

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

**Tuesday, January 27, 2015
3:00 P.M.**

COUNTY COMMISSIONERS

Mary Ann Lindley, Chairman
At-Large

Jane Sauls
District 2

John Dailey
District 3

Bryan Desloge
District 4



Bill Proctor, Vice Chair
District 1

Kristin Dozier
District 5

Nick Maddox
At-Large

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." Selected agenda items are available on the Leon County Home Page at: www.leoncountyfl.gov. Minutes of County Commission meetings are the responsibility of the Clerk of Courts and may be found on the Clerk's Home Page at www.clerk.leon.fl.us

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

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, January 27, 2015, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Jane Sauls

AWARDS AND PRESENTATIONS

- Proclamation in Recognition of the 100th Birthday of Kiwanis International and to Honor the Dedicated Volunteer Members of Kiwanis Clubs in Leon County
(Commissioner Bryan Desloge)
- Proclamation Designating January 31, 2015 as “Arbor Day”
(Chairman Mary Ann Lindley)
- Update on Status of Influenza
(Claudia Blackburn, Health Officer of the Florida Department of Health in Leon County)

CONSENT

1. Approval of Minutes: November 18, 2014 and December 9, 2014 Regular Meetings
(Clerk of the Court/Finance)
2. Acceptance of the Annual Investment Report for Fiscal Year 2013-2014
(Clerk of the Court/Finance)
3. Adoption of Proposed Revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting
(County Administrator/County Administration)
4. Adoption of Revisions to Leon County Personnel Policies and Procedures
(County Administrator/County Administration)
5. Ratification of Chairman and Vice-Chairman Appointments to the Enterprise Zone Development Agency
(County Administrator/County Administration/Agenda Coordinator)
6. Approval of Proposed 2015 Board Calendar Modification
(County Administrator/County Administration/Agenda Coordinator)
7. Request to Schedule a Workshop on the Future Needs of the Red Hills Horse Trials for Tuesday, May 12, 2015 from 1:30 p.m. to 3:00 p.m.
(County Administrator/Office of Economic Vitality/Tourism Development)
8. Approval of the Request to the Tallahassee-Leon County Community Redevelopment Agency for One-time Match Funding of \$25,000 to the Springtime Tallahassee Music Festival from the Culture, Heritage and Performing Arts Fund
(County Administrator/Office of Economic Vitality/Tourism Development)

9. Approval of Payment of Bills and Vouchers Submitted for January 27, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of January 28 through February 9, 2015
(County Administrator/Financial Stewardship/Office of Management & Budget)
10. Approval of the Fiscal Year 2015/2016 Budget Calendar
(County Administrator/Financial Stewardship/Office of Management & Budget)
11. Adoption of Proposed Revisions to County Policies Related to the Florida Department of Economic Opportunity's Community Development Block Grant Subgrant Agreement
(County Administrator/Human Services & Community Partnerships/Housing Services)
12. Adoption of a Proposed Resolution Amending the Florida Department of Health in Leon County's Fee Schedule
(County Administrator/Human Services & Community Partnerships/Primary Health)
13. Approval of 2014 Transfers of Leon County Surplus Computing Equipment to Goodwill Industries
(County Administrator/Office of Information and Technology/Management Information Systems)
14. Approval of a Letter of Support to the Florida Department of Transportation for the Addition of US 319, from Capital Circle to US 98, to the National Highway System
(County Administrator/Public Works/Administration)
15. Approval of the Proposed Local Agency Program Agreement with the Florida Department of Transportation for the Construction of Magnolia Drive Phase 1 Multi-Use Trail from South Meridian to Pontiac Drive and a Joint Project Agreement with the City of Tallahassee for Utility Upgrades Within the Phase 1 Limits
(County Administrator/Public Works/Engineering)
16. Acceptance of the Donation of 0.9 acres of Real Property from American Campus Communities Behind the Dr. B.L. Perry Jr. Library
(County Administrator/Public Works/Facilities Management)
17. Acceptance of the Energy Efficient Retrofits for Public Facilities Grant Program in the Amount of \$68,374 to Upgrade the HVAC System at the Dr. B.L. Perry, Jr. Branch Library
(County Administrator/Public Works/Facilities Management)
18. Approval of Agreement Awarding Bid to ThyssenKrupp Elevator Company in the amount of \$47,328 Annually for the Elevator Maintenance Services with a Continuing Supply of Equipment Upgrades, Repairs and New Installations
(County Administrator/Public Works/Facilities Management)
19. Adoption of a Proposed Resolution Unifying the Parks and Recreation Fee Schedule
(County Administrator/Public Works/Parks & Recreation)
20. Approval of the First Addendum to Tri-Party Infrastructure and Conveyance Agreement Between Leon County, Florida and Orchard Pond Greenway, LLC, et al
(County Attorney)

21. Adoption of a Resolution for Acquisition of Property by Eminent Domain for Kinhega Drive Roundabout Segment of Beech Ridge Trail Extension Project
(County Administration/County Attorney)
22. Acceptance of the 2014 Concurrency Management Annual Report
(County Administrator/Development Services & Environmental Management/Development Services)
23. Approval to Convert an OPS Records Technician Position to Full-Time Career Service at the Development Support and Environmental Management Department
(County Administrator/Development Services & Environmental Management/Support Services)

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

24. Acceptance of a Status Report on the December 5, 2014 E-Month Closeout and Stakeholders Forum to Exchange Ideas to Improve and Promote the Entrepreneur Ecosystem
(County Administrator/Office of Economic Vitality/Economic Development)
25. Acceptance of Status Report on the Fairgrounds Sense of Place Initiative
(County Administrator/PLACE/Planning)
26. Acceptance of the NACo and Careington Dental Discount Programs Status Update
(County Administrator/Human Services & Community Partnerships/Primary Health)

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

27. Ratification of Board Actions Taken at the December 8, 2014 Annual Retreat and Approval of Revised Leon County Strategic Plan
(County Administrator/County Administration)
28. Approval of a Proposed Amendment to Apalachee Center's FY2014-15 Contract
(County Administrator/Human Services & Community Partnerships/Primary Health)
29. Approval of Agreement Awarding Bid to North Florida Asphalt, Inc. in the amount of \$781,875 for the Construction of Autumn Woods Area Drainage Improvements
(County Administrator/Public Works/Engineering)
30. Approval of Agreement Awarding Bid to Advon Corporation in the Amount of \$312,940 for Phase II of the Window Replacement at the Leon County Sheriff Administration Building
(County Administrator/Public Works/Facilities Management)
31. Consideration of Full Board Appointments to the Educational Facilities Authority and Joint City/County Bicycle Workgroup
(County Administrator/County Administration/Agenda Coordinator)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

32. First of Two Public Hearings on Proposed Revisions to the Leon County Land Development Code and the Bradfordville Sector Plan
(County Administrator/ Development Support & Environmental Management/Development Services)
33. First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A
(County Administrator/Economic Vitality/Tourism Development)

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 Record of Proceedings for November 13, 2014
- Northwest Florida Water Management District 2015 Schedule of Meetings

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, February 10, 2015 at 3:00 p.m.*

All lobbyists appearing before the Board must pay a \$25 annual registration fee. For registration forms and/or additional information, please see the Board Secretary or visit the County website at www.leoncountyfl.gov

2015

JANUARY

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FEBRUARY

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DECEMBER

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PUBLIC NOTICE 2015 Tentative Schedule

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

All sessions are held in the Commission Chambers, 5th Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays from 12:00 to 3:00 p.m.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2015	Monday 19	Offices Closed	MARTIN LUTHER KING, JR. DAY
	<u>Thursday 22</u>	<u>6:00 p.m.</u>	<u>Leon County Legislative Delegation</u> <u>County Commission Chambers</u>
	<u>Tuesday 27</u>	<u>7:30 a.m.</u>	<u>Community Legislative Dialogue</u> <u>County Commission Chambers</u>
		3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	First of Two Public Hearings on Proposed Revisions to the Leon County Land Development Code and the Bradfordville Sector Plan
			<u>First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A</u>
	Thursday 29	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
February 2015	<u>Monday 9</u>	<u>2:00 – 5:00 p.m.</u>	<u>Capital Region Transportation Planning Agency Meeting on Connections 2040 Regional Mobility Plan-Project Prioritization Process</u> <u>City Commission Chambers</u>
	Tuesday 10	1:00 – 3:00 p.m.	Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Second and Final Public Hearing to Consider Proposed Revisions to the Leon County Land Development Code and the Bradfordville Sector Plan
	Tuesday 17	1:00 – 3:00 p.m.	Joint City/County Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle
		3:00 p.m.	Regular Meeting
	<i>Saturday 21 – Wednesday 25</i>	<i>NACO Legislative Conference</i>	<i>Washington, D.C.</i>
	Tuesday 24	No Meeting	NO MEETING
	Thursday 26	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
March 2015	Monday 9	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
	Tuesday 10	3:00 p.m.	Regular Meeting
	Tuesday 24	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 24	No Meeting	NO MEETING
	Wednesday 25	5:30 – 7:00 p.m.	FAC Legislative Day Reception County Courthouse
	<i>Wednesday 25– Friday 27</i>	<i>FAC County Commissioner Certification Workshops</i>	<i>FSU Turnbull Conference Center Tallahassee</i>
	<i>Thursday 26</i>	<i>FAC Legislative Day</i>	<i>FSU Turnbull Conference Center Tallahassee</i>
April 2015	<u>Thursday 2</u>	<u>7:30 a.m.</u>	<u>Community Legislative Dialogue County Commission Chambers</u>
	Tuesday 14	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2015-1 Comprehensive Plan Amendments
	Monday 20	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 21	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Thursday 23 – Friday 24</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: Gainesville; Alachua County</i>
	<u>Tuesday 28</u>	<u>9:00 a.m. – 3:00 p.m.</u>	<u>FY 15/16 Budget Policy Workshop</u>
		3:00 p.m.	Regular Meeting

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
May 2015	<u>Tuesday 12</u>	<u>7:30 a.m.</u>	<u>Community Legislative Dialogue</u> <u>County Commission Chambers</u>
		<u>1:30 – 3:00 p.m.</u>	<u>Workshop on the Future Needs of the Red Hills</u> <u>Horse Trials</u>
		3:00 p.m.	Regular Meeting
	Monday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 25	Offices Closed	MEMORIAL DAY
	<u>Tuesday 26</u>	<u>9:00 a.m. – 3:00 p.m.</u>	<u>FY 2015/2016 Budget Workshop, if necessary</u>
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2005-1 Comprehensive Plan Amendments
	Thursday 28	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
June 2015	Tuesday 9	3:00 p.m.	Regular Meeting
	<i>Tuesday 16- Friday 19</i>	<i>FAC Annual Conference & Educational Exposition</i>	<i>St. Johns County</i>
	<u>Tuesday 23</u>	<u>9:00 a.m. – 3:00 p.m.</u>	<u>FY 2015/2016 Budget Workshop</u>
		3:00 p.m.	Regular Meeting
	Thursday 25	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 29	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
July 2015	Friday 3	Offices Closed	JULY 4TH HOLIDAY OBSERVED
	<u>Tuesday 7</u>	<u>9:00 a.m. – 3:00 p.m.</u>	<u>FY 2015/2016 Budget Workshop, if necessary</u>
		3:00 p.m.	Regular Meeting
	Thursday 9	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Friday 10– Monday 13</i>	<i>NACo Annual Conference</i>	<i>Mecklenburg County/Charlotte, North Carolina</i>
	Tuesday 21	No Meeting	BOARD RECESS
	Wednesday 29	<i>National Urban League Annual Conference</i>	<i>Fort Lauderdale Broward County</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
August 2015	<i>Friday 14 – Sunday 16</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Sandestin</i>
	Tuesday 11	No Meeting	BOARD RECESS
	Tuesday 25	No Meeting	BOARD RECESS
	Monday 31	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		5:00 – 8:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
September 2015	Monday 7	Offices Closed	LABOR DAY HOLIDAY
	Tuesday 15	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2016*
	<i>Wednesday 16 – Saturday 19</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	Monday 21	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	<i>Wednesday 23 – Friday 25</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>St. Petersburg Pinellas County</i>
	Thursday 24	4:00 p.m.	Community Redevelopment Agency City Commission Chambers
	<i>TBD</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	<i>Sunday 27 – Wednesday 30</i>	<i>ICMA Annual Conference</i>	<i>Seattle/King County Washington</i>
	Tuesday 29	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2016*
October 2015	<i>TBD</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Tuesday 13	3:00 p.m.	Regular Meeting
	Monday 19	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; <i>Location TBD</i>
	Tuesday 27	3:00 p.m.	Regular Meeting
	Thursday 29	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2015	Wednesday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 16	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization of the Board Regular Meeting
	<i>Wednesday 18- Friday 20</i>	<i>FAC Legislative Conference and Commissioner Workshops</i>	<i>Nassau County</i>
	Thursday 19	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	Thursday 26	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2015	Monday 7	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 8	3:00 p.m.	Regular Meeting
	Thursday 10	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 22	No Meeting	BOARD RECESS
	Friday 25	Offices Closed	CHRISTMAS DAY
January 2016	Friday 1	Offices Closed	NEW YEAR'S DAY

Citizen Committees, Boards, and Authorities

2015 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee

Board of County Commissioners (4 appointments)

A member who represents employers within the jurisdiction.

A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

A member who represents essential services personnel, as defined in the local housing assistance plan

Council on Culture & Arts

Board of County Commissioners (1 appointment)

Human Services Grant Review Committee

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

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

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

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

Joint City/County Bicycle Workgroup

Board of County Commissioners (1 appointment)

EXPIRATIONS

JANUARY 31, 2015

Minority, Women & Small Business Enterprise (M/WSBE) Committee

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

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

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

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

FEBRUARY 28, 2015

Value Adjustment Board

Board of County Commissioners (1 Commissioner appointment)

MARCH 31, 2015

Contractors Licensing and Examination Board

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

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

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

Science Advisory Committee

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

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

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

APRIL 30, 2015

- **Commission on the Status of Women and 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: Sauls, Jane (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Tallahassee City Commission (4 appointments)

Tallahassee Sports Council

Board of County Commissioners (2 appointments)

MAY 31, 2015

Minority, Women & Small Business Enterprise (M/WSBE) Committee

Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)
Commissioner – At-Large II: Maddox, Nick (1 appointment)
Commissioner - District II: Sauls, Jane (1 appointment)

JUNE 30, 2015

Adjustment and Appeals Board

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

Architectural Review Board

Board of County Commissioners (3 appointments)

Planning Commission

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

JULY 31, 2015

Educational Facilities Authority

Board of County Commissioners (3 appointments)

Enterprise Zone Agency Development (EZDA) Board of Commissioners

Board of County Commissioners (2 appointments)

Water Resources Committee

Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District II: Sauls, Jane (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)

AUGUST 31, 2015

Code Enforcement Board

Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner – District V: Dozier, Kristin (1 appointment)

SEPTEMBER 30, 2015

Council on Culture & Arts

Board of County Commissioners (4 appointments)

Housing Finance Authority (and CDBG Citizens Task Force)

Commissioner - District II: Sauls, Jane G. (1 appointment)

Palmer Munroe Teen Center Board of Trustees

Board of County Commissioners (1 appointment)

OCTOBER 31, 2015

Canopy Roads Citizens Committee

Board of County Commissioners (2 appointment)

Tourist Development Council

Board of County Commissioners (1 appointment)

DECEMBER 31, 2015

Human Services Grants Review 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: Sauls, Jane G. (1 appointment)

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

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

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

Joint City/County Bicycle Working Group

Board of County Commissioners (4 appointments)

Tallahassee City Commission (2 appointments)

Library Advisory Board

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

Commissioner - District II: Sauls, Jane (1 appointment)

Commissioner - District III: Dailey, John (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

Cover Sheet for Agenda #1

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: November 18, 2014 and December 9, 2014 Regular Meetings

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the November 18, 2014 and December 9, 2014 Regular Meetings

Attachments:

1. November 18, 2014 Regular Meeting Minutes
2. December 9, 2014 Regular Meeting Minutes

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
Installation Ceremony and Board Reorganization
Regular Meeting
November 18, 2014**

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Kristin Dozier presiding. Present were Vice-Chairman Mary Ann Lindley and Commissioners Bill Proctor, Nick Maddox, John Dailey, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Betsy Coxen and Board Secretary Rebecca Vause.

Chairman Dozier called the meeting to order at 3:06 p.m.

Invocation and Pledge of Allegiance

The invocation was provided by Reverend Abigail W. Moon, Associate Rector, St. John's Episcopal Church. Chairman Kristin Dozier then led the Pledge of Allegiance.

INSTALLATION CEREMONY AND BOARD REORGANIZATION

Installation

Chairman Dozier recognized the Honorable Charles Francis, Chief Judge, who presided over the Installation Ceremony.

Remarks and Presentation

Judge Francis provided introductory remarks and recognized numerous distinguished guests attending the Ceremony. Judge Francis also introduced current Commissioners.

- **Remarks by Outgoing Chairman Kristin Dozier**

Chairman Dozier remarked on her year as Chairman and thanked her colleagues for their trust and the manner in which the Board conducted its responsibilities. She also expressed appreciation to County Administrator Long and County Attorney Thiele for their effective and efficient leadership and to all County employees who "continue to amaze her". She reflected on the host of accomplishments realized over the past year, which included: 1) adoption of a balanced budget; 2) being a leader in health care; 3) the opening of Domi Station; 4) the opening of Cascades Park, and 5) passage of the sales tax extension. Chairman Dozier thanked the citizens of her district for entrusting her with another four year term and stated that she looked forward to working with incoming Chairman Mary Ann Lindley. She also pointed out that for the first time in Leon County government history, two women held the position of Chairman and Vice-Chairman of the Board of County Commissioners. Chairman Dozier concluded her remarks by thanking her family for their support and for attending today's ceremony.

- **Presentation to Outgoing Chairman Kristin Dozier**

Vice Chairman Mary Ann Lindley, on behalf of the Board, presented Chairman Dozier a plaque recognizing and thanking her for her leadership as Chairman. Additionally, Vice Chairman Lindley offered a variety of items representing Chairman Dozier's large family tree and a framed original newspaper article written about then 16-year old Kristen Dozier by Commissioner Lindley (who was an editor for the Tallahassee Democrat at the time).

Commissioners and staff individually shared outgoing comments to Chairman Dozier acknowledging and thanking her for his guidance and leadership.

Installation of Commissioners and Administration of the Oath of Office

- Chief Judge Francis administered the Oath of Office to re-elected District 1 Commissioner Bill Proctor.
- Chief Judge Francis administered the Oath of Office to re-elected District 3 Commissioner John Dailey.
- Chief Judge Francis administered the Oath of Office to re-elected at-large Commissioner Kristin Dozier.
- Chief Judge Francis administered the Oath of Office to re-elected at-large Commissioner Nick Maddox.

Reorganization

The Honorable Bob Inzer, Clerk of Court, presided over the Reorganization of the Board of County Commissioners of Leon County, Florida.

Clerk Inzer called for nominations for Chairman of the Board of County Commissioners for the 2014/2015 year.

- *Commissioner Desloge moved the nomination of Commissioner Mary Ann Lindley as Chairman of the County Commission, which was duly seconded by Commissioner Dailey. The motion carried 7-0.*

Clerk Inzer called for nominations for Vice-Chairman of the Board of County Commissioners for the 2014/2015 year.

- *Commissioner Maddox moved the nomination of Commissioner Bill Proctor for Vice-Chairman, which was duly seconded by Commissioner Lindley. The motion carried 7-0.*

Clerk Inzer administered the Oath of Office to newly elected Chairman Mary Ann Lindley and presented her the Gavel.

Incoming Chairman's Remarks

Chairman Lindley stated that she was pleased and honored to assume the responsibility and looks forward to a great year.

Benediction

The Benediction was provided by Ron Hartung. (A copy of Mr. Hartung's words are attached and included for the record.)

Recess for Reception

Chairman Lindley announced that a small reception would be held in the 5th floor reception area and invited all to attend. Commissioners were reminded that the Board would reconvene at 4:15 p.m. to conduct its regular meeting.

This concluded the Installation Ceremony and Board Reorganization.

Chairman Lindley called the meeting back to order at 4:20 p.m.

AWARDS AND PRESENTATIONS

- Commissioner John Dailey presented a Proclamation designating November 2014 as Pancreatic Cancer Awareness Month. The Proclamation was accepted by Jerry Osteryoung and Art Ziegler, representing the Pancreatic Cancer Action Network.

CONSENT:

Commissioner /Desloge moved, duly seconded by Commissioner Sauls to approve the Consent Agenda with the exception of Item 6, which was pulled for further discussion. The motion carried 7-0.

1. Approval of Minutes: September 23, 2014 Regular Meeting and October 14, 2014 Regular Meeting

The Board approved Option 1: Approve the minutes of the September 23, 2014 and October 14, 2014 Regular Meeting.

2. Approval of Payment of Bills and Voucher Submitted for November 18, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of November 19, through December 8, 2014

The Board approved Option 1: Approve the payment of bills and vouchers submitted for November 18, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of November 19 through December 8, 2014.

3. Approval of FY 2014 Year End Budget Adjustments

The Board approved Option 1: Approve the Resolution and associated Budget Amendment Request for FY 2014 year-end budget adjustments.

4. Acceptance of a Conservation Easement from Summit Holdings VIII, LLC for the Beech Ridge Trail Extension Project

The Board approved Option 1: Approve and accept for recording the Conservation Easement from Summit Holdings VIII, LLC for the Beech Ridge Trail Extension project.

5. Consideration of Filing "Friend of Court" Brief in the Matter of *Florida Bankers Association v. State of Florida, et al*, Supreme Court Case No. SC14-1603 by the Leon County Energy Improvement District

The Board approved Option 1: Direct the County Attorney's Office to file a Motion for Leave and subsequent briefs seeking Friend of Court status in the Supreme Court of Florida in the matter of Florida Bankers Association v. State of Florida, et al, Case No. SC14-1603.

6. Request to Schedule the First and Only Public Hearing to Consider the Public Benefits and Enter into a Public-Private Cooperation Agreement for the Construction of Phase 1 B of the Bannerman Road Widening Project for December 9, 2014 at 6:00 p.m.

Commissioner Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Maddox moved, duly seconded by Commissioner Desloge approval of Option 1: Schedule the first and only Public Hearing to Consider the Public Benefits and Enter into a Public-Private Cooperation Agreement for the Phase 1 of the Bannerman Road Widening Project on December 9, 2014 at 6:00 p.m.

Commissioner Proctor conveyed that he pulled the item to ascertain information on when improvements to the Orange Avenue/Adams Street and Orange Avenue/Monroe Street intersections would be addressed. He had anticipated that improvements would occur in tandem with the Orange Avenue bridge replacement; however, this did not happen. He stated that while he supported the item and appreciated the progress made on the Banner Road project, was concerned with the delay in the Orange Avenue intersection improvements.

Commissioner Desloge applauded the great relationship between the private and public sector and appreciated the accelerated pace of the project.

The motion carried 7-0.

County Administrator Long noted that he heard and understood the concerns expressed by Commissioner Proctor and staff would follow-up and bring back a report to the Board.

7. Acceptance of Status Report Regarding Sector Planning for the Area Surrounding Veterans' Affairs Outpatient Clinic

The Board approved Option 1: Accept the status report regarding sector planning for the area surrounding Veterans' Affairs Outpatient Clinic.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

- Chairman Lindley confirmed there were no citizens to be heard on non-agendaed items.

GENERAL BUSINESS

8. Acceptance of the Status Report on Bond Community Health Center and Neighborhood Medical Center

County Administrator Long introduced the item. He stated that the item responds to a request by the Board at its October 28th meeting on the status of the transition of Neighborhood Medical Center (NHS) to a federally qualified health center (FQHC) and in Bond becoming a FQHC Look-Alike. He also shared that the 2013/14 Primary Healthcare Program Annual Report would be included as part of the Board's December 9th agenda and a budget discussion item regarding the County's overall healthcare funding will be prepared for consideration in next year's budget process.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Option 1: Accept status report on Bond Community Health Center and Neighborhood Medical Center.

Commissioner Proctor voiced some concern about the previous problems plagued by Bond, and to a lesser extent NHS. He asked the County Attorney if there were circumstances or a method by which the two entities (Bond and NHS) could be placed under the auspices or direction of the County. County Attorney Thiele responded that there were a number of possibilities for the Board to consider, i.e., creation of a hospital district or special district to deal with health care, an MSTU, resurrect the Healthcare Facilities Authority. Mr. Thiele stated that should the Board wish, his office could look into the various options. Commissioner Proctor stated that while he continues to be pleased with the delivery of health care provided by Bond staff, has concerns about Bond's leadership. He suggested that the Board ask staff to bring back options for the

Board to consider with regard to the establishment of a special health care district or special district. He indicated that he did not want the County to supplant either organization, but utilize its resources to maximize and strengthen health care delivery. Commissioner Maddox stated that he would prefer to keep the motion intact; however, suggested that this be discussed at the Retreat.

Commissioner Dozier stated that while she shared some of Commissioner Proctor's concerns, she would rather wait and have this discussion at next year's budget workshop. She would like to give Bond and NHS time to operate and function in its new roles.

Commissioner Maddox agreed with Commissioner Dozier and stated that he too thought that this was a discussion better suited for the budget workshop.

Commissioner Dozier went on record stating that he would not be in favor of the County taking over health care delivery, but was willing to bring back for discussion.

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

9. Approval of FY 14/15 Insurance Coverages

County Administrator Long introduced the item and shared that the recommended renewals reflect a savings of over \$75,000 and the funds are contemplated in the FY 14/15 budget.

Commissioner Maddox moved, duly seconded by Commissioner Sauls, approval of Option 1: Authorize the County Administrator to place insurance coverages for Property and #Excess Workers' Compensation, and General Liability as follows:

- *Excess Workers' Compensation: Florida Municipal Insurance Trust: \$152,792*
- *General Liability (Including Public Official, Employment Practices Liability & Auto) One Beacon: \$439,023*
- *Medical Malpractice: Admiral Ins. Company: \$11,022*
- *Property Insurance: Zurich: \$766,410*
- *As the provider for General Liability, authorize Brown & Brown to place pollution, accidental death and dismemberment, and aviation liability coverages.*

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

Commissioner Proctor asked that the County make more of an effort to integrate minority vendors into this process.

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

Chairman Lindley announced that the Board had concluded its General Business agenda and would now enter into Commissioner Discussion Items.

SCHEDULED PUBLIC HEARINGS

Chairman Lindley reconvened the Board and conducted the following public hearings.

10. Second and Final Public Hearing on a Proposed Ordinance Amending Section 10-6.652 of the Leon County Land Development Code

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

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the second and final public hearing and adopt proposed Ordinance 2014-16 amending Section 10-6.652 of the Leon County Land Development Code, based on the findings of the Planning Commission, the staff report, and evidence submitted at the hearing hereon. The motion carried 6-0 (Commissioner Desloge out of Chambers).

11. First and Only Public Hearing to Consider the Adoption of a Resolution for the Abandonment of a 30-foot Drainage Easement in Landover Hills, and to Consider the Acceptance of a 20-foot Drainage Easement in Landover Hills

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

Commissioner Maddox moved, duly seconded by Commissioner Sauls, approval of Options 1 & 2: 1) Conduct the first and only public hearing and adopt Resolution 2014-52 for the abandonment of a 30-foot drainage easement across Lots 8 and 9, Block A, in Landover Hills, and 2) Accept the Drainage Easement Document conveying a 20-foot drainage easement across Lot 8, Block "A", Landover Hills Subdivision. The motion carried 6-0 (Commissioner Desloge out of Chambers).

12. First and Only Public Hearing to Consider the Adoption of a Resolution for the Abandonment of a 15-foot Landscape Easement in Lakewood Estates Unit No. 3 and a Replat of a Part of Lakewood Estates Unit No. 2

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

Commissioner Dailey moved, duly seconded by Commissioner Sauls, approval of Option 1: Conduct the first and only public hearing and adopt Resolution 2014-53 for the abandonment of a 15-foot landscape easement across Block "D", in Lakewood Estates Unit No. 3 and a Replat of a part of Lakewood Estates Unit No. 2 subdivision. The motion carried 6-0 (Desloge out of Chambers)

13. First of Two Public Hearings to Consider a Proposed Ordinance Amending Section 10-6.612 of the Land Development Code to Prohibit Retail Fuel Sales in the Rural Zoning District

County Administrator Long announced the public hearing. He indicated that the agenda item includes the background and analysis and summarizes all the actions taken by the Board to date on this issue.

Speakers:

- Jeff Blair, 9143 Stargate Way, President of Keep It Rural Coalition, remarked that the Keep it Rural Coalition supports the proposed LDC amendment and the timely implementation of the settlement agreement. He indicated that the Coalition remains committed to working collaborative with the Board and staff to ensure appropriate development within the rural areas.
- Jerrie Lindsey, 8765 NWK Way, urged the Board to support the amendment and the values of the rural community, which include self-reliance and independence.
- Laura Newton, 4531 Pecan Branch, discussed the driving habits and patterns of rural residents and asked the Board to support the amendment and the terms of the Settlement Agreement.
- Sarah Rychlik, 9601-68 Miccosukee Road., commented on the manner in which the developer, residents, County staff and the Board worked together to find resolution to the conflict surrounding the proposed development. She also urged the Board to accept the amendment, will help preserve the integrity of rural properties.
- Mike Rychlik, 9601-68 Miccosukee Road, spoke on rural living and encouraged the Board to continue its alliance with the Keep it Rural Coalition. Thanked the Board for its support.
- Rob Lombardo, 9601 Miccosukee Road, appreciated the manner in which all entities worked together on this issue and requested the Board accept the amendments and fully enact the Settlement Agreement.
- Thelma Crump, 8848 Miccosukee Road, asked the Board to pass the LDC amendment and make sure the Settlement Agreement continues as outlined. She opined that with approval of the proposed amendment, preservation of the rural areas will continue for generations. She conveyed her appreciation for a Commission that is attentive to its citizen's concerns.

Commissioners Dozier and Maddox expressed appreciation to all who have worked so diligently to resolve this issue.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the first of two Public Hearings to consider a Proposed Ordinance amending Section 10-6.612 of the Land Development Code to prohibit retail fuel sales in the Rural zoning District, and schedule the second and final Public Hearing for December 9, 2014 at 6:00 p.m. The motion carried 6-0 (Commissioner Desloge out of Chambers).

ADD-ONS (These items are included under Consent)

14. Approval of Required Bonds for Newly-Elected Commissioners

The Board approved Option 1: Approve the Bonds for Commissioners John Dailey, Nick Maddox, Bill Proctor, and Kristin Dozier in the amount of \$2,000.

15. Approval of an Addendum to Settlement and Forbearance Agreement to Resolve Litigation Related to a Proposed Gas Station on Crump Road

The Board approved Option 1: Approve the Addendum to Settlement and Forbearance Agreement to resolve litigation related to a proposed gas station on Crump Road.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

- Chairman Lindley confirmed there were no citizens to be heard on non-agendaed items.

COMMENTS/DISCUSSION ITEMS

County Attorney Thiele:

- No items.

County Administrator Long:

- The following announcements/reminders were offered:
 - The Gaines Street Community Block Party and the Unveiling of Declaration will be held on Monday, November 24th at 6:15 p.m.
 - In recognition of Entrepreneur Month, the county will host a Closeout and Stakeholder Forum on Friday, December 5th, from 2:00 to 4:00 p.m. at the Amtrak Community Room.
 - The Winter Festival Parade is scheduled for Saturday, December 6th.
 - Wide Open Rush, an obstacle challenge at the Leon County Apalachee Regional Park, hosted by the County and benefitting the United Way will be held Saturday, December 13th and registration is available at www.wideopenrush.org.
- Congratulated Commissioners Lindley and Proctor on their selection as Chairman and Vice-Chairman, respectively.

Commissioner Discussion Items

Commissioner Sauls:

- Offered congratulations to both Commissioner Lindley and Proctor and thanked Commissioner Dozier for her leadership as past Chairman.

Commissioner Maddox:

- Echoed congratulations to Commissioners Lindley and Proctor.
- Expressed appreciation for being re-elected to another term stating he was “honored and thankful to serve four more years”.

Commissioner Dozier:

- Expressed her enthusiasm for the upcoming Stakeholder Forum.
- Wished all a “Happy Thanksgiving”.

Commissioner Dailey:

- Proposed that the Board engage in a publically advertised water tour (with Jim Stevenson) so that Commissioners can visit the areas together and be able to discuss water issues.
- *Commissioner Dailey moved, duly seconded by Commissioner Maddox, to direct staff to work with Jim Stevenson and the Wakulla Springs Alliance to organize a date and time (after the first of the year) whereby the Board can conduct a “traveling workshop” to visit multiple water sources. The workshop should be properly advertised and the Wakulla County Commissioners should be invited to participate in the tour or meet for lunch. The motion carried 6-0 (Commissioner Desloge out of Chambers).*

- *Commissioner Dailey moved, duly second by Commissioner Maddox, to direct staff to bring back an agenda item regarding signage at County water bodies and boat landings when a fish advisory has been issued by the Florida Fish and Wildlife Commission. The motion carried 6-0 (Commissioner Desloge out of Chambers).*
- *Commissioner Dailey moved, duly seconded by Commissioner Maddox, to direct staff to bring back an information only agenda item detailing the County's sidewalk priority list and the criteria used to establish the list. The motion carried 6-0.*
- Shared that his wife was at home recovering from an illness and was unable to attend the installation ceremony.
- Expressed his appreciation for the opportunity to serve another four years.

Vice-Chairman Proctor:

- Thanked his colleagues for affording the opportunity to serve as Vice-Chairman and congratulated Commissioner Lindley on her appointment as Chairman.
- Inquired about the status of sidewalk along Magnolia Drive. Tony Park, Public Works Director, responded that progress is being made and plans are for the bid to be awarded in May 2015 for Phase 1 of the project (South Meridian to Pontiac Drive).

Chairman Lindley:

- Expressed her gratitude for the vote of confidence and looks forward to the upcoming year.

Chairman Lindley recessed the Board at 5:07 for its dinner break and announced it would reconvene at 6:00 p.m. to conduct the scheduled public hearings.

Receipt and File:

None.

There being no further business to come before the Board, Chairman Lindley adjourned at 6:28 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
December 9, 2014**

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

A moment of silence was observed in honor of Leon County Sheriff Deputy Chris Smith.

Commissioner Desloge led the Pledge of Allegiance.

Awards and Presentations

- Ben Bradwell, Veteran Services Director, introduced and welcomed Raymond Miller, the New Director of the Veterans Affairs Cemetery. Mr. Miller provided the Board an update on the progress of the construction and thanked the Board and staff for their support and warm welcome.
- Wayne Tedder, Director, PLACE, provided an update of the improvements/enhancements along Lafayette Street, i.e., the addition of sidewalks and the cosmetic improvements to the area along the backside of the shopping center. Additionally, Mr. Tedder offered information on the potential private development of parcels in the Goodbody Lane/Lafayette Street/Apalachee Parkway area and how with some modifications, the project that could be developed to help promote The DeSoto Winter Encampment (American's First Christmas site) as a tourist destination.
 - The Board engaged in discussion with Mr. Tedder regarding the proposed development. Some of the issues discussed included the need for an access road through the development, installation and who would be responsible for the cost of sidewalks, the excessive amount of parking spaces, future build out of the property, and how some of the existing trees could be retained.
 - Commissioner Dozier commented that some of the current development regulations related to multi-modal district seemed to make for situations that may be "illogical" at times and indicated that she would like more discussion on this issue.
 - *Commissioner Dozier moved, duly seconded by Commissioner Desloge, to direct staff to bring back an agenda item regarding multi-modal development regulations. The motion carried 7-0.*
- Speaker:
 - Zachary Teders 1711 Country Club Drive, thanked the Board for its support of the Lafayette roadway development.

1. Acceptance of the Domi FY 2014 Annual Report

County Administrator Long introduced the item.

Michael Widen, representing DOMI, appeared and thanked the Board for its support. He provided highlights of the Annual Report, which included:

- Helped companies attract capital investment of more than \$400,000;
- More than 60 active members work out of the facility, representing 25 companies;
- More than 1200 mentor hours have been logged at a market value of more than \$250,000;
- Hosted or organized more than 50 events.
- Future planned activities include a Maker's Fair, Pitch Day and Hack-a-thon.
- Acknowledged sponsors such as Florida Blue, FSU, Mosley Ventures and other community partners.

Commissioner Dozier commented that over 40 people attended the recent E-Month Closeout & Stakeholder forum and that she was very pleased with the partnership.

(This item was approved under the Consent Agenda).

Consent:

Commissioner Desloge moved, duly seconded by Commissioner Sauls to approve the Consent Agenda; with the exception of Item 6, which was pulled for further discussion. The motion carried 7-0.

2. Approval of Minutes: October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities and October 28, 2014 Regular Meeting

The Board approved Option 1: Approve the minutes of the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities and October 28, 2014 Regular Meeting

3. Approval of a Proposed Memorandum of Understanding with City of Tallahassee Regarding Application for Federal Promise Zone Designation

The Board approved Option 1: Approve the proposed Memorandum of Understanding with the City of Tallahassee regarding Application for Federal Promise Zone designation, and authorize the County Administrator to execute in a form approved by the County Attorney.

4. Ratification of Commissioners' Appointments to the Human Services Grant Review Advisory Committee and Library Advisory Board

The Board approved Options 1 a-f:

1) Ratify Commissioners' appointments as follows:

- a. Commissioner Dailey reappoints Ralph DeMeo to the Human Services Grant Review Committee.*
- b. Commissioner Lindley reappoints Connie Ruggles to the Human Services Grant Review Committee.*
- c. Commissioner Sauls reappoints Linda Nicholsen to the Human Services Grant Review Committee.*
- d. Commissioner Dozier reappoints Carol Fiore to the Library Advisory Board.*
- e. Commissioner Maddox reappoints Marcia Labat to the Library Advisory Board.*
- f. Commissioner Proctor appoints Eddie Jackson to the Library Advisory Board.*

5. Approval of the Second Amendment to the Section 125 of the Cafeteria Plan and Approval of the Increased Annual Dollar Limit on Employee Contributions to Employer Sponsored Flexible Spending Accounts

The Board approved Options 1 & 2: 1) Approve the Second Amendment to Section 125 of the Cafeteria Plan to include the additional change-in-status rules, and 2) Approve the increased annual dollar limit on employee contributions to employer-sponsored Flexible Spending Accounts to \$2,550.

6. **Approval of Agreements to Modify the County's Deferred Compensation 457(b) Plan to Include a ROTH Option**

Commissioner Dailey requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Dailey stated that a local vendor, W.M. Durham Associates, LLC, currently provides ROTH services to the Leon County Sheriff's Office and requested that the firm be considered as an approved vendor. He ascertained from County Administrator Long that staff had no objection to the addition.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, to approve Option 1, as amended: Approve Agreements with Nationwide NRS, VALIC, and ICMA-RC to modify the County's Deferred Compensation 457(b) Plan to include a ROTH option, and authorize the County Administrator to execute, and add W.M. Durham Associates as an approved provider of ROTH services. The motion carried 7-0.

7. **Approval of Payment of Bills and Voucher Submitted for December 9, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of December 10, 2014 through January 26, 2015**

The Board approved Option 1: Approve the payment of bills and vouchers submitted for December 9, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of December 10, 2014 through January 26, 2015.

8. **Acceptance of the Fiscal Year 2014 Annual Performance and Financial Report**

The Board approved Option 1: Accept the FY 2014 Annual Performance and Financial Report.

9. **Approval of the Letter of Agreement Authorizing Big Bend Crime Stoppers, Inc. as the County Agent for Crime Stopping Services**

The Board approved Option 1: Approve the Letter of Agreement authorizing Big Bend Crime Stoppers, Inc. as the County agent for crime-stopping services, and authorize the Chairman to execute; and, authorize the County Administrator to execute an Agreement with the Big Bend Crime Stoppers, Inc. in a form approved by the County Attorney.

10. **Acceptance of the Economic Development Council's FY 2014 Annual Report and Approval of the FY 2015 Agreement in the Amount of \$199,500**

The Board approved Options 1 & 2: 1) Accept the Economic Development Council's FY 2014 Annual Report, and 2) Approve the FY 2015 Agreement between Leon County and the Economic Development Council in the amount of \$199,500, and authorize the County Administrator to execute.

11. **Acceptance of a Conservation Easement from Dennis G. Adams Trust and a Conservation Easement from Lex C. Thompson for the Mahan Pines Subdivision**

The Board approved Option 1: Approve and accept for recording a Conservation Easement from Dennis G. Adams Trust and a Conservation Easement from Lex C. Thompson for the Mahan Pines Subdivision.

12. Acceptance of a Conservation Easement from Orchard Pond, LLC for the Orchard Pond Parkway Project

The Board approved Option 1: Approve and accept for recording a Conservation Easement from Orchard Pond, LLC for the Orchard Pond Parkway project.

13. Approval of the Release, Quitclaim, and Termination of Conservation Easement from Angela Hurley, Mr. and Mrs. Yoakam, and Mr. and Mrs. Baker for Conservation Easements #2, #3, and #5 within The Ridge at Velda Dairy Subdivision

The Board approved Option 1: Approve the Release, Quitclaim, and Termination of Conservation Easement from Angela Hurley, Mr. and Mrs. Yoakam and Mr. and Mrs. Baker for Conservation Easements #2, #3 and #5 within the Ridge at Velda Dairy Subdivision, and authorize the Chairman to execute.

14. Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Land Development Code and the Bradfordville Sector Plan for January 27 and February 10, 2015 at 6:00 p.m.

The Board approved Option 1: Schedule two required public Hearings to consider proposed revisions to the Land Development Code and the Bradfordville Sector Plan for January 27 and February 10, 2015 at 6:00 p.m.

15. Adoption of the Proposed Revised Policy No. 08-3, "Leon County Conduit Financing Policy," and Approval of the Revised Leon County Housing Finance Authority's Multi-Family Bond Issuance Policy

The Board approved Option 1: Adopt the proposed revised Policy No. 08-3, "Leon County Conduit Financing Policy", and approve the revised Leon County Housing Finance Authority's Multi-Family Bond Issuance Policy.

16. Approval of a Proposed Agreement Between Leon County and the City of Tallahassee for the StarMetro's Armed Service Veteran Bus Pass Program

The Board approved Option 1: Approve the proposed Agreement between Leon County and the City of Tallahassee for the StarMetro's Armed Service Veteran Bus Pass Program, and authorize the County Administrator to execute.

17. Initiation of a Comprehensive Plan Amendment Affecting the Miers and Rockaway Properties Location on East Mahan Drive

The Board approved Option 1: Initiate a Comprehensive Plan amendment affecting the Miers and Rockaway properties, located on East Mahan Drive, allowing for a one-to-one residential dwelling unit transfer between the properties.

18. Approval of the Proposed Traffic Signal Maintenance and Compensation Agreement 2015 Phase I-B with Florida Department of Transportation

The Board approved Options 1 & 2: 1) Approve the proposed Traffic Signal Maintenance and Compensation Agreement 2015 Phase I-B with Florida Department of Transportation, and authorize the County Administrator to execute, and 2) Approve the Resolution and associated Budget Amendment Request.

19. Approval of Agreement with Department of Environmental Protection, Recreational Trails Program and Grant, for Phase III Improvements to the Miccosukee Greenway Trail

The Board approved Options 1 & 2: 1) Approve Agreement Number T14001 with the Department of Environmental Protection, Recreational Trails Program and Grant, for Phase III Improvements to the Miccosukee Greenway Trail, and authorize the County Administrator to execute, and 2) Approve the Resolution and associated Budget Amendment Request.

20. Adoption of Proposed Resolution Conferring Authority Upon County Engineer to Make Binding Commitment for County on Details of Proposed Construction in Eminent Domain Proceedings

The Board approved Option 1: Adopt the proposed Resolution conferring authority upon County Engineer to make binding commitments for County on details of proposed construction in eminent domain proceedings.

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; there will not be any discussion by the Commission)

- Apryl Barr-McCray, 1834 Jackson Bluff Road, spoke regarding the risk of malnourishment of some Leon County youth as a result of limited Supplemental Nutrition Assistance Program (SNAO) benefits, especially during the summer months. She offered two recommendations: 1) Increase the benefits to a maximum of \$220 per individual per household and 2) Petition for children suffering from starvation and malnourishment due to a discrepancy of food within their households. She distributed a copy of her comments to the Board, for the record, and encouraged the Board to explore opportunities to help support those affected youth.
- Commissioner Proctor indicated that he would share the written material provided by Ms. Barr-McCray with FSU President Thrasher and would readdress this issue under his Commissioner Discussion time.

General Business

21. Ratification of Board Actions Taken at the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities

County Administrator Long introduced the item.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Options 1, 2, 3, & 4: 1) Ratify the Board actions taken at the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities; 2) Approve the water projects for submission for the 2015 Senate Budget Request Application Process; 3) Schedule the Community Legislative Dialogue meetings for January 27, 2015, March 31, 2015, and May 12, 2015, and 4) Host the Florida Association of Counties' Legislative Day Reception on March 25, 2015 from 5:30 – 7:00 p.m. in the County Courthouse and waive Leon County Policy No. 00-2, "Public Use of Leon County Courthouse" to apply only to the provision related to the consumption of alcoholic beverages for the event. The motion carried 7-0.

22. Consideration of the Funding Request to Support the Red Hills International Horse Trials for an Amount Not to Exceed \$129,000

County Administrator Long introduced the item. He shared that with approval of the funding request, Red Hills International Horse Trials (RHHT) will have received almost \$250,000 since January 2013. He mentioned that the majority of the funds requested are related to the relocation of the course and that the funding request was recommended by the Tourist Development Council (TDC). County Administrator Long indicated that Lee Daniel, Director of Tourism Development, was available to answer any questions and that Commissioner Desloge was the Board's representative on the TDC Board.

Commissioner Desloge reiterated the TDC's support of the funding request, although had expressed some concerns about this becoming an annual request. He stated that the event has gotten larger and more popular and believes that at some point would be self-supporting.

Commissioner Dailey moved, duly seconded by Commissioner Maddox, approval of Option 1: Approve the funding request to support the Red Hills International Horse Trials for an amount not to exceed \$129,000, and approve the Resolution and associated Budget Amendment Request.

Commissioner Maddox stated that while he supports the request and believes that the event deserves the County's financial support, he requested the County Administrator reach out to the event organizer and discuss the long-term vision of Red Hills and how the County plays into that vision.

Commissioner Desloge acknowledged the comments by Commissioner Maddox and suggested a workshop to discuss the future of Red Hills and related County support.

Commissioner Dailey pointed out that this was the third year of a three-year commitment by the County and spoke in support of the funding request.

Commissioner Proctor indicated that he could not support the motion as this was not a component of the FY 15 Budget workshop. Additionally, he noted that the City provides in-kind rather than cash support and suggested that the City could share in the \$129,000 request. Commissioner Proctor opined that due to the amount of funding being provided by the County it should be recognized as a title sponsor (Leon County Red Hills Horse Trials), inclusive of tickets for community access.

Commissioner Dozier stated that she had a concern about depleting the fund balance so substantially this early in the budget year. She recalled that the County had increased its funding for COCA capital grants and suggested that in the future Red Hills (and other large events) make use of this COCA funding resource.

Commissioner Desloge noted that TDC funds are not County or City resources, but rather the County is the conveyor of those funds.

Commissioner Maddox stated that he remained concerned about the future and asked that he be recognized after the vote on the current motion so as to offer a motion for a future workshop on this issue.

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

Commissioner Maddox moved, duly seconded by Commissioner Desloge, to direct staff to meet with Red Hills organizers and schedule a workshop to identify future needs and parameters of partnership including identification of the County's role.

Commissioner Proctor reiterated his recommendation that the event be renamed the Leon County Red Hills Horse Trials. He stated that the County contributes a significant amount of money and should be recognized for its contribution. He asked that staff include this in the upcoming workshop material.

Commissioner Desloge spoke on the growth and success of the event through the years and conveyed that he wanted the workshop to focus on how the County can help make this a sustainable event.

The motion carried 7-0.

23. Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax

County Administrator Long introduced the item. He stated that the agenda item is very comprehensive and staff's recommendations reflect previous actions taken by the Board.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Options 1, 2, 3, 4 & 5: 1) Approve the Third Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area, and authorize the Chairman to execute in a form approved by the County Attorney; 2) Approve the First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area, and authorize the Chairman to execute in a form approved by the County Attorney; 3) Approve the Interlocal Agreement among the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts, and authorize the Chairman to execute in a form approved by the County Attorney; 4) Direct staff to schedule the first and only public hearing to amend section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A, and 5) Direct staff to work with COCA to negotiate an amendment to their contract that reflects these actions as approved by the Board. The motion carried 7-0.

24. Acceptance of the FY 2013/14 Primary Healthcare Program Annual Report

County Administrator Long introduced the item. He indicated that staff is prepared to make a brief report on the item, if so desired by the Board.

Commissioner Dozier moved, duly seconded by Commissioner Dailey, approval of Option 1: Accept the FY 2013/14 Primary Healthcare Program Annual Report. The motion carried 7-0.

25. Consideration of the Voluntary Annexation Proposal from Elliot J. Jenkins to Annex Property Located along the North Side of Interstate 10, West of Sharer Road

County Administrator Long introduced the item. He conveyed that the proposed voluntary annexation complies with all applicable state and local requirements.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Option 1: Do not object to the proposed voluntary annexation request from Elliot J. Jenkins to annex property located along the north side of Interstate 10, west of Sharer Road.

Commissioner Dozier stated that she could not support the motion. She raised concerns about the enclave issue and commented that the City line looks like “spaghetti” in a lot of areas of the County. She expressed a desire for a better understanding of the annexation process and suggested that an agenda item might be beneficial.

County Attorney Thiele responded that an update on the rules of engagement regarding Chapter 171 was in order and his office could prepare an agenda item for an upcoming meeting. He added that while the annexation request technically met the requirements of Chapter 171, he too had some concerns with regard to the provision of City vs. incorporated area services.

Commissioner Dozier suggested that a workshop be scheduled to further discuss the annexation process in general and indicated that the delivery of services was a major concern for her.

Commissioner Desloge conveyed that he did not want to hold up the proposed annexation request; however, agreed to amend the motion to include the scheduling of a workshop.

Commissioner Dozier requested that the forthcoming information include options about approaching the City, more uniformity and consistency in the services.

Commissioner Proctor stated that it has been a long while since the City’s recommendations to annex have been debated by the County and looked forward to reflecting on what the process should be.

There was some discussion regarding the time sensitivity of the request. County Attorney Thiele responded that he was unsure of any deadline by the property owner; however, the City is scheduled to adopt its annexation ordinance at its next meeting (December 10, 2014).

The motion, as amended, carried 5-2 (Commissioners Proctor and Dozier in opposition).

26. Acceptance of Evaluation of Commercial Land Uses with the Rural Future Land Use Map Category and Consideration of Two Comprehensive Plan Text Amendments

County Administrator Long introduced the item. He conveyed that there are numerous “moving parts” to this issue and invited Wayne Tedder, Director of PLACE, to provide the Board a brief overview of the item.

Mr. Tedder appeared and summarized the agenda item. He articulated information related to the Settlement Agreement (which the Board approved at its September 23rd meeting) and explained staff's recommendations and stance on the two citizen initiated text amendments submitted by the Keep it Rural Coalition (KIRC) for the Comprehensive Plan amendment Cycle 2015-1.

Commissioner Proctor clarified with Mr. Tedder that all citizen-initiated text amendments must be approved by either the City or County Commissions prior to incorporation into the plan amendment cycle and full staff analysis. Additionally, Mr. Tedder explained that a minimum of three County commissioners must approve the proposed amendment in order for the Planning Department to move forward with processing the amendment.

Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2: 1) Accept staff's status report on the evaluation of commercial land uses within the Rural FLUM category; and 2) Initiate the proposed Keep it Rural Coalition (KIRC) Rural Future Land Use Category text amendment.

Speakers:

- Robert Scanlon, 3989 Sun Hawk Blvd., asked that the Board move the amendments into the Comprehensive Plan cycle for consideration.
- Jeff Blair, 9143 Stargate Way, respectfully suggested that the Board wait until public comment has been received before making a motion. On behalf of the KIRC, he urged the Commission to vote in favor of initiating the proposed land use text amendments to the Comp Plan for both the RFLU and UF and supported Options 2 & 5. A written copy of Mr. Blair's comments was provided and is included as part of the record.
- Mike Rychlik, 9601-68 Miccosukee Road, asserted that clear policies to protect the rural nature of the County are needed and urged the Board to vote to move the amendments forward. He thanked the Board for its support.
- Dr. Pamela Hall, 5051 Quail Valley Road, submitted that options 2 & 4 were identical except for a date and asked that the Board initiate the amendments the place in this year's Comp Plan Amendment cycle. She voiced support for Options 1, 4 & 5.

County Attorney Thiele reminded the Board that the approved settlement agreement contained requirements which would be effected by approval of Options 1 & 2 and added that should the Board not approve, then the Settlement Agreement is null.

County Administrator Long explained that there is no difference between Options 2 & 4, as it is staff's intention to initiate the amendment immediately (option 2).

Commissioner Dailey amended his motion and moved Options 1 & 4: 1) Accept staff's status Accept staff's status report on the evaluation of commercial land uses within the Rural FLUM category; and 4) Initiate the proposed Keep it Rural Coalition (KIRC) Rural Future Land Use Category text amendment to be processed during the cycle 2015-1 Comprehensive Plan Amendment Cycle. The amended motion was agreed to by Commissioner Dozier.

Commissioner Proctor established with Mr. Tedder that the amendments would not affect the Woodville Rural Community designation.

Commissioner Dozier clarified that during the Board Retreat, the Board approved a Strategic Initiative to initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan, which would include considering the proposed language offered in Keep it Rural's additional proposed text amendment regarding the Urban Fringe.

The motion carried 7-0.

Dr. Hall raised a question to the Board regarding the need for the Board to consider Option 5 (the Urban Fringe Text amendment). Commissioner Dailey stated that he was deliberate in his motion and did not want to include Option 5. He did not want the Board to have a negative vote for any aspect of the issues being considered and reiterated that the additional text amendment language would be considered as part of the Strategic Initiative considering a comprehensive review and revision to the Land Use element of the Comprehensive Plan.

27. Approval of Agreement Awarding Bid to C.W. Roberts in the Amount of \$2,789,682 for Construction of the Fred George Greenway and Park

County Administrator Long introduced the item.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Approve the Agreement awarding bid to C.W. Roberts in the amount of \$2,789,682 for construction of the Fred George Greenway and Park, and authorize the County Administrator to execute. The motion carried 7-0.

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

The Board made the following appointments:

Option 1: Canopy Roads Citizen Advisory Committee and Council on Culture and Arts:

- *Commissioner Maddox moved, duly seconded by Commissioner Dailey, to reappoint Commissioner Lindley to the Canopy Roads Citizen Advisory Committee for a term of two years. The motion carried 7-0.*
- *Commissioner Maddox moved, duly seconded by Commissioner Desloge, to appoint Commissioner Lindley to the Council on Culture & Arts for a term of four years. The motion carried 7-0.*

Option 2: Substitute Member to the Canvassing Board & Alternate Substitute Member to the Canvassing Board:

- *Commissioner Maddox moved Commissioner Dailey, to serve as a Substitute Member to the Canvassing Board. The motion carried 7-0.*
- *Commissioner Maddox moved, duly seconded by Commissioner Proctor, the appointment of Commissioner Dozier as the Alternate Substitute Member to the Canvassing Board. The motion carried 7-0.*

Community Redevelopment Agency:

- *Commissioner Proctor moved, duly seconded by Commissioner Desloge, to reappoint Commissioners Dozier, Lindley, Maddox and Proctor to the Community Redevelopment Agency for terms of two years. The motion carried 7-0.*

Leon County Research and Development Authority:

- *Commissioner Maddox moved, duly seconded by Commissioner Desloge, to approve the Resolution appointing Commissioner Dozier to the Leon County Research and Development Authority for a term of four years. The motion carried 7-0.*

Chairman Lindley announced that the Board had concluded its General Business Agenda and would now enter into Commissioner Discussion Items.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

Chairman Lindley reconvened the Board and the following public hearings were conducted.

29. Second and Final Public Hearing to Consider a Proposed Ordinance Amending Section 10-6.612 of the Land Development Code to Prohibit Retail Fuel Sales in the Rural Zoning District

County Administrator Long announced the public hearing.

Speakers:

- The following individuals appeared in support of the proposed ordinance:
 - Dr. Pamela Hall, 5051 Quail Valley Road
 - Jerrie Lindsey, 8765 NWK Way
 - Mike Rychlik, 9601-68 Miccosukee Road
 - Robert Scanlon, 3989 Sun Hawk Blvd.
 - Jeff Blair, 9143 Stargate Way (a copy of Mr. Blair's comments are included as part of the record.)

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the second and final Public Hearing and adopt the proposed Ordinance amending Section 10-6.612 of the Land Development Code to prohibit retail fuel sales in the rural zoning district.

30. First and Only Public Hearing to Adopt a Proposed Ordinance Amending Article VI, Section 10-6.616, Zoning, of Chapter 10 of the Leon County Land Development Code Related to Lake Protection

County Administrator Long announced the public hearing and confirmed there were no speakers on the item. He stated that the proposed Ordinance would implement a text amendment to the Comprehensive Plan previously adopted by the Board eliminating the one half acre minimum lot size in cluster development in the unincorporated area of the Lake Protection future land use category where sewer is available.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance amending Article VI, Section 10-6.616, Zoning, of Chapter 10 of the Leon County Land Development Code related to Lake Protection. The motion carried 7-0.

31. First and Only Public Hearing to Consider the Public Benefits and Enter into a Public-Private Cooperation Agreement for the Construction of the Bannerman Road Phase 1 B Widening Project

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

Commissioner Proctor spoke on the need to secure more right of way for Bannerman Road to be extended to Highway 27.

Commissioner Dailey mentioned that he has a family member who has property located off Bannerman Road; however, confirmed with County Attorney Thiele that he did not have a conflict of interest and could vote on this item.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the First and Only Public Hearing to adopt Resolution Finding Public Benefits, and enter into a Public-Private Cooperation Agreement for the Construction of Phase 1B of the Bannerman Road. The motion carried 7-0.

32. First and Only Public Hearing to Adopt a Proposed Resolution on Intent to Use the Uniform Method of Collecting Non-Ad Valorem Assessments for Fire Rescue Services Levied Within the Unincorporated Area of the County

County Attorney Thiele announced the public hearing. He conveyed that this method of collection has been used annually for those individuals who have not paid the quarterly assessment.

Commissioner Desloge moved, duly seconded by Commissioner Dailey, approval of Option 1: Conduct the first and only public hearing and adopt a proposed Resolution electing to use the uniform method of collecting non-ad valorem assessments for fire rescue services levied within the unincorporated area of the County.

Commissioner Dozier shared that she has received e-mails from concerned citizens and confirmed with the County Attorney that no changes are being made to the Fires Services rate or process of the Non-Ad Valorem Assessment and possible changes by the City will not impact the Board's direction of maintaining status quo.

Commissioner Proctor asked if non-payment of the fee would lead to a lien or foreclosure type situation. County Attorney Thiele responded that the fee is assessed on the property tax bill and would not result in a lien or foreclosed like a mortgage lien. He noted however, that if the property taxes are not paid, the property would be subject to the tax deed process.

The motion carried 7-0.

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Ruth Chase, 9601 Miccosukee Road, appeared and expressed a concern for Leon County's future growth plans, which may lead to over development. She encouraged the Board to keep other environmental based standards in mind for community development.

Comments/Discussion Items

County Attorney Thiele:

- Apologized for his absence at the Retreat yesterday as he was called to appear in court.
- Wished all a "Happy Holidays and Happy New Year".

County Administrator Long:

- Also extended Happy Holidays and Happy New Year greetings.

Commissioner Discussion Items

Commissioner Sauls:

- Wished everyone a “Merry Christmas and Happy New Year”.

Commissioner Desloge:

- Wished a belated Happy Birthday to Commissioner Dailey.
- Extended congratulations to County Administrator Long on being elected First President-Elect of the Florida Association of County Managers.
- *Commissioner Desloge moved, duly seconded by Commissioner Dozier, a request for a Proclamation celebrating the 100th Anniversary of the Kiwanis Club. The motion carried 7-0.*
- Wished everyone a “Merry Christmas, Happy Hanukah and Happy New Year”.

Commissioner Maddox:

- Congratulated Commissioner Dozier on hosting a successful E-month stakeholder forum.
- *Commissioner Maddox moved, duly seconded by Commissioner Desloge, a request for a Proclamation congratulating the Florida State University's Women's Soccer Team on winning the NCAA National Championship. The motion carried 7-0.*
- Wished everyone a Happy Holidays.

Commissioner Dozier:

- Expressed her appreciation for staff's support of the E-month stakeholder forum and the Board Retreat.
- Stated that she enjoyed the Winter Festival and appreciated staff's efforts on the County's float.
- Announced that she met with Florida Department of Children & Family Secretary Mike Carroll to discuss homelessness. She will accompany the Secretary for a tour of the Comprehensive Emergency Services Center on Thursday, December 11th at 2:00 p.m and indicated that this is an issue of interest to him.
- Mentioned that citizens are expressing concerns regarding the East Mahan Drive property on Miers and Rockaway (which was approved under the Consent Agenda, Item #17) and asked staff to be proactive in its community outreach on this issue.
- Hoped everyone has a “great holiday season”.

Commissioner Dailey:

- Thanked his colleagues for their support of the Fred George Park expenditure (approved by the Board under its General Business Agenda, Item #27).
- Recognized the team who put together the County's Winter Festival float.
- Recognized first responders and County operations staff who will not be off during the holidays so as to assure continued service.

Vice-Chairman Proctor:

- Congratulated the Godby Cougars football team who will compete in the Class 5A state football championship.
 - *Commissioner Proctor moved, duly seconded by Commissioner Dailey, for a Proclamation recognizing the Godby Cougar football team as state champions (should they prevail in the championship game). The motion carried 7-0.*
- Referenced the proposal submitted by Ms. April McCray regarding poverty in the County Public School Systems and cuts to the Supplemental Nutrition Assistant Program (SNAP).

- *Commissioner Proctor offered a motion to direct staff to review the information and bring back an agenda item to explore ways the County can work with the School Board and possibly FSU to provide food supplement during the summer months. The motion failed for lack of a second.*
 - Commissioner Dailey encouraged the Chairman to bring this issue up at the next Mayor/Chair meeting. He mentioned that a joint plan to address this was necessary which could be brought back to the respective Boards for consideration. Chairman Lindley agreed to add it to her agenda.
 - Commissioner Dozier asked that the Board be kept apprised of any legislation (state or federal) that might address this issue and that could be supported by the Board.

Chairman Lindley:

- No items.

Chairman Lindley adjourned the Board for its dinner break at 5:04 p.m. and announced that it would reconvene at 6:00 p.m. for the scheduled Public Hearings.

Receipt and File:

- Florida Development Finance Corporation Annual Reporting Requirements
- Capital Region Community Development District Record of Proceedings – October 9, 2014

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:24 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Bob Inzer, Clerk of the Circuit Court and Comptroller

Title: Acceptance of the Annual Investment Report for Fiscal Year 2013-2014

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Betsy Coxen, Finance Director, Clerk of the Court & Comptroller
Lead Staff/ Project Team:	Norma Parrish, Treasury Manager

Fiscal Impact:

This item has no fiscal impact to the County. The report details the investment income earned of approximately \$1 million for the Fiscal Year ending September 30, 2014.

Staff Recommendation:

Option #1: Accept the Annual Investment Report for Fiscal Year 2013-2014 (Attachment #1).

Report and Discussion

Background:

Surplus Funds Investment Ordinance 93-3 established the Investment Oversight Committee (IOC) to monitor investments and established specific authority for the investment of surplus funds as required by state statutes. Additionally, the Ordinance states that the IOC will provide the Board of County Commissioners an annual report on the performance and conditions of the County's investments.

The IOC was established to formulate investment strategies, provide short-range direction, and monitor the performance and structure of the County's portfolio. The IOC consists of the Clerk of the Circuit Court and Comptroller, the County Administrator's designee (Deputy County Administrator), and three qualified individuals with financial or investment expertise, who are independent of employment and business relationships with Leon County.

Surplus funds of the County are invested through a variety of investment instruments. Maintaining a core level of assets with the government pools such as the Treasury Special Purpose Investment Account (SPIA) or other short-term entities is viewed as the best way of maintaining secure asset values with sound investment practices. Cutwater Asset Management was chosen through a competitive selection process to invest the intermediate term investments. Overnight investments and liquidity is maintained through the County's banking contract.

Analysis:

Clerk staff, in conjunction with the external manager, developed an Annual Investment Report that outlines the investment activities of Leon County (Attachment #1). This report was presented to the IOC at its quarterly meeting on November 5, 2014. The IOC reviewed and approved the report, and authorized it be forwarded to the Leon County Board of County Commissioners. The Clerk and IOC are pleased to report that the investment of all funds this year was consistent with Ordinance 93-3.

The total income earned of \$1,081,664 provided an effective rate of return of 0.58% on an average daily balance of \$187,095,645 in fiscal year 2014. Total income was below that of the prior fiscal year due to the smaller portfolio balance, the low interest rate environment, and the reduction of the duration of the portfolio.

Options:

1. Accept the Annual Investment Report for Fiscal Year 2013-2014 (Attachment #1).
2. Do not accept the Annual Investment Report for Fiscal Year 2013-2014.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Annual Investment Report for Fiscal Year 2013-2014

ANNUAL INVESTMENT REPORT

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2014

PREPARED BY
BOB INZER
CLERK OF CIRCUIT COURT
AND COMPTROLLER

LEON COUNTY, FLORIDA

ANNUAL INVESTMENT REPORT

Fiscal Year Ended September 30, 2014
Leon County, Florida

EXECUTIVE SUMMARY

The Commission approved Investment Policy provides for a very conservatively managed portfolio. The County's Investment Portfolio continued to perform as expected. Policy controls related to portfolio duration, credit quality, liquidity and instrument selection are established to reduce volatility with respect to investment returns. **The portfolio earned \$1,031,184 of interest and realized gains of \$50,480 for a total income of \$1,081,664 for the fiscal year ended September 30, 2014.** This total income provided an effective rate of return of 0.58% on an average daily balance of \$187,095,655 in fiscal year 2014. For comparison, the portfolio earned \$1,843,498 of interest and realized gains of \$143,141 for a total income of \$1,986,638 for the fiscal year ended September 30, 2013. This total income provided an effective rate of return of 1.00% on an average daily balance of \$197,568,730 in fiscal year 2013.

To avoid the loss that a longer duration portfolio often experiences when interest rates rise, the effective portfolio duration of 2.21 was reduced to 1.72 by July 31, 2013. The IOC maintained this shortened duration throughout fiscal year 2014 due to continued market volatility. As shorter duration investments generally provide less yield, this strategy and a smaller investable balance resulted in lower income year over year.

Section 218.415 (15), Florida Statutes, requires Leon County Clerk of Circuit Court and Comptroller to provide an annual report to the Board of County Commissioners of the securities in the portfolio by investment type, book value, market value and income earned. This information is included below in Table I as of September 30, 2014.

Table I Portfolio Ending Balance and Total Income Earned				
Investment Type	Amortized Book Value	Market Value		Total Income Earned
Cutwater Asset Mgmt	77,376,660	77,434,785		730,738
FI Municipal Investment Trust 0-2	49,938	49,938		85
FL Municipal Investment Trust 1-3	7,699,992	7,699,992		44,996
FI Local Govt. Investment Trust	10,635,363	10,635,363		67,908
FI State Treasury SPIA	7,862,028	7,898,193		86,205
FL Prime	19,820,881	19,820,881		90,446
Wells Fargo Cash	28,647,478	28,647,478		57,785
Wells Fargo Broker Account	6,000,608	6,000,608		3,502
Total Cash and Investments	158,092,948	158,187,238		1,081,664

Table II Average Daily Balance and Total Return				
Investment Type	FY 2013 Ave Daily Balance	Total Return	FY 2014 Ave Daily Balance	Total Return
Cutwater Asset Mgmt.	76,613,180	0.44%	77,123,930	0.85%
FI Municipal Investment Trust 0-2	49,853	0.16%	49,897	0.19%
FL Municipal Investment Trust 1-3	16,641,475	0.20%	7,683,331	0.60%
FI Local Govt. Investment Trust	13,738,766	0.36%	10,612,430	0.64%
FI State Treasury SPIA	65,894,545	1.36%	7,811,185	1.11%
FL Prime	9,425,544	0.18%	56,660,806	0.16%
Wells Fargo Cash	15,205,367	0.30%	21,338,841	0.30%
Wells Fargo Broker Account			5,815,236	0.06%
Total Daily Average	197,568,730		187,095,655	

ANNUAL INVESTMENT REPORT

Fiscal Year Ended September 30, 2014
Leon County, Florida

Investment Oversight Committee

The Board of County Commissioners in their Investment Policy provides for an Investment Oversight Committee to work with the Clerk of the Circuit Court and Comptroller in the investment of the portfolio. The Committee meets quarterly unless interim issues require more frequent meetings. Meetings are noticed; open to the public and the minutes of each meeting recorded. The IOC consists of the Clerk; the County Administrator Designee, Deputy County Administrator Alan Rosenzweig; and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. They are Stan Barnes, Managing Partner, Allen Mooney & Barnes Investment Advisors, LLC, Marvin M. Garland, EVP and COO of the LSCU Service Corporation, and Michael Kramer, COO of Desloge Home Oxygen. David Reid was appointed by the Clerk to replace Marvin Garland whose term ended July 31, 2014.

During the fiscal year ending September 30, 2014, the portfolio was managed within the guidelines and limitations of the Investment Oversight Committee recommendations and the Commission approved policy without exception.

Investment Managers

The investment portfolio end of month balances ranged from \$156 million to \$216 million during the fiscal year, with higher balances during the winter as taxes are received by the Leon County Tax Collector. The portfolio was allocated among the following government pools: Florida Prime, Florida Local Government Investment Trust (FLGIT) and the Florida Municipal Investment Trust (FMIvT). The external manager from Cutwater Asset Management (Cutwater) invested an average of 42% of the portfolio in slightly longer term investments.

Currently, Cutwater manages approximately \$77.4 million. Intermediate fixed income portfolios have durations of 1.5-1.8 years. The established performance benchmark for Cutwater is the Bank of America/Merrill Lynch 1-3 Year Government Index.

On October 6th 2014, Cutwater notified the County that it will become a wholly-owned subsidiary of Bank of New York Mellon. BNY Mellon is owned by The Bank of New York Mellon Corporation, a global investment company dedicated to providing financial services to institutions, corporations and individual investors that utilizes an autonomous, multi-boutique model for its investment offerings. Cutwater will join the BNY Mellon Investment Management platform, and the firm will have a board expected to be comprised of senior executives from Cutwater, BNY Mellon, and Insight Investment ("Insight"). Insight is an affiliate of BNY Mellon and is one of the United Kingdom's largest investment management companies specializing in liability-driven investment (LDI), fixed income, absolute return and specialist investment strategies, and an important member of BNY Mellon's Investment Management platform in the U.S.

The Clerk completed bidding out its banking relationships pursuant to a competitive selection process and entered into a new contract April 1, 2012, with Wells Fargo Bank. The current earnings credit earned on balances is 30 basis points.

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2014
Leon County, Florida

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ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2014
Leon County, Florida

I. INVESTMENT POLICY

Section 218.415, Florida Statutes provides units of local government the ability to adopt a written investment plan to govern the investment of their investment portfolio. The Leon County Board of County Commissioners on September 17, 2002 adopted an investment policy. It provides for among other things, an annual report to be presented to the Board of County Commissioners. The portfolio has been managed within the guidelines and limitations of the Investment Oversight Committee recommendations and Commission approved policy without exception. On October 11, 2011, the Board adopted revisions to the Policy to provide the flexibility to manage the portfolio in the volatile market environment.

The Florida Constitution provides that the Clerk of Court and Comptroller (Clerk) will be responsible for the investment of County funds and this report is being submitted by the Clerk as provided by the Board's Investment Policy. All investment activity is conducted in accordance with written procedures and internal controls.

II. INVESTMENT OVERSIGHT COMMITTEE

The Clerk established the Investment Oversight Committee (IOC) to formulate investment strategies, provide short-range direction, and monitor the performance and structure of the County's portfolio, established the Investment Oversight Committee (IOC). The IOC consists of the Clerk; the County Administrator Designee, Deputy County Administrator Alan Rosenzweig; and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. The three outside members are Stan Barnes, Managing Partner, Allen Mooney & Barnes Investment Advisors, LLC, Marvin M. Garland, EVP and COO Leverage, the LSCU Service Corporation, and Michael Kramer, COO of Desloge Home Oxygen. David Reid was appointed by the Clerk to replace Marvin Garland whose term ended July 31, 2014.

III. ACTIVITIES OF THE INVESTMENT OVERSIGHT COMMITTEE

The Investment Oversight Committee (IOC) scheduled periodic meetings to discuss issues relating to the investments of the County. During the current year, the IOC continued to focus on positioning the portfolio defensively against rising rates, moving the effective duration from 1.73 as of September 2013 to 1.65 as of September 2014, for the portfolio.

IV. INVESTMENT OBJECTIVES

The Policy states that the primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity and finally, return maximization.

Safety of principal is the foremost investment objective. Investment transactions should seek to keep capital losses to a minimum, whether the result of security defaults, or erosion of market value. This is best insured by establishing minimum acceptable credit ratings, limiting the portfolio's overall duration, setting maximum exposures by sector, defining appropriate levels of diversification and authorized transactions and limiting exceptions.

The second objective is the provision of sufficient liquidity. A portion of the County's overall portfolio should be maintained liquid in order to meet operating, payroll and ongoing capital requirements. Maintaining a core level of assets with the government pools such as the Treasury Special Purpose

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Investment Account (SPIA), Florida Prime, or other short-term entities is viewed as the best way of maintaining secure asset values with sound investment practices. The remainder of the overall portfolio should be managed in such a manner that funds can be liquidated in a reasonable amount of time, recognizing that there are other sources for day-to-day liquidity and that this portfolio is primarily available for income generation within the constraints of this policy.

Maximizing yield on the portfolio is of least importance compared to the safety and liquidity objectives above. Return maximization is guided by the predefined and acceptable levels of risk as defined in this policy.

V. PORTFOLIO PERFORMANCE

Acceptable portfolio performance is the result of balancing the rewards of investing, or the income earned, with the risks associated with those investments. Factors influencing the portfolio's performance are the types of permitted investments and allowable maturities, liquidity requirements, overall interest rate environment, cash flows, and the investment manager's performance.

The portfolio earned \$1,031,184 of interest and realized gains of \$50,480 for a total income of \$1,081,664 for the fiscal year ended September 30, 2014. This total income provided an effective rate of return of 0.58% on an average daily balance of \$187,095,655 in fiscal year 2014. For comparison, the portfolio earned \$1,843,498 of interest and realized gains of \$143,141 for a total income of \$1,986,638 for the fiscal year ended September 30, 2013. This total income provided an effective rate of return of 1% on an average daily balance of \$197,568,730 in fiscal year 2013.

To avoid the price loss that a longer duration portfolio would experience when interest rates began rising in June 2013, the effective duration of 2.21 was reduced to 1.72 by July 31, 2013. The IOC maintained this shortened duration throughout fiscal year 2014 due to continued market volatility. As longer duration investments generally offer more yield, this strategy and a smaller investable balance resulted in lower income year over year.

The Following is an Overall Market and Portfolio Specific Commentary Provided by the County's Investment Advisor Cutwater Asset Management, Inc.

Cutwater Fourth Quarter 2014 Review

Leon County's investment portfolio managed by Cutwater outperformed its comparative benchmark, the Merrill Lynch 1-3 Year Government Index, for the fiscal year ending September 30, 2014. **The external portfolio produced a total return, net of fees, of 0.85% compared to the Index return of 0.52%, which includes no fee charges.**

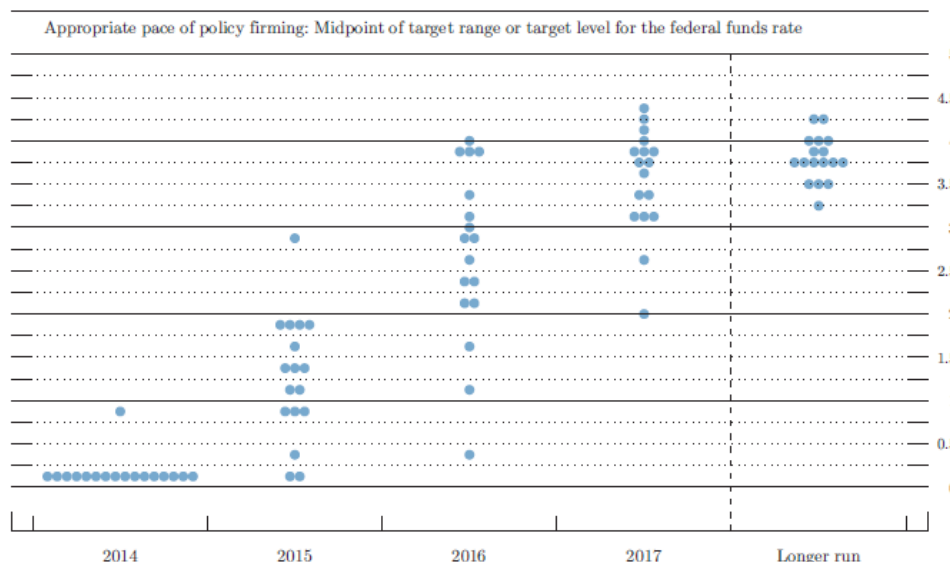
Third Quarter 2014 Review & Outlook

Consider when thinking about the Federal Funds rate and the probable path of rate rises that the concept of "lower for longer" does not mean "lower forever." The Federal Reserve meeting on September 17th highlighted this concept in its summary of economic projections, which for the first time included each participant's projections for the Federal Funds rate through 2017. Fifteen of the seventeen participants project that the overnight borrowing rate should be at least 3 percent by 2017, and all members project that the long-run "terminal" rate should be 3.25 percent or higher. Of immediate importance to the market is the timing of this first rate hike with most prognosticators predicting a mid-2015 event.

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Figure 1. Federal Funds Rate Projections.



Source: Federal Reserve Open Market Committee

Most curious to this particular meeting among the nuances of the statement, projections, and ensuing news conference was that the Fed revised GDP projections for 2015. In this particular table, the Fed governors revised downward and widened the GDP range to “2.6 to 3.0” from “3.0 to 3.2.” This revision is conceptually contradictory to the expectations of higher Federal Funds rates, especially when one considers that several of the “dots” in Figure 1 raised their 2015 projections from the previous quarter. Despite expecting lower growth, FOMC participants now prefer raising rates a bit higher.

Figure 2. Fed Governors Lower and Widen 2015 GDP Forecasts.

Variable	Central tendency ¹				
	2014	2015	2016	2017	Longer run
Change in real GDP, . . .	2.0 to 2.2	2.6 to 3.0	2.6 to 2.9	2.3 to 2.5	2.0 to 2.3
June projection	2.1 to 2.3	3.0 to 3.2	2.5 to 3.0	n.a.	2.1 to 2.3
Unemployment rate,	5.9 to 6.0	5.4 to 5.6	5.1 to 5.4	4.9 to 5.3	5.2 to 5.5
June projection	6.0 to 6.1	5.4 to 5.7	5.1 to 5.5	n.a.	5.2 to 5.5
PCE inflation,	1.5 to 1.7	1.6 to 1.9	1.7 to 2.0	1.9 to 2.0	2.0
June projection	1.5 to 1.7	1.5 to 2.0	1.6 to 2.0	n.a.	2.0
Core PCE inflation ³ ,	1.5 to 1.6	1.6 to 1.9	1.8 to 2.0	1.9 to 2.0	
June projection	1.5 to 1.6	1.6 to 2.0	1.7 to 2.0	n.a.	

Source: Federal Reserve Open Market Committee

Our view of this curious change is that no matter how dovish Janet Yellen and the Fed majority wishes to be, they must elevate the near-zero Fed Funds rate next year. Economic data on the whole is on trend to support this plan, but GDP has experienced periods of brief disappointment as recently as the first quarter, polar vortex-driven, 2.1 percent contraction. Lowering and widening GDP expectations provides a greater window of opportunity for the Fed to raise rates even if the economy pauses. In fact and in part due to the compounding effect of the quarterly estimates, a 2.6 percent annual growth rate in 2015 is attainable even with only one 2015 quarter of 3.0 percent growth and the remaining quarters averaging 2.5 percent growth. This is indeed a wide berth for the Federal Reserve.

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With the exception of last May's "taper tantrum", the Fed's communication strategy has been one of gradual preparation for the inevitable first rate increase. Nobody should be surprised by the time it actually occurs next year, although there is bound to be some short-term volatility associated with that day. Rather, the biggest risk to the investment community is if the Fed does not raise rates sometime in 2015. Consider the circumstances should this occur. Either the U.S. economy suffers a meaningful economic slowdown or the Fed is so complacent that they are willing to risk another major financial asset and consumer price bubble sometime in the near future. This latter stagflation scenario would be particularly bad for bond investors as the only safe haven would be cash investments with long-term bonds then poised to underperform.

Our base economic scenario for 2015 is still aligned with a stable and broadening U.S. economy capable of growing 3 percent per annum or possibly more. Aside from the Fed risk previously discussed, Europe and China slowdowns may pose headwinds for U.S. growth, but are not expected to curtail what has been a resilient domestic economy. This fundamental economic strength and relatively low market volatility, thanks in part to Fed over-communication, is the basis for our general overweight allocation to the credit sectors at the expense of Treasury securities. Note, however, that we expect a gradual moderation of this credit sector overweight as current pricing implies fair valuations at best. Short-term Treasury yields remain vulnerable to a more active Federal Reserve, but long-term rates appear anchored by a confluence of forces including low inflation, an aging population, a strong dollar, and global yield differentials. Assuming our Federal Reserve and economic growth thesis holds true, we expect a significantly flatter yield curve where intermediate duration Treasuries underperform the combination of short maturity notes and long maturity bonds.

VI. PERMITTED INVESTMENTS AND ALLOWABLE MATURITIES

Table 1 summarizes the permitted investments, composition limits, and maximum allowable maturities. The County's available funds are invested according to Leon County Investment Policy Section XIV, which authorizes the County to invest in specific permitted investment types. The permitted investments are restricted by the Policy in their composition limits and maximum allowable maturities. The portfolio was in compliance with all policy guidelines. The Policy permits maturities of the operating portfolio establishing a range of 60 days to 10 years. The actual portfolio will have a range of 0.5 years to 2.5 years, with an average duration of 1.5 years. Table 1 gives a brief description of each investment type. It is generally regarded that the following investment types are safe investments and meet the Policy's first objective: safety.

Table 1 – Permitted Investments

<u>Investment Type</u>	<u>Composition Limit</u>	<u>Max Maturity/ WAL Limit</u>
Repurchase Agreements	15%, 5% any one issuer	60 Days
Bankers' Acceptances	15%, 5% any one issuer	270 Days
Commercial Paper	20%, 5% any one issuer	270 Days
CDs (Financial Deposit Instruments insured by FDIC)	30%	2-Year, 1-Year Avg
Agencies	100%, 20% any one issuer	5-Year
Instrumentalities	45%, 15% any one issuer	5-Year
Corporate Debt	25%, 3% any one issuer	5-Year
Municipal Bonds	35%, 3% any one issuer	5-Year
Mortgage Backed Securities	35%, 5% any one issuer	5-Year WAL

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Asset Backed Securities	10%, 1.5% any one issuer	5-Year WAL
Commercial Mortgage Backed Securities	8% , 3% any one issuer	5-Year WAL
Treasuries	100%	10-Year
FLGIT, FMIT 0-2, and FMIT 1-3	15% each	NA
SBA. SPIA	50%	NA
Money Markets	100%	NA

A. U.S. Government Securities (Treasuries)

The securities comprising Treasuries are direct obligations of the U.S. Government. The securities are designated by maturity. Treasury bills have maturities of one year or less, Treasury notes have maturities of two to ten years, and Treasury bonds have maturities of more than ten years. The longer maturities share some market risk in that their prices may be more volatile due to interest rate fluctuations. Treasury yields are typically lower than yields of other U.S. Government securities. The investment policy allows the County to invest up to 100% of the portfolio in these investments.

B. Federal Agency Securities (Agencies)

Agencies are securities issued by agencies of, and are guaranteed directly by, the U.S. Government. The Policy limits Agency investments to bonds, debentures or notes issued or guaranteed by United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities are limited to the following: Small Business Administration, United States Department of Agriculture, United States Export-Import Bank, direct obligations or fully guaranteed certificates of beneficial ownership, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration Debentures, General Services Administration Participation Certificates, United States Maritime Administration Guaranteed, Title XI Financing, New Communities Debentures, United States Government guaranteed debentures, U. S. Public Housing Notes and Bonds, U.S. Government guaranteed public housing notes and bonds, U. S. Department of Housing and Urban Development Project notes and local authority bonds. Agencies are typically longer term and not frequently traded, creating some liquidity risk. Agency yields are generally greater than Treasury yields of similar maturities. A maximum of 20% of the portfolio may be invested in any one agency and an aggregate of up to 100%.

C. Federal Agency Securities (Instrumentalities)

Instrumentalities are also securities issued by agencies, which are sponsored by the U.S. Government. The Policy allows purchases of bonds, debentures or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following: Federal Farm Credit Bank (FFCB), Federal Home Loan Bank or its district banks (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC) including participation certificates, and Tennessee Valley Authority (TVA). Yields on Instrumentalities are typically greater than Treasury yields of similar maturities. The Policy further restricts investments in any one agency to 15% of the portfolio and an aggregate of 45% of the portfolio.

D. Financial Deposit Instruments Insured by FDIC (Certificates of Deposit)

Investments may be made in Financial Deposit Instruments Insured by FDIC in banks organized under the laws of this state and/or in national banks organized under the laws of the United States

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and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes and provided that the bank is not listed with any recognized credit watch information service. A maximum of 30% of the portfolio may be invested in Financial Deposit Instruments insured by FDIC.

E. Repurchase Agreements (Repos)

A repurchase agreement is a financial transaction in which Leon County exchanges cash for ownership of specific securities with a simultaneous agreement to sell back the securities. Overnight repos mature in one day. Other repos are written to mature in specific multi-day periods and are known as term repurchase agreements. Other repos are written as open transactions with indefinite terms subject to liquidation by either party. Yields tend to run close to the federal funds rate. The Policy calls for the specific securities to be only those Treasuries or Instrumentalities allowed by the Policy with maturities. The collateral held pursuant to a repurchase agreement shall have a maturity under five years and having a market value of 102% during the term. Leon County will enter into a repo transaction only with qualified financial institutions, which have executed a Master Repurchase Agreement with the Clerk's Office. The Policy further restricts transactions with any one financial institution to 5% of the portfolio, except for one-business day repos, with total repos to a maximum investment of 15%.

F. Bankers' Acceptances (BAs)

Bankers' Acceptances are generally bearer form securities comprised of underlying letters of credit used to finance international trade. A bankers' acceptance is created from a letter of credit issued by an importer's bank to pay a foreign exporter for goods expected to be received. The exporter will normally present this letter of credit to its bank for a discounted payment. The exporter's bank then presents the letter of credit to an U.S. correspondent bank for payment at which time it is marked "Accepted". Upon acceptance, the BA becomes an irrevocable and unconditional obligation of the accepting bank and it is also an obligation of the importer and any endorser thereof. BAs typically have maturities of 180 days or less. Yields are generally greater than Treasuries and Instrumentalities of similar maturity. The Policy requires bankers' acceptances which are inventory based and issued by a bank, which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" and "A" by Moody's and "A-1" and "A" by Standard & Poor's. The Policy further restricts the investment with any one financial institution to 5% of the portfolio and an aggregate of 15% of the portfolio.

G. Commercial Paper (CP)

Commercial paper is unsecured short-term debt issued primarily by corporations to finance receivables and other short-term needs. CP has a maximum maturity of 270 days or less. Yields are typically greater than Treasuries and Instrumentalities of similar maturity. The Policy requires the issuer to be rated Prime-1 by Moody's Investor's Service and A-1 by Standard & Poor's. The Policy further restricts the investment with any one financial institution to 5% of the portfolio and an aggregate of 20% of the portfolio.

H. Municipal Obligations (Munis)

Investments may be made in notes or bonds issued by governmental entities or territorial boundaries of the United States, provided that such instrument is rated A or better by at least one NRSRO. The Policy further restricts the investment with any one issuer to 3% and an aggregate of 35% of the portfolio.

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I. Constant Net Asset Value Money Market Mutual Funds

Money markets are pools of securities providing income and liquidity. The Policy enables the Clerk to invest in SEC qualified constant net asset value fixed income money market mutual funds rated AAAM or AAAg comprised of only those investment instruments as authorized in this Section V, Portfolio Composition, provided that such funds do not allow derivatives. A maximum of 100% of the portfolio may be invested in money markets.

J. Florida Local Government Surplus Funds Trust Fund, also known as Florida PRIME

Florida PRIME is administered by the Florida State Board of Administration (SBA) for the purpose of pooling investment funds of local governments in an investment portfolio of money market instruments that provide liquidity while preserving capital. On February 13, 2008, the Trustees of the SBA hired Federated Investors to manage Florida PRIME, effective on March 1, 2008. As of October 1, 1997, the SBA had converted Florida PRIME to a "2a-7 like" investment pool (SEC Rule 2a-7 of the Investment Company Act of 1940). The SBA generally intends to maintain a weighted average maturity of 60 days or less, to invest at least 50% of the pooled assets in securities rated A-1+ or deemed of comparable quality, and to have no more than 25% of assets in a single industry sector, except the financial services industry. On September 30, 2014, Florida PRIME was invested in fixed rate and floating rate bank instruments, repurchase agreements, fixed rate and floating rate corporate commercial paper, floating rate corporate notes, money market mutual funds, and fixed rate and floating rate asset backed commercial paper. A maximum of 50% of the portfolio may be invested in Florida PRIME.

K. The Florida Local Government Investment Trust Government Fund (FLGIT)

The FLGIT is a local government investment pool created by the Florida Association of Court Clerks and Controller, and the Florida Association of Counties for the purpose of providing public entities with an investment program that focuses on longer term securities with the highest credit ratings. The effective maturity of the underlying investments is five years or less. At year end, the FLGIT was major holdings included Treasury Notes, Corporates, Asset-Backed Securities, and Federal agency obligations. This investment type is subject to some market risk due to fluctuating prices and liquidity risk due to advance redemption notification requirements. However, it has a professional investment advisor and an investment advisory board, and provides diversity in the Fund's portfolio. The FLGIT maintains a credit rating of AAA by Standard & Poor's. Investments in this pool are limited to a maximum of 15% of the portfolio.

L. First Municipal Investment Trust (FMIT) 1- 3 Year High Quality Bond Fund.

The FMIT is a similar investment pool operated by the Florida League of Cities. Its rating, investment parameters and liquidity generally mirror those of the FLGIT. The 1 to 3 Year High Quality Bond Fund is designed to provide an investment pool alternative to those Members that have excess funds and that have an investment horizon greater than that of money market instruments. The investment objective is: 1) to preserve capital; 2) achieve a total rate of return that exceeds the return of T-Bills by 1% per year over rolling three-year periods; and 3) exceed the return of the Merrill Lynch One-to Three-year Government Index over three-year periods. The Portfolio will generally invest in securities with greater potential returns and risk than those offered by money market type instruments. Due to the fact that the Portfolio will be investing in securities with an average maturity of approximately two years, increases in interest rates will cause declines in the net asset value of the Portfolio. Therefore,

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the Portfolio may be an inappropriate investment for funds required to meet short-term needs. Investments in this government pool are limited to a maximum of 15% of the portfolio.

M. First Municipal Investment Trust (FMIT) 0 - 2 Year High Quality Bond Fund

The County allocates a portion of investments in this Bond Fund also operated by the Florida League of Cities. This Fund which was established in April 2009 invests in Government and high quality securities while maintaining an average maturity of approximately one year. The performance of the portfolio is measured against the Merrill Lynch 1 Year Treasury Note Index. The portfolio is managed by Atlanta Capital Management. Investments in this government pool are limited to a maximum of 15% of the portfolio.

N. Special Purpose Investment Trust (SPIA)

Effective July 1, 2004, Section 17.61(1), Florida Statutes was amended to permit organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool "Special Purpose Investment Account (SPIA)." Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. The Board of County Commissioners approved revisions to the County's Investment Policy effective October 11, 2011, to permit up to 50% of the County portfolio to be invested with the Treasury Special Purpose Investment Account (SPIA). The financial details and disclosures for the Treasury Investment Pool are made in Note 2 to the State of Florida Comprehensive Annual Financial Report (CAFR).

The Treasury Investment Pool (Pool) earned \$24,996,938 in September 2014. For the month of September, these earnings resulted in a gross effective interest rate (annualized) of 1.4324 %. The Pool's fair value factor was 1.0046 for September. A factor more than 1.0000 provides that the market value of the Pool's investments is more than the funds invested in the Pool. For more information relating to the Treasury Investment Pool, please visit the website at www.fltreasury.org.

VII. LIQUIDITY REQUIREMENTS

The second objective in managing the County's investments is the provision of sufficient liquidity. On a regular basis, the County's receipts and disbursements are analyzed to determine trends in cash inflow and outflow. Cash inflows are invested immediately upon receipt and become part of the portfolio. The portfolio provides cash for weekly payment of operating and capital expenditures, biweekly payment of payroll expenditures, and semiannual debt service payments. Debt service payments are funded through sinking funds held by the County.

VIII. INVESTMENT OPERATIONS

Investing activities are conducted by the investment advisor and qualified professionals in the Clerk's Office in accordance with Florida Statutes, County Ordinances, and written policies and procedures. Periodic reports of investment activity and positions are prepared and distributed to management of the Clerk's Office, management of the BCC and the Investment Oversight Committee. Regular meetings of the IOC are held to monitor the portfolio, evaluate investment performance and discuss investment strategies.

The investment advisor and Clerk staff use sophisticated techniques in carrying out its investment activities including the use of electronic bank and trust account systems; electronic funds transfer; on-line, real-time monitoring of U.S. securities markets; and electronic trading. Bank account balances,

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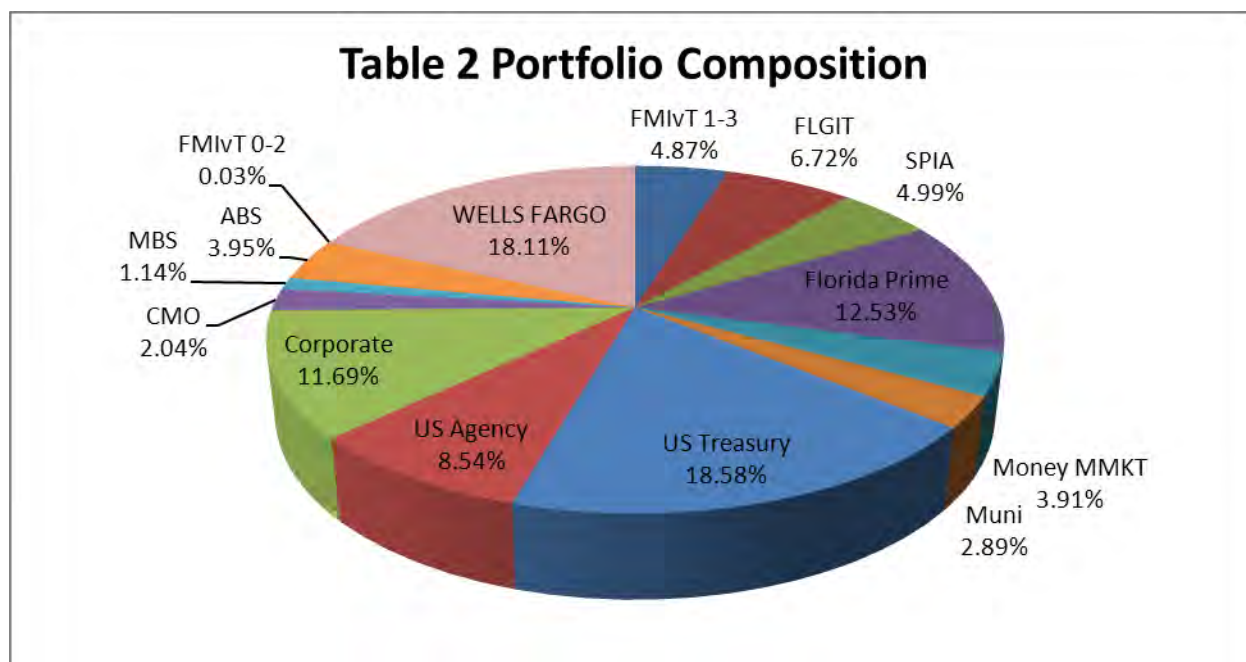
cash requirements, investment positions and trust account activity are determined daily. Current conditions and evaluations of national economic activity are considered in making asset allocation decisions.

A. Portfolio Balances

The portfolio's ending balance for fiscal year 2014 was \$158,187,238 while the ending balance for 2013 was \$170,850,481 a decrease of \$12,663,243.

B. Portfolio Composition

During the fiscal year ending September 30, 2014, the portfolio was managed within the guidelines and limitations of the Investment Oversight Committee recommendations and the Commission approved policy without exception. The Clerk or the Clerk's designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting. The portfolio was managed in compliance with the Policy which requires the portfolio to be diversified by investment type as shown in the following Table 2.



C. Portfolio Maturities

Portfolio management was also accomplished in compliance with the Policy that requires ensuring sufficient liquidity as well as diversity in maturities. Shown in Table 3 are the average terms of each investment type acquired in fiscal years 2014 and 2013. Average term is the average number of days from purchase to maturity of the investment. Average terms greater than one year represent investments of non-current funds, including the non-current operating portfolio, and investments of bond proceeds and debt service reserve funds. The externally managed portfolio was invested for

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a weighted average term of approximately 764 days in fiscal year 2014, as compared with a weighted average term of 911 days in fiscal year 2013.

Table 3 – Days to Average Term by Investment Type

Investment Type	FY 2014	FY 2013
Treasury	716	747
Agency	601	1030
MBS Pass Through	1713	945
CMO	521	563
ABS	725	703
CMBS	1070	1272
Municipal	719	721
Corporate	996	1137
Financial Deposit Instrument (CDs)	NA	NA
Florida Municipal Inv. Trust	NA	NA
Fl Local Govt. Inv. Trust	NA	NA
Fl. Special Purpose Inv. Acct	NA	NA
Florida Prime	NA	NA
Money Markets	NA	NA

D. Earnings and Yields

The portfolio earned \$1,031,184 of interest and realized gains of \$50,480 for a total income of \$1,081,664 for the fiscal year ended September 30, 2014. This total income provided an effective rate of return of 0.58% on an average daily balance of \$187,095,655 in fiscal year 2014. For comparison, the portfolio earned \$1,843,498 of interest and realized gains of \$143,141 for a total income of \$1,986,638 for the fiscal year ended September 30, 2013. This total income provided an effective rate of return of 1.00% on an average daily balance of \$197,568,730 in fiscal year 2013.

The low interest earnings on the shortened duration portfolio coupled with the smaller portfolio balance resulted in less investment income than in the prior year.

The dollar amount of earnings is used in historical and budgetary comparisons, and in cash flow analysis. Actual interest earnings totaled \$1,031,184, in fiscal year 2014 and \$1,843,498 in fiscal year 2013. Actual earnings were less than the budget in fiscal year 2014 by \$1,937,896 and in fiscal year 2013 by \$441,263 as shown in Table 4.

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Table 4 - Budget and Actual Income

	<u>FY 2014</u>	<u>FY 2013</u>
Actual	1,031,184	1,843,498
Budget	2,969,080	2,284,761
Variance	(1,937,896)	(\$441,263)

IX. CONCLUSION

In conclusion, the results outlined in the Annual Investment Report are as follows:

- Total income was below that of the prior fiscal year due to the smaller portfolio balance, the low interest rate environment, and the reduction of the duration of the portfolio.
- The Investment Portfolio is in full compliance with the Investment Policy.
- The economic environment continued to be highly volatile.

Investment Oversight Committee

The IOC met quarterly to oversee the performance of the external manager. The investment policy requires staff to notify the IOC at any time holdings drop below the minimum credit ratings required by the policy. The IOC will consider the market environment and make recommendations to hold and continue to monitor the investments or liquidate the investments.

On November 5, 2014, the IOC met to review and approve this annual report summarizing the performance of the internal portfolio and the external manager.

Presented by:

Michael Kramer, Chairman
Investment Oversight Committee

Bob Inzer, Clerk of the Circuit Court and Comptroller
Leon County, Florida


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

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of Proposed Revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Kim Dressel, Senior Assistant to the County Administrator

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (Attachment #1).

Background:

To insure that the annual performance evaluation process for the County Administrator is conducted in a fair and open manner, the Board adopted Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" on September 13, 2011. The policy provides the process the Commissioners will follow in preparing and ratifying the County Administrator's annual evaluation, including the evaluation form and timelines.

On January 29, 2013, the Board revised the policy to provide for the following: (1) the County Administrator would present the annual report at the first meeting in October, (2) the County Administrator evaluation form would be released immediately following distribution of the annual report; and (3) the County Administrator's evaluation would be presented at the second meeting in October.

Analysis:

Based on feedback from individual Commissioners, the revised policy: (1) provides additional time for Commissioners to prepare the County Administrator's evaluation; (2) revises some of the evaluation categories to make them more relevant; and to remove criteria which Board members often could not rate individually, resulting in Commissioners assigning "NA's" to these criteria in prior evaluations, and (3) takes into consideration that an online evaluation process is used; therefore, reference to a signed copy is removed, as is the requirement that the County Administrator forward a copy of the completed evaluation to Human Resources.

The proposed policy requires, in relevant parts: (1) by October 1, a link to the online evaluation form will be released; and (2) by the Thursday following the first meeting in October, each Commissioner will complete and submit the evaluation form. Under the current policy, Commissioners had three business days this year to complete the County Administrator's annual evaluation, while under the revised policy Commissioners would have had 12 business days. A summary comparison of the current and revised policy follows.

Current Policy	Proposed Policy
<ul style="list-style-type: none">• The annual report will be presented for at the first regularly scheduled meeting in October of each year.• Immediately following the distribution of the annual report each year, the Chairman will distribute the County Administrator performance evaluation form.• The compilation of the County Administrator's evaluation will be presented at the second regularly scheduled meeting in October.	<ul style="list-style-type: none">• A link to the online evaluation form will be distributed by no later than October 1.• Commissioners will have until the Thursday after the first meeting in October to complete and submit the evaluation form.• The annual report will continue to be presented at the first meeting in October.• The evaluation will continue to be presented at the second meeting in October.

Options:

1. Adopt the proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (Attachment #1).
2. Do not adopt the proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process."
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

Board of County Commissioners Leon County, Florida

Policy No. 11 - 6

Title: County Administrator Performance Evaluation and Annual Reporting Process

Date Adopted: ~~January 29, 2013~~ January 27, 2015

Effective Date: ~~January 29, 2013~~ January 27, 2015

Reference: N/A

Policy Superseded: Policy No. 11-6 adopted September 13, 2011, revised January 29, 2013

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a revised policy entitled "County Administrator Performance Evaluation and Annual Reporting Process" be hereby adopted, to wit:

For the purpose of evaluating the performance of the County Administrator in a fair and open manner, the Board will annually follow the processes outlined in this policy. As part of this review, the County Administrator will be required to annually report the state of the County to the Board.

This policy is consistent with Florida Statutes 125.84 (1) that states the County Administrator will "Report annually or more often if necessary, to the board of commissioners and to the citizens on the state of the County, the work of the previous year, recommendations for action or programs for improvement of the County and the welfare of its residents."

The following process shall be used annually to effectuate this policy.

Annual Report

1. In October of each year, the County Administrator will prepare a report that provides a detailed analysis summarizing the state of the County ("the annual report").
2. The reporting period for the annual report will be based on the prior fiscal year.
3. The annual report will be presented for acceptance by the Board at the first regularly scheduled meeting in October of each year.
4. To maximize community involvement:
 - a. In addition to the Board of County Commissioners meeting, the annual report will be presented to at least two community meetings conducted outside of the Courthouse. The locations will be selected to maximize citizens' opportunity to participate.
 - b. Presentation of a summary of the annual report will be published in a newspaper of general circulation.

County Administrator Performance Evaluation and Annual Reporting Process
Policy No. 11 - 6

Performance Evaluation

5. An online process, by which each County Commissioners may complete and submit the County Administrator performance evaluation form, will be administered by Human Resources with MIS' technical support.
- ~~5.6.~~ By no later than October 1 ~~Immediately following the distribution of the annual report~~ each year, the Chairman will distribute the link to the online County Administrator performance evaluation form, included as part of this policy, to each of the Board members.
- ~~6.7.~~ By no later than the Thursday following the first regularly scheduled meeting in October of each year, Each individual Commissioner will complete and submit the County Administrator performance evaluation form. provide the County Administrator a copy of the completed and signed evaluation within five calendar days of receipt from the Chairman. Each Commissioner is encouraged to meet with the County Administrator to discuss their individual evaluation. ~~The County Administrator will forward a copy of the completed evaluation to the Chairman and to the Human Resources Director.~~
- ~~7.8.~~ The Chairman will review all of the evaluation forms and approve an appropriate merit percentage increase in accordance with the contract of the County Administrator.
- ~~8.9.~~ The Chairman, with the assistance of ~~the Human Resources Director,~~ will compile the individual evaluations into a summary document and prepare an agenda item containing the following: summary of evaluations, individual evaluations, and merit percentage increase.
- ~~9.10.~~ The compilation of the County Administrator's evaluation will be presented at the second regularly scheduled meeting in October of each year ~~for ratification by the Board of each Commissioner's individual evaluations and the merit percentage increase.~~

Adopted ~~January 29, 2013~~ January 27, 2015

Leon County Board of County Commissioners Performance Evaluation

County Administrator



This form shall be completed by each member of the Board to evaluate the County Administrator's performance in each of the areas noted below. Performance levels can be noted based on the following scale:

- 5 – Excellent (almost always exceeds expectations and performs at very high standard)
- 4 – Above average (generally exceeds performance expectations)
- 3 – Satisfactory (meets performance expectations)
- 2 – Below average (generally does not meet performance expectations)
- 1 – Unsatisfactory (almost always fails to meet minimum performance expectations).

Each member of the Board should sign the form and forward it to the Chairman.

EVALUATION PERIOD: _____ **TO:** _____

1.	PROFESSIONAL SKILLS AND STATUS	5	4	3	2	1
a.	Knowledgeable of current developments affecting the management field and affecting county governments.					
b.	Respected in management profession.					
c.	Has a capacity for and encourages innovation.					
d.	Anticipates problems and develops effective approaches for solving them.					
e.	Willing to try new ideas proposed by Board Members or staff.					
f.	Interacts with BOCC in a direct and straightforward manner.					

2.	RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	5	4	3	2	1
a.	Carries out directives of the Board as a whole rather than those of any one Board member.					
b.	Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action.					
c.	Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.					
d.	Responds to requests for information or assistance by the Board.					

County Administrator Performance Evaluation and Annual Reporting Process
Policy No. 11 - 6

3.	POLICY EXECUTION	5	4	3	2	1
a.	Implements Board action in accordance with the intent of the Board.					
b.	Supports the actions of the Board after a decision has been reached, both inside and outside the organization.					
c.	Enforces County policies.					
d.	Understands County's laws and ordinances.					
e.	Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.					
f.	Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.					

4.	REPORTING	5	4	3	2	1
a.	Provides the Board with reports concerning matters of importance to the County.					
b.	Reports are accurate, comprehensive and produced in a timely manner.					
e.	Reports are generally produced through own initiative rather than when requested by the Board.					
dc.	Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.					
ed.	Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny.					

5.	CITIZEN RELATIONS	5	4	3	2	1
a.	Responsive to complaints from citizens.					
b.	Demonstrates a dedication to service to the community and its citizens.					
c.	Skillful with the news media, avoiding political positions and partisanship.					
d.	Has the capacity to listen to others and to recognize their interests.					
e.	Willing to meet with members of the community to discuss their real concerns.					

6.	STAFFING	5	4	3	2	1
a.	Recruits and retains competent personnel for County positions.					
b.	Aware of staff weaknesses and works to improve their performance.					
c.	Accurately informed and concerned about employee relations.					
d.	Professionally manages the compensation and benefits plan.					
e.	Promotes training and development opportunities for employees at all levels of the organization.					

County Administrator Performance Evaluation and Annual Reporting Process
Policy No. 11 - 6

7.	SUPERVISION	5	4	3	2	1
a.	Encourages Department/Division Directors to make decisions within their own jurisdictions without County Administrator approval, yet maintains general control of administrative operations. Employs a professional, knowledgeable staff.					
b.	Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs. Maintains a healthy and productive organizational culture.					
c.	Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office. Employees are recognized for best practices in the industry.					
d.	Evaluates personnel periodically, and points out management weaknesses and strengths. Employees have training and professional growth opportunities within the organization					
e.	Encourages teamwork, innovation, and effective problem-solving among the staff members.					
f.	<u>Institutes in employees a culture that is focused on customer service and responsible stewardship.</u>					

8.	FISCAL MANAGEMENT	5	4	3	2	1
a.	Prepares a balanced budget to provide services at a level directed by the Board.					
b.	Makes the best possible use of available funds, conscious of the need to operate the County efficiently and effectively.					
c.	Prepared budget is in an intelligent but readable format.					
d.	Possesses awareness of the importance of financial planning and control.					
e.	Appropriately monitors and manages the fiscal activities of the organization.					

9.	COMMUNITY	5	4	3	2	1
a.	Cooperates with neighboring communities	.				
b.	Cooperates with the City, State, and Federal governments.					
c.	Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board.					
a.	<u>Engages with community partners on local initiatives.</u>					
d.	Avoids unnecessary controversy.					
e.	Helps the Board address future needs and develop adequate plans to address long term trends.					
c.	<u>Respected as a community leader.</u>					

Total All Points: _____

Divide Total by: _____ 4644 (# of
categories)

Average: _____

- 10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefited from the Administrator's leadership)?**

- 11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrator to improve these areas?**

- 12. Other comments?**

Signature: _____

Date: _____


**Leon County
Board of County Commissioners
Notes for Agenda Item #4**

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of Revisions to Leon County Personnel Policies and Procedures

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Kim Dressel, Senior Assistant to the County Administrator

Fiscal Impact:

This item is estimated to have a fiscal impact of approximately \$172,467 each year the proposed Annual Leave Sell Back program is offered to Board employees, which will be offset to some degree by the reduced cost of annual leave payouts to employees at the time they separate employment from the County in the future. If other constitutional offices offer a similar benefit, the cost is estimated to rise to approximately \$344,934 each year the program is offered.

Staff Recommendation:

Option #1: Adopt revisions to Personnel Policies and Procedures, Section VII - Attendance and Leave, to add provisions for a new Annual Leave Sell Back program (Attachment #1).

Report and Discussion

Background:

For years, the County Administrator has considered the organizational benefit of providing employees a choice of being paid for a portion of their accrued leave, versus the current practice of requiring employees to take all accrued leave (as paid time away from work) or lose it. This choice is a common suggestion made by employees, based on the prevalence of this option offered by other employers. However, due to the economic recession, this option has been deferred as employee benefits were curtailed over this time. As the economy improves this option is appropriate and beneficial to the organization moving forward.

Staff contacted several Florida counties and the Florida Department of Management Services (DMS) to survey annual leave sell back programs that are offered.

Analysis:

Staff discussed annual leave sell back programs with six Florida counties that have such programs and contacted DMS to gain an understanding of their program designs (Attachment #2). Program design highlights are summarized as follows:

Overview of Other Entities' Programs - Features of annual leave sell back programs offered by Collier, Escambia, Hillsborough, Manatee, Pinellas and Sarasota counties include:

- Minimum Hours of Annual Leave Use – Some of the programs required that the employees use 40+ hours of annual leave during the year in order to participate in the sell back program.
- Minimum/Maximum Hours of Sell Back Hours and Leave Balance - Some of the programs required that employees have a minimum and/or maximum leave balance either before and/or after they sell back their leave. Maximum sell back hours were generally limited to between 40 and 80 hours/year, if employees met the established leave balances. Sell back hours were limited to accrued annual leave balances.
- Years of Service – One county program required at least one year of consecutive service prior to an employee being allowed to participate (of note, those programs which have minimum leave balance criteria for participation do require employees to have sufficient time in service in order to accrue the necessary leave).
- Open Enrollment - All of the programs provided for a window of time each year for eligible employees to voluntarily decide if they wanted to participate, and that the employee's choice was irrevocable.

While the state offers state employees a similar program, agencies under the governor have not participated in the program since 2008; however, some cabinet agencies have provided for the program.

Benefits of an Annual Leave Sell Back Program – An annual leave sell back program can cost-effectively benefit both employees and Leon County:

- Leon County has reduced its workforce over the past few years, yet productivity expectations remain high. Therefore, a sell back program is appealing in that the County does not forgo the productivity of workers who must take vacation or lose accrued leave. Over the past seven years, the Board reduced its workforce by 83 positions, adding only one new general revenue funded position in FY 2015. However, the amount of annual leave that employees can sell back would need to consider the reality that employees do need time away from work to rest, recreate, and take care of personal matters that arise from time to time.
- Providing employees an option to sell some of their annual leave provides employees flexibility with their time off, and provides economic benefits to those who participate, which is of particular benefit in an environment of rising prices and limited pay increases.

It is relevant to recall the financial impacts employees have faced over the past few years. For example, employees began to contribute 3% of their pay toward retirement, as a result of legislation passed during the 2011 legislative session. Additionally, employees are paying increased health insurance costs, as a result of contribution rate increases and increasing costs. Employees previously paid 10% of their health insurance costs, however as of January 1, 2013 employees began paying: (a) 15% of the cost for Employee Only coverage (12.5% if they participate in My Rewards); (b) 17.5% of the cost for Employee +1 coverage (15% if they participate in My Rewards); and (c) 22.5% of the cost for Family coverage (20% if they participate in My Rewards).

This, combined with premium rate increases, means an employee's share of the cost for Family Coverage has increased from approximately \$139/month as of January 2012, to approximately \$332/month (at a 15% contribution rate) as of January 2015. This is an increase of \$193/month (\$2,316/year).

Leon County – Annual Leave Accrual and Utilization Overview - As stated in Leon County's Personnel Policies and Procedures, annual leave is provided for the purpose of rest, recreation, time with family, travel, and other forms of renewal by getting away from the job, and to take care of other time consuming personal matters, which may arise from time to time. All regular Leon County employees earn and accrue annual leave (temporary OPS and PRN employees in EMS do not accrue leave). Accrual rates are dependent upon an employee's years of service and job classification. Full-time Career Service, Executive Support, and EMS employees, who are normally scheduled to work 2,080 hours annually, accrue eight hours of annual leave per calendar month (96 hours a year) upon employment. With the completion of each five-years of service, their accrual rate generally increases by two hours per month. Annual leave may be accumulated but may not exceed 240 hours as of January 31 annually. Annual leave hours in excess of 240 hours are forfeited as of January 31 of each year. Employees receive payment for all accrued annual leave and compensatory time credit, and ¼ of their sick leave credit, when they separate their employment with the County.

Staff reviewed leave usage for calendar year 2013, for employees with at least one year of service, who earned at least 96 hours of annual leave (this is 12 days of leave, based on an 8-hour work day). This is the minimum amount of annual leave a full-time career service employee would have earned over the course of the year, if they did not fall into a leave without pay status. Staff found that, on average:

- Employees had approximately 12 years of service (therefore, they would be earning at least 12 hours of annual leave per month, or 144 hours of annual leave a year);
- Employees earned approximately 145 hours of annual leave during the year (approximately 18 days, or 1.5 days/month); and
- Employees used approximately 126 hours of annual leave during the year (approximately 16 days, or 1.3 days/month).

Recommended Sell Back Program - Staff recommends the Board adopt revisions to the Personnel Policies and Procedures to provide for a limited Annual Leave Sell Back program (Attachment #1). In general, the proposed program design allows employees to sell back between eight and 40 hours of accrued annual leave each year the program is offered, as long as the employee has used no less than 40 hours of annual leave during the year, and has an annual leave balance of no less than 120 hours prior to the leave sell back transaction (which would be reduced to no less than an 80-hour balance if they sold back the maximum of 40 hours). The program would be provided each year, unless the County Administrator otherwise recommends, and the Board approves, that it not be offered for a particular year.

Based upon the proposed program design and following assumptions, staff estimated the cost of the Annual Leave Sell Back program to be \$172,467 for Board employees (assuming slightly less than half of the Board's annual leave-eligible employees would meet the proposed criteria, and approximately half of those who meet the criteria would participate and sell back an average of 32 hours of annual leave). If other constitutional offices decided to offer such a program to their employees, the cost would be approximately \$344,934. This cost will be offset to some degree by the reduced cost of annual leave payouts to employees at the time they separate employment from the County in the future.

Staff projected costs in consideration of the following:

- Based on historical leave data, staff projected the number of employees who would meet the criteria of having used at least 40 hours of annual leave during the year, with an annual leave balance of no less than 120 hours. Slightly less than 50% of employees who accrue annual leave would meet this criteria.
- Other counties' reported that approximately 20%-25% of their employees participate in their leave sell back process annually. On this basis, staff estimates approximately 50% of those meeting the proposed criteria would participate (which equates to slightly less than 25% of the Board's annual leave-eligible employees).
- For cost estimating purposes, staff assumed those participating would sell back an average of 32 hours of annual leave (however, under the proposed criteria, they could sell back between 8 and 40 hours).

To provide employees sufficient time to schedule and utilize their annual leave during the year, with an understanding as to whether or not the Annual Leave Sell Back program will be offered, staff is seeking the Board's consideration at this time, rather than during the budget process. If the program were considered during the budget process, employees would not know if would be approved until the end of September, which would make it difficult for them to plan their annual leave schedule and (1) not risk the possibility of forfeiting excess annual (as previously stated, annual leave hours in excess of 240 hours is forfeited as of January 31 of each year), or (2) not use annual leave they would have preferred to sell back, if the program is offered.

If the program is adopted by the Board, the initial payout will occur in FY 2015/16 and the estimated cost will be contemplated in the proposed budget.

Options:

1. Adopt the proposed revised Personnel Policies and Procedures, Section VII - Attendance and Leave, to add provisions for a new Annual Leave Sell Back program (Attachment #1).
2. Do not adopt the proposed revised Personnel Policies and Procedures, Section VII - Attendance and Leave.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Revised Personnel Policies and Procedures, Section VII - Attendance and Leave, to add provisions for a new Annual Leave Sell Back program.
2. Features of Annual Leave Sell Back Programs Offered by Other Florida Counties & the State.

SECTION VII ATTENDANCE AND LEAVE

11.01

7.25. Annual Leave Sell Back Program

Leon County shall provide an Annual Leave Sell Back program unless the County Administrator otherwise recommends, and the Board approves, that an Annual Leave Sell Back program will not be offered for a particular year. Leon County's Annual Leave Sell Back program will be administered in accordance with procedures developed by the County Administrator and maintained by the Division of Human Resources, and in accordance with the following policy provisions:

- A. Employees may voluntarily request and receive compensation for **no less than eight hours and no more than 40 hours** of their accrued annual leave balance each year that an Annual Leave Sell Back program is offered, in accordance with the following:
1. Leon County shall provide an annual election window each year that the Annual Leave Sell Back program is offered. Each year that the Annual Leave Sell Back program is offered, the election window (1) shall not close earlier than September 1, and (2) shall not close later than the time required to process and distribute payment for Sell Back elections, that were timely and properly submitted, by no later than the last payroll in December.
 2. Employees requesting to sell back annual leave shall timely and properly submit their Sell Back election during the annual election window. Once the annual election window closes, the employee's Sell Back election is irrevocable and employees cannot increase, reduce or choose to use the annual leave hours the employee elected to sell back in any other way;
 3. Employees shall have an accrued annual leave balance of no less than 120 hours (1) at the time employee's Sell Back election is submitted, and (2) at the time employee's annual leave sell back is processed for payment. If sufficient accrued annual leave is not available, employee's sell back hours will be reduced accordingly, so that each employee's accrued annual leave balance will not be less than 120 hours after the sell back is processed for payment;
 4. Employees shall have accrued no less than 40 hours of annual leave (1) during the calendar year in which the Sell Back election is submitted, and (2) prior to employee's submission of employee's Sell Back election;
 5. Employees shall have used no less than 40 hours of annual leave (1) during the calendar year in which the Sell Back election is submitted, and (2) prior to employee's submission of employee's Sell Back election; and
 6. Employee's Sell Back elections shall be for whole hour increments of accrued annual leave time. Sell back payments shall not be made for partial hours of accrued annual leave time.
 7. Employees are precluded from transferring unused sick leave to annual leave, in accordance with Section 7.17 Credit for Unused Sick Leave, and also participating in the Annual Leave Sell Back Program during the same calendar year.

SECTION VII
ATTENDANCE AND LEAVE

11.01

- B. Employees shall be paid for the annual leave they sell back to Leon County at the employee's rate of pay at the time the sell back payment is processed, on an hour-for-hour basis.
- C. Employee's accrued annual leave balance shall be reduced by the number of hours the employee sells back to Leon County, on an hour-for-hour basis.
- D. Employees shall receive compensation for employee's annual leave sell back hours prior to the last payroll in December each calendar year that the Annual Leave Sell Back program is offered, to the extent such Sell Back elections are timely and properly submitted and received.
- E. Employee's Sell Back elections that are not timely and properly submitted and received may be denied and not processed for payment.

Features of Annual Leave Sell Back Programs Offered by Other Florida Counties & the State

Entity	Criteria to Qualify	Maximum Sell Back Hours	Notes
Collier County	Regular full- or part-time employee	Full-time employees: 40/yr. Part-time employees: 20/yr. Leave payout limited to those hours accrued during the year.	Sell back minimums: 20 hrs./yr. if full-time; 10 hrs./yr if part-time Sell back hours are limited to those hours an employee earns during the calendar year. Open selection window is in November, near the start of the fiscal year, with payout provided in the following calendar year.
Escambia County	Any employee	80/yr. (also, must have 100+ hours after selling the leave)	
Hillsborough County		40/yr. (also, must have 80+ hrs. after selling the leave)	
Manatee County	Must have used 40+ hrs. annual leave during the year, and have 100+ hrs. annual leave balance at time of submitting the request to sell back leave.	40/yr.	Provided for annually through the budget process
Pinellas County	1+ yrs. consecutive service	a) To exchange 80 – 160 hrs., must have 80+ hrs. in leave bank on first day of fiscal year. b) To exchange up to 80 hrs., must have 40+ hrs. in leave bank on first day of calendar year. c) Leave payout limited to those hours accrued during the year.	Open enrollment occurs in late Oct. to early Nov. at start of the fiscal year, with leave payout provided in the following calendar year. Limited to annual leave employee will earn during the year of the exchange (selection made during open enrollment, prior to start of the yr.). Annual leave is combined leave for all purposes, including sick leave.
Sarasota County	Used 40+ hrs. annual leave during calendar year	80/yr.	Provided at the County Administrator's discretion.
State of Florida	Permanent career service employee with 12-mos. Continuous employment as of Dec. 1 of payout yr.	24/yr. (also, must have 24+ hours after selling the leave)	Subject to available funds, pay each December. Not instituted by agencies under governor's jurisdiction since 2008; however some cabinet agencies have provided for the program. Cap of 240 hours over employee's career, including any leave received at time of separation.


**Leon County
Board of County Commissioners
Notes for Agenda Item #5**

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Chairman and Vice-Chairman Appointments to the Enterprise Zone Development Agency

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Christine Coble, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Ratify Chairman Lindley's appointment of Commissioner Kristin Dozier to the Enterprise Zone Development Agency for a term of four years, expiring December 31, 2018.
- Option #2: Ratify Vice-Chairman Proctor's appointment to serve as the Vice-Chairman designee to the Enterprise Zone Development Agency to fill the remaining two years of an unexpired term, expiring December 31, 2016.

Report and Discussion

Background:

Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities", was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities (collectively, Committees), and the terms of those appointments. The Policy represents those Committees that require County Commission membership be appointed by the full Board.

Analysis:

Enterprise Zone Development Agency (EZDA)

The EZDA has 11 members, serving four-year terms, with the full Board having eight appointments. The Board Chairperson or Commissioner designee, the Board Vice-chairperson or Commissioner designee, and the Mayor of the City of Tallahassee or designee, fill the three remaining appointments. The primary responsibility of the EZDA is to assist in the development and oversight of the Enterprise Zone strategic plan; and, identify and recommend ways to remove regulatory barriers placed on businesses to the County and City Commissions.

Chairman's Appointment: Commissioner Maddox was appointed as the Chairman's designee to the EZDA in December 2010 and his term expired December 31, 2014. Chairman Lindley appoints Commissioner Dozier to serve as the Chairman's designee, whose term expires December 2018.

Vice Chairman's Appointment: Currently, Chairman Lindley serves on the EZDA, appointed in 2012 as the Vice-chairman designee, and whose term would expire in 2016. Chairman Lindley is no longer interested in serving on the EZDA. Vice-Chairman Proctor has the authority to appoint either himself or a designee to serve the balance of this term of two years (2016). Commissioner Proctor will serve the balance of this term.

The Leon County Code of Laws requires that the members of the Enterprise Zone Development Agency be appointed by the Board of County Commissioners by resolution.

Chairman Lindley appoints Commissioner Dozier to serve as the Chairman's designee for a term of four years.

Vice-Chairman Proctor will serve as the Vice-Chairman's designee for a term of two years.

Options:

1. Ratify Chairman Lindley's appointment of Commissioner Kristin Dozier to the Enterprise Zone Development Agency for a term of four years, expiring December 31, 2018.
2. Ratify Vice-Chairman Proctor's appointment to serve as the Vice-Chairman designee to the Enterprise Zone Development Agency to fill the remaining two years of an unexpired term, expiring December 31, 2016.
3. Board direction.

Recommendation:

Options #1 and #2.

Attachment:

1. Resolution – Enterprise Zone Development Agency appointments

RESOLUTION: 15 -__

RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SETTING FORTH APPOINTMENTS OF BOARD OF COUNTY COMMISSIONERS' MEMBERS TO THE ENTERPRISE ZONE DEVELOPMENT AGENCY (EZDA)

WHEREAS, Section 2-92 of Chapter2, Article III, Division 4 of the Code of Laws of Leon County requires that the members of the Enterprise Zone Development Agency (the EZDA) be appointed by the Board of County Commissioners (the Board) by resolution; and,

WHEREAS, there currently is a need for the appointment of the Chairperson of the Board of County Commissioners or Commissioner designee to the EZDA; and,

WHEREAS, there currently is a need for the appointment of the Vice-Chairperson of the Board of County Commissioners or Commissioner designee to the EZDA; and,

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners as follows:

Section 1. That the Leon County Board of County Commissioners hereby ratifies and confirms the appointments to the Enterprise Zone Development Agency for the terms set forth herein:

Appointer	Name	Begin Term	End Term
Chairman Lindley	Commissioner Dozier	January 1, 2015	December 31, 2018
Vice-Chairman Proctor	Commissioner Proctor	January 1, 2015	December 31, 2016 <i>(To fill the remainder of an unexpired term)</i>

Proposed, presented, and passed this _____ day of January, 2015.

LEON COUNTY, FLORIDA

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
BOB INZER, CLERK OF THE CIRCUIT COURT

By: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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


**Leon County
Board of County Commissioners
Notes for Agenda Item #6**

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Proposed 2015 Board Calendar Modification

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Christine Coble, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Approve the proposed revision to the Board's February 2015 calendar to reflect the cancellation of the February 17, 2015 regular meeting.
- Option #2: Reschedule the Joint City/County Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle for Tuesday, March 10, 2015 at 1:00 – 3:00 p.m.

Report and Discussion

Background:

At the October 28, 2014 meeting, the Board adopted its 2015 Public Notice Schedule, setting the dates for the Commission meetings. Under the Consent Agenda, Commissioner Desloge requested staff consider canceling the second meeting in February 2015 (February 17). Board Policy No. 03-9, "Meeting Dates for Board of County Commissioners" states that the Board may cancel, continue, or reschedule meetings to observe holidays or other events, as the Board deems appropriate.

Analysis:

The NACo Legislative Conference in Washington, D.C. is scheduled for Saturday, February 21 – Wednesday, February 25, 2015. Due to the conflict with the Board's second regular meeting (February 24), staff recommended scheduling the second regular Board meeting for February 17. However, based on previous experience, staff realizes that it is not optimal for the County to schedule regular Commission meetings on successive weeks. The lack of turn-around time to properly address Commission requests raised during a meeting and the ability for staff to prepare and submit agenda items is not efficient.

Additionally, a Joint City/County Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle was scheduled for February 17th at 1:00 – 3:00 p.m. Planning staff will reschedule the Joint City/County Workshop for March 10th at 1:00 p.m.

Therefore, staff recommends the Board cancel the February 17, 2015 meeting and Joint City/County Workshop on the Comprehensive Plan Amendments, reschedule the Joint City/County Workshop for March 10, 2015, and modify the 2015 Board Public Notice Tentative Schedule (Attachment #1).

Options:

1. Approve the proposed revision to the Board's February 2015 calendar to reflect the cancellation of the February 17, 2015 regular meeting.
2. Reschedule the Joint City/County Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle for Tuesday, March 10, 2015 at 1:00 – 3:00 p.m.
3. Board direction.

Recommendation:

Options #1 and #2.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Request to Schedule a Board Workshop on the Future Needs of the Red Hills Horse Trials for Tuesday, May 12, 2015 from 1:30 p.m. to 3:00 p.m.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Cristina Paredes, Director of the Office of Economic Vitality

Fiscal Impact:

This item has no current fiscal impact.

Staff Recommendation:

Option #1: Schedule a Board Workshop on the Future Needs of the Red Hills Horse Trials for Tuesday, May 12, 2015 from 1:30 p.m. to 3:00 p.m.

Report and Discussion

Background:

During the December 9, 2014 Board of County Commissioners regular meeting, Commissioner Maddox expressed his interest in discussing the long-term vision of Red Hills Horse Trials (RHHT) and the anticipated annual support of Leon County. During this meeting several commissioners raised concerns of the current funding method of RHHT, and recommended a workshop to determine the County's role in the partnership with RHHT and future needs. The Board unanimously approved a motion to direct staff to schedule a workshop on the issue.

Analysis:

The Board's calendar reflects that Tuesday, May 12, 2015 at 1:30 – 3:00 p.m. is available.

Options:

1. Schedule a Board Workshop on the Future Needs of the Red Hills Horse Trials for Tuesday, May 12, 2015 from 1:30 p.m. to 3:00 p.m.
2. Schedule a Board Workshop on the Future Needs of the Red Hills Horse Trials for an alternate date.
3. Do not schedule a Board Workshop on the Future Needs of the Red Hills Horse Trials.
4. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Request to the Tallahassee-Leon County Community Redevelopment Agency for One-time Match Funding of \$25,000 to the Springtime Tallahassee Music Festival from the Culture, Heritage and Performing Arts Fund

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Josh Pascua, Management Analyst

Fiscal Impact:

This item does not have a fiscal impact. However, the Tourism Development Council (TDC) approved \$25,000 in Signature Event Grant funding which is currently funded in the FY 2015 budget. In addition, this item seeks the Board's approval to request that the Tallahassee-Leon County Community Redevelopment Agency (CRA) provide one-time match funding of an additional \$25,000 to Springtime Tallahassee Music Festival from the Culture, Heritage and Performing Arts fund (previously the \$5 million dedicated to the Performing Arts Center). In accordance with the recently approved Interlocal Agreement, this funding request would require approval from the Board, the CRA, and the City of Tallahassee.

Staff Recommendation:

Option #1: Approve the request to the Tallahassee-Leon County Community Redevelopment Agency to provide one-time match funding of \$25,000 to the Springtime Tallahassee Music Festival from the Culture, Heritage and Performing Arts fund (previously the \$5 million dedicated to the Performing Arts Center).

Report and Discussion

Background:

On December 10, 2014, the Board approved the Tourism Signature Event Grant Program to support large-scale events that provide cultural, athletic, or heritage themed opportunities and have the potential to enhance notoriety and draw visitors to the community. To be considered for funding, proposed signature events must generate at least 1,500 room nights. The amount of funding provided through the Signature Event Grant Program is based on the anticipated number of room nights generated. For existing events that are planning for expansion using Signature Event Grant funds, the County's marketing research firm would conduct an economic impact study which would be used as a benchmark for consideration of future funding requests.

On January 8, 2015, the Tourism Development Council (TDC) approved \$25,000 in Signature Event Grant funding for Springtime Tallahassee to expand its annual festival activities with a musical-based festival component (Attachment #1). The Springtime Tallahassee Music Festival (Music Festival) will take place Friday, March 27, followed by the traditional Springtime Festival on Saturday, March 28, creating a multi-day event and broadening the economic impact of Springtime Tallahassee. Springtime Tallahassee has been an annual community festival since 1967 and it is estimated to attract over 15,000 visitors with over 900 room nights booked for an estimated economic impact of over \$5 million in Leon County.

Springtime Tallahassee originally sought \$50,000 in funding to cover artist fees for the Music Festival, but the Signature Event Grant Program policies approved by the Board allowed for up to \$25,000 based on the anticipated impact of the event (Attachment #2). In order to meet Springtime Tallahassee's original \$50,000 funding request, the TDC has recommended that the Board request the additional \$25,000 be allocated to Springtime Tallahassee from the Culture, Heritage and Performing Arts fund (previously the \$5 million dedicated to the Performing Arts Center) managed by the CRA.

This item seeks Board approval to request that the CRA provide one-time match funding of \$25,000 to the Springtime Tallahassee Music Festival from the Culture, Heritage and Performing Arts fund. In accordance with the recently approved Interlocal Agreement, this funding request would require approval from the Board, the CRA, and the City of Tallahassee.

Analysis:

As stated previously, the TDC approved the \$25,000 in Signature Event Grant funding and recommended that the Board request one-time match funding of \$25,000 for the Springtime Tallahassee Music Festival from the CRA managed Culture Heritage and Performing Arts fund. The \$50,000 would be used to pay artist fees for the Music Festival.

Springtime Tallahassee believes that the addition of the Music Festival component will help Springtime Tallahassee increase over-night visitors and generate an estimated 1,500 room nights. As part of its contract with the County, Kerr & Downs Research will perform an economic impact study of the 2015 Springtime Tallahassee Music Festival to determine actual room nights attracted and added visitor spending generated from the expanded Springtime Tallahassee event.

As stated previously, this funding request would require approval from the Board, the CRA, and the City of Tallahassee in accordance with the recently approved Interlocal Agreement. Following the Board's approval, the CRA could consider this request at its January 29, 2015 meeting. If the \$25,000 from the Culture, Heritage and Performing Arts fund request is approved by the CRA, the request will additionally need to be approved by the City of Tallahassee.

Options:

1. Approve the request to the Tallahassee-Leon County Community Redevelopment Agency to provide one-time match funding of \$25,000 to the Springtime Tallahassee Music Festival from the Culture, Heritage and Performing Arts fund (*previously the \$5 million dedicated to the Performing Arts Center*).
2. Do not approve the request to the Tallahassee-Leon County Community Redevelopment Agency to provide one-time match funding of \$25,000 to the Springtime Tallahassee Music Festival from the Culture, Heritage and Performing Arts fund (*previously the \$5 million dedicated to the Performing Arts Center*).
3. Board direction.

Recommendation:


Option #1.

Attachments:

1. Springtime Tallahassee Signature Event Grant Request
2. Signature Event Grant Program Policies

MEMORANDUM

TO: Leon County Tourist Development Council

FROM: Lee Daniel, Director, Leon County Division of Tourism Development 

SUBJECT: Signature Event Grant Requests

DATE: January 5, 2015

As part of the January 8, 2015 TDC agenda, members are being asked to consider the first two Signature Event Grant applications. The first request is for \$25,000 to be used to assist with the artist's fees for the expansion of the 2015 Springtime Tallahassee Festival. The second is for \$35,000 that would be used to enable Leon County and Tallahassee to bid on an AAU Track & Field National Qualifier.

The TDC's recommendation for the Signature Event guidelines and process were presented to the Board of County Commissioners on December 10, 2013 and approved. A copy of the agenda item is included in your packet.

We have developed a template for Signature Event applications and have incorporated the changes being made for the FY 2016 TDC Special Event grants and Sports Council grants. The two applications are included for your review and fall within the definition and guidelines previously approved by the Board. The funding requests also meet the approved funding levels.

Staff will direct Kerr-Downs Research to conduct an economic impact study of the expanded Springtime Tallahassee festival to determine the number of room nights and impact generated and will utilize the Destination Marketing Association International economic impact calculator to gauge the success of the AAU Track & Field National Qualifier. If the AAU event is not awarded to Tallahassee and Leon County, the funds would not be required.

These requests will be decided upon by the TDC and do not need further Board approval.

Please let me know if you have questions or need additional information.



Leon County Tourist Development Council
Signature Event Application

I. Application Information

Organization Name:	Springtime Tallahassee, Inc
Organization Contact:	Jennifer Naff
Title:	Executive Director
Phone:	850-224-5012
Email:	director@springtimetallahassee.com
Address:	209 E. Park Avenue
City:	Tallahassee
State:	Florida
Zip Code:	32301
Non-Profit Org:	(yesX no)
Tax I.D. Number:	23-7241347
Liability/Medical Insurance:	(yes X no O)
Liability/Medical Insurance Carrier:	American Specialty Insurance & Risk Services, Inc.

(Please provide certificate 30 days in advance of event)

I. Event Information * This Information will be public and publish directly to VisitTallahassee.com calendar.*

*Event Name:	Springtime Tallahassee Music Festival
*Event Group:	Springtime Tallahassee, Inc.
Event Director:	Jennifer Naff
*Event Email:	director@springtimetallahassee.com
* Phone:	850-224-5012
*Type of Event: (Dropdown Box)	Musical Based Festival
*Sport: (Sports App Only)	
*Start Date (mm/dd/yy) (add dropdown calendar with events already booked)	03/27/2015
*End Date (mm/dd/yy)	03/28/2015
Event Location:	Downtown Tallahassee (Music Festival: Kleman Plaza)
*Event Website:	www.springtimetallahassee.com
*Event/Org. Facebook Page:	https://www.facebook.com/pages/Springtime-Tallahassee/264653063553023
*Event Twitter Account:	@SpringtimeTally
*Admission Cost:	Free

***Schedule of Events:
(Large Type In Box)**

Friday, March 27th - Springtime Music Festival, Kleman Plaza, 6:00 p.m.- 10:30 p.m.
Saturday, March 28th - Springtime Tallahassee Festival, Downtown Tallahassee.
9:00 a.m.- 5:00 p.m. Arts & Crafts Jubilee (includes craft vendors, food vendors, nonprofit park, kids park and 2 entertainment stages)
10:30 a.m.- Noon- Grand Parade

***Event Description:**

Springtime Tallahassee, Inc. is now entering its 47th year of producing one of the top festivals in the southeast. In 1967 when efforts were made to relocate the Capital to a location in central Florida, members of the community joined forces to promote the physical beauty and cultural assets Tallahassee had to offer. The festival was such a success, one year later Springtime Tallahassee, Inc. was formed and incorporated. Today's festival brings in over 15,000 visitors and 125,000 local people to the Leon County area, with over 900 room nights booked and has an estimated economic impact of over \$5 million visitor dollars being spent in Leon County (2005 Economic Impact Study). Springtime Tallahassee has been voted a Top 20 Events in the southeast (Southeast Tourism Society); Top 100 Event in Florida (BizBash Florida); Top Event in the USA and Top 10 Event in Florida (a Top Events USA).

The Springtime Tallahassee Music Festival will take place Friday evening prior to the Springtime Festival on Saturday. This new event is being added so that the Springtime festival is a multi-day event, broadening the economic impact. Springtime is taking a long standing existing event, and expanding. The Springtime organization has a proven organizational structure in place to fully plan, market and produce a new turnkey event in Leon County. The goals of the Music Festival will be to become an annual event, attract additional overnight visitors, and increase business for the commercial lodging industry, restaurants and retail. The Music Festival will feature three entertainment acts. The headliner will be the Eli Young Band, one of country music's top five vocal groups of the year! Musical artists will take stage at 6:00 p.m. with Eli Young Band taking stage at 9:00 p.m. The music festival will be free to the public; concessions (beer, Pepsi product and food) will be available for purchase. A free music festival with headliners the Eli Young Band will offer visitors an exciting kickoff the Springtime weekend.

By expanding the Springtime festival into a multi-day event, we now feel Springtime Tallahassee qualifies as a "Signature Event". In the future, Springtime Tallahassee will continue to apply for a Signature Event grant and will not apply for grant funding from the TDC Special Events cycle.

III. Facility Information

Has venue/facility been secured? (yesX no)

Within Leon County? (yesX no)

Venue Name:

Kleman Plaza

Address:

306 S. Duval Street

City:

State:

Zip Code:

Venue Contact Name:

Telephone:

IV. Lodging Information

Has hotel been secured? (yes ☒ no ☐)

If you have not secured a hotel for the event, would you like to be contacted by hotels or event service providers? (yes ☐ no ☐)

Hotel Name:

Hotel Contact Name:

Telephone:

Expected Rooms Per Night:

Of Nights Stayed:
(Calendar pops up)

V. Event Scope

*Participant = (athletes, coaches, officials, visiting artists, speakers, production crews)

*Visitor = (participant + family + spectators) from out of town

Total Participants:

Total # Teams: (Sports only)

Total Over Night Visitors: 758

Total Room Nights: 1,500

To calculate the total number of room nights, multiply number of rooms by the number of nights (i.e.: 5 rooms for 4 nights = 20 room nights)

- *Unknown or untracked is not acceptable and request for reimbursement will not be processed.

VI. Grant Request

Amount Requested (\$): \$25,000
(dropdown box)-funding guideline from guidelines above

<u>Allowable Expenses include</u>	<u>Unallowable expenses include</u>
Promotion, marketing and paid media advertising outside of Leon County	General and administrative expenses
Production and technical expenses.	Marketing within Leon County
Site fees/costs (contract help, rentals, insurance, security)	Building, renovating and/or remodeling expenses
Rights fees, sanctioning fees, non-monetary awards	Permanent equipment purchases
Travel expenses including lodging	Programs which solicit advertising or sponsorships, and hospitality or social functions.

Use of funds:
(refer to guidelines above)

Funds will be used for artist fee.

Are you receiving funding from COCA, Leon County, or City of Tallahassee?

Yes ☒ No ☐

If yes, please indicate sources:

☐ COCA ☐ City of Tallahassee ☐ Leon County ☐ State of Florida ☐ Other (Please specify:

Leon County- Special Event Grant

State of Florida- Department of Health, Tobacco Free Florida

Downtown Improvement Authority/ Community Redevelopment Agency

VI. Total Event Projected Budget*

Please attach budget or complete the budget below.

Expense Item	In-Kind	Cash	Revenue Items	Cash
Security		6,000	Concessions	20,000
Entertainment Acts		60,000	Sponsorship	110,000
Sound/Stage/Production		50,000		
Tents, Tables, Chairs		2,500		
Wristbands		250		
Portolets	1,500	1,000		
Signage		2,500		
Concessions/Hospitality	2,000	2,000		
Permits		25		
	Total In-Kind Expenses \$ 3,500	Total Cash Expenses \$ 124,275		Total Cash Revenue \$130,000

Total Expenses

Total Revenue

Incomplete budgets will not qualify for funding

Marketing Plan: Please describe your marketing activities in detail, indicating all planned advertising and promotional efforts (paid media, email distribution, brochure or promotional collateral distribution, online advertising, etc.) Please attach your marketing plan or utilize the text box below.

Please see attached

Amount of spending on
marketing outside of Leon County

\$ All media is inkind

CERTIFICATION AND COMPLIANCE STATEMENT

APPLICANT:

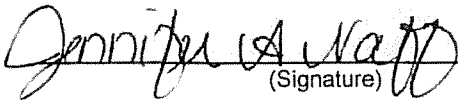
I hereby certify that the information contained in this application is true and correct to the best of my knowledge and that I have read the Policies and Procedures of the Leon County Special Event Grant Program and will abide by all legal, financial, and reporting requirements as a condition of receiving grant funds from the Leon County Tourist Development Council. Signatures must be **original** in **blue ink**.

Name: Jennifer A Naff

Please Print or Type

Organization: Springtime Tallahassee, Inc.

Please Print or Type


(Signature)

1/2/15
(Date)

Please return the original plus four (4) copies of the Application and the Certification & Compliance Page to:

Leon County Tourist Development Council
ATTN: Special Events Grant Program
106 East Jefferson Street, Suite 400
Tallahassee, FL 32301



SPRINGTIME TALLAHASSEE MARKETING PLAN

Mission & Goals

Springtime Tallahassee is a civic organization dedicated to the promotion and preservation of our capital's history through the production of an annual community festival.

Springtime Tallahassee would like to become a nationally recognized festival, making Leon County/City of Tallahassee a destination place for visitors from throughout the United States. Our marketing plan has the following objectives:

- Increase overnight visitation for the festival thus positively impacting tax revenues on an annual basis.
- Increase the length of time festival visitors stay in hotels, positively impacting bed tax revenues; increase length of stay from two nights to three nights.
- Promote our community and what it has to offer to make it a destination in the off-season.
- Enlist the assistance of a local marketing firm to further promote tourism and festival throughout the United States.

Target Market

The Springtime Festival is a community event that attracts families. The addition of the Music Festival will broaden our audience to include empty nesters and young professionals. Our plan is to target in-state markets with an emphasis on North and Central Florida and the Tampa/St. Pete area. We will also target the Southeast U.S. since we are so close to Georgia and Alabama.

Marketing Strategy

Springtime Tallahassee, Inc has a proven product to offer visitors and vendors from around the country. The 2015 festival and grand parade will be our 47th annual event. There is no charge for the festival to encourage local and out of town guest to attend and enjoy what our community has to offer. Kicking off the festival with a Friday evening Music Festival will encourage increased overnight visitors and increase business for the commercial lodging industry, restaurants and retail. The festival is held in downtown Tallahassee in the Chain of Parks and Kleman Plaza to showcase the beauty of our city and help promote local merchants, restaurants and

hotels. The event has proved its economic impact to Leon County through an Economic Impact Study conducted in 2006 under the leadership of Mark A. Bonn, Ph.D. in the College of Business at Florida State University. The study analyzed visitor spending as a direct result of the Springtime Tallahassee weekend event and found that the total economic impact of Springtime visitors is calculated to be over **\$5 million dollars**. Interesting to note is the concept of visitor's dollars. This is referred to as new dollars to our community. In other words, it only calculates non-Leon county resident's spending.

Advertising:

- **Tallahassee Magazine** produces a 13-24 page festival guide which reaches approximately 20,000 homes and businesses in the Tallahassee area. The guide is placed inside the Magazine and will run in the February 2015 issue of Tallahassee Magazine. Tallahassee Magazine is direct-mailed to selected upper income (\$100,000+) homes, professional offices, government officials, civic leaders, local businesses and frequently visited reception and waiting areas. The magazine is sold on newsstands, including Borders, Barnes & Noble and Books-a-Million, and reaches thousands of tourists and visitors through an extensive network organized by Visit Tallahassee. *Tallahassee Magazine* is also distributed to high-end and executive hotels that host business and state personnel who visit the Capitol district.
- **Clear Channel Radio** produces radio Public Service Announcements for the Springtime Tallahassee Festival. A minimum of 110:30 second spots will run the month of March, 2015 promoting Springtime Tallahassee festival events. PSA's will run on all 5 of the local stations and stations throughout North Florida, Alabama and South Georgia. Clear Channel radio stations reach all of the markets and age groups we are targeting. Banners advertising the festival will be placed on the stations websites.

WCTV produces television Public Service Announcements for the Springtime Tallahassee Festival. Television PSA's will run January- March and will include a minimum of 295: 30 second runs. PSA's will highlight the Music Festival, Jubilee, Grand Parade, entertainment and children's park. In addition online Web Ads and Banner ads to provide a Minimum of 100,000 impressions ROS each of the Music Festival and Springtime festival. WCTV reaches Thomasville and Valdosta in addition to Tallahassee.

- **Websites Event Listings and Publications** – Springtime Tallahassee will be submitting information about our festival to over 25 local, regional and national publications. *(A list of sites is attached)*.
- **Where The Shows Are website** – This website is a comprehensive guide to shows in the Southeast US and one of the most respected sources of art and crafts information for exhibitors and show sponsors alike. Our goal has

always been to provide you with the most up-to-date event information. Springtime is listed and will be placing an ad to help recruit vendors and promote the festival. (<http://www.artandcrafts.com/>)

- **Face book and Twitter** – Springtime uses both Face book and Twitter to update information about our organization and the upcoming festival. Using these social media tools is part of our plan to reach out to the students and Gen X Market.

Promotion:

- **Memberships** - Springtime Tallahassee, Inc is a member of several associations and organizations to help promote our festival through networking, events and their websites including: the Florida Festival & Events Association, Visit Florida, Tallahassee Chamber of Commerce and Southeast Tourism Society.
- **Out of Town Festivals** – A large group of Springtime members travel to several out of town festivals and participate in parades to promote Springtime Tallahassee to outside communities and to invite visiting krewes to attend our festival. These festivals include: Rough Riders in **Tampa**, Dominique Youx in **Panama City**, Krewe of Lafitte in **Pensacola**, Fiesta Five Flags in **Pensacola**, Hernando DeSoto Heritage Festival in **Bradenton**, Bowlegs Festival in **Ft. Walton Beach**, Winter Carnival Vulcan Week in **St. Paul, Minnesota**, King Tree Parade in **Perry**, and the Seafood Festival in **Apalachicola**. These festivals take place September of 2014 through June of 2015.

Evaluation

Springtime will be able to measure the success of our 2015 festival by comparing the data that has been collected for the past several years including: out of town registration, hotel nights, number of participating vendors, sponsorships, attendance and our return on investment.

Leon County
Tourist Development Council

Signature Event
Grant Program
(Policies & Application)

Approved
By the
Leon County Tourist Development Council

December, 2014

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- II. Objectives
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- IV. Statement of Policies
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- IX. Conclusion
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- XI. Appendices
 - Appendix A: Visitor Tracking Form
 - Appendix B: Post-Event Report (Currently Being Developed)

Leon County Tourist Development Council Signature Event Grant Program

I. INTRODUCTION

The Leon County Tourist Development Council (TDC) was created pursuant to the State of Florida Local Option Tourist Development Act and Leon County Ordinance #88-01. The TDC administers funds collected from a local option tourist development tax on transient lodging sales, i.e. hotels/motels, campgrounds and condominiums. The funds are designated to promote Tallahassee/Leon County as a preferred visitor destination for meetings and conventions, group leisure travel, special events, cultural activities and amateur sporting events.

As part of the FY 2014 budget process, the Board of County Commissioners approved the establishment of a Signature Event Grant Program to compliment other grant programs operated by the TDC.

Currently, the TDC annually allocates funds to three separate grant programs for local groups and organizations that coordinate events with a demonstrated history of or significant potential to draw visitors to the area. The Special Event Grant Fund is administered by the TDC with recommendations from advisory groups including the Special Event Grant Committee. There is a separate grant program for sporting events that is administered by the Tallahassee Sports Council. Signature Event Grants are for festivals and events that can demonstrate the potential to bring a significant number of room nights to the community.

II. OBJECTIVES

1. Supports large-scale event(s) that are/will be recognized as synonymous with the destination.
2. Increases the visibility of the destination in state, regional, national and even international media and elevates awareness of tourism's contribution to the local economy with the local media.
3. Helps establish Leon County/Tallahassee as a destination for the planned event and other opportunities.
4. Generates a minimum of 1,500 room nights for Leon County commercial lodging properties during traditionally low times of hotel occupancy.
5. Generates an economic impact for other hospitality related businesses such as restaurants and retail establishments.
6. Regenerates the investment of the Tourist Development Tax funds and also increases local sales tax collections.

III. DEFINITION

1. A Signature Event is:
 - a. One that follows the definition of an "event" in section 125.0104, Florida Statutes; to be an authorized use of Tourist Development Tax revenue, an event "shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity or event to tourists." By statute, a tourist is "a person who

participates in trade or recreation activities outside of the county of his or her residence, or who rents transient accommodations including any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment hotel, rooming house, mobile home park, recreational vehicle park, condominium or timeshare resort for a term of 6 months or less.”

- b. One that offers programming for the public over multiple days, or a single day while demonstrating the potential of generating a minimum of 1,500 hotel room nights; Multiple day events, because of their broader economic impact to all aspects of the local economy are preferred.
 - c. An event that occurs during traditionally low times of hotel occupancy (typically below 50%, but not a mandatory number). An event scheduled during Florida State University or Florida A&M University football game weekends, university graduation weekends, or during midweek of legislative session should not be considered for funding.
 - d. An existing event that seeks to expand, merge with other events taking place in the same time frame, or an entirely new event.
 - e. A cultural, historic, heritage, literary or musical based festival, sporting event or conference.
 - f. A collaboration between multiple partners such as Florida State University, Florida A&M University, the Florida Restaurant & Lodging Association, VISIT FLORIDA or others to create a new event, generate added value and benefit to existing events or rebrand a series of festivals into one entity. For example, creating a month-long cultural festival.
 - g. One that has an existing organizational structure to fully plan, market and produce the event, i.e. a turn-key event.
 - h. An annual, rotational or single-year event; annual events are preferred.
2. Signature events must meet community standards and align with the County’s tourism marketing objectives and positioning.
 3. Signature events should not receive funds from any other County source with the exception of in-kind support.

Direct sales, advertising or marketing programs that conflict with Visit Tallahassee programs do not qualify as a special event.

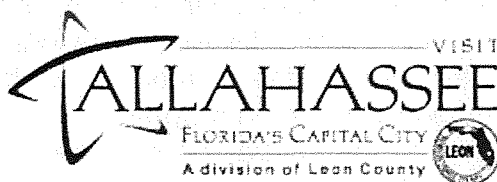
Each application will be evaluated against established criteria and historic precedent. The number and extent of these grants will depend upon the availability of designated funds and specific allocations. Ideally, the funds allocated by the TDC will eventually be partially returned through increased transient lodging sales resulting from these special events and the tourist development tax generated from those sales.

IV. STATEMENT OF POLICIES

1. Grant funds are intended to supplement the sponsoring organization's budget.
2. Funding does not support administrative costs or non-public events. Funding supports marketing and promotional efforts, venue/site rentals and costs associated with visiting artists and/or exhibits.
3. Applicants receiving grant funds from the Council on Cultural & Arts (COCA) may not receive grant funding for the same event through the TDC. Applicants may make requests to the TDC and COCA, but these must be for a different event or

activity.

4. Hotels secured for the event must be located within Leon County.
5. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front & back copy of cleared check or credit card receipt. Cash receipts can be accepted for reimbursements; however using a check or credit card is preferred. Written confirmation from vendor that expenditure has been paid in full is necessary if only a copy of the front of the cleared check is provided.
6. Visit Tallahassee staff will instruct Kerr-Downs Research to conduct an economic impact study of an event receiving Signature Event Grant funding. Event organizers must allow for face-to-face interviews with spectators and participants in order to be eligible.
7. To be eligible for payment, a completed Post-Event Report must be submitted. The report must include a recap of the event and how the event promoters measured the success/failure of the event. Failure to submit a complete Post-Event Report will result in disqualification for support. Requests for reimbursement must be received by September 30.
8. Any funds granted will be subject to audit by the Leon County Auditor.
9. To qualify for reimbursement, proof of liability/medical insurance must be provided by the host organization in the amount of \$1 million with Leon County named as an additional insured.
10. The TDC may choose to lend assistance or administer grant funds approved in the form of advertising, public relations, promotions or research programs through its agency of record on behalf of the applicant.
11. The Leon County Tourist Development Council and/or Visit Tallahassee must be included on all printed and online promotional materials for the event and referred to in public relations activities. A camera-ready logo and link to the Visit Tallahassee web site will be provided for these purposes. All printed materials and online screen shots showing the TDC logo must be presented with the Post Event Report. Failure to include the logo can be cause for disallowing reimbursement of that portion of the grant.



12. Allowable expenses shall include:
 - Promotion, marketing and paid media advertising that reaches outside Leon County with potential to drive overnight visitation
 - Event production and technical expenses, site fees/costs (contract help, rentals, insurance) rights fees, sanction fees, non-monetary awards and travel expenses including lodging.
 - Note: Item #19 of the Application requires that applicants describe how the grant funds will be used. Any changes to the items submitted in #19 MUST be submitted in writing to Visit Tallahassee and will not be allowed without written approval from Visit Tallahassee staff.

•
13. Unallowable expenses include:

- General and administrative expenses,
- Building, renovating and/or remodeling expenses,
- Permanent equipment purchases,
- Debts incurred prior to grant requests,
- Programs which solicit advertising or sponsorships,
- Hospitality or social functions,
- Advertising that only reaches Leon County and its residents.

V. FUNDING ELIGIBILITY

The intent of the Signature Event Grant Program is to provide funding assistance for events that attract overnight visitors to Leon County and create business for the commercial lodging industry, (hotels/motels, campgrounds, condominiums) as well as restaurants, retail establishments and other businesses. To be considered for funding, the following criteria have been established:

1. Each application must include a signed Certification and Compliance page
2. Event must take place between October 1, and September 30, of the upcoming fiscal year.
3. The event must have the potential to bring out-of-town visitors that use commercial lodging establishments in Leon County.
4. Applicant must provide a marketing/promotions plan.
5. Applicant must provide a detailed event budget.
6. Must provide Liability/Medical/Workers Comp Insurance Coverage and have Leon County named as an additional insured.

VI. PROCEDURES

1. Funding for the Tourism Signature Event Grant Program will be included as part of the Division of Tourism Development's normal budget process.
2. Leon County Tourism Development will proactively solicit existing events or new events for use of these funds. Staff will be open to new ideas and give consideration to works in progress.
3. There will be no official grant cycle or deadline to apply; applications will be accepted as long as funds are available.
4. Funds will be available until exhausted.
5. Funds not spent during a fiscal year, may carry-forward to the next fiscal year if the necessary unallocated fund balanced is maintained and approved by Financial Stewardship and the Board of County Commissioners.
6. Funds will be primarily used to market the signature event, but may be used for other purposes as authorized by section 125.0104, Florida Statutes, such as programming and production expenses as long as the main focus is the promotion of the event to visitors.
7. Funds will be provided to the recipient on a reimbursement basis upon receipt of a post event report demonstrating proof that the funds were spent as agreed upon.

8. Staff will develop a standard template for use when submitting a request for signature event grant funding to the TDC for consideration; the form will be similar to the special event application form currently in use.
9. Staff will bring all requests that meet the eligibility requirements for signature event grant funding for consideration and approval of the TDC, unless delegated by official action of the TDC.
10. Once approved by the TDC, staff will issue a letter to the grant recipient outlining the amount and authorized uses of the funds.
11. Upon receipt of a standardized post event report, staff will process the grant invoice for payment.

VII. FUNDING LEVELS

The TDC recommended funding levels in the Table below take into account that other segments of the local economy such as restaurants and retail will benefit from an increase in visitation along with hotels, motels, and other tourism related businesses. In addition, the State and Leon County will benefit from the increased direct spending thereby enhancing sales and gas tax collections. Therefore, the recommended funding guidelines do not require a 1:1 return on investment with regard to the TDT. Instead, the proposed funding model is based on an approximate 1:3 return of TDT given the anticipated direct economic impact of signature events. The current TDC special events grant program also uses an approximate 1:3 formula based on a much smaller scale.

For first year events and existing events that are planning for expansion, the number of hotel room nights generated would be an estimate at the time of application. The Division of Tourism Development will direct the County's marketing research firm of record to conduct an economic impact study of each event funded under the Signature Event Grant Program. This would show the actual number of room nights generated and the economic impact of any event receiving funding under this category. This study would be used as a benchmark for consideration of future funding requests.

Recommended Signature Event Grant Program Funding

Levels

Room Nights	Tourist Development Tax Generated (x 5 cents)	Direct Economic Impact	Recommended Tourism Signature Event Funding Levels
1,500	\$6,200	\$468,329	\$20,000
2,000	\$8,250	\$627,799	\$25,000
2,500	\$10,325	\$787,269	\$30,000
3,000	\$12,377	\$946,739	\$37,000
4,000	\$16,502	\$1,293,398	\$50,000
5,000	\$20,628	\$1,612,338	\$62,000
7,500	\$30,941	\$2,419,566	\$93,000
10,000	\$41,255	\$3,226,995	\$125,000

Average Daily Rate = \$82.51

The Direct Economic Impact is based on the model developed by Destination Marketing Association International that is being used as the industry standard; it also calculates local expenditures as well as those from overnight visitors.

VIII. POST EVENT REPORT

Visit Tallahassee will instruct its marketing research firm of record to conduct a statistically reliable number of spectator and participant surveys at the event to develop an economic impact study that shows the number of attendees, out of town guests, room nights generated and total economic impact from the event.

It is the responsibility of the event organizer to provide post event information including:

1. The names of contracted hotels used for participants and spectators
2. Room pick-ups from each contracted hotel
3. If your event uses an advanced registration procedure, utilize the attached **Visitor Tracking Form** (Appendix A) to gather the requested information. Each participant/group should sign his or her name, hotel in which they are residing, number of rooms secured, number of days, and the number of guests staying in each room.
4. A written report on how the event measured its success or failure; what were the event goals and what was accomplished.
5. The TDC reserves the right to conduct a post-audit of information presented on the accommodations listed. All properties listed will be contacted to confirm the number of room nights generated for the event. **ANY MISLEADING OR FALSE INFORMATION PRESENTED CAN AND WILL ADVERSELY AFFECT FUTURE GRANT AWARDS.**
6. A post event budget showing revenues and expenses.
7. Upon receipt of the post event report, Visit Tallahassee will process the check request for the approved grant amount.

IX. CONCLUSION

Applicants are asked not to contact members of the Tourist Development Council prior to the meeting. Applicants are invited to attend the TDC meeting in case there are questions. However, your presentation will be allowed. The event director, fiscal administrator or other contact person may be called upon by any one of these groups or their staff at any time during the review process.

Please submit the original plus **TEN (10) copies** of the attached application form **no later than noon on the Monday preceding the TDC meeting. The board packets are sent by 5 PM on that Monday prior to the meeting. Please deliver the applications to:**

Tourist Development Council
Signature Event Grant Program
c/o Visit Tallahassee
106 East Jefferson Street, Suite 400
Tallahassee, FL 32301

**Failure to meet the will Monday noon deadline may result
in disqualification or postponement of the request.**

For questions or additional information, please contact our office at:

(850) 606-2300

FOR GADSDEN, JEFFERSON, FRANKLIN, & WAKULLA COUNTY EVENTS
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To qualify, event must:

1. Utilize or demonstrate the potential to utilize Leon County lodging establishments.
2. Have secured a funding commitment from the home county Tourist Development Council.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for January 27, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of January 28 through February 9, 2015

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

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 January 27, 2015, and pre-approve the payment of bills and vouchers for the period of January 28 through February 9, 2015.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval January 27, 2015 and pre-approval of payment of bills and vouchers for the period of January 28 through February 9, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the January 27, 2015 meeting, the morning of Monday, January 26, 2015. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the first Tuesday in February, it is advisable for the Board to pre-approve payment of the County's bills for January 28 through February 9, 2015, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office 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 January 27, 2015, and pre-approve the payment of bills and vouchers for the period of January 28 through February 9, 2015.
2. Do not approve the payment of bills and vouchers submitted for January 27, 2015, and do not pre-approve the payment of bills and vouchers for the period of January 28 through February 9, 2015.
3. Board direction.

Recommendation:

Option #1.

VSL/AR/SR/cc

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Fiscal Year 2015/2016 Budget Calendar

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Fiscal Year 2015/2016 Budget Calendar (Attachment #1).

Report and Discussion

Background:

Chapters 129 and 200 of the Florida Statutes provide specific time frames and milestones necessary to complete the annual budget. In addition, Leon County Fiscal Planning Policy No. 93-44 requires that a budget calendar be adopted prior to March 31st of each year (Attachment #2). Leon County's budget calendar complies with the statutory requirements and incorporates all local policies and procedures. The calendar provides the detail in support of the applicable statutes and County process.

Analysis:

Applicable statutes have been reviewed and a budget calendar created to maximize the use of the Board's time in developing the FY 2015/2016 budget. The following provides significant dates to the Board:

Tuesday, March, 10, 2015, Regular Meeting: Staff will make recommendations for the Board to establish maximum discretionary funding levels for outside agencies as specified by County ordinance.

Tuesday, April 28, 2015, (9:00 a.m. – 3:00 p.m.), Budget Policy Workshop: Staff will present Workshops Items that discuss Primary Health Care Funding, Sidewalk Priority Listing, and the Future of the Landfill.

Wednesday, May 6, 2015 and Thursday, May 7, 2015, Executive Administrative Hearings: Board Department Directors will meet with the County Administrator and Office of Management & Budget (OMB) to present their preliminary budgets.

Tuesday, May 12, 2015, Regular Meeting: Staff will present the Mid-Year Financial Report to the Board. This will include preliminary revenue forecasts for the upcoming fiscal year and the status of the general and special revenue fund balances.

Tuesday, May 26, 2015 (9:00 a.m. - 3:00 p.m.), Budget Workshop, if necessary: Budget Workshop to discuss any major budget issues that emerged from the legislative session.

Tuesday, June 23, 2015, (9:00 a.m. – 3:00 p.m.), Budget Workshop: Board Departments will present preliminary budgets, initiatives, and strategic plans to the Board. Issues identified during any meetings with the Constitutional Officers and any legislative changes that occurred during 2015 session affecting the FY16 budget, will be presented. Estimated property tax revenues will be based on the preliminary property values provided by the Property Appraiser on June 1, 2015.

Tuesday, July 7, 2015 (9:00 a.m. – 3:00 p.m.), if necessary, Board Budget Workshop: This workshop will provide the Board an updated package of anticipated revenues and expenditures for FY16, and any major funding adjustments necessary based on certified taxable property values provided by the Property Appraiser on July 1, 2015.

Tuesday, July 7, 2015 Regular Board Meeting: Ratification of the June 23, 2015 Budget Workshop, and as required by Florida Law, the establishment of the maximum tentative millage rate to be used for the TRIM notice.

Tuesday, September 15, 2015 and Tuesday, September 29, 2015, Regular Meetings: Two statutorily required public hearings on adopting the FY 2015/2016 budget and millage rates.

Options:

1. Approve the Fiscal Year 2015/2016 Budget Calendar (Attachment #1).
2. Do not approve the Fiscal Year 2015/2016 Budget Calendar.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. FY 2015/2016 Budget Calendar
2. Policy No. 93-44, Fiscal Planning

December 2014

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Monday, December 8, 2014	Board Retreat	Board of County Commissioners (BOCC) Executive Staff

December 2014

SUN	MON	TUE	WED	THU	FRI	SAT
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7	8	9	10	11	12	13
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January 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Wednesday, January 14, 2015	Internal Service Requests Matrix Distributed to Departments/Constitutional/Judicial Officers	Facilities Management Management Information Systems Human Resources Office of Management and Budget (OMB)

January 2015

SUN	MON	TUE	WED	THU	FRI	SAT
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February 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Friday, February 6, 2015	Departments/Constitutional/Judicial Officers submit Internal Service Requests	Facilities Management Management Information Systems Human Resources Office of Management and Budget (OMB)
Tuesday, February 17, 2015 Wednesday, February 18, 2015	GOVMAX Budget Training	OMB/ All Departments
Thursday, February 19, 2015	Deadline for New Capital Project Requests	OMB/All Departments

February 2015

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March 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Tuesday, March 10, 2015	Establish maximum funding levels for outside agencies at Regular Meeting	Board of County Commissioners (BOCC)
Friday, March 20, 2015	Deadline for Departments to notify OMB for budget issues and submit requested Operating and Capital budgets	OMB/ All Departments

March 2015

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April 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Wednesday, April 28, 2015 9:00 am — 3:00 pm	Budget Policy Workshop	BOCC/County Administrator/ OMB/All Departments

April 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
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May 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Wednesday, May 6, 2015 Thursday, May 7, 2015	Executive Administrative Hearings with Board Departments	County Administrator/OMB/ All Departments
Tuesday, May 12, 2015	Presentation of Mid-Year Financial Report	BOCC/County Administrator/ OMB/All Departments
Tuesday, May 26, 2015 9:00 am — 3:00 pm (if necessary)	Budget Workshop	BOCC/County Administrator/ OMB/All Departments

May 2015						
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June 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Monday, June 1, 2015	Receive Tentative Certified Values from Property Appraiser	Property Appraiser
Monday, June 1, 2015	Notice to Property Appraisers regarding possible Non- Ad Valorem assessments for TRIM notice	Public Works/OMB/ Property Appraiser
Tuesday, June 23, 2015	Budget Workshop	BOCC/County Administrator/ OMB/All Departments

June 2015						
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July 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Wednesday, July 1, 2015	Certified Taxable Values provided by Property Appraiser	Property Appraiser
Wednesday, July 1, 2015	Non-Ad Valorem assessments to be included on TRIM due to Property Appraiser	BOCC/ County Administrator/ OMB/ Property Appraiser
Tuesday, July 7, 2015 9:00 am — 3:00 pm Wednesday, July 8th 9:00 am — 3:00 pm (if necessary)	FY16 Budget Workshops	BOCC/ County Administrator/ OMB/All Departments
Tuesday, July 7, 2015	Ratification of Budget Workshops and establishing the maximum millage rate for TRIM	County Administrator/ OMB

July 2015						
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August 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Tuesday, August 4, 2015	TRIM Maximum Millage Notice due to Property Appraiser and Department of Revenue	County Administrator/OMB/ Property Appraiser
Monday, August 24, 2015	Last day for Property Appraiser to mail TRIM notices	Property Appraiser

August 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
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September 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Tuesday, September 15, 2015	Certification of Non-Ad Valorem assessment roll due to Tax Collector	GIS
Tuesday, September 15, 2015	BOCC- 1st Public Budget Hearing on Adoption of Tentative Millage Rates and Tentative Budgets for FY 2015/2016	BOCC/ County Administrator/ OMB/ Departments/ Citizens
Tuesday, September 29, 2015	BOCC 2nd Public Budget Hearing on Adoption of Tentative Millage Rates and Tentative Budgets for FY 2015/2016	BOCC/ County Administrator/ OMB/ Departments/ Citizens

September 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
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October 2015

<i>Date</i>	<i>Activity</i>	<i>Participants</i>
Thursday, October 1, 2015	Beginning of New Fiscal Year	OMB
Friday, October 2, 2015	Submit Adopted Budget Resolutions to Property Appraiser and Tax Collector	County Administrator/ OMB
Thursday, October 29, 2015	30 day deadline to publish the adopted budget online	OMB
Thursday, October 29, 2015	Final Day to Submit TRIM Compliance Certification to Department of Revenue (DOR)	County Administrator/ OMB

October 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
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Board of County Commissioners Leon County, Florida

Policy No. 93-44

Title: Fiscal Planning

Date Adopted: March 11, 2014

Effective Date: March 11, 2014

Reference: N/A

Policy Superseded: Policy No. 93-44, revised 2/8/2011; Policy No. 93-44, revised 11/16/04; Policy 93-44, adopted 8/10/93; Policy No. 92-3, AFiscal Planning,@ adopted 3/10/92

It shall be the policy of the Board of County Commissioners of Leon County, Florida that: Policy No. 93-44, revised by the Board of County Commissioners on February 8, 2011, is hereby superseded, and a revised policy is hereby adopted in its place, to wit:

The County will establish fiscal planning practices to:

1. Provide that the annual operating and capital budget for Leon County shall be developed in conformity with the Tallahassee-Leon County Comprehensive Plan by the Office of Management and Budget, under the advisement of the County Administrator and adopted as provided in State law by a majority vote of the Board of County Commissioners presiding in a public hearing.
2. Provide for the development and annual review of a capital improvement budget. This budget shall contain a 5-year plan for acquisition and improvement of capital investments in the areas of facilities, transportation, equipment and drainage. This budget shall be coordinated with the annual operating budget.
3. Provide that the Board of County Commissioners will continue to reflect fiscal restraint through the development of the annual budget. In instances of forthcoming deficits, the Board will either decrease appropriations or increase revenues.
4. Provide that the County will strive to better utilize its resources through the use of productivity and efficiency enhancements while at the same time noting that the costs of such enhancements should not exceed the expected benefits.
5. Provide that expenditures which support existing capital investments and mandated service programs will be prioritized over those other supporting activities or non-mandated service programs.

6. Provide that the County Administrator shall be designated Budget Officer for Leon County and will carry out the duties as set forth in Ch. 129, F.S.
7. Provide that the responsibility for the establishment and daily monitoring of the County=s accounting system(s) shall lie with the Finance Division of the Clerk of the Circuit Court, and that the oversight of investment and debt management for the government of Leon County shall lie with the Board of County Commissioners.
8. Annually, prior to March 31, the Board of County Commissioners will:
 - A. Establish a budget calendar for the annual budget cycle.
 - B. Confirm the list of permanent line item funded agencies that can submit applications for funding during the current budget cycle.
 - C. Establish the amount of funding to sponsor community partner/table events in an account to be managed by the County Administrator.
 - D. Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.
9. Provide that this policy shall be reviewed annually by the Board of County Commissioners to ensure its consistency and viability with respect to the objectives of the Board and its applicability to current state law and financial trends.

Revised 3/11/2014

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of Proposed Revisions to County Policies Related to the Florida Department of Economic Opportunity's Community Development Block Grant Subgrant Agreement

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn Calabro, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Lamarr Kemp, Director of Housing Services

Fiscal Impact:

This item has fiscal impact to the County. Upon receipt and acceptance of the policy revisions, the Florida Department of Economic Opportunity will confer that the special conditions for the Subgrant have been met, and authorize Leon County to begin to expend its \$750,000 allocation for housing-related activities per the Community Development Block Grant Subgrant agreement.

Staff Recommendation:

Option #1: Adopt the proposed revisions to County policies (Attachments #1 - #5) related to the Florida Department of Economic Opportunity's Community Development Block Grant Subgrant Agreement (Attachment #6).

Report and Discussion

Background:

On December 26, 2013, staff received notification that the Florida Department of Economic Opportunity (DEO) opened the 2013 Florida Small Cities Community Development Block Grant (CDBG) application process with an application deadline of March 12, 2014. The County proposed to apply for \$750,000 in CDBG funding for housing-related activities. In accordance with policies and procedures per DEO and the County, the CDBG Citizens Advisory Task Force was convened, and a first public hearing was conducted, followed by a second public hearing on March 11, 2014. A competitive application was submitted on March 12, 2014.

On April 25, 2014, the County was notified by DEO that the Leon County CDBG application sufficiently placed Leon County in the fundable range, whereby Leon County was eligible to receive \$750,000 pending the outcome of a site visit, an application documentation discovery process, and subsequent award Agreement executed by the proper County officials.

Per the grant process, a site visit was conducted by DEO with no findings and/or concerns, while simultaneously informing staff of Leon County policy language insufficiencies. Leon County remained fundable; however, the policies would require revisions, based upon new federal laws and regulations governing disbursement of federal funding. DEO policy dictates that within 90 days after award, a Subgrant recipient shall comply with the new policy language changes (Special Conditions), which, in turn, must be approved by Subgrant recipient's governing officials.

The last signature to the CDBG Subgrant Agreement between Leon County and DEO was on September 8, 2014; thereby, establishing the Subgrant Agreement award date. DEO granted an extension of the policy changes compliance period to 180 days.

The language deficiencies in County policies spanned several County departments and staff proceeded to meet with all affected departments regarding compliance with the special conditions of the Subgrant Agreement, which would ultimately, and in some cases immediately, affect their separate opportunities to win and receive funding from federal sources.

Analysis:

The Special Conditions of the Subgrant Agreement are as follows:

1. Prior to drawdown of federal funds and within 90 days after award, the Recipient shall submit a copy of the County's CDBG Procurement Policy, which has been revised to comply with program requirements in accordance with guidance to be conveyed by the Department in writing to the Recipient.
2. Prior to drawdown of federal funds and within 90 days after award, the Recipient shall submit a copy of the County's updated Equal Employment Opportunity Plan to the Department for review and acceptance.

3. Prior to drawdown of federal funds and within 90 days after award, the Recipient shall submit a copy of the County's updated Section 504/Americans with Disabilities Act Plan to the Department for review and acceptance.

DEO specifically identified the language needing to be added to County policy, as follows:

- A new federal anti-discrimination category, "genetics," is to be included with current discrimination categories listed in the County's CDBG Procurement Policy (Attachment #1), Equal Employment Opportunity Policy (Attachment #2), and Americans with Disabilities Act Accessibility Policy (Attachment #3). Per the Subgrant, each recipient must have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promote, discharge, pay, fringe benefits, job training, classification referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics. Genetics has been adopted as a protected category by the federal government under a federal law called the Genetic Information and Nondiscrimination Act (GINA). Under GINA an individual cannot be discriminated against due a gene mutation that causes or increases the risk of an inherited disorder. Genetics was not included in the policies that DEO reviewed at the site visit.
- The term "Section 504" is to be added to the title of the County's current Americans with Disabilities Act Accessibility Policy. Per the Subgrant, each recipient must certify that it provides access to all federally funded activities to all individuals regardless of handicap. Section 504 prohibits against discrimination in service availability, accessibility, delivery employment and administrative activities and responsibilities of organizations receiving Federal financial assistance. The term "Section 504" was not included in the ADA policy DEO reviewed at the site visit.

Staff held a collective meeting on Friday, October 10, 2014 with the County Attorney's Office, Public Works, County Administration, Purchasing, MWSBE, Grant Coordinator, and Human Services. The results of that meeting are the following proposed County policy revisions, inclusive of corresponding federal policy language, deemed acceptable by DEO:

- Purchasing Department:
Community Development Block Grant (CDBG) Procurement Policy (Attachment #1)
- Human Resources:
Equal Employment Opportunity Policy (Attachment #2)
- Public Works
Section 504/Americans with Disabilities Act Accessibility Policy (Attachment #3)

Additional mandatory language revisions to meet current federal CDBG guidelines, as identified during guidance conveyed by DEO, were made to the following County CDBG policies:

- Human Services & Community Partnerships
Community Development Block Grant – Housing Assistance Plan (CDBG-HAP) – page 29 revisions (Attachment #4)
- Financial Stewardship - Grants
Citizen Complaint Policy (Attachment #5)

The requested changes to the County's CDBG policies are a pre-requisite to expending housing rehabilitation funding for extremely-low income, very-low income, and low-income, allocated for Leon County citizens per the Subgrant Agreement. The Special Conditions are identified in the Subgrant Agreement (Attachment #6, page 30, section F).

Upon adoption by the Board, all proposed revised policies and documentation will be sent to DEO for their review; and, upon approval, Leon County would be notified that the Special Conditions have been met and that the process for a Request for the Release of Funds (RROF) may commence. Staff recommends adoption of all proposed policy revisions in order to move forward with the RROF to expend the \$750,000 allocated by DEO.

Options:

1. Adopt the proposed revisions to County policies (Attachments #1 - #5) related to the Florida Department of Economic Opportunity's Community Development Block Grant Subgrant Agreement (Attachment #6).
2. Do not adopt the proposed revisions to County policies related to the Florida Department of Economic Opportunity's Community Development Block Grant Subgrant Agreement.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Community Development Block Grant Procurement Policy
2. Equal Employment Opportunity Policy
3. Section 504/Americans with Disabilities Act Accessibility Policy
4. Community Development Block Grant – Housing Assistance Plan
5. Citizen Complaint Policy
6. Community Development Block Grant Subgrant Agreement

Section 17 PROCUREMENT FOR ~~COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING~~ FEDERAL GRANT AND AID PROGRAMS

This section supplements Section 11.2, NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS and applies to all Federal grant and aid procurements and contracts to include, but not be limited to the Community Development Block Grant Housing Program, the Federal Highway System Local Agency Program, and any other Federally funded grants or contracts.

- A. It is the policy of the Board of County Commissioners to obtain commodities and services efficiently and effectively in free and open competition for the ~~Community Development Block Grant Housing~~ **Federal Grant and Aid** Programs through the use of sound procurement practices. All County staff and other persons (subgrantees or contractors) with designated responsibility for the administration of ~~CDBG~~ **Federal grant** award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to OMB Circular A-102, Attachment O; 24 CFR Part 85 Section 85.36; **s. 255.0525, Florida Statutes**; s. 287.055, Florida Statutes; s. 290.047, Florida Statutes; Chapter ~~9B-43~~ **73C-23**, Florida Administrative Code; and the Purchasing Policy of the Leon County Board of County Commissioners.
- B. The County Purchasing Policy shall govern the procurement of commodities and services for the ~~Community Development Block Grant Housing~~ **Federal Grant and Aid** Programs except as provided in this section.
1. **Local Preference Program is not applicable to Federally funded programs.**
 2. **The County's Minority, Women, and Small Business Enterprise Program is not applicable to Federally funded programs.**
 3. All procurement of commodities or services in excess of \$500 **1,000** shall require a written agreement embodying all provisions and conditions thereof.
 4. All procurement of commodities or services in excess of \$500 **1,000** and less **than the threshold amount provided for CATEGORY TWO in s. 287.017, Florida Statutes**, ~~\$2,500~~ may be entered only after informal competition based on offers or quotes from not less than three (3) vendors.
 5. Publication of public notice for invitations to bid or requests for proposals and notification of the solicitation through distribution to potential bidders or offerors shall be required for all procurement **in excess of the threshold amount provided for CATEGORY TWO in s. 287.017, Florida Statutes** ~~in excess of \$2,500~~. The time frames in section 5.08 of this policy shall apply for the required public notice.
 6. Except as may otherwise be provided by law, procurement awards shall be made only on the basis of requirements and evaluation factors related to the price or quality of the commodities or services or to the ability of the prospective supplier or contractor to perform under the agreement. In evaluating the ability of a prospective contractor to

perform, the County shall at a minimum consider the prospective contractor's record of past performance under ~~CDBG~~ **similar federal** grants.

7. Nothing herein shall limit the County to except from the requirement of competition commodities and services available only from a single source (Section 5.10, Sole Source Purchases) or procurement from another unit of government (Section 5.12, Cooperative Purchasing).

SECTION II EMPLOYEE CONDUCT

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2.01 Equal Employment Opportunity

It has been the policy of the Leon County Board of County Commissioners to subscribe to the principle of Equal Employment Opportunity. This policy reaffirms the commitment and is implemented to ensure that:

In accordance with applicable local, state, and federal laws, as amended from time to time, Leon County prohibits discrimination in employment, including All recruitment, hiring, training and promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, based on an individual's protected status, including of persons employed by Leon County in all positions is accomplished without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, or gender identity or expression, or genetic information.

Chapter 9, Code of Laws of Leon County, Florida, as amended, prohibits employment practices that discriminate on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation. The law applies to persons who have five or more employees.

Florida laws, as amended, prohibit employment practices that discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status (FL Stat. Sec. 760.01 (2014), which covers employers with 15 or more employees), sickle-cell trait (FL Stat. Sec. 448.075 (2014)) and knowledge or belief that the individual has taken a human immunodeficiency virus (HIV) test or the results or perceived results of such test unless the absence of HIV infection is a bona fide occupational qualification of the job in question (FL Stat. Sec. 760.50 (2014)).

Federal laws, as amended, that prohibit employment practices that discriminate include:

Title VII of the Civil Rights Act of 1964 (Title VII) - This law makes it illegal to discriminate against someone on the basis of race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants' and employees' sincerely held religious practices, unless doing so would impose an undue hardship on the operation of the employer's business.

Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) - This law prohibits employment discrimination based on genetic information about an applicant, employee, or former employee.

SECTION II EMPLOYEE CONDUCT

11.01

The Pregnancy Discrimination Act - This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

The Equal Pay Act of 1963 (EPA) - This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace.

The Age Discrimination in Employment Act of 1967 (ADEA) - This law protects people who are 40 or older from discrimination because of age.

Title I of the Americans with Disabilities Act of 1990 (ADA) - This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

Hiring of the Disabled

The following guidelines are followed by all departments of Leon County Government:

Physical standards for employment shall be fair, reasonable, and adapted to the realistic requirements of the job. These standards must reflect actual work conditions, hazards, and essential physical requirements of the job. Such standards shall not be used to eliminate Disabled persons from consideration. Reasonable accommodations will be made for the Disabled.

Employment decisions are made consistent with the principle of Equal Employment Opportunity.

~~Units of Leon County Government comply with all federal, state, and other applicable laws prohibiting discrimination in employment based on race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, or gender identity or expression.~~

All appointed officials, managerial and supervisory employees are responsible for supporting this policy and for the furtherance of the principle of Equal Employment Opportunity in all Human Resources matters.

Goals and objectives for the furtherance of the principle of Equal Employment Opportunity have been developed. These goals and objectives are periodically monitored.

SECTION II EMPLOYEE CONDUCT

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The principle of Equal Employment Opportunity is applied to all other Human Resources activities including compensation, benefits, transfers, reassignments, promotions, demotions, layoffs, separations and disciplinary actions, as well as to education, training, social and recreational programs sponsored by Leon County Government.

~~A. The Americans With Disabilities Act protects any "Qualified individuals with a disability from employment discrimination on the basis of a disability."~~

~~B. Hiring of the Disabled~~

The following guidelines are followed by all departments of Leon County Government:

~~Physical standards for employment shall be fair, reasonable, and adapted to the realistic requirements of the job. These standards must reflect actual work conditions, hazards, and essential physical requirements of the job. Such standards shall not be used to eliminate Disabled persons from consideration. Reasonable accommodations will be made for the Disabled.~~

2.01.1 Procedure: Equal Employment Opportunity

All discrimination claims reported to a supervisor or any other management member shall be submitted to the Employee Relations Coordinator.

The Employee Relations Manager will work with line management to investigate all the facts of the situation.

An analysis of the facts shall be completed by the Employee Relations Manager with the results going to the Human Resources Director, the Department/Division Director, and Administration. Should a recommendation(s) for corrective action be included, with approval of the County Administrator, the Human Resources Director will work with the Department/Division Director in implementing changes, when appropriate disciplinary measures will be taken.

In all cases, a final summary of findings will be provided to all involved parties.

Claims of Discrimination may be filed directly with the Employee Relations Coordinator.

2.02 Workplace Harassment

The purpose of this policy is to provide a work environment free of workplace harassment which encourages mutual respect, cooperation and understanding amongst members of the Leon County Board of County Commissioners (hereinafter referred to as the "Board") and Board employees.

SECTION II EMPLOYEE CONDUCT

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This policy applies to--

1. Members of the Leon County Board of County Commissioners and Board employees.
2. Claims of conduct defined as "harassment."
3. Harassing conduct committed by vendors, clients, and members of the public will not be tolerated. Harassing conduct by non-employees will be addressed based on the County's control over and business relationship with the alleged harasser.

Policy:

The Board will not tolerate harassment whether it occurs in the workplace or outside the workplace.

SECTION II EMPLOYEE CONDUCT

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Definition:

For purposes of this policy, harassment consists of unsolicited, offensive, or retaliatory behavior based on race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, or sexual orientation, genetic information, or an employee's exercise of their constitutional or statutory rights. Sexual harassment consists of unsolicited, offensive behavior involving sexual overtures or conduct, either verbal or physical. Neither harassment nor sexual harassment refers to occasional comments of a socially acceptable nature to a reasonable person. Harassment refers to behavior that is not welcome, that is personally offensive, that lowers morale, and that, therefore, interferes with the work environment.

Offensive comments about an employee's race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, ~~or~~ sexual orientation, or genetic information, or an employee's exercise of their constitutional or statutory rights constitutes harassment when

(1) submission to such conduct is made either explicitly or implicitly a term of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an Intimidating, hostile or offensive working environment.

Harassment may also take the form of adverse employment actions such as termination, Demotion, or other adverse employment decisions which effect an employee's working conditions, if such actions are taken on the basis of an employee's race, sex, color, national Origin, religion, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, ~~or~~ sexual orientation, genetic information, or an Employee's exercise of their constitutional or statutory rights. Employment actions that are based on an employee's performance or other legitimate reasons are not harassment.

Complaint Procedure:

Any employee who believes he or she has been subjected to workplace harassment must promptly bring the problem to the attention of the County. If you believe that you have been harassed, you should immediately report the problem to your supervisor. If the complaint involves your supervisor, or you are uncomfortable presenting this issue to your supervisor, then you should inform the Human Resources Director or Employee Relations Manager in the Human Resources Division.

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Policy No. 03-04

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

Policy No. 03-04 _____

Title: **ADA Section 504 / Americans with Disabilities Act Accessibility Policy**

Date Adopted: January ~~21, 2003~~ **27, 2015**

Effective Date: January ~~21, 2003~~ **27, 2015**

Reference: **Section 504, 45 CFR Part 84 / ADA**— Americans with Disabilities Act
(ADA), Public Law 101-336

Policy Superseded: ~~N/A~~ **Policy No. 03-04**

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a new policy, Policy No. 03-04 _____, “**ADA**
“Section 504 / Americans with Disabilities Act Accessibility Policy,” is hereby adopted, to wit:

I. Citizen Access.

A. Purpose.

Section 35.107(b) of the ADA requires public entities with 50 or more employees to establish grievance procedures for resolving complaints or violations of Titles I and II. The purpose of this policy section is to provide standard procedures for the Complaint Process associated with ADA Accessibility as it relates to citizen inquiries.

Section 504 prohibitions against discrimination (See 45 CFR Part 84) apply to services availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving federal financial assistance.

B. Definitions.

1. *Accessibility*. As it pertains to County facilities, programs, and services, the ability to gain physical access to County buildings, sidewalks, parking, public telephones, parks, and other various programs and services.
2. *Accessibility Process*. An organized procedural system that is documented, maintained, and in place to answer citizen questions and address complaints pertaining to the accessibility of County facilities, programs, and services.
3. *ADA-Americans with Disabilities Act*. Public Law 101-336, enacted July 26, 1990, which “Prohibits discrimination and ensures equal opportunity for persons with

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disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation.”

4. **Section 504 / ADA Liaison** ~~ADA Coordinator~~. Employee designated by the County Administrator with the responsibility of facilitating and coordinating all ADA issues and requests regarding access problems or concerns for Leon County.

C. Citizen Accessibility Process.

1. The accessibility process consists of a systematic procedural description of the County’s citizen complaint process. The process includes, but is not limited to:
 - a. Online contact information where citizens can find the address and telephone number of the County’s **Section 504 / ADA Liaison** ~~ADA coordinator~~.
 - b. Contact information posted and readily available at each County facility, program, or service.
 - c. Directions on how to file a complaint available online and via the posted contact telephone number.
 - d. An automated form (Appendix A) that can be submitted to the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ online; printed out, completed, and submitted by FAX; or a phone number where a form may be requested.

D. Citizen Accessibility-Access Questions.

1. Citizen Access Questions. The question is transferred to the County **Section 504 / ADA Liaison** ~~ADA Coordinator~~ for appropriate response. The **Section 504 / ADA Liaison** ~~ADA Coordinator~~ shall maintain a list of County program area contact persons.
 - a. The **Section 504 / ADA Liaison** ~~ADA Coordinator~~ logs the call and determines to whom the call is referred for response, if necessary, or answers the question himself/herself.
 - b. Once an answer to the question has been determined, the Program Area contact person notifies the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ who contacts the citizen with the answer to the question.
 - c. **Section 504 / ADA Liaison** ~~ADA Coordinator~~ follows up to ensure that the citizen=s question has been answered and to determine if further action is warranted.

E. Citizen Accessibility-Access Complaints.

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1. A citizen reports an access problem or concern. The complaint is transferred to the **Section 504 / ADA Liaison** ~~ADA Coordinator~~.
2. The **Section 504 / ADA Liaison** ~~ADA Coordinator~~ logs the complaint and determines to whom the complaint is referred for response, if necessary, or resolves the complaint himself/herself.
3. The Program Area contact person investigates the complaint to determine if a change can be made to resolve the problem or concern. Some issues may need to be addressed in the form of an agenda request depending on the amount of work or funds needed to correct the problem area.
4. Once a resolution to the problem is determined, the Program Area contact person notifies the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ who contacts the citizen, with the proposed resolution.
5. The Program Area contact person follows up to make sure that the correction/alteration is completed as determined.
6. The **Section 504 / ADA Liaison** ~~ADA Coordinator~~ follows up to ensure that the citizen's problem or concern has been adequately resolved.

II. Employees/Applicants for Employment.

A. Purpose.

This policy section establishes uniform guidance for employees and/or applicants for employment to request reasonable accommodations and file complaints of discrimination based on the Americans with Disabilities Act of 1990 (ADA) as required by state and federal law.

B. Procedures.

1. Applicants for Employment: Requests for Reasonable Accommodations.
 - a. All job announcements shall include the statement, "[i]f an accommodation is needed in order to participate in the application process, please contact the Human Resources Office."
 - b. Any applicant for employment may request a reasonable accommodation. The request for accommodation should specify the type of accommodation requested.
 - c. An applicant may request reasonable accommodation at any time during the job application process.
 - d. Any cost involved in accommodating the applicant must be approved by the

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department/division director or his designee in the department/division where the accommodation is being requested. When the department/division director feels that the program/division budgets do not have funding to support the accommodation, the director shall contact the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ before denying the request based on undue hardship.

- e. The **Section 504 / ADA Liaison** ~~ADA Coordinator~~ and the hiring supervisor shall initiate the necessary steps to coordinate the accommodation.
 - f. All original requests for accommodations and resolutions thereof shall be forwarded to the Human Resources Office after completion. Copies pertaining to a request for accommodation shall be maintained in the Human Resources Office in a secured area.
 - g. If the applicant is not satisfied with the decision made, he or she may appeal to the County Administrator or his/her designee.
2. Employees: Requests for Reasonable Accommodation.
- a. Any employee may request reasonable accommodation under **Section 504 / ADA** ~~the ADA~~. The employee shall make such request to his or her immediate supervisor and/or **Section 504 / ADA Liaison** ~~ADA Coordinator~~. The request for accommodation shall be in writing using the Leon County Board of County Commissioners' Request for Reasonable Accommodation Form (Appendix B). The supervisor and/or the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ shall insure that the form is completed by the employee.
 - b. The supervisor shall discuss the accommodation with the employee and provide either the accommodation requested or an accommodation that is equally effective. If the supervisor believes the accommodation is not reasonable and would change the nature of the employment, the supervisor will forward the request to the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ for resolution. In any event, all requests for accommodations and resolution of such requests shall be forwarded to the ADA Coordinator.
 - c. If an employee requests accommodation to perform the essential functions of the job, the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ may request supporting documentation about his/her disability and functional limitations. The documentation must be from an appropriate healthcare professional.
 - d. If the employee provides insufficient information to substantiate a claim of disability covered by **Section 504 / ADA** ~~the ADA~~, then the County may require an employee to be independently examined by an appropriate healthcare professional of the County's choice. The examination must be job-related. The County shall pay all costs reasonably associated with the employee's independent medical examination (I.M.E.).

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- e. Any cost involved in providing a reasonable accommodation must be approved by the department/division director or his designee in the department/division where the accommodation is being requested. When the department/division director feels that the program/division budgets do not have funding to support the accommodation, the director shall contact the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ before denying the request based on undue hardship.
 - f. The **Section 504 / ADA Liaison** ~~ADA Coordinator~~ and the supervisor shall initiate the necessary steps to coordinate the approved reasonable accommodation.
 - g. All original requests for accommodations and resolutions thereof shall be forwarded to the Human Resources Office after completion.
 - h. If the employee is not satisfied with the decision made as to the request for accommodation, he or she may appeal to the County Administrator or his/her designee.
3. Complaint Process. (This process is to be used in lieu of the Grievance Process.)
- a. Any employee and/or applicant for employment with the County may file a complaint of discrimination/harassment on the basis of disability with the County. Complaints shall be filed with the Employee Relations Coordinator in the Human Resources Division. Any complaints filed internally alleging a violation of the **Section 504/ADA** ~~Americans with Disabilities Act~~ or this procedure should be reported immediately.
 - b. Any employee who believes he or she has been subjected to discrimination/harassment on the basis of disability must promptly bring the problem to the attention of the County. If an employee believes that he or she has been discriminated against/harassed, he or she should immediately report the problem to his/her supervisor. If the complaint involves the supervisor, or the employee is uncomfortable presenting this issue to the supervisor, then he or she should inform the Human Resources Director or Employee Relations Coordinator in the Human Resources Division.
 - c. If a complaint of discrimination/harassment on the basis of disability involves a County Commissioner, the employee should immediately report the problem to the Human Resources Director, the Employee Relations Coordinator in the Division of Human Resources, or the Chairman of the County Commission. If the complaint involves the Chairman of the County Commission or the employee is uncomfortable presenting this issue to the Chairman, then the employee should inform the Vice-Chairman of the County Commission, the Human Resources Director, or the Employee Relations Coordinator in the Human Resources Division.

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At that time, the Human Resources Director will refer the complaint to a private law firm or private entity outside the County's political jurisdiction, previously retained, to investigate the claim (this should be complied with prior to any notification to the Board, County Administrator, or County Attorney). Once the complaint has been referred to the outside private agency or law firm for investigation, then the party involved in the complaint shall be notified.

- d. Each complaint will be immediately and thoroughly investigated in a professional manner. All discrimination/harassment complaints reported to a supervisor or any member of management, shall be promptly reported to the Employee Relations Coordinator or the Human Resources Director. Actions taken to investigate and resolve discrimination/harassment complaints shall be conducted confidentially to the extent practicable, appropriate, and legal, in order to protect the privacy of the persons involved.
- e. The person who is accused of engaging in discriminating/harassing behavior shall be notified and given an opportunity to respond verbally and/or in writing. Investigations may include interviews with parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have relevant information or knowledge.
- f. The employee making the complaint shall be notified of a decision or the status of the investigation in a timely manner. There will be no discrimination or retaliation against any individual who files a good-faith complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a discrimination/harassment complaint.
- g. If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be taken. Disciplinary action, which may include discharge, will also be taken against individuals who make false or frivolous accusation, such as those made maliciously or recklessly.
- h. If deemed to be in the County's best interest, the complainant, the respondent, or both, may be placed on leave with pay during the investigation process. This decision will be made by the County Administrator or designee (for a Board employee), the County Attorney or designee (for a County Attorney employee), the Chairperson (for another Commissioner's Aide or Board Appointee), or the Vice Chairperson (for the Chairperson's Aide).

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APPENDIX "A"

Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301
(850) ~~487-2220~~ **606-5300** Telephone
(850) ~~488-6293~~ **606-5301** Telefax

CITIZEN REQUEST FOR ACCOMMODATION FORM

Date: _____

Person Submitting Request: _____ Telephone: _____

Person the Request is for: _____ Telephone: _____

Address: _____

Individuals with disabilities who wish to participate in County programs, services, or activities and who need accommodation are invited to present their requests for accommodation to the County by completing this Request for Accommodation form or by calling (850) ~~487-2220~~ **606-5300**, at least 48 hours in advance of the event or activity.

___ Community Services

___ Board/Commission Meeting

Name of Activity/Service

Date & Time of Meeting

Start Date of Activity/Service

Location of Meeting

___ Recruitment

Position Title, Position Number or Requisition Number

Assistance with (check all that apply):

___ Application

___ Testing

___ Performing Essential Duties

Please describe your request for reasonable accommodation and possible solutions. If you need more room, please feel free to attach additional pages.

Signature of Person Completing Request: _____

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APPENDIX "B"

Leon County Board of County Commissioners Request for Reasonable Accommodation Form

Initial requests for Reasonable Accommodations shall be submitted to the supervisor and the **Section 504 / ADA Liaison** ~~ADA Coordinator~~ in the Human Resources Division. All medical information is maintained separately from all personnel records and shall be kept confidential.

PART I – REQUESTOR’S INFORMATION.

Section 1 - Employee/Applicant Information (To be completed by requestor and returned to supervisor or Board’s designated responsible person for reasonable accommodations):

Date: _____ Check one: ☐ Employee ☐ Applicant
Name: _____ Department/Division: _____
Job Title: _____ Work Site Location: _____

Work Telephone #: _____ Home Telephone #: _____
Supervisor’s Name: _____

Section 2 - Accommodation Request:

I am Requesting accommodation(s) for the following reason(s): check relevant box(es):

- ☐ To complete the employment application process.
- ☐ To perform essential job function(s).
- ☐ To have equivalent benefits and privileges of non-disabled employees.
- ☐ To obtain evacuation assistance in a time of emergency.
- ☐ Other (provide explanation):

How does your disability restrict your ability to accomplish the essential functions of your job responsibilities?

What type of accommodation(s) do you believe would be effective?

PART II - APPROVAL(S).

Section 1 - Supervisor Approval (To be completed by the **Section 504 / ADA Liaison** ~~ADA Coordinator~~).

I have received your request for an accommodation. ☐ Approved ☐ Need more Review.

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Comments: _____

Supervisor's Signature: _____ Date: _____

Section 2 - Notification of need for additional information (To be completed by the supervisor or Human Resources):

We are continuing to assess your request. To make a County determination, we need the following information:

☐ Medical documentation.

Please inform your doctor of your application for an accommodation and have your doctor send us medical documentation, indicating the limitations placed on your life functions and activities. Information should be returned by the following date _____ to your supervisor or the **Section 504 / ADA Liaison** ADA Coordinator, **Leon County Government** Human Resources Division, 301 South Monroe Street, Tallahassee, Florida 32301.

☐ Other

☐ We require no additional information from you.

Section 3 - Accommodation(s) Granted (Description of Accommodation):

Requestor's Acknowledgment: _____ Date: _____

Requestor's Comments: _____

The County review process includes an evaluation of all relevant information. This may include an interview with you and/or your supervisor. After completion of the review, you will receive a final copy of this form from Human Resources regarding the County's decision. We anticipate that the decision will be made by _____. If you have any questions, please call me at 850-487-2220, Ext. 113. **606-5300**.

Section 504 / ADA Liaison ADA Coordinator's Signature: _____ Date: _____

~~6.00~~



**Leon County, Florida
Community Development Block Grant
(CDBG)**

Housing Assistance Plan

**As Amended by the Leon County Board of County Commissioners,
January 27, 2015 ~~March 11, 2014~~**

LEON COUNTY, FLORIDA - CDBG HOUSING ASSISTANCE PLAN

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I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of the Leon County Community Development Block Grant (CDBG) program and the Florida Department of Economic Opportunity (DEO) Community Development Block Grant FFY 2008 Disaster Recovery Program (CDBG DR) which includes Disaster Recovery Enhancement Funds (DREF). The responsibilities of the Housing Coordinator, the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation including demolition/clearance of a dwelling. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if permanent displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard dwelling units located in the unincorporated areas of Leon County and to bring them up to the HUD Section 8 Minimum Housing Quality Standard (HQS), the Leon County Minimum Housing Code, and the Florida Building Code when applicable. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation, or for demolition and replacement of the existing dwelling when rehabilitation is not feasible. The housing units to be assisted shall be owner occupied. A rental rehabilitation program is not included in this grant except when funds are used in conjunction with CDBG DR projects.

Only very low and low income families or persons are eligible to receive assistance from this program except when funds are used in conjunction with CDBG DR projects, and such CDBG DR projects shall have no income eligibility requirement. Very low and low income families means “lower income families” and “very low-income families” as defined under the Department of Housing and Urban Development (HUD) Section 8 Assisted Housing Program. A lower income family is a household whose annual income does not exceed 80 percent of the median income for the area or does not exceed 80 percent of the median income for the State, whichever is higher, as most recently determined by HUD. A very low-income family is a household whose annual income does not exceed 50 percent of the median income for the area or does not exceed 50 percent of the median income for the State, whichever is higher, as most recently determined by HUD.

Low income persons mean “members of low income families having incomes equal to or less than the Section 8 low-income limit established by HUD.” A *very low-income person* mean “a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Individuals will be considered as one-person families for this purpose.”

For the sake of efficiency, the term “low income” shall hereinafter include “very low income” unless otherwise noted.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the County's Housing Rehabilitation Program are:

1. To encourage the revitalization of low income neighborhoods through a Housing Rehabilitation Program. The Program includes demolition and replacement on site for homes that are deteriorated to the point of being infeasible for rehabilitation.
2. To remove unhealthy or hazardous housing conditions for low income households.
3. To preserve existing housing stock.
4. To enable low income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
5. To reduce utility costs and to improve the comfort of low income families through weatherization aspects of rehabilitation.
6. To improve the property tax base in low income neighborhoods.
7. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.
8. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgment may dictate.
9. To minimize potential negative impacts of program participation on recipients and to limit direct costs encountered because of program participation.
10. To address the unmet needs of affordable rental housing (housing rehabilitation and or replacement) for units affected specifically with weather event related storm damages.

B. Rehabilitation Policies

It is the policy of the County's Rehabilitation Program to:

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.).
2. Treat all participating property owners and contractors fairly, with sensitivity respect for their needs, and in accordance with the program rules.
3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind: 1) that property owners hold the primary responsibility for maintaining their property and personal finances; 2) that contractors are

primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and 3) that any assistance provided must be authorized at the proper level.

4. Assure that no member of the Congress of the United States, the State of Florida Legislature, the Citizen Advisory Task Force or the local governing body or staff who have direct involvement in the Program shall share in proceeds or benefits of CDBG funded activities, unless a waiver has been obtained in accordance with state and federal law.
5. Allow some flexibility in administering the program in order to meet the Program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standard, local codes, and, where applicable, the Florida Building Code. Program rules may be waived by the Leon County Board of County Commissioners when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations.
6. Provide assistance to low and very low income homeowners living in substandard single family housing located in unincorporated Leon County, except when funds are used in conjunction with CDBG DR projects. The County will provide technical and financial assistance as needed to rehabilitate the owner-occupied homes to meet HUD Section 8 Minimum Housing Quality Standards and the Leon County minimum housing code, in compliance with applicable requirements of the Florida Building Code and other local regulations. Mobile homes and other forms of manufactured housing are eligible for assistance, but, no rental or vacant property will be assisted, except when funds are used in conjunction with CDBG DR projects. Other exceptions may be made to provide housing rehabilitation assistance for eligible property owners to reoccupy or occupy houses that are vacant because the dwelling's condition precludes occupancy if:
 - a. The owner has owned the property for at least one year; or if not, then the owner occupied the property with its previous owner, as in the case of a parent and child living together and the child inheriting the home upon the parent's death cannot have incurred any private mortgage indebtedness within the year of application, or if he or she has, then that indebtedness must be subordinated to the SHIP, HOME, or CDBG mortgage;
 - b. The owner does not own other residential property that is or could be occupied by the owner; and
 - c. The owner agrees to abide by the requirement to occupy the rehabilitated house as his/her primary residence for the period of lien securing the rehabilitation funds beginning immediately upon completion of the rehabilitation work.
7. There will be no demolition of homes (other than removal of only a portion of the structure when necessary) and no new construction financed with CDBG funds, unless the demolition and new construction are to replace a dilapidated home that is not feasible for rehabilitation, and the construction occurs on the same property as the original structure that is being replaced.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by the County and in accordance with grant requirements established by the State of Florida and HUD. The County will solicit applications either by placing notices in public areas throughout the County and/or by advertising in publicly circulated publications. The notices or advertisements shall specify the period during which applications will be received, criteria for selection and a ranking/scoring process.

This program is designed for Single Family Owner Occupied housing Units located in unincorporated areas of the County, except when funds are used in conjunction with CDBG DR projects. Rental and/or vacant housing units will not be eligible under this program, except when funds are used in conjunction with CDBG DR projects.

Any violation of local codes on the property being funded, which are not to be addressed with program funding (i.e., nuisance, trash, junk vehicles, etc.) shall be corrected prior to proceeding with development of the work write-up.

A former rehabilitation/replacement recipient cannot be assisted for five years from the date the deferred payment loan is signed, or for the term of the loan, whichever is longer. Applicants that have only received emergency repairs under non-CDBG programs may be eligible and shall be ranked based on criteria listed below.

The County Housing staff will review applications received to make sure they meet the eligibility requirements listed under Section V- Qualifications, except when funds are used in conjunction with CDBG DR projects. Preference will be given to eligible applicants in the order of the selection criteria listed below:

1. Persons whose homes present immediate and serious threats to health and/or safety.
 - a. Very low income applicants.
 - b. Low income applicants.
2. Households who have submitted qualifying documentation and are waiting for assistance,
 - a. Very low income applicants,
 - b. Elderly (age 60 and older), and/or handicapped head of household applicants,
 - c. Households with minor children and/or handicapped members of the household.
3. Very Low Income
 - a. Elderly (age 60 and older), and/or handicapped head of household applicants,

- b. Households with minor children and/or handicapped members of the household,
- c. All other very low-income persons and/or families

4. Low income

- a. Elderly (age 60 and older), and/or handicapped head of household applicants,
- b. Households with minor children and/or handicapped members of the household,
- c. All other low-income persons and/or families.

The County Housing staff shall utilize the above stated criteria to rank the order of the applications received, except when funds are used in conjunction with CDBG DR projects. However, the ranking may be altered in order to meet budget and time constraints (such as skipping an applicant who needs home replacement when time and funds are insufficient to provide that level of assistance) or to meet very low income assistance percentage requirements, or to maximize opportunities to leverage other funds. Geographic distribution, race, gender, religion, color, or familial status will not be used as priority factors.

D. Removal of Units from Program

The County Housing staff may remove a housing unit from the program for a change in household income, approved selection criteria, lack of funding, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

E. Affordable Rental Housing

Affordable Rental Housing is exclusively implemented in conjunction with CDBG DR housing rehabilitation and housing replacement projects. This program is designed to assist affordable renters by providing property owners of rental units the financial assistance needed to bring affordable rental property to a sufficient and adequate standard per local building code, and safety, health, and insurability condition. All rental housing properties shall currently have unmet needs from storm damages obtained during a weather event. Third party, documented, and verifiable proof of event must be presented before financial assistance can be awarded. Examples of third party sources of event proof are, but not limited to, FEMA, Red Cross, 911, Insurance Company, a government entity, or other entity of similar standing in the community. As an alternative to third-party proof, satellite weather imagery, GIS natural features inventory flood extrapolation mapping and picture may suffice to determine event occurrence on a case by case basis.

III. CONFLICT OF INTEREST

Leon County's Conflict of Interest Policy is pursuant to 24 C.F.R. Section 570.489 and Chapter 112.311.3143 Florida Statutes which includes but is not limited to the following:

Adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the local governing body, the Citizen Advisory Task Force Committee, Housing Staff, and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed. In addition, the local governing body and the Citizen Advisory Task Force Committee (CATF) members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. All beneficiaries must be listed by name in the minutes of the CATF and commission meetings so that previously unknown conflicts may be surfaced. The list of beneficiaries must be given to the Board of County Commissioners prior to the doing the work write-up. If a conflict of interest exists, those conflicts will be made public along with the final rankings based upon the criteria outlined in this plan.

Any conflict will be dealt with locally by the Leon County Board of County Commissioners. Conflict of Interest waivers will be requested of those conflicts when appropriate. Before an applicant with a potential or real conflict is given final approval for participation, the Department of Community Affairs must approve the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed, the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans (DPL), the amount of which shall include the accepted bid amount, contingency reserve, and various other associated costs (i.e., a title search, septic pump-out, County inspections, recording fees, etc).

A. Deferred Payment Loans (DPL)

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits, except when funds are used in conjunction with CDBG DR projects. The Deferred Payment Loan (DPL) involves a 0% interest security instrument (lien) requiring repayment of the loan only if the homeowner does any of the following default activity within the period of the loan agreement: (1) sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) no longer occupies the unit as his/her principal residence; (3) dies, or if a married couple, the survivor dies; or (4) refinances an existing mortgage on the home except when refinancing only to obtain more favorable terms without increasing the amount of debt above the mortgage balance due at the time of refinancing. If none of these events occurs within the period of the County's deferred payment loan, then no repayment is required and the loan will be satisfied. If one of these events occurs within the term of the loan, the loan balance shall be due to the

County according to the loan repayment schedule.

The maximum CDBG DPL for an owner-occupied single-family dwelling is \$50,000, except when funds are used in conjunction with CDBG DR projects.

The term of the loan varies according to the amount of the loan. Loan terms are as follows:

\$0 - \$10,000.00, five years,
\$10,000.01 - \$20,000.00 ten years
\$20,000.01 and above, twenty years,

There is no interest charged on loans associated with financial assistance governed by this document.

1. Recapture payments for a five (5) year loan shall be in accordance with the following schedule:
 - a. If during the first year, One Hundred Percent (100%) of the loan amount.
 - b. If during the second year, Eighty Percent (80%) of the loan amount.
 - c. If during the third year, Sixty Percent (60%) of the loan amount.
 - d. If during the fourth year, Forty Percent (40%) of the loan amount.
 - c. If during the fifth year, Twenty Percent (20%) of the loan amount.
 - d. After the end of the fifth year following the date of the loan agreement there shall be no recapture by the County, as the loan is forgiven.
2. For ten year loans, recapture payments for a ten (10) year loan shall be in accordance with the following schedule:
 - a. If during the first year, one hundred percent (100%) of the loan amount,
 - b. If during the second year, ninety percent (90%) of the loan amount,
 - c. If during the third year, eighty percent (80%) of the loan amount,
 - d. If during the fourth year, seventy percent (70%) of the loan amount,
 - e. If during the fifth year, sixty percent (60%) of the loan amount,
 - f. If during the sixth year, fifty percent (50%) of the loan amount,
 - g. If during the seventh year, forty percent (40%) of the loan amount,
 - h. If during the eighth year, thirty percent (30%) of the loan amount,
 - i. If during the ninth year, twenty percent (20%) of the loan amount,
 - j. If during the tenth year, ten percent (10%) of the loan amount,
 - k. After the tenth year following the date of the loan agreement, no recapture of the loan amount, as the loan is forgiven.
3. Recapture payments for twenty (20) year loans shall be
 - a. If during the first year, one hundred percent (100%) of the loan amount,
 - b. If during the second year, ninety five percent (95%) of the loan amount,
 - c. If during the third year, ninety percent (90%) of the loan amount,
 - a. If during the fourth year, eighty five percent (85%) of the loan amount,
 - b. If during the fifth year, eighty percent (80%) of the loan amount,

- c. If during the sixth year, seventy five percent (75% of the loan amount,
- d. If during the seventh year, seventy percent (70%) of the loan amount,
- e. If during the eighth year, sixty five percent (65%) of the loan amount,
- f. If during the ninth year, sixty percent (60%) of the loan amount,
- g. If during the tenth year, fifty five percent (55%) of the loan amount,
- h. If during the eleventh year, fifty percent (50%) of the loan amount,
- i. If during the twelfth year, forty five percent (45%) of the loan amount,
- j. If during the thirteenth year, forty percent (40%) of the loan amount,
- k. If during the fourteenth year, thirty five percent (35%) of the loan amount,
- l. If during the fifteenth year, thirty percent (30%) of the loan amount,
- m. If during the sixteenth year, twenty five percent (25% of the loan amount,
- n. If during the seventeenth year, twenty percent (20%) of the loan amount,
- o. If during the eighteenth year, fifteen percent (15%) of the loan amount,
- p. If during the nineteenth year, ten percent (10%) of the loan amount,
- q. If during the twentieth year, five percent (5%) of the loan amount,
- r. If after the twentieth year following the date of the loan agreement, no recapture of the loan amount, as the loan is forgiven.

If repayment of the DPL becomes necessary, the principle balance according to the term of the loan will be due in full within thirty (30) days. If the owner is unable to make such payment, the Board of County Commissioners may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

B. Rental Rehabilitation

Rental units are not included in the CDBG program, except when funds are used in conjunction with CDBG DR projects.

C. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. Correcting local housing code, Florida Building Code and Section 8 Housing Quality Standard (HQS) violations;
2. Providing cost effective energy conserving features;
3. Making the dwelling accessible to handicapped and elderly occupants as necessary; and
4. Correcting health and/or safety violations that may be present, including repair or replacement of inadequate or malfunctioning water supply or sewage disposal facilities, replacement of dilapidated or malfunctioning stoves or refrigerators and removal of lead-based paint hazards;

New construction (adding a room, closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding, provide space for wheelchair accessibility, or to provide bathroom, necessary storage, or laundry facilities. General property

improvements are eligible for program funds when necessary to obtain an adequate level of utility, to decrease high maintenance costs, or preserve a minimal amount of aesthetic integrity. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in a room layout, replacement of unsightly floor covering, and enclosure of a porch for use as utility room or bathroom where the dwelling does not have adequate interior space.

Any property improvements that are not covered in the County-approved construction contract or by change order must be contracted separately and paid for by the property owner. Any construction not covered in the construction contract or by change order will not be inspected by the Housing Rehabilitation Specialist.

V. OWNER QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met, except when funds are used in conjunction with CDBG DR projects:

1. Total household income must not exceed the low-income limits set for the HUD Section 8 program at the time assistance is provided.
2. The owner must possess and provide proof of ownership to the property, although it may be jointly owned and the property may be mortgaged. Presumptive title for initial screening is normally evidenced by warranty deed, probated estate or divorce settlement documents which are recorded in public records. Ownership through life estate or trust is also considered acceptable for program participation in the rehabilitation category, but not for demolition and replacement. Proof of ownership will be verified by an Ownership and Encumbrance (O&E) report. Obtaining proof of clear title is an owner responsibility and eligible project expense.
3. The owner must reside in the dwelling to be rehabilitated at the time application for assistance is provided unless a waiver is granted (Section II, B.6). Both ownership and occupancy must have been in effect for a period of one year prior to application. If there is any doubt about the length of residency in the home, the applicant may be required to provide proof such as utility bills for the address in the owner's name, driver's license issued one year prior showing the address, or other similar evidence.
4. Property tax and mortgage payments must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
5. The property must be fully insured for flood insurance at the time housing repairs are made by the program, if the home is in the 100 year flood plain. The applicant is required to maintain the flood insurance for the duration of the DPL. The County may place a special assessment lien on the property to cover the County's cost of continuing insurance if the owner defaults on the requirements.

6. All applicants that may have a business or familial relationship with a member of the local governing body, the Citizen Advisory Task Force Committee, Housing Services Specialist, Housing Rehabilitation Specialist, Housing Coordinator or other Housing staff or Division Director and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed.

B. Household Income

Household annual income is a combination of the gross amounts, before any deductions of earned income and unearned asset income of all household members, except when funds are used in conjunction with CDBG DR projects, and such CDBG DR projects shall have no income eligibility requirement. Annual income is income *anticipated* to be received in the 12-month period following initial determination of eligibility or reexamination of income. In determining annual income, Leon County will utilize 24 CFR, Section 5.609 which defines annual incomes as all amounts, monetary or not, which:

1. Are received by or paid on behalf of the family head or spouse, even if temporarily absent from the unit, or to any other family member; and/or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date;
3. Are derived (during the 12-month period) from assets to which any member of the family has access; and
4. Are not specifically excluded

VI. STRUCTURAL REQUIREMENTS

A. General:

In addition to owner eligibility requirements, a house is eligible for rehabilitation if it is:

1. Below Section 8 Minimum Housing Quality Standards or local housing codes; and
2. Feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
 - a. Correct all violations of the local housing code and Section 8 standards;
 - b. Eliminate lead-based paint hazards (Lead-based paint mitigation will be used in any rehabilitation for structures built prior to 1978 that will be assisted by the program in accordance with current Federal Regulations. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures);

- c. Meet applicable local zoning requirements, as well as local state and federal housing code requirements for rehabilitation work or general housing use requirements. Certain housing conditions that are not repair oriented will require the homeowner to make code improvements prior to participation in the program (i.e., nuisance, trash, environmental or health codes);
- d. Leave at least 50% of the original structure based upon the formula provided in this chapter;
- e. Not exceed the program costs noted in this chapter; and
- f. Be made accessible to handicapped/elderly occupants, when the unit is occupied by such.
- g. Be submitted to the Bureau of Historic Preservation for determination of historical significance if the unit was constructed more than 50 years prior to approval of eligibility. If it is possible that the unit is of historical significance, the cost feasibility of appropriate rehabilitation must be considered. If the Division anticipates that the cost may be within the program limits, original photographs and other information will be submitted to the Florida Department of State for a determination of historic significance and applicability of Secretary of the Interior Standards. If the home is ultimately approved, the Department of State must issue approval for the contract.
- h. Be a mobile or manufactured home affixed to a permanent foundation.

B. Structural Integrity

Rehabilitation requires that at least 50% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls, electrical and plumbing - 60%, and flooring system -20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced and 25% of the flooring system (including framing) must be replaced. The factors are then ratio based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls, electrical and plumbing equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or total of 45% of the structure. This leaves 55% of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist and will be considered in submission of the unit in the grant application. Should significant

deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be reevaluated for continued eligibility and a decision made whether to request a change from rehabilitation to demolition and replacement in accordance with current CDBG program rules and availability of additional funding.

C. Cost Feasibility

The following total cost limits are applicable to all rehabilitation funded by CDBG, even if funds from other programs are contributed. The limits may be exceeded for demolition and replacement costs if the excess costs are paid by non-CDBG sources.

- \$75,000 per single family-detached house replacement
- \$50,000 per single family-detached house rehabilitation
- \$10,000 per single-wide mobile/manufactured house constructed in 1995 or earlier, or \$15,000 if constructed after 1995
- \$15,000 per double-wide mobile/manufactured house constructed in 1995 or earlier, or \$25,000 if constructed after 1995

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed \$50 per square foot.

In order to provide consistency between the CDBG and SHIP programs, the CDBG cost limits include all direct costs associated with the rehabilitation or demolition and replacement. Examples include title search, survey, soil test, construction contract costs (including change orders), demolition and clearance, septic or public wastewater service, well or public water supply, and recording fees.

D. Suitability for Replacement

If the dwelling is not feasible for rehabilitation based upon the structural condition, or upon anticipated total cost or cost per square foot for rehabilitation, the dwelling will be considered for demolition and replacement if time and funds (both CDBG and other) are currently available. Eligibility for replacement requires, in addition to the normal requirements for rehabilitation, that the home be currently owned by the occupant (not a life estate or trust), except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects, and that the land meet applicable local requirements for new single family home construction. Examples of applicable local requirements include adequate size of the lot, legal access to the property, compliance with environmental regulations, suitable zoning, and availability of public utilities. If the land is located in a 100 year floodplain or has experienced flooding in the past, special approval of the replacement must be granted by the Board of County Commissioners.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether they are eligible for a 100% Deferred Payment Loan (DPL). A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Coordinator or Housing Director will reject the application. A written rejection notification will be sent to the owner within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for the program participation, the application/verification process continues. A work write-up with a cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made at this point to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

The bidding process shall follow the County's procurement policy, **or** the Division may elect to apply the following variation of policy:

1. All appropriately licensed contractors in Leon County may be notified that the County is implementing a housing rehabilitation program and soliciting qualified contractors. The County will conduct a contractor orientation meeting at which time the contractors will be briefed on the program in areas which involve construction (bidding, payment, federal requirements, inspections, etc.).
2. Homeowners will be shown the list of bidders for their contracts. If a homeowner has a serious objection to the potential of a particular contractor being awarded his/her contract, the Division of Health and Human Services may authorize the contractor to be removed from the list of bidders for that contract. However, the homeowner's objection may not be based upon factors of race, color, sex, religion, national origin, familial status, disability or age.
3. In lieu of formal advertising, a letter of invitation to bid will be mailed to the eligible bidders as currently listed, pursuant to County procedures.
4. Appeals of any decision regarding bidding or eligibility shall be made in writing and received by the Purchasing Director within three days of the contested decision. All bid protest issues shall follow the Protest Procedures in the Leon County Purchasing Policy. Vendor eligibility appeals shall be forwarded to the Procurement Appeals Board.

C. Contracting and Rehabilitation

The rehabilitation/replacement contract (Appendix C), which is executed between the homeowner and the contractor, and the DPL, which is executed between the homeowner and the Board of County Commissioners runs simultaneously with a three (3) day rescission period for both legal agreements. The DPL will be modified if needed to include any cost overruns at the completion of the contract.

Partial draws to the contractors, and other expenses associated with each application will be drawn from the County's general revenue fund. The County will issue a request for funds to DCA for repayment to the General Fund monthly or otherwise as appropriate.

The security instrument (mortgage and/or Agreement) and Notice of Commencement are recorded immediately. The costs associated with recording of the Agreement are included in the DPL.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 30-60 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by the local building inspector and the Housing Rehabilitation Specialist through the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection of the completed work must be conducted by the Housing Rehabilitation Specialist or the Housing Services Specialist and approved by the Housing Coordinator or Division Director prior to the contractor's request for partial or final payment. The owner's approval of the work is also required when payment is requested.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the Housing Coordinator or Division Director on behalf of the elected body. Change orders may be issued to correct code deficiencies or to obtain any other required change in the work. Any Change orders that cumulatively exceed \$1,000 of the original contract amount shall only be paid with CDBG funds if those changes are to correct documented code violations or that are necessary in order to meet building code requirements.

F. Payment

Contracts of \$10,000 or less will not be paid until the contractor has completed the job and obtained a certificate of completion. Contracts of \$10,000 or more may provide one partial payment of 50% upon completion of 50% or more of the work with a 10% retainage held until completion.

1. The approval of a partial payment requires the following documentation:
 - a. Approval of the work by the homeowner;
 - b. Inspection and agreement by program staff;
 - c. An affidavit from the contractor stating that either (a) there are no claims for unpaid goods and services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their work up to the date of the request; or (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request; and
 - d. Approval of all work to date by the County building inspection staff, Health Department or public utility or regulatory agency, if applicable.
2. Final payment approval requires the following:
 - a. Acceptance of all work, including clean up, by the property owner and the Division (normally by the Rehabilitation Specialist);
 - b. Submission of all manufacturers' and other warranties, including a full one year warranty from the contractor;
 - c. Final waivers of liens from all subcontractors and suppliers, all parties who were unpaid when the contractor received partial payment and from any other party supplying notice;
 - d. A certificate of occupancy or completion or final approval from the building inspector, Health Department and other entities as applicable, to show compliance of the rehabilitation/replacement with the locally adopted and other applicable codes; and
 - e. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials.

If the owner refuses to authorize payment due to a dispute with the contractor, the Housing and Human Services Director or his/her designee may authorize disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with the policies and goals of the program. Such disbursement shall only be issued after the Housing and Human Services Director has reviewed the facts and circumstances

involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be kept in the homeowner's file. The owner's right to stop work, the settlement of disputes and the termination of the contract shall be as authorized in the contract for rehabilitation.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor in writing and provide a copy to the Housing program staff of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Housing Coordinator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within five working days and in a satisfactory manner, the Housing Coordinator will verify the complaint.

If the Housing Coordinator judges the complaint to be valid, he or she will send written request for warranty service to the contractor. The contractor will then take action and such action shall be monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints in a timely manner shall be justification for removing a contractor from participation with the program.

VIII. ANTI-DISPLACEMENT AND RELOCATION POLICY

A. Displacement Avoidance Policy

LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) and/or other federal funding will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. Leon County will also provide information to and keep citizens involved in the process regarding pending land use changes, zoning and rezoning actions that threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or business.

However, "voluntary" relocation (temporary or permanent) may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the

building). Such benefits shall be identified and requested by the displaced. Voluntary relocation may also occur when a property owner voluntarily offer his home or business property for sale to Leon County. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will govern actions of the Leon County and/or its representative. 24 C.F.R. Part 570 is a governing document on displacement and is incorporated by reference. 49 C.F.R. Part 24 provides Uniform Relocation Act information and is incorporated by reference. As pertains to Leon County Tenant Assistance, Relocation and Real Property Acquisition Plan, the U.S. Department of Housing and Urban Development Handbook #1378, shall be adopted in its entirety as a part of this policy as amended.

- B. Definitions of “Standard” and “Non-Standard Suitable for Rehabilitation” Dwelling Unit Condition. In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and /or relocation as defined in 24 C.F.R. Part 570 and 49 C.F.R. Part 24.

1. Standard Condition

A dwelling unit is considered “standard” if it has no major defects or only slight defects which are correctable through the course of regular maintenance. It must be in total compliance with applicable county housing and occupancy codes; be structurally sound, watertight, and in good repair; be adequate in size with respect to number of rooms and area of living space and contain the following:

- a. A safe electrical wiring system adequate for lighting and other normal electrical devices.
- b. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall, all in good working order and properly connected.
- c. An appropriate, sanitary and approved source of hot and cold potable water.
- d. An appropriate, sanitary and approved sewage drainage system.
- e. A fully usable sink in the kitchen, attached to a potable water sources.
- f. Adequate space and service connections for a stove and a refrigerator.
- g. An unobstructed egress to a safe, open area at ground level.
- h. Contain a heating system capable of sustaining a healthful temperature.
- i. Have no barriers which would preclude ingress or egress if the occupant is handicapped.
- j. Meet the Section 8 Housing Quality Standards.

- k. Comply with the lead-based paint requirements of 24 C.F.R. Part 35.
- l. Meet or exceed the requirement of the local existing Housing Code.
- m. Any appliances replaced or installed shall be Energy Star.
- n. Any door and/or window replaced or installed shall be Energy Star.
- o. Any lighting fixture replaced or installed shall be Energy Star.
- p. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls.
- q. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

Failure to meet any of these criteria automatically causes a dwelling to not be considered “standard”.

C. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, does not comply with the adopted existing housing code, has minor defects which require a certain amount of correction but can still provide safe and adequate shelter, does not meet the HUD Section 8 Housing Quality Standards, or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a trained housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up. If these costs are equal to or less than 75% of the fair market value of a comparable unit in standard condition as obtained from more than one licensed contractor, the dwelling will be considered suitable for rehabilitation. If the predicted cost exceeds 75% of fair market value after completion of the rehabilitation, the unit will be deemed unsuitable.

However, Leon County may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case by case basis by vote of the Commission. Each deviation so approved must be thoroughly documented.

D. Permanent, Involuntary Displacement

Leon County will provide reasonable relocation assistance to persons (families, individuals, businesses and nonprofit organizations) displaced (moved permanently and

involuntarily) *as a result of the use of CDBG/federal assistance to acquire, demolish or substantially rehabilitate property.* Assistance to displaced persons may include:

a) Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies.

The documents shall be submitted prior to the disbursement of payment; b) Advisory services necessary to help in relocating; and c) Financial assistance sufficient to enable the displaced person to lease and occupy a suitable, decent, safe and sanitary replacement dwelling where the cost of rent and utilities does not exceed 30 percent of the household gross income for families earning less than or equal to 80 percent of the median income for the jurisdiction.

2. Provisions for One-for-One Replacement

Leon County will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 C.F.R. Part 570. Replacement low/moderate-income units may include new public housing or existing housing receiving Section 8 project based-assistance. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

- a. The units will be located within Leon County.
- b. The units will meet all applicable Leon County housing, building, and zoning ordinances and will be in standard or better condition.
- c. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only). Low-income dwelling status is determined by the rent it will command, not tenant income
- d. The units will be sufficient in size and number (functionally equivalent based on local occupancy code) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

3. Before obligating or expending CDBG/federal funds that will directly result in such demolition or conversion, Leon County will make public and submit to the Florida Department of Economic Opportunity and/or the U.S. Department of Housing and Urban Development the following information in writing:

- a. A description of the proposed assisted activity.
- b. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units.

- c. A time schedule for commencement and completion of the demolition or conversion.
- d. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.
- e. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement dwelling unit.
- f. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
- g. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

E. Provisions for Relocation Assistance for Residential Displacement

Leon County will provide relocation assistance, as described in 24 C.F.R. Part 570, Part 42, to each low/moderate-income household permanently and involuntarily displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of CDBG/federally assisted activities. Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance.
2. Advisory services.
3. Reimbursement for reasonable and necessary security deposits and credit checks.
4. Interim living costs for any required temporary relocation.
5. Replacement housing assistance which may include a Section 8 housing voucher/certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

F. Provisions for Non-Residential Relocation

Businesses, non-profit organizations, etc., shall not be relocated unless the move is voluntary, essential to the project from the public review, and the owner waives higher rights under the Uniform Act, except for the following relocation assistance.

49 CFR 24.207(f) prohibits an agency from proposing or requesting that a displaced person waive his or her rights or entitlements to relocation assistance and benefits provided by the Uniform Act. Note – assuming voluntary acquisition procedures are followed (in accordance with 49 CFR 24.101(b)), only renters would qualify for relocation assistance, not owners.

1. Actual moving and reasonable re-establishment expenses not less than \$500.00 nor more than \$ 1,000.00 equal to a pro rata share for the period to interruption of operations of the annual net earnings. Average annual net earnings are one half of the entity's net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced. This does not meet the requirements of 49 CFR 24.301-304. If this is intended to reflect optional relocation assistance (not otherwise required under URA), that fact should be clearly identified.
2. No other benefits will be provided and a signed waiver acknowledging the fact will be required. See above

G. Optional Relocation Assistance for Temporary, Voluntary Displacement and Relocation

1. Persons occupying Owner occupants of housing which is to be rehabilitated using CDBG/federal funds must voluntarily agree to inclusion in the program and shall temporarily vacate the housing at the direction of the County (or its designed agency) in order to facilitate the safe, timely and economical rehabilitation process.
2. A moving allowance of \$500.00 will be provided each family unit being displaced. This allowance will be provided in two payments of \$250.00 each on move out and move back in. These benefits are appropriate for owners, but renters would qualify for greater benefits under the Uniform Act.
3. Leon County may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. The unit shall be available free of charge as temporary relocation housing. The unit shall be available free of charge to temporarily displaced households for the time period authorized by Leon County or its designated agency, generally for the period of rehabilitation construction. Households who occupy the unit shall have a \$75 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean undamaged condition. The deposit refund shall be denied in full or in part for payment of damages to the owner/lessee due to the occupants, (a) failure to properly clean or maintain the unit, (b) physical damage to the unit, (c) loss of keys to the units, or (d) need for any special condition such as fumigation. A \$25 per day penalty may also be assessed for the household's failure to properly vacate the relocation unit when directed to do so by Leon County or its designated agency.
4. A storage allowance of up to \$300.00 will be provided each family unit displaced if storage is necessary and essential to the move.

5. Insurance cost of up to \$100.00 for the replacement value of the household property in connection with the move will be provided each family unit displaced if storage is necessary and essential to the move.

H. Permanent, Voluntary Displacement and Relocation

If it is determined by Leon County that the occupants of a dwelling should be permanently relocated and the occupants voluntarily consent, the County will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to increases in monthly housing costs incurred by the occupant in the amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 C.F.R. Part 570, must be consulted to determine specific limitations. Payment of relocation benefits for housing assistance will be spread over 60 months (or 42 months for non-LMI relocates).

I. Tenant Assistance Policy/federal Rental Rehabilitation Program

1. It is not the local government's policy to displace families in rental units. Participating landlords will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria. Rehabilitation funds will not be used to rehabilitate the rental units if the rehabilitation will cause permanent displacement of LMI families.
2. If it becomes necessary for an owner to temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owners will assure that the tenant is offered in writing a suitable decent, safe and sanitary dwelling unit for the displacement period, offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary location, and given the right to return to the project under reasonable terms and conditions (including rents that do not exceed the greater of the tenant's previous rent or total tenant payment as determined under 24 CFR Part 5), at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant in writing a decent, safe, sanitary and affordable unit in the project under reasonable terms and conditions (including affordable rent) and the tenant has declined the offer.
3. Should temporary displacement become necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.
4. Leon County shall provide federal preference to any qualified LMI family subject to relocation.
5. Where required, compensation to obtain replacement housing shall not exceed a \$1,000.00 threshold. Should such projected compensation to the tenants exceed this

threshold, consideration shall be given to not performing the acquisition, demolition or rehabilitation which would cause the displacement.

J. Displacement of Homeowners

When rehabilitation of the dwelling is not feasible or cost effective, demolition of a house with CDBG/federal funds may be considered only as a voluntary action of a homeowner.

Although homeowners have a right to assistance as previously discussed, CDBG/federal funds available for relocation assistance are limited. Therefore, financial assistance shall not exceed that described in accordance with 49 C.F.R. 24.401, and the regulations under U.S. HUD Handbook 1378. Note: homeowners undergoing rehabilitation or demolition do not qualify as displaced and are not eligible for relocation assistance under URA (see 49 CFR 24.2(a)(9)(ii)(E)), but could be offered optional relocation assistance under 24 CFR 570.606(d).

VIII. Appeals/Counseling

- A. If a claim for assistance is denied by Leon County, the claimant may appeal, where applicable to either the State of Florida or U.S. Department of Housing and Urban Development and their decision shall be final unless a court determines the decision arbitrary and capricious. The displacing agency is required to have a policy for accepting appeals and to promptly review appeals (see 49 CFR 24.10). In addition, low-to-moderate income persons may appeal agency determinations to HUD in accordance with 24 CFR 570.606(f).
- B. Counseling will be provided to the displaced in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by Leon County or its designated agency to permanently ensure that:
 - 1. No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.
 - 2. The displaced shall receive information concerning the full range of housing opportunities within the local housing market.

IX. CONTRACTOR ELIGIBILITY

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the State of Florida Contractor Licensing Board.

A. Basic contractor qualifications include:

- 1. Current license(s) with the State and County;
- 2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;

3. Insurance: \$100,000/\$300,000 coverage for contractor's public liability (including accidental death and bodily injury), or \$300,000 comprehensive coverage and \$100,000 coverage of property damage (in addition to bodily injury), with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Administrator before discontinuing coverage. Workman's Compensation, as applicable, is also required;
4. Satisfactory credit record, including:
 - a. references from two (2) suppliers who have done business with the contractor involving credit purchases; and
 - b. references from three (3) subcontractors who have subcontracted with the contractor; and
 - c. the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
 - d. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
 - e. Absence from any list of debarred contractors issued by the Federal or state DOL, HUD or DEO;

The Purchasing Director, or his/her designee, will assure that credit and past performance of the contractor are satisfactory based upon readily available information, and reserves the right to check any reliable source in establishing such determination.

The Purchasing Director or his /her designee will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor. The contractor must submit a Section 3 Plan along with other documentation required.

No contractor will be awarded more than one bid unless and until he or she has satisfactorily completed one contract with the current housing rehabilitation program, or unless the County has adequate evidence from a similar situation to verify the contractor's abilities to satisfactorily complete and finance multiple rehabilitation projects on schedule. An exception to this may be made in the initial bid package if an insufficient number of contractors participate in the bidding, but the Division shall withhold the notice to proceed on the contracts as applicable.

No contractor may have more than five contracts at one time.

If a contractor's performance on a current or recent contract is unsatisfactory (such as poor quality work, nonpayment of bills for labor or materials, behind schedule, abusive to owner/staff), the Division shall withhold some or all contract awards as the Division may deem appropriate to the situation. The Division may also debar the contractor from program participation if determined appropriate, which may be appealed to the Purchasing Director.

No contractor may participate in the program if included in a local, state or federal list of debarred contractors which would be applicable to the program, or if the contractor fails to meet any eligibility criteria such as federal equal opportunity compliance, insurance, or licensing.

B. Disqualification

Contractors may be prohibited or removed from program participation for:

1. Poor workmanship, or use of inferior materials;
2. Evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
3. Failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
4. Failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
5. Disregarding contractual obligations or program procedures;
6. Loss of license(s), insurance or bonding;
7. Lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;
8. Abandonment of a job;
9. Failure to complete work in a timely manner;
10. Inability or failure to direct the work in a competent and independent manner;
11. Failure to honor warranties;
12. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DCA or other state agencies with jurisdiction;
13. Other just cause that would expose the Program or owner to unacceptable risk;
14. At the contractor's request.

For procedures of disqualifications contractor, see Section 15 (Authorization to Debar or Suspend Vendors) of the County's Purchasing Policy.

XI. APPEALS/COMPLAINTS

The Housing Services Specialist and the Housing Coordinator are authorized by the County to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Coordinator or the Division Director. For a complaint to be considered valid, it must be issued in writing within a period of 30 days of its occurrence. Responses also must be issued in writing.

If the complainant is not satisfied with the Housing Coordinator/Division Director's response, the issue must be presented in writing to the CDBG Citizen Advisory Task Force (CATF). If the complaint cannot be resolved by the CATF, the County's governing body will review the grievance and make a decision based upon program regulation, local policies, and availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Community Affairs.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Coordinator during the CDBG period of agreement. After the expiration of the agreement between the County and the State, the monitoring will be performed by the governing body.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation or returned to the Department of Community Affairs, as directed by DCA. Payments received after the grant close out will be returned to the Department of Community Affairs.

XIV. RECORD KEEPING FOR CASE FILES AND CLOSEOUT

- A. Leon County shall document the completion of construction by ensuring that each housing unit case file shall contain the following information:
 - 1. A statement from the contractor that all items on the initial work write-up as modified through change orders have been completed;
 - 2. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
 - 3. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal;

4. This documentation shall be completed prior to the submission of the administrative closeout package; and
5. Data will be provided by housing unit and summarized for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.).

B. Rental Rehabilitations

For all rental rehabilitations, the Count shall document the following:

1. A lease shall be created, if property is currently vacated, or amended if currently occupied, stipulating rent restriction increase or maximum, during the length of the Leon County lien (mortgage and note), according to the amount provided in the prevailing HUD median rent rate tables latest publication. Program participants agree to comply per execution of home owner/county agreement for housing rehabilitation. The process shall be as follows:
 - a. Property Owner will provide copy of current lease agreement on project property if currently occupied, and on future lease agreement if currently not-occupied to Leon County Division of Housing Services.
 - b. Property Owner shall provide a copy of the latest Publication of the HUD Rental Rate Table for Metropolitan Statistical Area Leon County denoting rent amount compliance.
 - c. Property Owner shall provide a lease amendment to tenant detailing leasehold agreement for the duration of the lien between the Property Owner and Leon County.
 - d. The Property Owner shall submit, bi-annually, a valid copy of the current lease agreement on the project property to the Housing Services Division at 918 Railroad Avenue, Tallahassee, Florida 32310, or current office at that time, for the duration of the lien.
 - e. The above documentation shall be maintained in the client file;

C. Additional Information

1. Addresses of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
2. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
3. The number of occupants in the household, categorized by sex; and
4. ~~The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, Hasidic Jew, or American Indian/Alaskan Native).~~ **shall be denoted by Head of Household.**

Approved by the Leon County Board of County Commission on the 27⁹th day of January
~~December~~, 2014 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley ~~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

CITIZEN COMPLAINT POLICY

It is a policy of the U.S Department of Housing and Urban Development (HUD), the Florida Department of Economic Opportunity (DEO) and Leon County to provide a means by which persons may file complaints of substandard workmanship and complaints of discrimination in housing and/or HUD assisted contracts. Therefore, it is the policy of Leon County to enforce nondiscrimination practices in program policy, procedure or performance and to assure quality workmanship.

1. Any person that feels that he/she has been discriminated against because of **age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, sexual orientation, or genetic information**~~race, color, religion, sex, national origin, age or physical handicap, sexual orientation~~, or has a complaint concerning quality of workmanship should contact the Housing Administrator in the Office of Human Services and Community Partnerships.
2. All complaints should be filed within thirty (30) days of the alleged unlawful practice.
3. Upon receipt of the complaint, notice of same will be served in writing by certified mail, return receipt requested, upon the individual(s) and/or company against whom the complaint has been filed.
4. A fair and impartial investigation will be conducted by the appropriate party and within **fifteen (15)** ~~45~~ working days a written report of findings and determinations will be rendered. Proper notification of findings will be served upon the complainant and the respondent by certified mail.
5. Within ten (10) working days after the service of said findings and determinations, either party may request a hearing if they are not satisfied.
6. When a hearing is requested by either party, the appropriate hearing officer, appointed by the County Administrator, will conduct the hearing in accordance with applicable laws, procedures and regulations.
7. Within ten (10) working days after the hearing, a decision will be rendered by the hearing officer and all necessary parties notified of the determination.
8. The determination of the appropriate hearing officer will be submitted to the CDBG Advisory Task Force for final determination, said council having the authority to uphold, rescind or reverse a previous determination.

9. An appeal of the local determination/decision can be filed by either party with the Leon County Board of County Commissioners no later than one hundred eighty (180) days after the occurrence of the alleged unlawful practice.
10. Any person who feels that he/she has been discriminated against as referenced in item number one has the option of taking the case before the Grievance Committee, as established by the CDBG Advisory Task Force. The Grievance Committee will make a recommendation to the Advisory Task Force.
11. Nothing in the aforementioned procedures shall prohibit a person from filing a complaint directly with the Florida Department of Economic Opportunity, CDBG Division.

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

September 16, 2014

Certified Mail – Return Receipt Requested

The Honorable Kristin Dozier
Chairman, Leon County Board
of County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301

Re: Transmittal of Executed Subgrant Agreement
Small Cities Community Development Block Grant (CDBG) Program
Contract Number: 15DB-OJ-02-47-01-H 14

Dear Chairman Dozier:

We are pleased to return the County's executed CDBG Subgrant Agreement with the Department of Economic Opportunity (DEO). The contract must be retained as part of the official CDBG file and made available for public review upon request. Please note the following:

- The FFY 2013 Subgrant Agreement includes many changes from previous years, including new Attachments H and I and revised language in Attachments F and J. Please make sure that everyone working on the project has reviewed to contract language.
- **Do not incur or obligate more than \$5,000 in expenses until the County has completed an environmental review of the project and received a release of funds notice from the Department.** The County may incur up to \$5,000 in administrative costs to cover the environmental review and other start-up activities.
- The County's contract contains performance-related conditions (Attachment F) that must be met before funds for construction may be drawn. Program Condition 1 lists activities that must be completed within 180 days award date. Program Condition 9 is new and requires Recipients to submit their construction procurement documents to the Department for desk monitoring and approval prior to awarding the construction contract. Program Condition 10 is new and requires Recipients to provide documentation with all Requests for Funds that include reimbursement of construction costs. Please review the contract and begin the process of meeting applicable program, category and special conditions.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

The Honorable Kristin Dozier
September 16, 2014
Page 2 of 2

- The Subgrant Agreement also contains important information on reports and forms that must be submitted periodically. (See Attachment C.) A user ID and password will be assigned to each employee authorized to access eCDBG on Attachment J. All Requests for Funds, Minority Business Enterprise (MBE) reports and Section 3 reports must be submitted through eCDBG. The Quarterly Status Report and Closeout forms are accessed through the Small Cities CDBG web page.
- The Department cannot process a payment request for less than \$5,000 unless it is the final Request for Funds being submitted before closeout.

We look forward to working with the County and will provide technical assistance upon request. If you have questions about your subgrant, please contact Debbie Dedman, Government Operations Consultant II, at (850) 717-8419 or at Debbie.Dedman@deo.myflorida.com.

Sincerely,



Roger J. Doherty, CLEP
Planning Manager
Small Cities CDBG Program

RJD/dd

Enclosures

cc: Vincent S. Long, County Administrator, Leon County
Lamarr Kemp, Housing Services Director, Leon County
Candice Wilson, Human Services, Leon County
Don Lanham, County Grants Coordinator, Leon County

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

Contract Number: 15DB-OJ-02-47-01-H 14

CFDA Number: 14.228

Rule Chapter: 73C-23, Florida Administrative Code

Effective: June 6, 2010

FFY 2013 FEDERALLY-FUNDED SUBGRANT AGREEMENT

Housing Rehabilitation

THIS AGREEMENT is entered into by the **State of Florida, Department of Economic Opportunity**, with headquarters in Tallahassee, Florida (hereinafter referred to as "DEO" or the "Department"), 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 Department 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 Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) Scope of Work

The Recipient shall perform the work in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment E of this Agreement; and the Florida Small Cities Community Development Block Grant (CDBG) **FFY 2013 Application for Funding** submitted by the Recipient on **March 12, 2014**, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

(2) Incorporation of Laws, Rules, Regulations and Policies

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B and G.

(3) Period of Agreement

This Agreement shall begin upon execution by both parties, and shall end 24 months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

(4) Modification of Contract

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.

(5) Records

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, *Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (53 Federal Register 8034) or 2 CFR 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, and either 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*, 2 CFR 220, *Cost Principles for Educational Institutions*, or 2 CFR 230, *Cost Principles for Non-Profit Organizations*.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all contractors and consultants paid from funds under this Agreement, for a period of six years from the date this Agreement is final closed. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by the Department. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all contractors and 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 **Program Budget** - Attachment A - and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all contractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) To the extent that it does not conflict with federal regulations, the Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved contracts and assignments.

(6) Audit Requirements

(a) Review the Audit Requirements listed in Attachment H of this contract. For local government fiscal years beginning after December 26, 2014, a recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, unless it expends \$750,000 or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment H, Part II: State Funded, are not applicable to this subgrant agreement which is a Federal pass-through award.

(c) Within sixty (60) days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment I) to audit@deo.myflorida.com. Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the audit certification memo that must be sent to the Department if an audit is not required because the local government spent less than \$500,000 (\$750,000 for fiscal years starting after December 26, 2014) in Federal funds during a fiscal year.

(d) In addition to the submission requirements listed in Attachment H, each recipient should send an electronic copy of its audit report or certification memo (available on the CDBG website) by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager at the following address to ensure that it does not incur audit penalty points:

Email: Debbie.Dedman@deo.myflorida.com

(7) Reports

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and 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 Department.

(b) Quarterly reports are due to the Department no later than 15 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 March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 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 Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph **(11) Remedies**. "Acceptable to the Department" means that the work product was completed in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment E of this Agreement; and the **Application for Funding** submitted by the Recipient.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment C.

(8) Monitoring

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 Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) Liability

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

(b) Any recipient which is a state agency or subdivision, as defined in Section 768.28, FS, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, FS. Nothing herein is intended to serve as a waiver of sovereign immunity by any 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.

(10) Default

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department 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 Department 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 Department 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 term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

- (c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;
- (d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) Remedies

If an Event of Default occurs, then the Department shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 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 30 days prior written notice of such 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 set forth in Paragraph (13) 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 Department 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:
 - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
 - 4. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be otherwise available under law.
- (g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department 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 Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) Termination

(a) The Department may terminate this Agreement for cause with 30 days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, FS, as amended.

(b) The Department 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 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 shall 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 Recipient will not incur new obligations for the terminated portion of the 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 Department because of any breach of Agreement by the Recipient. The Department 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 Department from the Recipient is determined.

(13) Notice and Contact

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Debbie Dedman, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8419 – Fax: (850) 922-5609
Email: Debbie.Dedman@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Lamarr Kemp, Housing Services Director
Leon County
918 Railroad Avenue
Tallahassee, Florida, 32310
Telephone: (850) 606-1900 - Fax: (850) 606-1901
Email: KempL@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 as stated in (13)(a) above.

(14) Contracts

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to the Department for approval. The Recipient agrees to include in the contract (i) that the contractor is bound by the terms of this Agreement, (ii) that the contractor is bound by all applicable state and federal laws and regulations, (iii) that the contractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and (iv) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

For each contract, the Recipient shall report to the Department as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, FS.

(15) Terms and Conditions

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

(16) 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 (check all that are applicable):
 - ☒ Exhibit 1 – Funding Sources
 - ☒ Attachment A – Program Budget
 - ☒ Attachment B – Program Statutes and Regulations
 - ☒ Attachment C – Reports
 - ☒ Attachment D – Warranties and Representations
 - ☒ Attachment E – Activity Work Plan
 - ☒ Attachment F – Program, Category Specific, and Special Conditions
 - ☒ Attachment G – Civil Rights Compliance Assurance
 - ☒ Attachment H – Audit Requirements
 - ☒ Attachment I – Audit Compliance Certification
 - ☒ Attachment J – eCDBG Access Authorization Form

(17) Funding/Consideration

(a) The funding for this Agreement shall not exceed **\$750,000.00**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the **Program Budget**, Attachment A, of this Agreement, and the ***Application for Funding***.

(c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipient set forth on the **eCDBG Access Authorization Form**, Attachment J, to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 CFR 570.489(b), pre-agreement costs reflected in the Recipient's ***Application for Funding*** as originally submitted that relate to preparation of the ***Application for Funding*** are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

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 (19)(h) of this Agreement, all obligations on the part of the Department 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 Department.

(18) Repayments

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 CFR 570.489(b) reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's ***Application for Funding***.

(b) In accordance with Section 215.971, FS, the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its contractors are entitled under the terms and conditions of this Agreement.

(d) All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of Economic Opportunity" and mailed directly to the Department at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In accordance with Section 215.34(2), FS, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) 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 Department 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 Department and with 30 days written notice to the Recipient, cause the termination of this Agreement and the release of the Department 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 Department 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 USC Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, FS), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has 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.

(g) Any 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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a 3-year period preceding this proposal 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 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. Have not within a 5-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 a completed Form SC-37, ***Certification Regarding Debarment, Suspension, And Other Responsibility Matters – Primary Covered Transactions***, to the Department for each prime contractor that the Recipient plans to hire under this Agreement. The form must be received by the Department before the Recipient enters into a contract with the respective prime contractor.

(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, FS, 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 preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, FS.

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

(l) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, FS) 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, FS.

(20) Lobbying Prohibition

(a) No funds or other resources received from the Department 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

2. 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The 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 subrecipients shall certify and disclose.

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 31 USC Section 1352. 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.

(21) Copyright, Patent and Trademark

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 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 Recipient shall refer the discovery or invention to the Department 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 Department. 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 30 days of execution of this Agreement, the 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 Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) 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.

(23) Public Record Responsibilities

(a) Recipient must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in Section 119.011, Florida Statutes. In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of public records requests received by the Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

(b) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

(24) Employment Eligibility Verification

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,

2. Include in all prime contracts under this Agreement, the requirement that contractors and subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractors and subcontractors during the term of the contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

(c) If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Contract Number: 15DB-OJ-02-47-01-H 14

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

Leon County



By: Kristin Dozier
(Authorized Signature)

Name: Kristin Dozier

Title: Chairman, Leon County BOCC

Federal Tax ID#: 596000708

DUNS#: 193730645

ATTEST

BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: John Stott, Deputy Clerk
APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE
Herbert W.A. Thiele, Esq.

County Attorney

Department of Economic Opportunity

By: William B. Killingsworth
(Authorized Signature) Date: 9/8/14

Name: William B. Killingsworth

Title: Director, Division of Community Development

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the parties

Office of the General Counsel

Department of Economic Opportunity

By: Carl R. Bager

Approved Date: 9/4/14

Exhibit – 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Agency:	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance #:	14.228
Award Amount:	\$750,000.00

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. *The Recipient shall perform the obligations in accordance with 24 Code of Federal Regulations, Subpart I, Sections 570.480 – 570.497.*
2. *The Recipient shall be governed by the Federal Laws, rules and regulations identified in Attachments B and K of this Agreement.*
3. *The Recipient shall be governed by Sections 290.0401-048, Florida Statutes,*
4. *The Recipient shall perform the obligations in accordance with Chapter 73C-23, Florida Administrative Code; the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment E of this Agreement; and Program, Category Specific, and Special Conditions, Attachment J of this Agreement.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

N/A

Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, Florida Statutes:

N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:

N/A

NOTE: Section .400(d) of OMB Circular A-133, as revised, and, Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 to be provided to the Recipient.

Attachment A

Program Budget

Attachment A – Program Budget

5/1/2014

Recipient: Leon County

Modification Number: 0

Contract Number: 15DB-OJ-02-47-01-H 14

Activity		Accomplishments		Beneficiaries			Budget				
Activity Number	Description	Unit	Number	LMI	VLI	Total	CDBG Amount	Subtotal of Activity ¹	Other Funds ²	Source # ²	Program Income
21A	Administrative						\$112,500.00	\$112,500.00			0
08	Temporary Relocation	HU	12	12	2	12	\$10,800.00	\$10,800.00			0
14A	Housing Rehab/'Demo/Replacement	IU	12	12	2	12	\$626,700.00	\$626,700.00	\$125,000.00	1	0
Totals							\$750,000.00		\$125,000.00		

¹ For an activity number that has multiple functions (for example, 03J-Sewer Lines, 03J-Hookups and 03J-Water Lines, add a line 03J-Subtotal and then add up the amounts and show it in the subtotal column).

² Show the sources and amounts of "Other Funds" below.

1. SHIP Funding

\$125,000.00

2. _____

\$ _____

3. _____

\$ _____

4. _____

\$ _____

5. _____

\$ _____

6. _____

\$ _____

Attachment B

State and Federal Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

State and Federal Statutes and Regulations

1. Community Development Block Grant, 24 CFR Part 570, Subpart I;
2. Florida Small and Minority Business Act, §288.702-288.714, Florida Statutes;
3. Administrative Requirements for Grants, 24 CFR Part 85;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.048, Florida Statutes;
8. Chapter 73C-23, Florida Administrative Code;
9. CDBG Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. Environmental Review Procedures 24 CFR Part 58;
13. Environmental Criteria and Standards 24 CFR Part 51;
14. Floodplain/Wetland Management 24 CFR Part 55 and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
15. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this act;
16. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800) and other provisions of law which further the purpose of this act;
17. Preservation of Archaeological and Historical Data Act of 1966;
18. Florida Coastal Zone Protection Act, §161.52-161.58, F.S.;
19. Reservoir Salvage Act;
20. Safe Drinking Water Act of 1974, as amended;
21. The Federal Water Pollution Control Act of 1972, as amended (33 USC, §1251 et seq.);
22. Clean Water Act of 1977;
23. Davis – Bacon Act – sets requirement for paying prevailing wages on federally funded projects;
24. Contract Work Hours and Safety Standards Act of 1962, 40 USC §327 et seq.;
25. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 USC, §6901 et seq.);
26. Architectural Barriers Act of 1968, 42 USC 4151;
27. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
28. Federal Fair Labor Standards Act, 29 USC, §201 et seq.;
29. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
30. Copeland Anti-Kickback Act of 1934;
31. Hatch Act of 1939, as amended;
32. Title IV Lead-Based Paint Poisoning Prevention Act (42 USC, §1251 et seq.);
33. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
34. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.

Attachment C

Reports

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate “no activity”.

2. A Quarterly Progress Report must be submitted to the Department 15 days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.

3. The Administrative Closeout Package must be submitted to the Department 45 days after the Agreement termination date.

4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine months from the end of the Recipient’s fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine months from the end of the Recipient’s fiscal year.

5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.

6. Request for Funds must be submitted as required by the Department of Economic Opportunity and as scheduled on Attachment E – **Activity Work Plan**.

Attachment D

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 (RFP). 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, and 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 if there is a sound, documented reason [See 24 CFR §85.36(d)(2)(ii)E].

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 at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors 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 E

Activity Work Plan

ATTACHMENT E – Activity Work Plan

6/20/2014

Recipient: Leon County**Activity:** Relocation & Rehabilitation**Project Budget:** \$ 750,000**Contract Number:** 15DB-OJ-02-47-01-H 14**Date Prepared:** 08/06/2014**Modification Number:** n/a

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	# Units to be completed by “End Date”	Proposed \$\$ to be Requested by “End Date”	Proposed Administration \$\$ to be Requested by “End Date”
9/2014	12/2014	Public Notice Advertisement/Unspecified Environmental Review/Administrative Functions, Applicant Selection Process		\$0.00	\$5,000.00
1/2015	3/2015	Bidding of 3 Available Projects/Projects Notice to Proceed/3 Temporary Relocation (#08)		\$0.00	
4/2015	7/2015	Housing Rehabilitation (#14A)/Demolition/Replacement/Administrative Functions (#21)	3	\$159,375.00	\$22,500.00
4/2015	6/2015	Bidding of 3 Available Projects/Projects Notice to Proceed/3 Temporary Relocation (#08)		\$0.00	
7/2015	10/2015	Housing Rehabilitation (#14A)/Demolition/Replacement/Administrative Functions (#21A)	6	\$318,750.00	\$52,500.00
7/2015	09/2015	Bidding of 3 Available Projects/Projects Notice to Proceed/3 Temporary Relocation (#08)		\$0.00	
10/2015	1/2016	Housing Rehabilitation(#14A)/Demolition/Replacement/Administrative Functions #21A)	9	\$478,125.00	\$82,500.00
2/2016	4/2016	Bidding of 3 Available Projects/Projects Notice to Proceed/3 Temporary Relocation (#08)		\$0.00	
3/2016	9/2016	Housing Rehabilitation (#14A)/Demolition/Replacement/Administrative Functions (#21A)	12	\$637,500.00	\$112,500.00
9/2016	10/2016	Submit Closeout Package to DEO			

Note: More than one activity may be included per form.

Attachment F

Program, Category Specific, and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within 180 days of the subgrant award, the Recipient shall complete the following activities:
 - a. Submit the environmental assessment to the Department for review;
 - b. Request approval for all professional service contracts;
 - c. Submit an initial Request for Funds (RFF) for administrative services, if applicable;
 - d. Request a wage decision(s) for applicable construction activities if points were received on the application for Readiness to Proceed;
 - e. For Housing Rehabilitation subgrants, a list of applicants for assistance shall be ~~identified~~ developed and a copy provided to the Department; and
 - f. For Commercial Revitalization subgrants, if façades are to be renovated, a list of businesses that will be assisted shall be developed and a copy provided to the Department.

If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to the Department. The Department shall rescind any subgrant for which the Recipient has not completed activities a.-f. listed above unless it can provide adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Program Budget) and Attachment E (Activity Work Plan).
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG *Application for Funding* submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
4. The Recipient shall request approval of all professional services contracts that will be reimbursed with CDBG funds. Copies of the following documents must be provided to the Department for review:
 - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. A list of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. Commission minutes approving contract award;

- g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
- h. The proposed contract;
- i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- j. If a protest was filed, a copy of the protest and documentation of resolution;
- k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient; and
- l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information.

The Department will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, federal or local procurement guidelines.

The Recipient must notify the Department in writing no later than ninety (90) days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

- 5. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, but in any case, no later than 90 days from the effective date of this Agreement, the Recipient shall complete the following:
 - a. Submit and obtain the Department's approval of the documentation required in paragraph 3 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
 - b. Comply with procedures set forth in 24 CFR Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 CFR Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a **Notice of Removal of Environmental Conditions**.
- 6. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 73C-23.0031(1), Florida Administrative Code.
- 7. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.

8. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
9. For each procured construction contract in Neighborhood Revitalization, Commercial Revitalization and Economic Development projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (5% of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms:
 - Bidding Information and Contractor Eligibility – Form SC-51;
 - Certification Regarding Debarment, Suspension, And Other Responsibility Matters (Primary Covered Transactions) – Form SC-37;
 - Section 3 Participation Report (Construction Prime Contractor) – Form SC-52;
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor) – Form SC-38, if applicable;
 - Section 3 Participation Report (Construction Subcontractor) – Form SC-53, if applicable, and;
 - Documentation for Business Claiming Section 3 Status – Form SC-54, if applicable.
10. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization RFF that includes reimbursement of construction costs, the recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Department, signed by the contractor and inspection engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Department. For each Housing Rehabilitation RFF that includes construction costs, the recipient shall provide a copy of AIA form G702, or a comparable form approved by the Department, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by the Department.
11. When the Recipient issues a **Notice to Proceed** to a contractor, a copy of the notice shall be sent to the Department:
12. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR Section 570.487(b)(4).

13. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
14. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
15. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR 85.31. Any future change of use shall be in accordance with 24 CFR 570.489(j).
16. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
 - a. The property may contain lead-based paint;
 - b. The hazards of lead-based paint;
 - c. The symptoms and treatment of lead poisoning;
 - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
 - e. The need for and availability of blood lead-level screening for children under seven years of age; and
17. The Recipient shall comply with the historic preservation requirements of 24 CFR 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
18. Pursuant to Section 102(b), Public Law 101-235, 42 USC Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
19. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
20. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 CFR 570.489(h).

21. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
22. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
23. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
24. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

For Housing Rehabilitation Subgrants Only

1. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
2. The Recipient must comply with the Housing Assistance Plan (HAP) that was provided to the Department as part of the application process. The Recipient agrees that this Housing Assistance Plan will be followed unless waived by the governing body. Department approval is required for HAP revisions made after application deadline.
3. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.
4. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the local government prior to initiation of work based on that change order.
5. To document completion of construction, each housing unit case file shall contain the following information:
 - a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;

- b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist; and
 - c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.
6. The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and submitted with the administrative closeout package:
- a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
 - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI, LI or VLI status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the head of each household (White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/Pacific Islander, American Indian or Alaskan Native and white, Asian and White, African American and White, American Indian/Alaskan Native and African American, or other multi-racial and whether the head of household is Hispanic).
7. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of SHIP applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG Housing Assistance Plan. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

Special Conditions

- 1. Prior to drawdown of federal funds and within 90 days after award, the Recipient shall submit a copy of the County's CDBG Procurement Policy which has been revised to comply with program requirements in accordance with guidance to be conveyed by the Department in writing to the Recipient.
- 2. Prior to drawdown of federal funds and within 90 days after award, the Recipient shall submit a copy of the County's updated Equal Employment Opportunity Plan to the Department for review and acceptance.
- 3. Prior to drawdown of federal funds and within 90 days after award, the Recipient shall submit a copy of the County's updated Section 504/Americans with Disabilities Act Plan to the Department for review and acceptance.

Attachment G

Civil Rights Compliance Assurance

Fair Housing

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will "affirmatively further fair housing" in its community. A recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all federally protected classes [race, color, familial status, handicap, national origin, religion, and sex];
- 2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint ;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken, and
 - d) The end results of referrals to other agencies, when applicable;
- 5) Conduct at least one fair housing activity each quarter. Identical activities shall not be conducted in consecutive quarters. (See examples below.), and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The fair housing contact person is expected to have received training so that they can handle fair housing phone inquiries or to refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

Recipients shall document their fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken;

Each recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor to use when it hires subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <http://www.vendorregister.dms.ny.gov/dmz/dmz.cfm>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken.

The Section 504 prohibitions against discrimination (See 45 CFR Part 84.) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

Section 3 Clause.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR §570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR §570.490(b) – Recordkeeping Requirements;
6. 24 CFR §570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Non-discrimination; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Leon County shall comply with all of the provisions and Federal regulations listed in this attachment.

By:  Date: 8/7/14
(Authorized Signature)

Name: Kristin Dozier

Title: Chairman, Leon County BOCC

Attachment H

Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR 74.26 for further details.

5. A web site that provides links to several Federal Single Audit Act resources can be found at:
<http://www.fedspend.gov/audit.html>

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myfloridale.com/FSA/FSAA.html>

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Auditor@myfloridale.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

<http://www.federalclearinghouse.gov/facilities/dfoa/clear.html>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): audit@deop.fl.gov

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): audit@deop.fl.gov

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: audgen@fla.gov

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Attachment I

Audit Compliance Certification

Audit Compliance Certification	
<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Recipient: Leon County	
FEIN: 596000708	Recipient's Fiscal Year: October 1st through September 30th
Contact Name: Lamarr Kemp	Contact's Phone: 850-606-1900
Contact's Email: KempL@leoncountyfl.gov	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.</p>	
<p>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</p>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative



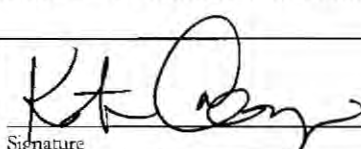
Attachment J

eCDBG Access Authorization Form

Attachment J – eCDBG Access Authorization Form

6/20/2014

Submit an original eCDBG Access Authorization Form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.

Recipient Name: Leon County		Contract Number: 15DB-OJ-02-47-01-H 14		Funding Source: <input checked="" type="checkbox"/> Small Cities CDBG <input type="checkbox"/> DRI <input type="checkbox"/> NSP	
Mailing Address (Street or P.O. Box): 301 South Monroe Street					
City, State, and Zip Code: Tallahassee, Florida 32301					
Recipient's DUNS #: 193730645			Recipient's FEID #: 59-6000708		
<p>Note: A maximum of two employees of the Recipient can be authorized to access eCDBG for this contract. The individuals listed below have been designated to access eCDBG on behalf of the Recipient listed above for the purpose of submitting Requests for Funds (RFFs) and required reports. The eCDBG website address is – http://www.deocdbg.com. If you need to update the names of the individuals who are authorized to access eCDBG for this contract, submit a copy of SC-55, eCDBG Access Authorization Update Form, to the Department. CDBG Program Phone Number: (850) 717-8405.</p>					
Primary User's Name: Eryn Calabro		Date: 8/7/14		 Signature	
Title: Financial Compliance Manager		E-mail Address: calabroe@leoncountyfl.gov			
Secondary User's Name: Lamarr D. Kemp, Sr.		Date: 8/7/14		 Signature	
Title: Director of Housing Services		E-mail Address: kempl@leoncountyfl.gov			
<p>As the Chief Elected Official of the Recipient, I certify that the above individuals are authorized to submit RFF's and reports through eCDBG on behalf of the Recipient.</p>					
Name: Kristin Dozier Title: Chairman, Leon County BOCC		Date: 8/7/14		 Signature	
<p align="center">Additional Payment Information for Processing Requests for Funds</p>					
<input checked="" type="checkbox"/> Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input type="checkbox"/> Check here if the Recipient will be working on a reimbursement basis. <input checked="" type="checkbox"/> If this signature authority form pertains to a <u>housing rehabilitation</u> grant, check here if your local government will use an escrow account for housing activities.					
CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/ .					
Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.					
Name of Financial Institution: N/A			Account Number:		
Address:			Telephone Number: () -		
City, State and Zip Code:					

**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Proposed Resolution Amending the Florida Department of Health in Leon County's Fee Schedule

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Eryn Calabro, Director, Office of Human Services and Community Partnerships

Fiscal Impact:

This item has no fiscal impact to the County. Leon County provides funding in support of the Florida Department of Health in Leon County per Florida Statute for services provided in Leon County.

Staff Recommendation:

Option #1: Adopt a proposed Resolution amending the Florida Department of Health in Leon County Fee Schedule (Attachment #1).

Report and Discussion

Background:

On September 7, 2007, the County conducted a public hearing to adopt an Ordinance amending Chapter 8, Article I, Section 8-1, "Health Department Fees" (Attachment #2). In addition, the Board reviewed the option to adopt a proposed resolution amending the Leon County Health Department fees (Attachment #3).

The Board adopted the Ordinance and approved the changes to the fee schedule via the resolution. In the past seven years, the Health Department has operated with the same fee schedule, but recognized the Resolution did not include all the fees and services for the Health Department.

Analysis:

Per Section 8-1, "Health Department Fees" as amended in 2007, any changes to the fee schedule and charges for Health Department services need to be done through an adoption of a Resolution by the Board of County Commissioners. The Health Department contacted Leon County and notified staff to the changes and provided an updated schedule of fees for review and adoption.

The new fee schedule reflects the fee increase in the return check charge, includes language on the clinic fee services, which was omitted from the original attachment to the resolution, includes fees for the crisis stabilization unit and other facilities, which were just listed as "other residential" on the previous fee schedule. The only increase to the fees is the return check charge and that proposed fee is consistent with all Health Departments throughout the state, as that fee is established by the state.

This new fee schedule would replace the prior fee schedule, which is an attachment to the Resolution. Staff recommends approval of the proposed Resolution to amend the fee schedule.

Options:

1. Adopt a proposed Resolution amending the Florida Department of Health in Leon County Fee Schedule (Attachment #1).
2. Do not adopt a proposed Resolution amending the Florida Department of Health in Leon County Fee Schedule.
3. Board direction.

Staff Recommendation:

Option #1.

Attachments:

1. Proposed Resolution
2. Ordinance No. ORD07-22 Chapter 8, Article I, Section 8-1, Health Department Fees
3. Resolution No. R07-50 Adopting Health Department Fees

RESOLUTION: 2015-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, REVISING THE HEALTH DEPARTMENT FEE SCHEDULE TO INCLUDE; AN INCREASE IN THE RETURNED CHECK FEE; NEW LANGUAGE REGARDING THE CLINICAL FEE SERVICES; AND SEPARATES THE FEES FOR THE CRISIS STABILIZATION UNIT AND OTHER FACILITIES AS INDICATED ON THE ATTACHED DOCUMENT ENTITLED "REVISED HEALTH DEPARTMENT FEE SCHEDULE".

WHEREAS, ON September 11, 2007, the Leon County Board of County Commissioners adopted Ordinance No. 07-50, which amended Chapter 8, Article I Section 801; and,

WHEREAS, Leon County Ordinance No. 07-50 provides in Section 8-1 that fees for the Health Department will be periodically established by Resolution of the Board of County Commissioners; and,

WHEREAS, The Board of County Commissioners is hereby authorized to prescribe a schedule of services rendered by the County health unit for which fees and charges should be made and to prescribe the fees and charges to be made for such services by the adoption of a Resolution by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The fees set forth in the "Revised Health Department Fee Schedule" attached and incorporated herein as Attachment A, are hereby adopted.
2. The fees previously approved by resolution R07-22 are hereby repealed and replaced in its entirety by the fees adopted in this Resolution.
3. This Resolution shall be effective upon being signed.

DONE AND ADOPTED by the Board of County Commissioners of Leon
County, Florida, on this the _____ day of January, 2015

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

BY: _____
Herbert W. A. Thiele
County Attorney

**Revised Florida Department of Health in Leon County Fee Schedule
(Effective Date: January ____, 2015)**

Return check charge: \$15.00 or 5% of the value of the check whichever is greater

Vital statistics:
Birth records: Certified Birth Certificate \$12.00
Death records: Certified Death Certificate \$10.00

Clinic Fees:

1. Fees for all clinic services shall be equivalent to twice the current Medicaid reimbursement rate.
2. Fees equivalent to actual cost of service plus the applicable visit fee will be charged for nonmedicaid reimbursable services.
3. Clinic services are provided at no charge to those individuals and families below the poverty level. Clinic services will be discounted and charged on a "sliding fee" scale for individuals and families between 100% and 200% of the poverty level. The Department of Health and Human Services current official Poverty Income Guidelines shall be used for this purpose.

Environmental Health Services:

The following fees shall be charged for environmental health services and shall be in effect until such time as a state fee is established and charged for these services:

Group care facilities:

Assisted living facilities:	
1-10 beds	\$50.00
Greater than 10 beds	\$100.00
Adult family care home	\$50.00
Adult Day Care	\$50.00
Crisis Stabilization unit:	
1-10 beds	\$50.00
Greater than 10 beds	\$100.00
Hospice	\$50.00
Intermediate care facility for the	
Developmentally Disabled:	\$70.00
Prescribed pediatric extended care center:	
1-10 beds	\$50.00
Greater than 10 beds	\$100.00
Residential treatment facility:	
1-10 beds	\$50.00
Greater than 10 beds	\$100.00
Short term residential center:	
1-10 beds	\$50.00
Greater than 10 beds	\$100.00

School facilities:

1-100 students	\$70.00
Greater than 100 students	\$100.00

Late fees:

A \$25.00 late fee shall be assessed to all applications for renewal of the annual operating permit received after the expiration date. Where a state fee has been established by rule or statute for this purpose, the state fee shall be assessed.

ORDINANCE NO. 07- 22

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 8, ARTICLE I OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO HEALTH AND HUMAN SERVICES; AMENDING SECTION 8-1 RELATING TO HEALTH DEPARTMENT FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Leon County Board of County Commissioners wish to provide greater ease in adjusting the necessary fees for the Health Department by eliminating the specific fees in the Leon County Code of Laws and instead allowing the Board of County Commissioners to adopt same periodically by the adoption of a Resolution.

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

Section 1. Chapter 8, Article I, Section 8-1 entitled “Health Department Fees” of the Code of Laws of Leon County, Florida, is hereby repealed in its entirety.

Section 2. Chapter 8, Article I, Section 8-1 entitled “Health Department Fees” of the Code of Laws of Leon County, Florida is hereby enacted to read as follows:

Sec. 8-1. Health Department Fees.

The Board of County Commissioners is hereby authorized to prescribe a schedule of services rendered by the County health unit for which fees and charges should be made and to prescribe the fees and charges to be made for such services by the adoption of a Resolution by the Board of County Commissioners.

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

Section 4. Effective Date. This ordinance shall have effect upon becoming law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon
County, Florida, this 11th day of September, 2007.

LEON COUNTY, FLORIDA



BY: C. E. Depuy, Jr.
C. E. Depuy, Jr., CHAIRMAN
Board of County Commissioners

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

BY: [Signature]
CLERK OF THE COURT

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: [Signature]
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

FLORIDA COUNTY ORDINANCE DATA RETRIEVAL SYSTEM (CODRS) CODING FORM

Instructions: Florida's Department of State, Bureau of Administrative Code has developed the County Ordinance Data Retrieval System (CODRS) to facilitate the tracking of County ordinances in Florida's 67 Counties. CODRS' data base is composed of over 25,000 county ordinances enacted since 1974.

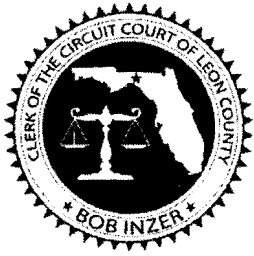
We request your cooperation in completing this coding form. It is to be completed whenever your county enacts a new ordinance. Simply complete this form and include it with other pertinent ordinance information that is submitted to the Bureau of Administrative Code.

To code this form properly, please refer to the "keyfields" description sheet that has been given to your County Attorney's Office. If you do not have this sheet please contact the Bureau. We will be happy to fax one to you for referencing purposes. Please fill out this form as completely as is possible.

Thank you for your assistance. Should you need further assistance please contact the Bureau of Administrative Code, Department of State at (850)245-6270 or Suncom 205-6270.

COUNTY: (<u>LEON</u>)	COUNTY ORDINANCE # (<u>07-22</u>) (e.g., 00-001)
PRIMARY KEYFIELD DESCRIPTOR: (<u>HEALTH DEPARTMENT</u>)	
SECONDARY KEYFIELD DESCRIPTOR: (<u>FEEES</u>)	
OTHER KEYFIELD DESCRIPTOR: (_____)	
ORDINANCE DESCRIPTION: (<u>HEALTH DEPT. FEEES</u>) (25 characters maximum including spaces)	
ORDINANCES AMENDED: (List below the ordinances that are amended by this legislation. If more than two, list the most recent two.)	
AMENDMENT # 1: (<u>8-1</u>)	AMENDMENT # 2: (_____)
ORDINANCES REPEALED: (List below the ordinances that are repealed by this legislation.)	
REPEAL # 1: (<u>8-1</u>)	REPEAL # 3: (_____)
REPEAL # 2: (_____)	REPEAL # 4: (_____)
(Others repealed: List all that apply): _____	

(FOR OFFICE USE ONLY):	COUNTY CODE NUMBER: (_____)
KEYFIELD 1 CODE: (_____)	KEYFIELD 2 CODE: (_____)
KEYFIELD 3 CODE: (_____)	Rev. 4/10/01



Bob Inzer
Clerk of Circuit Court
WWW.CLERK.LEON.FL.US

Clerk of Courts ❖ Clerk of County Commission ❖ Auditor ❖ Treasurer ❖ Recorder ❖ Custodian of County Funds

September 20, 2007

Ms. Liz Cloud
Florida Department of State
Bureau of Administrative Code
R.A. Gray Building #101
500 South Bronough Street
Tallahassee, FL 32399-0250

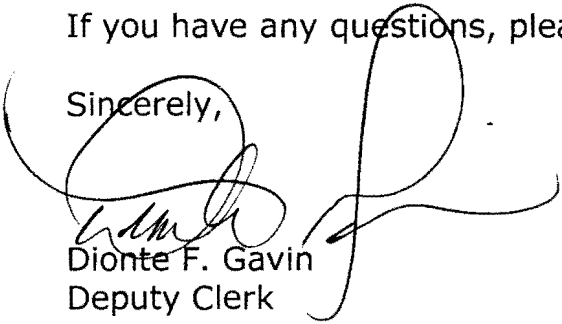
Re: Leon County Ordinance # 07-22

Dear Ms. Cloud:

Pursuant to Section 125.66, Florida Statutes, enclosed please find a true certified copy of Ordinance # 07-22, as adopted by the Board of County Commissioners of Leon County, at a regular meeting held on Tuesday, September 11, 2007.

If you have any questions, please feel free to contact me.

Sincerely,


Dionte F. Gavin
Deputy Clerk

Attachments: 1



FLORIDA DEPARTMENT of STATE

CHARLIE CRIST
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

KURT S. BROWNING
Secretary of State

September 20, 2007

Mr. Bob Inzer
Clerk of the Circuit and County Courts
Leon County
Post Office Box 726
Tallahassee, Florida 32303

ATTN: Dionte F. Gavin, Deputy Clerk

Dear Mr. Inzer:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated September 20, 2007, and certified copy of Leon County Ordinance No. 07-22, which was filed in this office on September 20, 2007.

Sincerely,

A handwritten signature in black ink that reads "Liz Cloud".

Liz Cloud
Program Administrator

LC/lbh

DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
850.245.6600 • FAX: 850.245.6735 • TDD: 850.922.4085 • <http://dliis.dos.state.fl.us>

COMMUNITY DEVELOPMENT
850.245.6600 • FAX: 850.245.6643

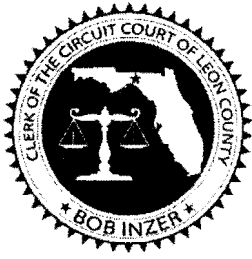
STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6744

STATE ARCHIVES OF FLORIDA
850.245.6700 • FAX: 850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2812 • FAX: 850.488.9879

RECORDS MANAGEMENT SERVICES
850.245.6750 • FAX: 850.245.6795

ADMINISTRATIVE CODE AND WEEKLY
850.245.6270 • FAX: 850.245.6282



Bob Inzer

Clerk of Circuit Court
WWW.CLERK.LEON.FL.US

Clerk of Courts ❖ Clerk of County Commission ❖ Auditor ❖ Treasurer ❖ Recorder ❖ Custodian of County Funds

September 20, 2007

Florida Department of State
Bureau of Administrative Code
R.A. Gray Building #101
500 South Bronough Street
Tallahassee, FL 32399-0250

FILED
2007 SEP 20 PM 2:12
TALLAHASSEE, FLORIDA

This is to certify that the person signing below received true certified copies of Leon County Ordinance, numbered 07-22.

Date Received: September 20, 2007
Time Received: 2:12 pm
Person Receiving: L. Hafford

RESOLUTION NO. R07- R07-50

A RESOLUTION ADOPTING HEALTH DEPARTMENT FEES

WHEREAS, on September 11, 2007, the Leon County Board of County Commissioners adopted Ordinance No. 07- 22, which amended Chapter 8, Article I, Section 8-1; and,

WHEREAS, Leon County Ordinance No. 07- 22 provides in Section 8-1 that fees for the Leon County Health Department will be periodically established by Resolution of the Board of County Commissioners.

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

1. The fees set forth in the "HEALTH DEPARTMENT FEE SCHEDULE," attached and incorporated herein as Attachment A, are hereby adopted.
2. This Resolution shall become effective immediately upon adoption.

Proposed, presented, and passed by the Board of County Commissioners of Leon County, Florida, this 11th day of September, 2007.

LEON COUNTY, FLORIDA



ATTESTED BY:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

Clerk of the Court

BY: _____

C. E. DePuy, Jr., Chairman
Board of County Commissioners

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By: _____

HERBERT W.A. THIELE
COUNTY ATTORNEY

Attachment A

Schedule of Services by Leon County Health Department

<i>Return Check Charge:</i>	\$10.00 or 5% of the value of the check whichever is greater
<i>Vital Statistics:</i>	
Birth records: Certified Birth Certificate	\$12.00
Death records: Certified Death Certificate	\$10.00
<i>Food Service Inspections:</i>	
Child care center food services	\$85.00
<i>Group care facilities:</i>	
Assisted living facilities:	
1-10 beds	\$50.00
Greater than 10 beds	\$100.00
Adult family care home	\$50.00
Hospice	\$50.00
Intermediate care facilities for the developmentally disabled	\$70.00
Community-based residential group home:	
1-10 beds	\$50.00
Greater than 10 beds	\$100.00
Other residential:	
1-10 beds	\$50.00
Greater than 10 beds	\$100.00
<i>School facilities</i>	
1-100 students	\$70.00
Greater than 100 students	\$100.00
<i>Late fees</i>	\$25.00
A \$25.00 late fee shall be assessed to all applications for renewal of the annual operating permit received after the expiration date. Where a state fee has been established by rule or statute for this purpose, the state fee shall be assessed.	


Leon County
Board of County Commissioners
Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of 2014 Transfers of Leon County Surplus Computing Equipment to Goodwill Industries

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Pat Curtis, MIS Director
Lead Staff/ Project Team:	Michelle Taylor, Network & Technical Services Manager Jimmy Grantham, IT Coordinator – Technical Services

Fiscal Impact:

This item has no fiscal impact to the County. However, as surplus computing equipment is no longer a part of the County's Surplus Auctions, there may have been a potential loss of revenue in the range of \$0 - \$15,300.

Staff Recommendation:

Option #1: Approve the 2014 transfers of Leon County surplus computing equipment to Goodwill Industries.

Report and Discussion

Background:

At the February 9, 2010 meeting, the Board approved ongoing transfers of Leon County surplus computing equipment to Goodwill Industries.

Goodwill Industries opened an Electronics Recycling/Computer Store in December 2009, stocked with electronics donated from different sources; such as, state agencies, universities, colleges, and the community. All donations are tested on-site by technicians to see if the electronics can be resold. Any electronic devices that cannot be fixed or sold are shipped to recyclers, where they are stripped for parts. The revenue generated from the recycling is used for Goodwill's training program. The Goodwill Store hires individuals with disabilities, recruits persons through prison work-release programs, and provides free training. The Store refurbishes and resells used computer equipment, as well as, providing service on computers.

Analysis:

Goodwill provides on-site pickup of donated equipment. Leon County held 18 pick-up events in 2014, donating more than 600 computer-related items, including 242 peripheral or non-computer items such as fax machines, scanners, keyboards, etc.

The following table summarizes the quantity and type of equipment donated. A detailed surplus property detail inventory is provided as Attachment #1.

Device Type	Quantity	Device Type	Quantity
COMPUTER	149	CAMCORDER	2
COMPUTER COMPONENT	2	CART	1
COMPUTER MEMORY	9	COMMUNICATION CABINET/RACK	3
EXTERNAL HARD DISK DRIVE	1	COPIER	3
KEYBOARD	5	DIGITAL CAMERA	2
LAPTOP	15	DVD PLAYER	2
MONITOR	79	FAX MACHINE	6
NETBOOK	6	MISCELLANEOUS CORDS/CONNECTORS	120
PRINTER	128	POWER SUPPLY UPS	3
PRINTER – THERMAL	37	PROJECTOR	1
TOUGHBOOK LAPTOPS	11	SCANNER	8
		SPEAKER	1
		TELEPHONE DEVICE	15
		VCR	3
Grand Total Items = 612		Estimated Max Auction Value @ \$0.0 to \$25 = up to \$15,300	

In the past, surplus computer equipment was auctioned by the County. Since most of the equipment is obsolete, broken, or defunct, and predicting current potential buying behaviors at auction is unreliable, accurate calculations of potential revenue from auction is not possible. However, a rough estimate is offered assuming \$0 - \$25 per technology device, placing potential auction revenues for 612 technology devices in a range from \$0 to \$15,300. Note that the internal costs for services from MIS in processing and preparation of surplus equipment for an auction in 2014, would translate into at least 306 hours of effort at an average of \$22.78 per hour or \$6,971, and MIS resources would have been unavailable for servicing internal customers.

Finally, any equipment that cannot be fixed or sold is sold to recyclers, who strip the equipment for parts. Therefore, this relationship with Goodwill Industries is considered a benefit to MIS and the County as well as to the community, despite the loss in potential revenue. Additionally, transferring the surplus equipment to Goodwill Industries supports its mission in providing jobs and technical training for citizens.

Donna Wright, the Big Bend Goodwill Public Relations Manager, reported the following statistics about the Goodwill Electronic Store and Donation Center for calendar year 2014 in Leon County.

- Goodwill Big Bend has recycled more than 1,100,000 pounds of computer related E-scrap and over 420,000 pounds of household electronics in 2014.
- Goodwill also sold 2,458 computers of which 1,838 were refurbished computers in working condition and the remaining 620 computers were sold as nonworking/non-loaded units purchased by customers who want to refurbish or repair a computer.
- Goodwill sold more than 7,520 computer parts and peripheral, which include monitors, keyboards, mice, printers, speakers, cords, and internal parts.
- The computer store and recycling center continues to provide employment and training for 11 individuals.
- In December 2011, Goodwill joined the Dell Reconnect Program. Dell has the highest standards of recycling responsibly, and cites our store as continuing to do well and performing to Dell's strict standards and guidelines. We received the 2012 Precision Partner Award on our first year involved with Dell and have continued to meet or exceed any and all of Dell's expectations.
- The end of 2014 marked the first full year of our partnership with Microsoft as Microsoft authorized refurbisher, and we look forward to continuing our mission while meeting the strict guidelines of both Dell and Microsoft.

Options:

1. Approve the 2014 transfers of Leon County surplus computing equipment to Goodwill Industries.
2. Do not approve the 2014 transfers of Leon County surplus computing equipment to Goodwill Industries.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. 2014 Surplus Property Detail Inventory

VSL/AR/PC/MT

Device Type	Quantity
Row Labels	Count of LINE ITEM
CAMCORDER	2
CART	1
COMMUNICATION CABINET/RACK	3
COMPUTER	149
COMPUTER COMPONENT	2
COMPUTER MEMORY	9
COPIER	3
DIGITAL CAMERA	2
DVD PLAYER	2
EXTERNAL HARD DISK DRIVE	1
FAX MACHINE	6
KEYBOARD	5
LAPTOP	15
MISCELLANEOUS CORDS/CONNECTORS	120
MONITOR	79
NETBOOK	6
POWER SUPPLY UPS	3
PRINTER	128
PRINTER - THERMAL	37
PROJECTOR	1
SCANNER	8
SPEAKER	1
TELEPHONE DEVICE	15
TOUGHBOOK	11
VCR	3
Grand Total	612

LINE ITEM	GOODWILL DATE	SURPLUS TIME SCOPE	DATE SURPLUSED	QUANTITY	PROPERTY NUMBER	DEVICE
440	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-2	CAMCORDER
451	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-3	CAMCORDER
319	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-7	CART
397	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-39	COMMUNICATION CABINET/RACK
593	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	SE052314-16	COMMUNICATION CABINET/RACK
611	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/17/2014	1	ST041714-9	COMMUNICATION CABINET/RACK
372	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-16	COMPUTER MEMORY
373	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-17	COMPUTER MEMORY
374	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-18	COMPUTER MEMORY
375	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-19	COMPUTER MEMORY
377	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-20	COMPUTER MEMORY
378	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-21	COMPUTER MEMORY
379	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-22	COMPUTER MEMORY
395	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-37	COMPUTER MEMORY
396	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-38	COMPUTER MEMORY
223	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	32055	COMPUTER COMPONENT
232	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	32954	COMPUTER COMPONENT
28	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	1349	COMPUTER
49	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	25092	COMPUTER
55	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	26979	COMPUTER
56	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	26984	COMPUTER
57	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	26998	COMPUTER
61	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	27764	COMPUTER
62	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	27872	COMPUTER
63	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28058	COMPUTER
64	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28061	COMPUTER
65	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28067	COMPUTER
66	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28068	COMPUTER
67	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28072	COMPUTER
68	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28077	COMPUTER
69	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28078	COMPUTER
70	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28079	COMPUTER
71	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/18/2014	1	28080	COMPUTER
72	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	28114	COMPUTER
73	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	28123	COMPUTER
74	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	28124	COMPUTER
75	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	28126	COMPUTER
76	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	28127	COMPUTER
77	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	28129	COMPUTER
78	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	28130	COMPUTER
79	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	28131	COMPUTER
80	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	28134	COMPUTER
81	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	28135	COMPUTER
83	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	28389	COMPUTER
84	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/19/2014	1	28518	COMPUTER
85	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/19/2014	1	28519	COMPUTER
86	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/19/2014	1	28520	COMPUTER
87	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/19/2014	1	28521	COMPUTER
88	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/19/2014	1	28522	COMPUTER
89	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/19/2014	1	28526	COMPUTER
90	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/19/2014	1	28528	COMPUTER
91	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	11/19/2014	1	28529	COMPUTER

[illegible]

190	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	31281	COMPUTER
191	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	31284	COMPUTER
192	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	31285	COMPUTER
193	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	31306	COMPUTER
194	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	31343	COMPUTER
195	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	31381	COMPUTER
196	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	31411	COMPUTER
197	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	31412	COMPUTER
198	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	31453	COMPUTER
199	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	31454	COMPUTER
200	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	31457	COMPUTER
201	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	31459	COMPUTER
202	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	31474	COMPUTER
203	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	31493	COMPUTER
206	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	31676	COMPUTER
207	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	31688	COMPUTER
208	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	31733	COMPUTER
209	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	31734	COMPUTER
221	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	31816	COMPUTER
222	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	31850	COMPUTER
227	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	32764	COMPUTER
230	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	32873	COMPUTER
231	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	32884	COMPUTER
235	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	33511	COMPUTER
236	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	33525	COMPUTER
237	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	33536	COMPUTER
238	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	33548	COMPUTER
239	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	33754	COMPUTER
241	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	34215	COMPUTER
264	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-2	COMPUTER
404	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-1	COMPUTER
265	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-20	MONITOR
266	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-21	MONITOR
267	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-22	MONITOR
268	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-23	MONITOR
405	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-10	MONITOR
406	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-11	MONITOR
407	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-12	MONITOR
408	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-13	MONITOR
414	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-7	MONITOR
415	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-8	MONITOR
416	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-9	MONITOR
428	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC9	MONITOR
605	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/17/2014	1	ST041714-3	MONITOR
606	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/17/2014	1	ST041714-4	MONITOR
492	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-1	DIGITAL CAMERA
527	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-41	DIGITAL CAMERA
499	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-16	DVD PLAYER
500	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-17	DVD PLAYER
594	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	SE052314-17	EXTERNAL HARD DISK DRIVE
352	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	032814-1	FAX MACHINE
412	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-5	FAX MACHINE
528	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-42	FAX MACHINE
568	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-36	FAX MACHINE
579	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-3	FAX MACHINE
586	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	SE052314-1	FAX MACHINE
484	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	S7214-1	PRINTER
243	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-10	KEYBOARD
341	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-9	KEYBOARD
383	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-26	KEYBOARD
384	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-27	KEYBOARD
385	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-28	KEYBOARD
143	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	29593	LAPTOP
148	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	29864	LAPTOP
149	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	29866	LAPTOP
150	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	29869	LAPTOP
160	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	30269	LAPTOP
161	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	30321	LAPTOP
184	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	30965	LAPTOP
185	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	31159	LAPTOP
204	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	31559	LAPTOP
205	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	31665	LAPTOP
210	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	31741	LAPTOP
271	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-26	LAPTOP
272	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-27	LAPTOP
429	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-1	LAPTOP
442	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-21	LAPTOP
258	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-14	MONITOR
308	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-6	MONITOR
365	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-1	MONITOR
376	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-2	MONITOR
387	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-3	MONITOR
398	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-4	MONITOR

399	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-5	MONITOR
400	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-6	MONITOR
401	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-7	MONITOR
402	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-8	MONITOR
403	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-9	MONITOR
418	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC1	MONITOR
421	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC2	MONITOR
422	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC3	MONITOR
423	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC4	MONITOR
424	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC5	MONITOR
425	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC6	MONITOR
426	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC7	MONITOR
427	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC8	MONITOR
443	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-22	MONITOR
444	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-23	MONITOR
445	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-24	MONITOR
474	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-51	MONITOR
475	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-52	MONITOR
476	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-53	MONITOR
477	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-54	MONITOR
493	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-10	MONITOR
494	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-11	MONITOR
495	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-12	MONITOR
503	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-2	MONITOR
514	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-3	MONITOR
525	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-4	MONITOR
534	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-5	MONITOR
535	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-6	MONITOR
536	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-7	MONITOR
537	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-8	MONITOR
538	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-9	MONITOR
539	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-1	MONITOR
547	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-17	MONITOR
548	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-18	MONITOR
549	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-19	MONITOR
550	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-2	MONITOR
551	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-20	MONITOR
561	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-3	MONITOR
564	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-32	MONITOR
573	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-7	MONITOR
574	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-8	MONITOR
581	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-5	MONITOR
582	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-6	MONITOR

[illegible]

248	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-104	MISCELLANEOUS CORDS/CONNECTORS
249	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-105	MISCELLANEOUS CORDS/CONNECTORS
250	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-106	MISCELLANEOUS CORDS/CONNECTORS
251	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-107	MISCELLANEOUS CORDS/CONNECTORS
252	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-108	MISCELLANEOUS CORDS/CONNECTORS
253	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-109	MISCELLANEOUS CORDS/CONNECTORS
255	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-110	MISCELLANEOUS CORDS/CONNECTORS
360	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	32714-5	MISCELLANEOUS CORDS/CONNECTORS
386	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-29	MISCELLANEOUS CORDS/CONNECTORS
446	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-25	MISCELLANEOUS CORDS/CONNECTORS
570	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-4	MISCELLANEOUS CORDS/CONNECTORS
571	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-5	MISCELLANEOUS CORDS/CONNECTORS
572	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-6	MISCELLANEOUS CORDS/CONNECTORS
577	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-10	MISCELLANEOUS CORDS/CONNECTORS
584	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-8	MISCELLANEOUS CORDS/CONNECTORS
585	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-9	MISCELLANEOUS CORDS/CONNECTORS
224	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	32707	NETBOOK
225	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	32708	NETBOOK
226	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	32709	NETBOOK
228	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	32817	NETBOOK
233	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	32984	NETBOOK
234	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	32989	NETBOOK
1	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	130	PRINTER
2	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	160	PRINTER
3	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/3/2014	1	162	PRINTER
4	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	166	PRINTER
5	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	189	PRINTER
6	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	197	PRINTER
7	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	219	PRINTER
8	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	221	PRINTER
9	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	222	PRINTER
10	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	236	PRINTER
11	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	248	PRINTER
12	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	272	PRINTER
13	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	274	PRINTER
14	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	275	PRINTER
15	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	276	PRINTER
16	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	277	PRINTER
17	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	278	PRINTER
18	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	279	PRINTER
19	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	280	PRINTER
20	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	284	PRINTER
21	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	285	PRINTER
22	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	286	PRINTER
23	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	292	PRINTER
24	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	295	PRINTER
25	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	312	PRINTER
26	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	323	PRINTER
27	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	324	PRINTER
29	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	2422	PRINTER
30	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	2572	PRINTER
31	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	3044	PRINTER
32	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	3049	PRINTER
33	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	3050	PRINTER
34	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	3685	PRINTER
35	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/3/2014	1	4152	PRINTER
36	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	4348	PRINTER
37	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	6/26/2014	1	4719	PRINTER
38	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	4935	PRINTER
39	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	5004	PRINTER
40	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	5018	PRINTER
41	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	20976	PRINTER
42	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	23242	PRINTER
43	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	24533	PRINTER
44	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/3/2014	1	24537	PRINTER
45	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	24707	PRINTER
46	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	24739	PRINTER
47	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	24970	PRINTER
48	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	25052	PRINTER
50	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/3/2014	1	25259	PRINTER
51	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	25628	PRINTER
52	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	25707	PRINTER
53	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	25926	PRINTER
54	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	26031	PRINTER
58	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	27129	PRINTER
59	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	27132	PRINTER
60	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	27636	PRINTER
82	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	28266	PRINTER
144	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	29597	PRINTER
157	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/3/2014	1	30013	PRINTER
218	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	31762	PRINTER
219	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	31764	PRINTER
220	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	31766	PRINTER

240	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	34168	PRINTER
286	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-4	PRINTER
353	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	032814-2	PRINTER
354	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	032814-3	PRINTER
355	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	3119a	PRINTER
356	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	32714-1	PRINTER
359	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	32714-4	PRINTER
361	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/3/2014	1	40314-1	PRINTER
362	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/3/2014	1	40314-2	PRINTER
363	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/3/2014	1	40314-3	PRINTER
364	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	4250LandF	PRINTER
409	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-2	PRINTER
410	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-3	PRINTER
411	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-4	PRINTER
419	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC10	PRINTER
420	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	12/17/2014	1	MON17DEC11	PRINTER
430	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/4/2014	1	S10714-10	PRINTER
431	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-11	PRINTER
432	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-12	PRINTER
433	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-13	PRINTER
434	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-14	PRINTER
435	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-15	PRINTER
436	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-16	PRINTER
437	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-17	PRINTER
438	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-18	PRINTER
439	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-19	PRINTER
441	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-20	PRINTER
472	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-5	PRINTER
478	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-6	PRINTER
479	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-7	PRINTER
480	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-8	PRINTER
481	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	10/7/2014	1	S10714-9	PRINTER
488	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	S7214-5	PRINTER
489	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	S7214-6	PRINTER
490	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	S7214-7	PRINTER
491	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	S7214-8	PRINTER
501	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-18	PRINTER
502	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-19	PRINTER
504	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-20	PRINTER
505	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-21	PRINTER
506	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-22	PRINTER
507	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-23	PRINTER
509	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-25	PRINTER
510	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-26	PRINTER
552	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-21	PRINTER
553	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-22	PRINTER
554	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-23	PRINTER
555	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-24	PRINTER
556	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-25	PRINTER
557	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-26	PRINTER
558	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-27	PRINTER
559	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-28	PRINTER
560	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-29	PRINTER
562	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-30	PRINTER
563	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-31	PRINTER
565	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-33	PRINTER
566	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-34	PRINTER
567	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-35	PRINTER
569	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	S91714-37	PRINTER
576	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-1	PRINTER
578	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-2	PRINTER
595	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	5/23/2014	1	SE052314-2	PRINTER
607	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/17/2014	1	ST041714-5	PRINTER
608	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/17/2014	1	ST041714-6	PRINTER
609	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/17/2014	1	ST041714-7	PRINTER
610	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/17/2014	1	ST041714-8	PRINTER
242	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-1	PROJECTOR
370	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-14	POWER SUPPLY UPS
371	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-15	POWER SUPPLY UPS
413	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/10/2014	1	E041014-6	POWER SUPPLY UPS
158	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/28/2014	1	30228	SCANNER
183	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	9/17/2014	1	30902	SCANNER
297	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-5	SCANNER
357	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	32714-2	SCANNER
358	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	3/27/2014	1	32714-3	SCANNER
417	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	6/26/2014	1	hotosmart	SCANNER
508	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	8/19/2014	1	S81914-24	SCANNER
580	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	4/23/2014	1	SE042314-4	SCANNER
257	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	2/13/2014	1	021314-13	SPEAKER
366	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-10	PRINTER - THERMAL
367	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-11	PRINTER - THERMAL
368	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-12	PRINTER - THERMAL
369	12/19/2014	BETWEEN 1/1/2014 AND 12/31/2014	7/2/2014	1	70214-13	PRINTER - THERMAL

[illegible]

**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Letter of Support to Florida Department of Transportation for the Addition of US 319 from Capital Circle to US 98 to the National Highway System

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Department of Public Works
Lead Staff/ Project Team:	Roshaunda Bradley, Assistant to the Public Works Director

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve a Letter of Support to Florida Department of Transportation for the addition of US 319 from Capital Circle to US 98 to the National Highway System (Attachment #1), and authorize the Chairman to execute.

Report and Discussion

Background:

The National Highway System (NHS) was developed by the Department of Transportation (DOT) in cooperation with the states, local officials, and metropolitan planning organizations (MPOs). The NHS consists of roadways important to the nation's economy, defense, and mobility, and includes the following subsystems of roadways: Interstate, Other Principal Arterials, Strategic Highway Network, Major Strategic Highway Network Connectors, and Intermodal Connectors.

The Florida Department of Transportation (FDOT) District Three is in the process of requesting a modification to the NHS by designating portions of US 319, State Road 61, State Road 369, and State Road 263 as a logical multi-modal connector to the Tallahassee Regional Airport, (TLH), and is seeking a letter of support for this addition from the Board (Attachment #2). The Capital Region Transportation Planning Agency (CRTPA) approved a resolution in support of the NHS addition at its January 12, 2015 meeting (Attachment #3).

Analysis:

The designation of these roadways to the NHS will allow for better planning opportunities to provide improved infrastructure to the TLH Airport and the State's Capital City, as many commuters travel this corridor from the southern radius of the region for work and leisure. The airport is planning to apply for international designation, which has the potential for increased traffic. Additionally, this designation will open up additional funding sources for the widening of US 319 (Crawfordville Highway) in both Wakulla and Leon Counties. Further, this will also allow for enhanced infrastructure planning for hurricane evacuation and tourist traffic to and from the coastal areas.

US 319, SR 61, SR 369, and SR 263 will connect to US 98, a NHS Principal Arterial, as well as the NHS Intermodal Connector, SR 263/Capital Circle from Interstate 10 to the TLH Airport. This portion of SR 263/Capital Circle and the TLH Airport are both currently included on Florida's Strategic Intermodal System (SIS). The Board approved a letter of support for the SIS designation at its February 12, 2013 meeting.

Options:

1. Approve a Letter of Support to Florida Department of Transportation for the addition of US 319 from Capital Circle to US 98 to the National Highway System (Attachment #1), and authorize the Chairman to execute.
2. Do not approve a Letter of Support to Florida Department of Transportation for the addition of US 319 from Capital Circle to US 98 to the National Highway System.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Letter to FDOT
2. Correspondence from FDOT
3. CRTPA Resolution

January 27, 2015

Mr. Tommy Barfield, Secretary
Florida Department of Transportation – District 3
P.O. Box 607
Chipley, Florida 32428

Re: Addition of US 319 to the National Highway System

Dear Mr. Barfield,

On behalf of the Leon County Board of County Commissioners, I am writing this letter in support of the addition of US 319 from Capital Circle to US 98 to the National Highway System.

It is the Board's understanding that the designation of these roadways to the NHS would provide for the following:

- Better planning opportunities to provide improved infrastructure to the Tallahassee Airport and the State's Capital City, as many commuters travel this corridor from the southern radius of the region for work and leisure
- Additional funding sources for the widening of US 319 in both Wakulla and Leon Counties
- Improved access to Wakulla County and Crawfordville
- Enhanced infrastructure planning for hurricane evacuation and tourist traffic to and from the coastal areas.

We feel that our goals go hand-in-hand with the goals established for this addition. We support the creation of a safer and more secure transportation system which can be used for our residents, visitors and future businesses, while preserving and managing Florida's transportation system.

Thank you for the opportunity to endorse this very worthwhile project. Your consideration and support of the addition of US 319 from Capital Circle to US 98 to the NHS would be appreciated.

Sincerely,

Mary Ann Lindley, Chairman

Cc: Leon County Board of County Commissioners
Vincent S. Long, County Administrator
Tony Park, P.E., Director of Public Works

Tony Park - US 319 NHS Designation

From: "Paulk, Bryant" <Bryant.Paulk@dot.state.fl.us>
To: Tony Park <ParkT@leoncountyfl.gov>, "Reed, Harry" <Harry.Reed@talgov.com>
Date: 11/25/2014 4:24 PM
Subject: US 319 NHS Designation
CC: "Harrell, Starsky" <Starsky.Harrell@dot.state.fl.us>
Attachments: DRAFT_NHS_Request.pdf

Tony/Harry, the District is in the process of requesting FDOT Central Office add US 319 to the National Highway System. This designation will open up additional funding sources for the widening of US 319 (Crawfordville Hwy) in both Wakulla and Leon Counties. To support these efforts we are requesting a letter of support from the County/CRTPA for this designation. This letter does not have to be from the Board, but if you want to take it to your respective Boards FDOT can have staff present to answer any questions or concerns.

The attached draft memo to FDOT Central Office provides some additional details on the designation request. Let me know if you have any questions. Thanks.

Bryant T. Paulk, AICP
District Three Urban Liaison
Office (850) 330-1371
Bryant.Paulk@dot.state.fl.us



CRTPA RESOLUTION 2015-01-3B

A RESOLUTION of the Capital Region Transportation Planning Agency hereby referred to as the “CRTPA” in support of efforts by the Florida Department of Transportation (FDOT) to modify the National Highway System to include the addition of US 319 from Capital Circle to US 98.

WHEREAS, the highway segment between US 98, a NHS MAP-21 Principal Arterial and the NHS Intermodal Connector, SR 263/Capital Circle from Interstate 10 to the TLH Airport provides an important economic link for the region; and

WHEREAS, US 319 is part of the interconnected urban and rural principal arterials and highways which serves Tallahassee airport and the emerging Port of Port St. Joe; and

WHEREAS, this link leads to south to the rapidly growing area in Wakulla County, well-known for its recreational and ecotourism opportunities, the new educational center, Wakulla Environmental Institute in addition to being major commuter and hurricane evacuation route; and

WHEREAS, the corridor meets the criteria to be on National Highway System as set forth in 23 CFR 407.107(b).

NOW, THEREFORE, BE IT RESOLVED BY THE CRTPA THAT:

It hereby expresses approval and support the FDOT’s request to modify the National Highway System to include the addition of US 319 from Capital Circle to US 98.

DULY PASSED AND ADOPTED THIS 12th DAY OF JANUARY 2015

Capital Region Transportation Planning Agency

By: _____ Attest: _____

Kristin Dozier, Chair

Harry D. Reed III,
CRTPA Executive Director


Leon County
Board of County Commissioners
Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Proposed Local Agency Program Agreement with the Florida Department of Transportation for the Construction of Magnolia Drive Phase 1 Multi-use Trail from South Meridian to Pontiac Drive and a Joint Project Agreement with the City of Tallahassee for Utility Upgrades within the Phase 1 Limits

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Department of Public Works
Lead Staff/ Project Team:	Katherine Burke, P.E., Director of Engineering Services

Fiscal Impact:

This item has a fiscal impact. This item realizes \$861,802 from the Florida Department of Transportation toward the project costs and \$1.1 million from the City of Tallahassee for the utility upgrade work. The balance of the trail project is available in the FY15 capital budget and any overage on the utility work would come from the City in accordance with the terms of the Joint Project Agreement.

Staff Recommendation:

- Option #1: Approve the proposed Local Agency Program Agreement with the Florida Department of Transportation for the construction on Magnolia Drive Phase 1 Multi-use trail from South Meridian to Pontiac Drive (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Approve the draft Joint Project Agreement with the City of Tallahassee for Utility Relocation and Replacements on Magnolia Drive Phase 1 project area (Attachment #2), and authorize the County Administrator to execute in a final form as approved by the County Attorney.
- Option #3: Approve the Resolution and associated Budget Amendment Request realizing the \$861,802 from the Florida Department of Transportation into the County budget and the \$1.1 million from the City of Tallahassee (Attachment #3).

Report and Discussion

Background:

Magnolia Drive is a County-maintained major collector roadway within the City limits and as such, the County is responsible for construction of sidewalk improvements and the City of Tallahassee is responsible for the maintenance of the right of way outside of the roadway.

Magnolia Drive is also a key pedestrian and bicycle corridor listed in the Regional Mobility Plan as well as the current 2014 and previous Safe Routes to School document. Due to the magnitude of the project, it is the only County-maintained roadway on the previous Safe Routes to School that is not fully funded and/or substantially complete.

On April 9, 2013, a workshop on sidewalk policy, priorities, and funding options was held. In preparation for this workshop, staff had a constructability review completed on 64 standalone segments to determine the relative ease and/or difficulty of permitting/construction for each segment. The workshop included the Magnolia Corridor with a sidewalk on one side of the street. It was estimated to cost at least 7.5 million dollars, require some right of way acquisition and have an impact on utilities, and significant stormwater challenges.

Also at the April 9th workshop, the Board directed staff to include in the future budget workshop discussions the addition of the five-cent local option gas tax for sidewalk construction.

On September 17, 2013, the Board approved the five-cent local option fuel tax, which included sidewalks as an eligible expenditure. The Board further directed that approximately one-half of the County's portion of the fuel tax estimated at 1-1.25 million dollars per year be set aside for eligible projects.

On January 21, 2014, the Board approved a two-year implementation schedule for the gas tax and \$125,000 was allocated for the development of 30% construction plans for Magnolia Drive from South Meridian to Chowkeenbin Nene. Staff immediately released this project for the design phase and started the coordination process with the various utilities for adjustments needed to facilitate the 10-foot trail construction. During this key portion of the design process, the City expressed interest in partnering with the County during our trail project to upgrade their water and sewer facilities. Staff has been working with the City on the facility coordination, plan review and coordination with FDOT for this work.

At the September 23, 2014 meeting, the Board accepted the status report on the Magnolia Drive Multi-use Trail. This status report outlined actions taken by staff to date and how and why the multi-use trail alternative was selected. It further defined why the segment from South Meridian to Pontiac Drive was selected as the first phase for construction of the much larger Magnolia Drive Corridor project. This status report focused on the County's activities and detailed that additional funds would be needed to complete the construction and pay for the multi-use trail.

Since the preparation of this status report and as part of the coordination process, the City Water and Sewer Department determined that they wanted to take the opportunity to upgrade/replace their water and sewer mains during our construction process even though the adjustments needed for the trail project would be minimal. To minimize the disruption to the public, it was jointly decided that construction of all proposed improvement under a single contractor would be beneficial. This will require the execution of a Joint Project Agreement (JPA), which outlines the responsibilities of each party for the utility work.

The JPA requires that all utility work be paid for by the City. The County's trail project would be out of traffic and off the pavement, while the City's project will require either lane closures or complete road closures. At the date of this agenda, the Maintenance of Traffic plan for the City utility work has not been submitted, reviewed, or approved so the exact nature of the traffic impact is not yet known.

Because this is a federally funded project that the state is not paying any utility costs, the Florida Department of Transportation (FDOT) is requiring that the construction bids be self-contained. This means that our bid documents and bid forms must be set up as a bid within a bid. All costs attributed to the utility work for mobilization, maintenance of traffic, etc., must be separated from the County's trail work and listed under a separate pay item. Therefore, there will be full cost recovery for the mobilization and maintenance of traffic for the City work, but not for the County project administration. There will be significant effort on the part of County staff to coordinate this utility work within the trail contract, provide construction oversight to assure reconstruction of Magnolia Drive to County standards, review maintenance of traffic, and address residents' concerns.

To address this oversight cost by the County and its outside Construction Inspector tasks needed to manage the project, the City will submit and pay the utility placement permit fee to cover the County's project administration and compliance costs related to utility coordination. This fee is normally waived for JPA work because the relocation work is not voluntary. In this case, the majority of the City's utility work is voluntary and the fee would be paid if not done in conjunction with a JPA. This fee replaces the normal percentage allocation for project administration and will adequately cover the County for the additional costs related to management of the utility work as part of the trail project.

In addition to the normal substantial coordination effort, the federal EEOC requirements still apply to the work. The County is responsible for compliance monitoring. This requires a specialized level of expertise and will be part of the Consultant Construction Management. All pay requests must be reviewed to assure no utility costs are being paid for by FDOT, worker interviews for federal wage and hour compliance and all other federal paperwork must be completed. Even though there are no federal funds allocated for the utility work, the entire project will be audited. Due to the complexities of the project, a full-time Construction Inspection (CEI) firm will be used for this work. It is estimated that the CEI cost will be about \$160,000.

Analysis:

This item seeks Board approval of the proposed draft LAP agreement with FDOT and the associated Budget Amendment Request to realize the grant funding. This is the formalization of the grant and provides the mechanism for FDOT to reimburse the County for up to \$ 861,802 of construction expenses for the ten-foot multi-use trail from South Meridian to Pontiac Drive. The trail portion of the project is estimated to cost \$940,000. The estimated cost of the project, including the CEI, will exceed the grant by about \$238,198. Funds are available in the Community Safety and Mobility account to cover the expected difference.

The proposed JPA with the City provides for City reimbursement to the County for all contractor construction costs associated with its water and sewer. It further agrees to pay the standard utility placement permit fee for its work. This permit fee will cover the County's administrative costs related to coordination and compliance monitoring work.

As of the submittal deadline for this agenda request, staff was awaiting the City Attorney's final approval of the County Attorney's revisions included in the draft JPA. Although it is expected that the City Attorney's office will have no objection to the suggested revisions, the Board is requested to approve the draft JPA in a final form as approved by the County Attorney in order to address any additional minor revisions that may be requested by the City.

As directed by the Intergovernmental Agency (IA), the balance of the Magnolia project will be considered for Blueprint funding at the March IA meeting.

Options:

1. Approve the proposed Local Agency Program Agreement with the Florida Department of Transportation for the construction on Magnolia Drive Phase 1 Multi-use trail from South Meridian to Pontiac Drive (Attachment #1), and authorize the County Administrator to execute.
2. Approve the draft Joint Project Agreement with the City of Tallahassee for Utility Relocation and Replacements on Magnolia Drive Phase 1 project area (Attachment #2) in a final form as approved by the County Attorney, and authorize the County Administer to execute.
3. Approve the Resolution and associated Budget Amendment Request realizing the \$861,802 from the Florida Department of Transportation and \$1.1million from the City of Tallahassee into the County budget (Attachment #3).
4. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Local Agency Program Agreement with FDOT for Phase 1 Magnolia Multi-use Trail
2. Joint Project Agreement with the City of Tallahassee for the Utility Relocation and replacement on Magnolia Drive Phase 1
3. Resolution and associated Budget Amendment Request

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LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Leon County , Florida 2280 Miccosukee Road Tallahassee, FL 32308	FPN: 409803-7-58-01, 409803-7-58-02, & 409803-7-68-01
--	--

PROJECT DESCRIPTION

Name: CR 265 Magnolia Drive Sidewalk/Multi-Use Path – Phase I Length: .644 miles
Termini: from South Meridian to Pontiac Drive

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: FY: FY: Total Planning Cost			
Project Development & Environment (PD&E) FY: FY: FY: Total PD&E Cost			
Design FY: FY: FY: Total Design Cost			
Right-of-Way FY: FY: FY: Total Right-of-Way Cost			
Construction FY: 2015 FY: 2016 FY: 2017 FY: 2018 Total Construction Cost	\$2,040,000.00 \$2,040,000.00	\$1,178,198.00 \$1,178,198.00	\$861,802.00 \$861,802.00
Construction Engineering and Inspection (CEI) FY: 2015 FY: 2016 FY: 2017 Total CEI Cost	\$160,000.00 \$160,000.00	\$160,000.00 \$160,000.00	\$0.00 \$0.00
Total Construction and CEI Costs	\$2,200,000.00	\$1,338,198.00	\$861,802.00
TOTAL COST OF THE PROJECT	\$2,200,000.00	\$1,338,198.00	\$861,802.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

**FPN: 409803-7-58-01, 409803-7-58-02
& 409803-7-68-01**

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Leon County, Florida.

PROJECT LOCATION:

The project ____ is X is not on the National Highway System.

The project ____ is X is not on the State Highway System.

PROJECT DESCRIPTION:

This project will be for the construction of a 10 ft multi-use trail on the south side on County Road 265 Magnolia Drive from South Meridian to Pontiac Drive with the necessary storm water conveyance and storage control handrails.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency will upload all relevant documentation related to this project into the Department's Local Agency Program Information Tool (LAPIT) System.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction Letting by May 2015
- b) Construction Begin by July 2015
- c) Construction to be completed by April 2016.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the Construction and CEI not to exceed \$861,802.00.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY LEON COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Vincent S. Long
Title: County Administrator

By: _____
Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Attest: _____
Title: Clerk of the Court

Attest: _____
Title:

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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the Agency requests payment. Invoices which have to be returned to the Agency because of Agency 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 Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. 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.

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portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department 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 payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless

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by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved

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information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined

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9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide

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7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

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profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes) unless the records are exempt.

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

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notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-

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fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written

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funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its

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3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) 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."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the 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 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed

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appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

Removal of All Funds

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the Project on or before June 30, 2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the Project is \$ 2,200,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the Project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

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FPN: 409803-7-58-01	Fund: SU, LF	FLAIR Approp: _____
Federal No: 4413-007-U	Org Code: _____	FLAIR Obj: _____
FPN: 409803-7-58-02	Fund: LF	FLAIR Approp: _____
Federal No: 4413-007-U	Org Code: _____	FLAIR Obj: _____
FPN: 409803-7-68-01	Fund: LF	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: 55 (Leon)	Contract No: _____	Vendor No: VF596000708032
Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 19-373-0645		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Leon County, Florida a charter county and political subdivision of the State of Florida hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of Magnolia Drive Sidewalk/Multi-Use Trail Phase I and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A, B, C, & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

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EXHIBIT "C"

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTS**

**FPN: 409803-7-58-01, 409803-7-58-02
& 409803-7-68-01**

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Leon County, Florida.

EXISTING CONSULTANT CONTRACTS:

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act(CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record(EOR) on a project shall not be considered for construction engineering and inspection(CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

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EXHIBIT "1"
SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: FPID 409803-7-58-01\$861,802.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

**LEON COUNTY – CITY OF TALLAHASSEE JOINT PROJECT AGREEMENT
WATER AND WASTEWATER INFRASTRUCTURE RELOCATION OR INSTALLATION
FOR MAGNOLIA MULTI-PURPOSE TRAIL/SIDEWALK PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **City of Tallahassee**, a Florida municipal corporation (“**City**”), and **Leon County, Florida** (“**County**”), a charter county and political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the County is constructing, reconstructing or otherwise improving the Magnolia Drive Multi-Purpose Trail/Sidewalk infrastructure (County Road _____), which has been designated by the County as Leon County Bid No. _____, (“**Project**”); and,

WHEREAS, completion of the Project requires the adjustment, relocation, upgrade or installation of certain City water distribution and wastewater collection infrastructure within the area of the Project (such work or portion thereof being hereafter referred to as “**Utility Work**”); and,

WHEREAS, the City has expressed its desire to have such Utility Work constructed by the County’s contractor for the Project, simultaneously with construction of the Project, and has agreed to pay certain costs incurred for construction of such Utility Work; and,

WHEREAS, the County has received funding from the Florida Department of Transportation (“**FDOT**”), through the Local Agency Program (“**LAP**”) Agreement, and the City agrees that all work included in the construction bid for the Project must meet all applicable federal standards; and,

WHEREAS, the City has requested the County to include, in its bid documents for the Project, both the plans and specifications for the Project (“**Project Plans**”) and the plans and specifications furnished by the City for construction of the Utility Work; and,

WHEREAS, the plans and specifications for the said Utility Work will be reviewed by the County and the City; and

WHEREAS, the County and the City have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into this Joint Project Agreement (“**JPA**”) to provide for completion of the Utility Work simultaneously with, and as part of the same contract as, the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. This JPA will apply to all Utility Work located within the limits of the Project, as included in the plans, specifications, and estimate for the Utility Work prepared by the City and approved by the County.

2. A. The City shall deliver to the County, in a form suitable for reproduction by the County, certain design documents, plans, and specifications for the Utility Work, which are more specifically identified as “Magnolia Drive Water and Wastewater Utility Upgrade Contract Plans” (“**Utility Work Plans**”) including a Utility Work Schedule (“**UWS**”). Such Utility Work Plans shall include a summary of the unit price elements of work (“**Pay Items**”) and associated estimated quantities included within the Utility Work. The City shall pay for the quantities of all such Pay Items actually installed in construction of the Utility Work. The bid quantity sheet shall have its own maintenance of traffic and Mobilization and Erosion Control so that all costs associated with the Utility Work are accounted for separately in the utility unit and lump sum pay items.

B. In lieu of administrative fees for the County’s performance of LAP Agreement-related tasks, the City shall pay the County a \$40,000.00 utility placement permit fee. The City shall make this payment subsequent to the County award of the Utility Work..

3. All of the work on the JPA shall be completed in accordance with the Project Plans and the Utility Work Plans, which are by reference made a part hereof. The City shall be responsible for verifying the accuracy of the County's underground survey information. The County and the City, as applicable, shall promptly notify the other of any errors or omissions discovered in such survey information. All errors, omissions and changes in the Utility Work Plans shall be the sole responsibility of the City, except for those changes resulting from or caused by errors, omissions or changes in the design of the Project after completion of the 100% design documents, which changes shall be the sole responsibility of the County and shall be made by the City’s design professional at the County’s sole cost.

In the event of conflict between the Utility Work Plans and the Project Plans, the Project Plans shall take precedence, except in the event of conflicts between the Utility adjustment plan sheets and the Utility Work Plans, the Utility Work Plans shall take precedence.

4. The City, at its sole expense, shall furnish all engineering inspection, testing and monitoring of the Utility Work and shall furnish the County's engineer, at her/his request, copies of log books and quantities of work performed by the Contractor. The County shall provide all necessary Project contract administration and enforcement. The coordination of the Utility Work with that of the County's Contractor, and with work by other utility owners or their contractors, shall be the responsibility of the County, and the City shall cooperate fully in this matter. The City, upon request of the County, shall promptly furnish to the County all information required for change orders or supplemental agreements pertaining to the Utility Work.

5. The County shall receive bids for the Utility Work at the same time as bids for the Project. All bids for said Utility Work shall be taken into consideration in the award of a contract for construction of the Project, which award shall be based on the lowest responsive, responsible bid for all work (i.e., both the Project and the Utility Work). The City shall have the right to review the bid for the Utility Work and to (i) proceed with construction, by the County's contractor, of all Utility Work, or (ii) reject the bid of the County's contractor and arrange, at its own expense, for the prompt construction of the Utility Work. In proceeding with the Project, the following shall apply:

(a) The City shall notify the County of its decision with respect to how to proceed with construction of the Utility Work.

(b) Upon the receipt of such notice, the County shall amend the contract documents for the Project, as appropriate, prior to award.

(c) The City, should it chose not to have the County contractor perform any of the Utility Work, shall cooperate with the County's contractor to schedule the sequence of the utility adjustments and relocations required for the Project.

(d) Should the City choose not to have the County's contractor construct any of the Utility Work, the City, or its contractor for the Utility Work, shall defend any legal claims asserted against the County by the County's contractor due solely to delays caused by the City's failure to comply with the utility adjustments and relocation schedule provided by the City to the County; provided, however, that neither the City nor its contractor for the Utility Work shall be responsible for delays in construction of the Utility Work caused by circumstances beyond its reasonable control.

(e) In performance of the Utility Work, the City shall require its contractor to comply with all applicable laws and with the applicable maintenance of traffic plan. In addition, the City's contractor shall comply with the same conditions required of the County's contractor in paragraph 8 below including, but not limited to, the posting of a performance bond and the naming of the County as an additional insured.

6. All adjustments, relocations, repairs and other work required to be performed in relation to utility facilities, if any, within this Project which are owned by the City but not included in the Utility Work Plans shall be the sole responsibility of the City and shall be the subject of either a separate agreement and utility relocation schedule or a change order to the County's contract for construction of the Project. All such work shall be coordinated with the construction of this Project and performed in a manner that will not cause delay to the County's contractor.

7. All services and work under the construction contract for the Project shall be performed to the satisfaction of the Leon County Director of Public Works, or his designee; provided, however, that all Utility Work performed under that contract shall also be performed to the satisfaction the City's General Manager – Underground Utilities, or his designee. The said County and City representatives shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes thereunder, with the exception of those related to the Utility Work, shall be final and conclusive upon the parties hereto. All such questions, difficulties, claims, and disputes regarding the Utility Work Plans or the Utility Work shall be decided or resolved, in good faith, in accordance with the following process:

(a) The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, the date of occurrence (if known), and the proposed resolution, hereinafter referred to as the "Dispute Notice."

(b) Should the parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their

decision, in writing, to the City Commission and the Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and the Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

(c) If a dispute is not resolved by the foregoing steps within forty-five (45) days after the receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

(d) If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

(1) Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

(2) Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

(3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

8. Following receipt of bids for the Project, the County will promptly notify the City of the proposed contract price, and the City, if it desires to proceed with the Utility Work, or portion thereof, as part of the County's contract for the Project, shall deposit with the County the proposed contract price for such Utility Work, which amounts shall be held in escrow by the County and disbursed only in accordance with this Agreement. As required by Florida law, the County will require its contractor to post a performance and payment bond for all work on the Project, including the Utility Work, and will ensure that the City is named as a beneficiary or insured under such bond. The bond shall be issued by a surety and in a form reasonably acceptable to both the City and the County. The County shall also cause the City to be named as an additional insured with respect to insurance coverage, other than Workers' Compensation or Professional Liability, provided by the County's contractor and will provide the City with a copy of any certification of coverage received by the County from its contractor.

9. At any time after award of the contract for the construction of the Project, the County may request the City to make an additional deposit if it determines that the cost of the Utility Work will exceed the amounts previously deposited by the City as a result of an increase in the quantity of one or more Pay Items, or construction delay caused by the City, or changes in the Utility Work for which the City is responsible under Section 3 hereof. The County shall request such additional deposit by delivery of invoices to the City. The City, subject to resolution of any disputes in accordance with Section 7, shall make such additional deposit within thirty (30) days following delivery of such invoice to the City. Should the total amount of all deposits for the Utility Work made by the City exceed the actual cost of the Utility Work, the County shall refund such difference to the City within ten (10) days following final payment for such work to the County's contractor.

10. The Utility Work shall be performed in accordance with the Utility Work Plans, which include the City's standard specifications. The County shall neither accept nor make payment for any portion of the Utility Work that fails to meet such requirements unless the City consents, in writing, to such payment. All requests for payment for any portion of the Utility Work must be approved by the City before payment. Each month, the County's construction contractor shall submit to the County and the City a separate invoice for the Utility Work that has been completed and accepted. The City's project

manager shall have seven (7) calendar days from receipt of an invoice to review the invoice and shall raise any objections or issues he or she may have with respect to the invoice. The County shall not pay any invoices of the County's contractor for which the City has raised objection or taken issue until said issues have been resolved to the City's satisfaction. Upon completion and acceptance of the Utility Work, the City shall own, control, maintain and be responsible for all such facilities, according to the terms of the applicable utility permit.

11. The City and County covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by any person or legal entity caused by the negligent or wrongful act or omission of any employee of the party while acting within the scope of their employment or office. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled.

12. Within one hundred eighty (180) days following the date of final payment under the contract for the Project, the County shall furnish the City with two (2) copies of its final and complete billing of all costs incurred in connection with the Utility Work, such statement to follow as closely as possible the order of the items contained in the job estimate. The final accounting will show the following with regard to the Project and the Utility Work: a description of the work and the site; the date on which the first work was performed and the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. All cost records and accounts maintained by the County or their consultant managing construction of the Project shall be subject to audit by a representative of the City within three (3) years after acceptance of the Project.

13. Should either party be required to file litigation to enforce any terms or provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorneys' fees and court costs.

14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this

Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

16. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF TALLAHASSEE

Attest:

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

By: _____
Anita Favors Thompson, City Manager

Date: _____

Approved as to form:

By: _____
City Attorney

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long, County Administrator

Date: _____

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

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 27th day of January, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2014/2015 BUDGET AMENDMENT REQUEST

No: BAB15009
Date: 1/12/2015

Agenda Item No: _____
Agenda Item Date: 1/27/2015

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	055010	334492	000	FDOT - Magnolia Drive Multi-Use Trail	-	861,802	861,802
125	055010	337405	000	COT Reimb - Magnolia Drive Multi-Use Trail	-	1,100,000	1,100,000
Subtotal:						1,961,802	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	055010	56300	541	Magnolia Drive Multi-Use Trail Improvement Other Than Buildings	-	1,961,802	1,961,802
309	055010	56300	541	Magnolia Drive Multi-Use Trail Improvement Other Than Buildings	-	238,198	238,198
309	056005	56300	541	Community Safety & Mobility Improvement Other Than Buildings	2,350,623	(238,198)	2,112,425
Subtotal:						1,961,802	

Purpose of Request:

This amendment budgets funding from the Florida Department of Transportation (\$861,802) and the City of Tallahassee (\$1,100,000) for the Magnolia Drive Phase 1 Multi-use Trail (South Meridian to Pontiac Drive) LAP agreement. FDOT will reimburse the County for up to \$861,802 of the estimated \$940,000 construction expenses for the 10 ft multi-use trail from South Meridian to Pontiac Drive. The City will reimburse the County for all contractor construction costs associated with its water and sewer utility upgrade/replacement project within Phase 1 of the Magnolia Drive Trail project. This amendment also realigns \$238,198, the balance of the multi-use trail construction costs (including \$160,000 for Construction Inspection), from Community Safety and Mobility project to the Magnolia Drive Multi-Use Trail project.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐

**Leon County
Board of County Commissioners**


Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Donation of 0.9 acres of Real Property from American Campus Communities behind the Dr. B.L. Perry Jr. Library

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E, Director, Public Works Tom Brantley, P.E., Director, Facilities Management
Lead Staff/ Project Team:	Graham Stewart, Real Estate Manager

Fiscal Impact:

There is no fiscal impact to Leon County. The assessed value of the remaining College Club parcel will only decrease by \$1.00, based on the Property Appraiser's pro-rated tax statement; therefore, there is no fiscal impact from removing this 0.9-acre parcel from the tax roll.

Staff Recommendation:

Option #1: Accept the donation and conveyance of 0.9-acre of land received from American Campus Communities and accept the Warranty Deed (Attachment #1).

Report and Discussion

Background:

Leon County owns the Dr. B.L. Perry Jr. branch library that is located on the south side of Tallahassee at 2817 South Adams Street (Attachment #2). The library sits on a parcel of land 2.78 acres in size on the east side of Adams Street. Located within the same city block to the east and south of the library is an apartment complex known as College Club Apartments. The land associated with the apartments is an irregular shaped 9.31-acre piece of property. A “flagpole-shaped” portion of the parcel extends behind the library along its eastern boundary property line. This “flagpole” portion of apartment property encompasses approximately 0.9 acres located in the middle of the city block and is currently undeveloped. This undeveloped section of the apartment property is currently used for environmental credits towards the required natural area for the development of the apartments that was required by the Leon County DSEM at the time the apartment project was developed. .

Over the past several years, this undeveloped portion of the apartment’s property became overgrown and was inadequately maintained by the owners. In 2009, the Tallahassee Fire Department was called to put out fires started by trespassers in the thicket. Additionally, the property has been used as a dumping ground for trash and other illegal activities. After these and several other incidents, Leon County Facilities Management became increasingly concerned about the activities happening on this property due to its close proximity to the library and for the safety of the library property and its patrons.

In September 2009, Facilities Management contacted American Campus Communities who own the property, in an attempt to resolve some of these issues. After some discussion, the owners of the apartment property indicated that they were willing to donate the 0.9-acre “flagpole” portion of property to Leon County. Throughout the Fall of 2009, Facilities Management took the steps necessary to complete the due diligence on the 0.9-acre of property donation offer. However, during the donation process, American Campus Communities experienced some internal obstacles with the donation and the process was stopped. However, in March 2013, a regional manager of American Campus Communities reached out to Facilities Management to explain that all of their internal issues had been satisfied and they would like to re-offer the property for donation if the County was still interested in possessing it.

The Facilities Management Real Estate unit has worked to acquire the property. A joint effort between Facilities Management, Real Estate, and the County Attorney’s office continued throughout 2013 and 2014 to satisfy all of the environmental and legal issues required to sever this piece and take title to the property. The major environmental issue with this acquisition is that the property’s current use as environmental green space serves as credit for the apartment property and must be preserved. In order to satisfy this issue, the City of Tallahassee and Leon County agreed that the donated parcel will remain undeveloped and that a conservation easement and landscape maintenance plan will govern the use of the property in the future. This approach was approved and accepted by the City of Tallahassee.

In order to comply with current planning and zoning regulations, a technical amendment was required as part of the acquisition. Current zoning regulations do not permit the creation of any new parcels of property through the subdivision of a parcel of property in this area. The technical amendment must be completed upon the property ownership transfer and will be used to redraw the parcel boundary lines of both the College Club Apartments parcel and the Dr. B.L. Perry Jr. Library parcel.

Analysis:

The donation of the 0.9-acre parcel was completed November 4, 2014. Upon the acceptance of this property by the Board, the 0.9-acre donated parcel will be severed from the apartment property and will become part of the Library property.

Acceptance of the 0.90-acre property serves two purposes:

- 1) It will allow Leon County to have more control of the activities happening behind the library that have caused issues in the past.
- 2) It will allow Leon County to maintain a larger buffer and enhanced outdoor green space area behind the library from adjacent parcels and uses.

There are several large trees located on the donated 0.9-acre parcel that cannot be removed as required by the landscape maintenance plan. The landscape maintenance plan will allow Leon County to remove the underbrush, clear the site of unwanted vegetation, allow for better visibility of the property, and to erect a fence that would control access to the property from the other adjacent parcels to discourage any undesirable activities from occurring in the future. Staff agrees that the acceptance of the property, together with the property maintenance will be a great benefit for the Library property that will include enhanced outdoor green space and security of the property.

Options:

1. Accept the donation and conveyance of 0.9-acres of land received from American Campus Communities and accept the Warranty Deed (Attachment #1).
2. Do not accept the donation or conveyance of 0.9-acres of land from American Campus Communities.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Copy of recorded Warranty Deed dated November 4, 2014
2. Location Map

VSL/AR/TP/TB/GS/gs

Prepared by and Return to:
Laura Mason
Owen Title Company, Inc.
pursuant to the issuance of title insurance
2865 Remington Green Circle
Tallahassee, Florida 32308
Our File Number: 14-6976

For official use by Clerk's office only

STATE OF Florida)
COUNTY OF LEON)

SPECIAL WARRANTY DEED

THIS INDENTURE, made this November 4, 2014, between ACC OP CC I-TALLAHASSEE, LLC, a Delaware Limited Liability Company, whose mailing address is: 12700 Hill Country Blvd., Suite T-200, Austin, TX 78738, party of the first part, and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose mailing address is: Division of Real Estate Management, Attention Real Estate Manager, 1907 South Monroe Street, Tallahassee, FL 32301, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, to wit:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY
REFERENCE

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part, but against none others.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on October 30, 2014.

Signed, sealed and delivered
in the presence of:

ACC OP CC I-TALLAHASSEE, LLC

Adrian Buchanan
Witness signature

ADRIAN BUCHANAN
Print witness name

Sarah Chiu
Witness signature

Sarah Chiu
Print witness name

By: Jonathan Graf
Print Name: Jonathan Graf
Title: Vice President

(Corporate Seal)

State of Texas
County of Tarrant

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of November 2014 by,
Jonathan Graf as Vice President of ACC OP CC I-TALLAHASSEE, LLC who is personally known to me or who has produced
drivers license as identification.

Deborah Elliott
Notary Public

Deborah Elliott
Print Notary Name

My Commission Expires: April 11, 2015

Notary Seal

DEED - Special Warranty Deed - Corporate

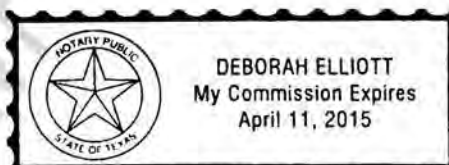


Exhibit "A"

page 1 of 2

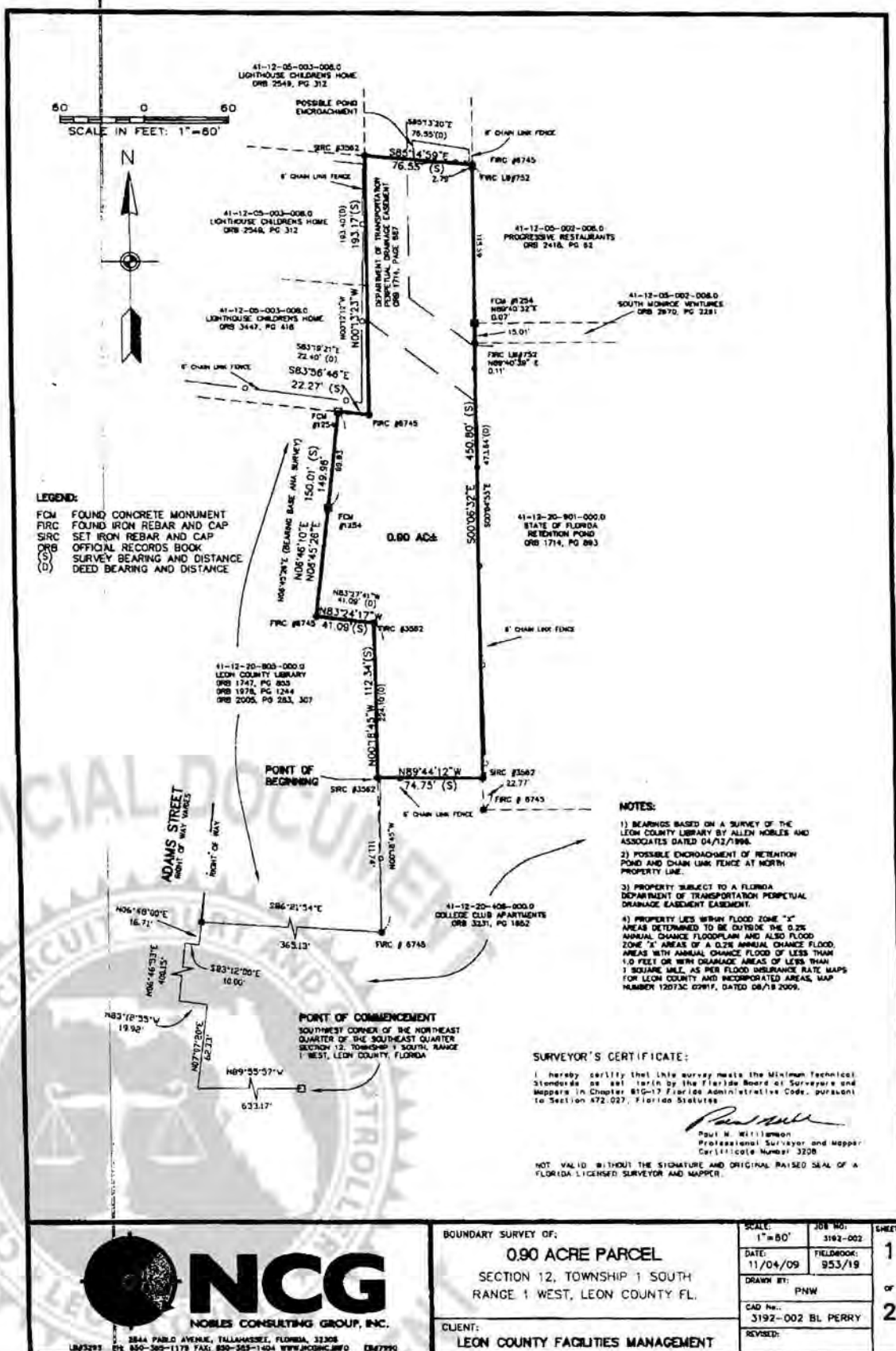




Exhibit "A"

page 2 of 2

2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P:850.385.1179
F:850.385.7404NCG PROJECT NUMBER 3192-002
NOVEMBER 05, 2009
SHEET 2 OF 2

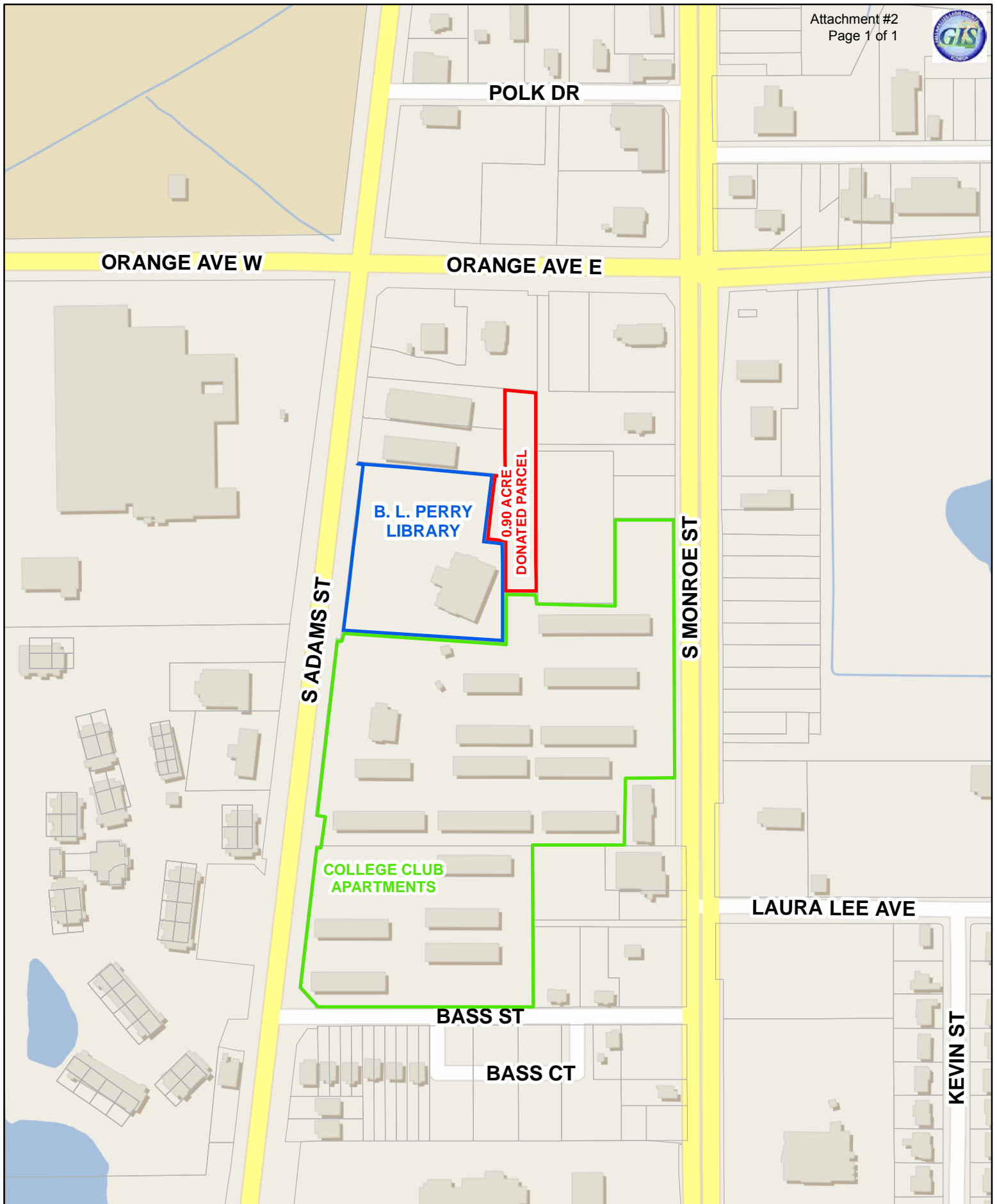
0.90 ACRE PARCEL

A part of that property recorded in Official Records Book 3231, Page 1652 of the Public Records of Leon County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northeast quarter of the Southeast quarter of Section 12, Township 1 South, Range 1 West, Leon County, Florida and run thence North 89 degrees 55 minutes 57 seconds West a distance of 633.17 feet to a point on the Easterly right of way of South Adams Street (State Road No.363) as established by the Florida Department of Transportation Right of Way Map Section 55520-2701, dated May 22, 1972 and revised August 06, 1975; thence run North 07 degrees 07 minutes 20 seconds East along said right of way a distance of 62.33 feet; thence North 83 degrees 12 minutes 55 seconds West along said right of way a distance of 19.92 feet; thence North 06 degrees 46 minutes 53 seconds East along said right of way a distance of 400.15 feet; thence South 83 degrees 12 minutes 00 seconds East a distance of 10 feet; thence North 06 degrees 38 minutes 00 seconds East along said right of way a distance of 16.71 feet to a found iron rebar and cap (# 6745) marking the Southwest corner of that property recorded in Official Records Book 1747, Page 855, Official records Book 1978, Page 1244 and Official Records Book 2005, Pages 283 and 307 of the Public Records of Leon County, Florida; thence leaving the said Easterly right of way run South 86 degrees 21 minutes 54 seconds East along the southerly boundary of those properties recorded in said Official Records Book 1747, Page 855, Official Records Book 1978, Page 1244 and Official Records Book 2005, Pages 283 and 307 a distance of 365.13 feet to a found iron rebar and cap; thence North 00 degrees 17 minutes 50 seconds West along the easterly boundary of said property a distance of 111.74 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said easterly boundary as follows: North 00 degrees 17 minutes 50 seconds West a distance of 112.34 feet to a found iron rebar and cap (#3562); thence North 83 degrees 23 minutes 23 seconds West a distance of 41.09 feet to a found iron rebar and cap (#6745); thence North 06 degrees 46 minutes 21 seconds East a distance of 149.96 feet to a found concrete monument (#1254) marking the Northeast corner of said property; thence South 83 degrees 55 minutes 52 seconds East a distance of 22.27 feet to a found iron rebar and cap (#6745) marking the Southwest corner of that property recorded in Official Records Book 3447, Page 418; thence North 00 degrees 12 minutes 29 seconds West along the easterly boundary of that property recorded in Official Records Book 3447, Page 418 and Official Records Book 2549, Page 312 a distance of 193.17 feet to the Northeast corner of that property recorded in Official Records Book 2549, Page 312 of the said Public Records; thence South 85 degrees 14 minutes 05 seconds East a distance of 76.55 feet to a found iron rebar and cap (#6745); thence South 00 degrees 05 minutes 38 seconds East along the Westerly boundary of those property recorded in Official Records Book 2418, Page 62, Official Records Book 2670, Page 2291, and Official Records Book 1714, Page 893 a distance of 450.80 feet; thence North 89 degrees 43 minutes 18 seconds West a distance of 74.75 feet to the POINT OF BEGINNING, containing 0.90 of an acre more or less, and being all in Section 12, Township 1 South, Range 1 West, Leon County, Florida

The above described property being subject to a Florida Department of Transportation perpetual drainage easement recorded in Official Records Book 1714, Page 887 of the said Public Records of Leon County, Florida.

PENSACOLA · NICEVILLE · CHIPLEY · TALLAHASSEE · VALDOSTA



1 inch = 275 feet

0 125 250 500 Feet

Created By: Jason Cox - GIS Specialist - 606-5594
Date: 12/11/2014



- 0.90 Acre Donated Parcel**
- B. L. Perry Library**
- College Club Apartments**

Page 300 of 1065

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

Posted at 7:00 p.m. on January 16, 2015

**Leon County
Board of County Commissioners**


Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Proposed Agreement Accepting the Energy Efficient Retrofits for Public Facilities Grant in the Amount of \$68,374 to Upgrade the HVAC System at the Dr. B.L. Perry, Jr. Branch Library

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Department of Public Works Tom Brantley, P.E., Director, Facilities Management Division
Lead Staff/ Project Team:	Shelley Cason, Facilities Sr. Operations Manager

Fiscal Impact:

This item is associated with a grant. The County will receive \$68,374 in grant funds from the Florida Department of Agriculture and Consumer Services to upgrade the HVAC system at the Dr. B.L. Perry, Jr. Branch Library. This grant does not require a match from the County.

Staff Recommendation:

- Option #1: Approve the Proposed Agreement (Attachment #1) accepting the Florida Energy Efficient Retrofits for Public Facilities Grant in the amount of \$68,374 to upgrade the HVAC System at the Dr. B.L. Perry, Jr. Branch Library (Attachment #2), and authorize the County Administrator to execute the Agreement.
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #3).

Report and Discussion

Background:

This item seeks Board acceptance of the Energy Efficient Retrofits for Public Facilities Grant in the amount of \$68,374 to upgrade the HVAC system at the Dr. B.L. Perry, Jr. Branch Library. Grant opportunities are constantly sought to assist with implementations of numerous sustainable initiatives.

In November 2014, the Division of Facilities Management submitted an application for grant funding through the Florida Department of Agriculture and Consumer Services (FDACS). The Energy Efficient Retrofits for Public Facilities Grant provides Leon County the opportunity to transform the HVAC system of one of the County's most heavily used branch libraries into a more energy efficient and environmentally friendly HVAC system. This Branch Library is open five days a week, averaging 45 hour per week, and is in close proximity of two major colleges. During FY 13/14, a total of 111,192 patrons visited the facility, averaging 45 patrons per hour.

Analysis:

The Dr. B. L. Perry, Jr. Branch Library is the highest energy-consuming library in the Leon County branch library inventory. The facility historically operates at an average consumption rate of .062 kwh/sq/ft occupied hours. The average balance of the other branch libraries operates at .037 kwh/sq/ft occupied hours. This represents a 68% above average operating consumption. Historically, Leon County had encountered a similar energy-consumption issue at another branch library facility; changes were made in the heating and air conditioning equipment to impact higher load efficiency. In that case, consumption was reduced from .049 kwh/sq/ft operating hours to .039 kwh/sq/ft operating hours - a 20% efficiency gain. This grant would pursue a comparative project scope and should produce improved energy savings.

In December 2014, the Division was notified that Leon County's proposal was one of the applications that met the threshold requirements to be eligible for funding. Prior to the final determination of awards being approved, the Florida Department of Agriculture and Consumer Services must conduct site visits and further verification. A site visit with the Grant Agency was held on January 8, 2015. This program is utilizing residual state funds and, as such, is very time-sensitive. The FDACS is requiring the agreement for this funding to be processed and returned by the County within 14 working days of receipt. The grant agreement for this project is not yet available, but it is expected to be similar to the draft agreement, which was utilized for another FDACS energy retrofit grant. Due to these time constraints, staff requests the Board approve the draft Agreement and authorize the County Administrator to execute the Grant Agreement with the FDACS, in a form approved by the County Attorney.

Options:

1. Approve the draft Agreement (Attachment #1) accepting the Florida Energy Efficient Retrofits for Public Facilities Grant in the amount of \$68,374 to upgrade the HVAC System at the Dr. B.L. Perry, Jr. Branch Library (Attachment #2), and authorize the County Administrator to execute the Grant Agreement, in a form approved by the County Attorney.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #3).
3. Do not accept the Florida Energy Efficient Retrofits for Public Facilities Grant in the amount of \$68,374 to upgrade the HVAC System at the Dr. B.L. Perry, Jr. Branch Library.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Draft Agreement
2. Energy Efficient Retrofits for Public Facilities Grant
3. Resolution and associated Budget Amendment Request



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

GRANT AGREEMENT NO. #####

STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO
[GRANT MANAGER NOTE: Select appropriate Federal Agency]
UNITED STATES DEPARTMENT OF ENERGY AWARD(S)
UNITED STATES DEPARTMENT OF AGRICULTURE AWARD(S)

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES whose address is 407 South Calhoun Street, Tallahassee, Florida 32399-0800 (hereinafter referred to as the "Department") and the _____, whose address is _____ (hereinafter referred to as "Grantee" or "Recipient"), a [GRANT MANAGER NOTE: Specify type of entity:] _____, to provide financial assistance for the [GRANT MANAGER NOTE: Insert project name:] _____.

In consideration of the promises and mutual agreements contained herein, the Department and the Grantee acknowledge and agree as follows:

1. The [United States Department of Energy (USDOE)/United States Department of Agriculture (USDA)] [GRANT MANAGER NOTE: Select appropriate Federal Agency throughout] awarded funding to the Department pursuant to [USDOE/USDA] Grant Agreement No. _____. [GRANT MANAGER NOTE: Insert the USDOE/USDA award number in this blank, and insert the same number in Section 33] The Grantee shall be a sub-grantee of federal financial assistance from [USDOE/USDA]. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably. [GRANT MANAGER NOTE: The Attachment A (Grant Work Plan) must include the accepted proposal's description of the project, Grantee responsibilities, deliverables expected, budget breakdown by category and line-item, and project timeline.]
3. This Agreement shall begin upon execution by both parties and end no later than _____, inclusive. If allowed by [USDOE/USDA], this Agreement shall be effective _____ for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Grant Work Plan. Profit to the Grantee or any of its sub-grantees is prohibited by [10 CFR Part 600 (if USDOE) or 7 CFR Part 3016 (if USDA)]. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the [USDOE/USDA] and/or the Florida Legislature.
4. A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Department shall reimburse the Grantee for allowable costs on a [Time-Option 1 – preferred:] quarterly OR [Time-Option 2 – alternative:] not more frequently than monthly [continue here for both options:] cost reimbursement basis in an amount not to exceed \$_____ after receipt and approval by the Department's Grant Manager of satisfactory reports and documentation as required in this Agreement. [Match-Option 1 – preferred:] The parties agree that the Grantee is responsible for providing a minimum match of \$_____ toward the project described in Attachment A. All cost sharing or match shall meet any applicable federal requirements. OR [Match-Option 2 – if no match is required] The parties understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes between approved, funded budget categories up to ten percent (10%) of the total, approved Grant funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Department agrees to review a request by the Grantee to modify

Attachment A, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, cannot be accomplished for the current estimated project cost. If the Department agrees to a modification of Attachment A, it may be modified not to exceed the awarded funding identified above. Any such modification would be by formal written amendment, in accordance with Section 37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A or the available project funding.

- C. All reimbursement requests under this Agreement shall be submitted using the Attachment B format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a properly completed Attachment B, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4.D. Ten percent of each approved reimbursement request shall be retained by the Department pending Grantee's compliance with Section 8.
 - D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of state and federal funds. The State of Florida guidelines for allowable costs include, but are not limited to, the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.
 - E. In addition to the invoicing requirements contained in paragraphs 4.C & 4.D. above, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
- 5. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Department's obligations under this Agreement. In the event of a state revenue shortfall, withdrawal of state budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Department, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.
 - 6. The Grantee shall submit, using Attachment C, [monthly/quarterly] updates to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. **[Option 1 – (quarterly) preferred]** Attachment B may not be submitted more frequently than on a quarterly basis and must be accompanied by an Attachment C corresponding to the last month of the quarter for which payment is requested. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. **[OR Option 2 – (monthly) alternative]** Attachment B may not be submitted more frequently than on a monthly basis and must be accompanied by an Attachment C, Report, for the corresponding month. Attachment C shall be submitted to the Department no later than five (5) calendar days following the completion of the monthly reporting period. **[For both options, continue with:]** The Department's Grant Manager may request additional information if the Department's Grant Manager determines it is necessary. The Department's Grant Manager shall have ten (10) calendar days to review deliverables and payment requests submitted by the Grantee.
 - 7. The Grantee shall submit an Annual Report not later than 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K.
 - 8. The Grantee shall also submit a Final Report no later than 15 calendar days prior to the expiration date of the Agreement. **[Option 1: For USDOE grants:]** The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. **[Option 2: For USDA grants – GRANT MANAGER NOTE: Final Report criteria still needs to be**

established for USDA.] [For all grants, continue with:] Pursuant to paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.

[GRANT MANAGER NOTE for Section 9 (below): One of the following indemnification provisions must be included in all agreements.]

9. **[Option 1: For agreements with private or nonprofit organizations.]** The Grantee shall save and hold harmless and indemnify the State of Florida, the Department and [USDOE/USDA] against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss of and/or damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, his subcontractor or any of the employees, agents or representatives of the Grantee or subcontractor.
- [Or Option 2: For agreements with State of Florida governmental entities.]** Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10. A. Department staff will perform compliance monitoring during the term of the Agreement, in addition to the review of [Monthly/Quarterly] Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, [Monthly/Quarterly] Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.
- B. For each onsite compliance monitoring visit, Department staff will provide an oral exit interview and a written monitoring report to the Grantee.
- C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Department's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Department may proceed under Section 11 and/or Section 14.
11. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
12. **[If Grantee is not a university, use this language:]** The Department may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
- [If Grantee is a university, use this language instead:]** The parties may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
13. This Agreement may be unilaterally terminated by the Department for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and

Chapter 119, Florida Statutes. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.

14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

[GRANT MANAGER NOTE for Section 15 (below): If Grant Agreement is for less than \$100,000 use Option 1 (no subparagraphs). If Grant Agreement is for \$100,000 or more, use Option 2 (includes subparagraphs A., B. and C.)]

[Section 15 – Option 1 (less than \$100,000):]

15. In accordance with Presidential Executive Order 12549, Debarment and Suspension [(USDOE 10 CFR Part 606, later moved to 2 CFR Part 901) or (USDA 7 CFR Part 3017)], the Grantee shall agree and certify 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; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by [USDOE/USDA] to the Department.

[Section 15 – Option 2 (\$100,000 and more):]

15.
 - A. In accordance with Presidential Executive Order 12549, Debarment and Suspension [(USDOE 10 CFR Part 606, later moved to 2 CFR Part 901) or (USDA 7 CFR Part 3017)], the Grantee shall agree and certify 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; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by [USDOE/USDA] to the Department.
 - B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of Attachment G.
 - C. As required by paragraphs A and B above, the Grantee shall include the language of this section and Attachment G in all contracts and sub-grants or lower tier agreements executed to support the Grantee's work under this Agreement.
16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Department, the State of Florida, [USDOE/USDA] or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is

subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

17.
 - A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
 - B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.
 - C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Section 215.97 (2)(x), Florida Statutes.
 - D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Department within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
18.
 - A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
 - B. The Grantee shall not enter into subcontracts in which the Department or [USDOE/USDA] could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Department and [USDOE/USDA] harmless of any liabilities incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
 - C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Department, in each Attachment C, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C shall contain the names and addresses of the minority, woman and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services; and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state "None" on that portion of the Attachment C.
19. The Grantee agrees to permanently refrain from using or mentioning its association with the Department in advertisements, letterhead, business cards, etc. The Grantee's project with the Department may be generally stated and described in the Grantee's professional resume. The Grantee may not give the impression in any event or manner, that the Department endorses or recommends the Grantee.

[GRANT MANAGER NOTE for Section 20 (below): If Grant Agreement is for \$100,000 or more, use Option 1 (includes subparagraphs A., B. and C.). If Grant Agreement is for less than \$100,000 use Option 2.]

[Section 20 – Option 1 (\$100,000 or more):]

20.
 - A. The Grantee certifies that no federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to

influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any federal contract, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly [(USDOE 10 CFR Part 601) or (USDA 7 CFR Part 3018)].

- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

[Section 20 – Option 2 (less than \$100,000):]

- 20. A. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- B. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- 21. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- 22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, and the provisions contained in Attachment F.
- 23. The Department’s Grant Manager for this Agreement is identified below.

Department Grant Manager: [Insert Name here]	
Florida Department of Agriculture and Consumer Services	
Office of Energy	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-617-7470
Fax No.:	850-617-7471
Email Address:	Name@FreshFromFlorida.com

[GRANT MANAGER NOTE: for Section 24 (below): Ensure that the information reflected below for the Grantee (including 9 digit zip code) corresponds to the information reflected on the Grantee’s DUNS/CCR print-out for the associated DUNS # that is maintained in the Master File for this Agreement.]

- 24. The Grantee’s Grant Manager for this Agreement is identified below.

Grantee’s Representative: [Insert Grantee Representative Name here]	
Insert Official Name of Grantee’s Organization here	
Insert Office/Program Name here	

Insert Address here	
Insert City, State and Zip+4 here	
Telephone No.:	
Fax No.:	
Email Address:	
Grantee D-U-N-S:	
Grantee CCR Registration Expiration Date:	

[GRANT MANAGER NOTE: for Sections 25 & 26 (below): Certificates of Insurance showing coverage of Workers' Compensation, Commercial, General Liability and Auto Limits (as applicable) must be submitted PRIOR to execution of Agreement.]

25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.
26. Documentation of all insurance coverage(s) required below shall be submitted by the Grantee to the Department. Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof of continued insurance coverage to the Department within 30 calendar days of insurance coverage expiration.

OPTION 1 (Government – Self-insured): The following language may replace the language above for agreements with Florida governmental entities which are self-insured: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self-insured.

- A. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

OPTION 2 (Government – Not self-insured): For Agreements with State of Florida governmental entities that are not self-insured, the following provision may be used.

- A. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

OPTION 3 (Private / Nonprofit): Use the language in A., B., and C. below for private or nonprofit entities; evaluate case-by case.

- A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$_____ each occurrence and \$_____ aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement. **[GRANT MANAGER NOTE: The amount of coverage required depends on the project.]**
- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by the Grantee. The minimum limits of liability shall be as follows: **[GRANT MANAGER NOTE: The amount of coverage required depends on the project.]**

\$ _____ Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$ _____ Hired and Non-owned Liability Coverage

[For Corporations which do not own vehicles, replace B. as follows:]

The Grantee shall secure and maintain automobile liability insurance covering all vehicles, owned or otherwise used in connection with this Agreement, with a minimum combined single limit of \$300,000 including hired and non-owned liability. The Grantee has indicated, and further certifies by execution of this Agreement, that the Grantee does not own any vehicles that will be associated or used in connection with this Agreement. However, the Grantee shall maintain, at minimum, hired and non-owned liability insurance under its Commercial General Liability coverage. Automobile liability insurance is a mandatory requirement, if and when, any Grantee owned vehicles are used in connection with this Agreement.

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after 30 calendar days written notice (with the exception of non-payment of premium which requires a ten day notice) to the Department. **[GRANT MANAGER NOTE: Certificates of Insurance showing coverage of Workers' Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement.]**

[GRANT MANAGER NOTE: Additional insurance requirements, such as the language shown in paragraph D., below, may be required depending on the type of project.]

- D. The Grantee shall secure and maintain Pollution Liability insurance coverage with limits of not less than \$3,000,000 aggregate for personal injury or death, \$1,000,000 per occurrence for personal injury or death, and \$1,000,000 per occurrence for property damage. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

27. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

[GRANT MANAGER NOTE for Section 28 (below): Equipment Purchase – If the Agreement includes the purchase of equipment one of the following provisions (options) must be included.]

Section 28 – Option 1 (Grantee keeps equipment): For agreements where equipment is being purchased with Agreement funds, and the non-expendable personal property or equipment purchased will remain with the Grantee upon satisfactory completion of the agreement, the following provision should be used:

28. Upon satisfactory completion of this Agreement, with Department approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Department as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:
- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

- D. All purchase and disposition of equipment shall be in accordance with [USDOE 10 CFR Part 600 or USDA 7 CFR Part 3015].

Section 28 – Option 2 (Department keeps equipment): In instances where all non-expendable equipment will be returned to the Department, the following provisions shall be used:

28. The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Department. The Grantee's Grant Manager shall complete and sign Attachment J, Property Reporting Form, and forward to the Department as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:
- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. When the non-expendable personal property or equipment is no longer needed, the Grantee will return all non-expendable personal property or equipment purchased under the terms of this Agreement back to the Department.
 - D. If, however, the Grantee desires to purchase the non-expendable personal property or equipment when no longer needed for this project, the Department may, at its discretion, and in compliance with federal regulations, as applicable, elect to sell the equipment to the Grantee for its fair market value as of the date of title transfer.
 - E. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
 - F. All purchase and disposition of equipment shall be in accordance with [USDOE 10 CFR Part 600 or USDA 7 CFR Part 3015].

Section 28 – Option 3 (No equipment): If equipment is not authorized for purchase with funds from the Agreement, the following provision should be included in the Agreement:

28. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

Section 28 – Option 4 (Vehicle purchase): If the Grantee is authorized to purchase a vehicle under the terms of the grant agreement, the following terms and conditions shall be included. But this is tentative language for equipment & vehicle purchases and is subject to further review by Administration and the Department's Legal Office.

28. The Grantee is authorized to purchase a current model vehicle, which cost shall not exceed \$_____, for use in performing the services described in Attachment A, Grant Work Plan. The Grantee must obtain written approval, in advance, of the vehicle type proposed for purchase and shall produce at least two (2) written quotes for comparable vehicles prior to the vehicle purchase being authorized by the Department.

Upon satisfactory completion of this Agreement, with Department approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Department as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. When the non-expendable personal property or equipment is no longer needed, the Grantee will return all non-expendable personal property or equipment purchased under the terms of this Agreement to the Department.
 - D. The Grantee shall have title to and use of the vehicle, by its authorized employees only, for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed (such as completion of the Agreement), title of the vehicle shall be transferred to the Department.
 - E. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition.
 - F. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles.
 - G. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with federal or state funds and held in its possession for use in a contractual arrangement with the Department.
 - H. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under the Agreement.
29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
30. A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- B. The Grantee agrees to comply with [USDOE 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs" or USDA 7 CFR Part 3015].
- C. The Grantee affirms that its aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- D. The Grantee affirms that its aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this Paragraph in all subcontracts for services in relation to this Agreement.
31. Land acquisition is not authorized under the terms of this Agreement.
32. A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.
- B. All patent rights, copyrights, and data rights must be in accordance with [USDOE 10 CFR Part 600 or USDA 7 CFR Part 3019] as referenced in Attachment H.

- C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Department shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Department or the State of Florida the subject invention and sublicense the same.

[GRANT MANAGER NOTE: If applicable, include “software, databases” in the first sentence of paragraph 32.D (below) if software or databases are permitted under the terms of this Agreement and also reflected in Section 34.]

- D. In the event that any books, manuals, films, **[GRANT MANAGER NOTE: insert, if applicable, “software, databases” (without quotes)]** or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Department. The Department shall have a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Department full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Department, any publications first produced under this Agreement. Any content submitted to the Department which is asserted to be exempt under Florida’s Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked “business proprietary,” “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.
- E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

33. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. [USDOE/USDA] requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows: **[GRANT MANAGER NOTE: Insert in the blank below, the identical USDOE/USDA award number that was inserted in Section 1.]**

Acknowledgement: “This material is based upon work supported by the [U.S. Department of Energy / Natural Resources Conservation Service, U.S. Department of Agriculture] and the Florida Department of Agriculture and Consumer Services under Award Number _____.”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party’s use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

[GRANT MANAGER NOTE: In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement in USDA subgrants and contracts:]

“Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

[GRANT MANAGER NOTE – For Section 34: policy issue review needed case-by-case. If the Agreement permits the development of software and databases with grant funds, the words “software and databases” should also be included in the first sentence of paragraph 32.D., and Option 1 language should be used below. If software and databases are not permitted, Option 2 language should be used.]

34. **[Option 1:]** The Grantee is permitted to develop software or databases under the terms and conditions of this Agreement, including Section 32. **[or Option 2:]** The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.
35. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.
36. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.
37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.
38. The following Attachments are incorporated into this Agreement:

Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Monthly/Quarterly Progress Report
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form
Attachment	K	Annual Report

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

GRANTEE NAME

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

By: _____
GRANTEE SIGNATORY NAME
GRANTEE SIGNATORY TITLE

By: _____
D. ALAN EDWARDS
DIRECTOR OF ADMINISTRATION

Date: _____

Date: _____



[GRANT MANAGER NOTE: ATTACH PROOF OF SIGNATURE AUTHORITY FOR GRANTEE SIGNATORY IN ROUTING APPROVAL PACKET, ALONG WITH A COPY OF USDOE APPROVED PROJECT NARRATIVE AND COMPLETED FEDERAL SUB-RECIPIENT-VENDOR DETERMINATION CHECKLIST]

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ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT A
GRANT AGREEMENT NO. #####
GRANT WORK PLAN

A. PROJECT TITLE: [Insert name of grant project]

B. PROJECT LOCATION: [Insert city or county where project will take place.]

C. PROJECT BACKGROUND:

[GRANT MANAGER NOTE: Provide a summary of the project and the justification supporting the need for the Department to fund the project. Do not cut and paste project description from application, as this document isn't trying to "sell" an idea to receive an award. Rather, it's a justification of what the Grantee "shall" perform that describes actual activities that will be accomplished.]

[Text]

D. PROJECT OBJECTIVES:

[GRANT MANAGER NOTE: Provide a list of objectives, in bullet format, expected to be achieved as a result of completing this project. The project can include more or less than three objectives as shown here.]

[Text]

- **Objective 1:** [Text]
- **Objective 2:** [Text]
- **Objective 3:** [Text]

E. PROJECT DESCRIPTION:

[GRANT MANAGER NOTE: Provide a detailed description of the work to be performed for the project. Include maps, graphs, charts, etc. to support project activities, if applicable to a deliverable. Project descriptions should consist of a list of major tasks for accomplishing the project with specific sub-activities detailed within each task heading. The project can include more or less than five tasks as shown here. Be sure to identify which Objective(s) from Section D are related to each Task. If specific numbers of items will be "purchased/installed/developed" then state the specific number. If you're not sure of the #, then include a statement such as "a minimum of XX units/systems/whatever will be developed with an aspirational goal of XX units/systems/whatever" if you want to provide an acceptable range of items. Be aware that the budgeted # of units reflected in Section I. must correspond to the minimum # of units.]

[Text]

- **Task 1:** [Text]
- **Task 2:** [Text]
- **Task 3:** [Text]
- **Task 4:** [Text]

- **Task 5:** [Text]

F. PROJECT MILESTONES/DELIVERABLES/OUTPUTS:

[GRANT MANAGER NOTE: Using the table format below, identify the month of the project each task will start and be completed (for example, Task #1 might start in month 1 and be completed by month 6 – don't insert specific dates). Identify outputs/deliverables to result from this project (for example, progress reports, draft project report, final project report, manuals, videos, maps, Best Management Practices developed, equipment installed, meetings, etc.) Identify in which months of the project (for example month 12) the outputs/deliverables will be accomplished. The Description of each Activity must reference the related Task # from Section E.]

The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Month	Deadline Month
1				
2				
3				
4				
5				

G. PROJECT BUDGET:

[GRANT MANAGER NOTE: Figures should be “right-justified” with no extra spaces between the dollar sign and the amount, and decimal points for figures in each row must line up. If no Match is required, reflect N/A in the Total Project Budget row of the Cost Share-Funding column and reflect 0% as the Cost Share Percentage.]

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries			
2. Fringe Benefits			
3. Travel (if authorized)			
4. Supplies/Other Expenses			
5. Equipment			
6. Contractual Services			
7. Indirect (if authorized)			
Total Project Budget			
Total Project Cost		= Grants Funds + Cost Share	
Cost Share Percentage		= Cost Share / Total Project Cost	

H. TOTAL BUDGET BY TASK:

[GRANT MANAGER NOTE: The description of each Task must correspond to Tasks reflected in Section E. Figures should be “right-justified”, no extra spaces between the dollar sign and the amount and decimal points for figures in each row must line up. If no Match is required, reflect N/A in the Total Project Budget row of the Cost Share-Funding column and reflect 0% as the Cost Share Percentage.]

The project budget below summarizes the project by Project Task. Project Tasks correspond to the “Project Description” section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Matching Funds	Source
1			
2			
3			
4			
5			
Totals:			
Total Project Cost:		= Grant Funds + Cost Share	

I. BUDGET DETAIL:

[GRANT MANAGER NOTE: Number of units for each item must correspond to information reflected in Section E. Provide accurate calculations to justify the cost of each budget line-item (dollars and cents). When reflecting the Sub-Total for each Budget Category, round (only) this figure to the nearest whole dollar value; these sub-totals must correspond to figures reflected in Section G. All figures should be “right-justified,” with no extra spaces between the dollar sign and the amount, and decimal points for figures in each row must line up. If no costs are requested in a Budget Category, reflect “N/A” in the Sub-Total for that Budget Category. Use additional lines if necessary. For Salary Costs: it is recommended to obtain a copy of the position description for each position funded under the project, especially if that position is NOT identified as administrative in nature for the calculation of 10% administrative cost limitations. For Indirect Costs: if Options 2 or 3 are appropriate, obtain a copy of the Grantee’s Indirect Cost Rate, as approved by their cognizant Federal agency, or obtain a copy of their Cost Allocation Plan.]

Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program. Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

1. Salaries – Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits – Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel – List trips by their purpose and/or destination. Indicate the number of days for each trip. The Department will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Department with details on costs utilized to calculate the “Amount Budgeted” for each trip.
4. Supplies & Other Expenses – List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment – List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services – Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.

7. Indirect Costs/Rate – **[Option 1-preferred]** Indirect Costs are not authorized. **[Option 2 – alternative]** If Indirect Costs are authorized, they are allowable only for Match and must be based on a specified authorized rate in consultation with the Department. The Indirect Cost Rate and the Direct costs upon which the amount of Indirect Cost is calculated must be reasonable, measurable, documented and the Indirect Cost Rate must be consistently applied. Calculations must be shown in Attachment B, Payment Request Summary Form. **[Option 3 – least preferred]** If Indirect Costs are authorized, they must be based on a specified authorized rate in consultation with the Department. The Indirect Cost Rate and the Direct costs upon which the amount of Indirect Cost is calculated must be reasonable, measurable, documented and the Indirect Cost Rate must be consistently applied. Calculations must be shown in Attachment B, Payment Request Summary Form.
8. Total Budget Category – Show the total of all line-items within a Budget Category.
9. Total Budget – Show the total of all categories.

1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
Sub-Totals for Salaries Category					\$			

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter “N/A” & provide break-out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
Sub-Total of Fringe Benefits Category						\$			

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes							
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
				\$			
				\$			
				\$			
				\$			
Sub-Total of Travel Category				\$			

4. Supplies – Other Expenses								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
Sub-Total of Supplies – Other Expenses Category					\$			

5. Equipment								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
Sub-Total of Equipment Category					\$			

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
		\$	*		=	\$			
		\$	*		=	\$			
		\$	*		=	\$			
		\$	*		=	\$			
Sub-Total of Contractual Services Category						\$			

7. Indirect Cost (if approved)									
Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	*	Approved Indirect Cost Rate (%) from Grant Work Plan	=	Total Indirect Cost for Budget Category (\$)	=	Total Indirect Costs for Grant	+	Total Indirect Costs for Match
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
Sub-Total of Indirect Costs Category					\$	=	\$	+	\$

8. Total Project Budget					
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs
	\$	=	\$	+	\$
	\$	=	\$	+	\$
	\$	=	\$	+	\$
	\$	=	\$	+	\$
	\$	=	\$	+	\$
	\$	=	\$	+	\$
	\$	=	\$	+	\$
Total Project Budget	\$	=	\$	+	\$

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.



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Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

ADAM H. PUTNAM
COMMISSIONER

Grantee: _____

Grantee's Representative: _____

Mailing Address: _____

Reimbursement Request No.: _____

Grant Agreement No.: _____

Reimbursement Period: _____

Date of Request: _____

From _____ to _____

Amount Requested: _____ \$

Percent Matching Required: _____ %

PROJECT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
1. Salaries	\$	\$	\$	\$
2. Fringe Benefits	\$	\$	\$	\$
3. Travel (if authorized)	\$	\$	\$	\$
4. Supplies/Other Expenses	\$	\$	\$	\$
5. Equipment	\$	\$	\$	\$
6. Contractual Services	\$	\$	\$	\$
7. Indirect Costs (if authorized)	\$	\$	\$	\$
TOTAL AMOUNT EXPENDED	\$	\$	\$	\$
Retainage* (10% of TOTAL AMOUNT EXPENDED)	\$	\$		
TOTAL AMOUNT TO BE REIMBURSED	\$	\$		
AGREEMENT AMOUNT	\$		\$	
Less TOTAL AMOUNT EXPENDED:	\$		\$	
TOTAL AVAILABLE BALANCE	\$		\$	

* The cumulative Retainage amount shall be reimbursed on the Final Reimbursement Request, upon approval of the Final Report by the Department's Grant Manager.

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above is for items that were charged to and utilized only for the above cited grant activities.

Grantee's Representative's Signature _____	Grantee's Fiscal Agent _____
Print Name _____	Print Name _____
Telephone Number _____	Telephone Number _____

GRANT REIMBURSEMENT DOCUMENTATION DETAIL

1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date Services	Grant=G or Match=M	Direct Costs used to Calculate Indirect Cost? Y/N	Admin. Cost Y/N	
		\$	\$						
		\$	\$						
Sub-Total of Salaries:		\$							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit #1 & Cost	Benefit#2 & Cost	Benefit #3 & Cost	Amount documented (\$)	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
Sub-Total of Fringe Benefits:						\$			
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
			\$						
			\$						
Sub-Total of Travel:			\$						
4. Supplies - Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
		\$							
		\$							
		\$							
Sub-Total of Supplies - Other Expenses:		\$							

GRANT REIMBURSEMENT DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Property Form Attached? (Y/N)	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
		\$							
		\$							
Sub-Total of Equipment:		\$							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Dates Received	Listed on Progress Report? (Y/N)	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
		\$							
		\$							
Sub-Total of Contractual Services:		\$							
7. Indirect Costs, if allowable			Total Grant Reimbursement Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Grant Reimbursement Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
\$		\$							
Sub-Total of Indirect Costs:		\$	Total Grant Funds Requested :					\$	

INSTRUCTIONS FOR COMPLETING GRANT REIMBURSEMENT DOCUMENTATION DETAIL AND MATCH DOCUMENTATION DETAIL

Provide a detailed, line-item description using the worksheet provided for each Budget Category of funds Grantee is requesting for reimbursement or documentation of Match. Costs listed on the Grant Reimbursement Documentation Detail must reflect information on supporting documentation, must correspond with the approved Project Budget, the Payment Request Summary Form – Project Expenditures Summary Section and accompanying supporting documentation. The description of each line-item must include the month and year that the item was received; this month and year must fall within the Reimbursement Period. Any line-item with a corresponding month and year prior to the Reimbursement Period must be accompanied by a statement that this cost was not included in a prior Reimbursement Request. For each budget line-item, identify if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved), and 3) whether the cost is Administrative in nature. Provide accurate costs and do not round the amounts to the nearest whole dollar value.

Supporting documentation for each amount for which reimbursement is being requested must: 1) list the item that has been paid for, 2) be submitted in the order in which items are shown on the Grant Reimbursement Documentation Detail and the Match Documentation Detail, and 3) be either highlighted or circled. Check numbers may be provided in lieu of copies of the actual checks. If an item was purchased with a credit card, reflect “paid by credit card” on Grant Reimbursement Documentation Detail or the Match Documentation Detail, in lieu of a check number and provide vendor receipt reflecting that the item was paid by credit card (this can be hand written) along with a copy of related credit card statement (credit card number and other confidential information may be blacked out). Each piece of documentation must clearly reflect the dates of service. Only expenditures for budget categories and budget line-items in the approved Project Budget will be reimbursed or documented as Match. Listed below are the types of documentation and examples of minimum requirements.

- (1) **Salaries:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the Grant Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, including submission of the claim on the approved state travel form that has been signed and dated by the traveler and the traveler’s supervisor and copies of all travel receipts must also be attached. For additional information on documentation of travel costs, contact the assigned Department Grant Manager.
- (4) **Supplies - Other Expenses:** Reimbursement will be made based on paid invoices/receipts.
- (5) **Equipment:** Reimbursement will be made based on paid invoices/receipts. Attachment J, Property Reporting Form, must be properly completed, signed and attached to the Attachment B, Payment Request Summary Form for each item of equipment requested for reimbursement or match documentation.
- (6) **Contractual Services:** Reimbursement will be made based on paid invoices/receipts. Subcontractors must be listed on Attachment C, Monthly Progress Report, for the corresponding reimbursement period.
- (7) **Indirect Costs:** If the Grant Agreement allows recovery of Indirect Costs, the calculation of these costs must be based upon direct costs reflected in the corresponding reimbursement period, utilizing the Indirect Cost rate in the approved Project Budget.

MATCH DOCUMENTATION DETAIL

1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date Services	Grant=G or Match=M	Direct Costs used to Calculate Indirect Cost? Y/N	Admin. Cost Y/N	
		\$	\$						
		\$	\$						
Sub-Total of Salaries:		\$							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit #1 & Cost	Benefit#2 & Cost	Benefit #3 & Cost	Amount documented (\$)	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
Sub-Total of Fringe Benefits:						\$			
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
			\$						
			\$						
Sub-Total of Travel:			\$						
4. Supplies - Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
		\$							
		\$							
		\$							
Sub-Total of Supplies - Other Expenses:		\$							

MATCH DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Property Form Attached? (Y/N)	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
		\$							
		\$							
Sub-Total of Equipment:		\$							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Dates Received	Listed on Progress Report? (Y/N)	Grant=G or Match=M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
		\$							
		\$							
Sub-Total of Contractual Services:		\$							
7. Indirect Costs, if allowable			Total Grant Reimbursement Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	Note: Information provided on the Grant Reimbursement Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.						
\$		\$							
Sub-Total of Indirect Costs:		\$	Total Grant Funds Requested :					\$	

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the Grantee's agency, as reflected on your Grant Agreement.

MAILING ADDRESS: Enter the reimbursement mailing address.

GRANT AGREEMENT NO.: This is the six-digit number on your Grant Agreement.

DATE OF REQUEST: This is the date the Grantee is submitting the request for reimbursement.

AMOUNT REQUESTED: This is the amount on the "*TOTAL AMOUNT TO BE REIMBURSED*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S REPRESENTATIVE: This is the person identified as Grantee's Representative in the Grant Agreement.

REIMBURSEMENT REQUEST NO.: This is the number of the reimbursement request, not the month number. The first reimbursement request submitted shall be number 1 and subsequent reimbursement requests shall be numbered in ascending numerical order.

REIMBURSEMENT PERIOD: This is the beginning date (dd/mm/yyyy) and ending date (dd/mm/yyyy) of the reimbursement period.

PERCENT MATCHING REQUIRED: Enter the Match requirement here, as reflected on the approved Attachment A, Grant Work Plan.

PROJECT EXPENDITURES SUMMARY SECTION

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount paid during the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. All costs included in the reimbursement request must agree with the approved Project Budget in the current Attachment A, Grant Work Plan of your Grant Agreement. Do not request reimbursement for costs that do not have an associated, approved, funded budget category or approved, funded budget line-item in the current Project Budget. Do not claim items that are not specifically identified in the current Budget Detail as reflected in Section I of the current Attachment A, Grant Work Plan.

- Enter the column total on the "*TOTAL AMOUNT EXPENDED*" line. The figures reflected for each approved budget category must correspond with the budget category amount reflected on the associated Grant Reimbursement Documentation Detail Form.
- For the "Retainage" line, calculate 10% of the "*TOTAL AMOUNT EXPENDED*" for this reimbursement request; this figure must be shown in brackets (e.g. <\$X,XXX.XX>) to reflect that the amount will be deducted from the "*TOTAL AMOUNT EXPENDED*", resulting in a decreased "*TOTAL AMOUNT TO BE REIMBURSED*".
- For the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the "Retainage" amount from the "*TOTAL AMOUNT EXPENDED*."
- For the "*AGREEMENT AMOUNT*", enter the total amount of the Grant Agreement.
- For the "Less *TOTAL AMOUNT EXPENDED*" line, enter the cumulative total amount expended as reflected on this reimbursement request **and** all previous reimbursement requests. This figure will include the cumulative "*TOTAL AMOUNT TO BE REIMBURSED*" plus the cumulative amount deducted as Retainage.
- For the "*TOTAL AVAILABLE BALANCE*" line, deduct the "Less *TOTAL AMOUNT EXPENDED*" amount from the "*AGREEMENT AMOUNT*."
- For only the Final Reimbursement Request, the Grantee may request reimbursement of all previously deducted Retainage on the condition that the Final Report for the project has been submitted and approved by the Department's Grant Manager. To request reimbursement of Retainage, reflect the cumulative amount of Retainage as a positive figure (no brackets) in the "Retainage" line and add it to the "*TOTAL AMOUNT EXPENDED*" to reflect the final "*TOTAL AMOUNT TO BE REIMBURSED*" amount.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts submitted for reimbursement to date for each approved, funded budget category. Provide accurate costs and do not round figures to the nearest whole dollar value.

- On the "Retainage" line, enter the total cumulative amount of Retainage deducted from all reimbursement requests; this figure must be shown in brackets (e.g. <\$X,XXX.XX>) to reflect that the amount has been deducted from the "*TOTAL AMOUNT EXPENDED*." For the Final Reimbursement Request where the total amount of Retainage will be paid, enter zero to reflect that no funds remain retained.

- On the “*TOTAL AMOUNT TO BE REIMBURSED*” line, deduct the cumulative “Retainage” amount from the cumulative “*TOTAL AMOUNT EXPENDED*.”
- The Final Reimbursement Request must show the total of all reimbursements; first through the final reimbursement (this amount cannot exceed the approved, funded budget amount for each budget category). Enter the column total on the “*TOTALS*” line.

“MATCHING FUNDS” COLUMN: Enter the amount documented as Match for the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. This needs to be shown under specific budget categories according to the currently approved Attachment A, Grant Work Plan.

- Enter the total for all budget categories on the “*TOTAL AMOUNT EXPENDED*” line for this column.
- Enter the total Match budget amount on the “*AGREEMENT AMOUNT*” line for this column. This amount must correspond with the minimum Match amount specified in Section 4.A of the Grant Agreement and as reflected on the currently approved Attachment A, Grant Work Plan.
- Enter the total cumulative amount of this and any previous Match documented on the “*LESS TOTAL AMOUNT EXPENDED*” line for this column.
- Deduct the “*LESS TOTAL AMOUNT EXPENDED*” from the “*AGREEMENT AMOUNT*” for the amount to enter on the “*TOTAL AVAILABLE BALANCE*” line.

“TOTAL CUMULATIVE MATCHING FUNDS” COLUMN: Enter the cumulative amount documented to date for Match by budget category. Enter the total of all budget categories on the line titled “*TOTAL AMOUNT EXPENDED*.” The Final Reimbursement Request must reflect the total of all documented Match, beginning with the first Match documentation through the final Match documentation, etc.

The proportion of cumulative Matching funds as of the final Match documentation must equate to the Cost Share Percentage as reflected on the current, approved Attachment A, Grant Work Plan of the Grant Agreement. If insufficient “*TOTAL CUMULATIVE MATCHING FUNDS*” are submitted, the Final Reimbursement Request of grant funds shall be reduced to ensure that the Cost Share Percentage

GRANTEE CERTIFICATION: The Payment Request Summary Form must be signed by both the Grantee’s Representative as identified in the Grant Agreement and the Grantee’s Fiscal Agent to be approved for reimbursement.

NOTE: If requesting reimbursement for travel, you must include copies of all travel receipts and a copy of the Department’s properly completed travel reimbursement form (in the format approved by the Department of Financial Services, Chief Financial Officer) that has been signed by both the traveler and the traveler’s supervisor.



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ADAM H. PUTNAM
COMMISSIONER

Grant Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
[Monthly] Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Budget Category	Total Grant Project Budget	Grant Expenditures this Reporting Period	Total Cumulative Payments (Include this Reporting Period)	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures this Reporting Period	Total Cumulative Matching Funds (Include this Reporting Period)	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

H. REPORTING

Activities:

[GRANT MANAGER NOTE: All of the rows below may not be required for this Agreement. Please choose the appropriate metric(s) for the funded activity and include only the appropriate rows for each Agreement on a project to project basis.]

Metric Area Description	Metric Description	Unit Of Measure
Building Codes and Standards	Building code adoption: number of new and existing buildings covered by new code	
Building Energy Audits	Building energy audits, number of audits performed	
	Building energy audits, floor space audited (sq ft)	
	Building energy audits, auditor's projection of energy savings	
Building Retrofits	Number of buildings retrofitted	
	Buildings retrofitted, square footage retrofitted	
Clean Energy Policy	Number of alternative energy plans developed or improved	
	Number of renewable portfolio standards established or improved	
	Number of interconnection standards established or improved	
	Number of energy efficiency standards established or improved	
	Number of other policies developed or improved	
	Number of policies established or improved that align utility financial incentives with consumer energy efficiency	
	Number of Climate Action Plans developed or improved	
	Number of GHG inventories completed	
Emissions Reductions	Criteria air pollutants reduced (tons)	
	Greenhouse gases reduced (CO2 equivalents)	
Energy Cost Savings	Dollars Saved	
Energy Efficiency Rating and Labeling	Energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	

	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	
	Reduction in gasoline consumption (gallons)	
Equipment Purchases	Number of vehicles purchased over \$5,000	
	Total cost of vehicles over \$5,000 purchased	
	Number of units purchased other equipment over \$5,000 purchased	
	Total cost of other equipment over \$5,000 purchased	
Financial Incentives for Energy Efficiency and Other Covered Investments	Monetary value of financial incentives	
	Total value of investments incentivized	
Government, School, Institutional Procurement	Number of units purchased	
Industrial Process Efficiency	Reduction in natural gas consumption (million cubic ft)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in electricity consumption (megawatt hours)	
Jobs	Number of workers	
	Hours worked	
Loans and Grants	Number of loans given	
	Total monetary value of loans given	
	Number of grants given	
	Total monetary value of grants	
Other	Other	
	Amount of waste diverted	
	Number of trees planted	
Renewable Energy Capacity and Generation	Amount of electricity generated from wind systems (MWH)	
	Amount of electricity generated from photovoltaic systems (MWH)	
	Amount of electricity generated from other renewable sources (MWH)	
Renewable Energy Market Development	Number of solar thermal systems installed	
	Total capacity of solar thermal systems installed	
	Number of ground source geothermal systems installed	
	Total capacity of ground source geothermal systems installed	
	Number of solar energy systems installed	
	Total capacity of solar energy systems installed	
	Number of wind energy systems installed	
	Total capacity of wind energy systems installed (kilowatt)	
	Number of biomass (non transport) systems installed	
	Total capacity of biomass (non transport) systems installed	
	Number of biofuel systems installed	
	Total capacity of biofuel systems installed (gallons)	
	Number of hydropower systems installed	
	Total capacity of hydropower systems installed (kilowatt)	
	Number of systems installed other systems installed (BTU/h)	
	Total capacity of other systems installed (BTU/h)	
	Number of other systems installed (kilowatts)	
	Total capacity of other systems installed (kilowatts)	
Technical Assistance	Information contacts (e.g., webinars, site visits, media, fact sheet) in which energy efficiency or renewable energy measures were recommended	
Training	Hours trained at state agency level	
	Hours trained at local agency level, by position	
Transportation	Alternative fuel vehicles purchased	
	Conventional vehicles converted to alternative fuel use	
	New alternative refueling stations emplaced	
	New carpools and vanpools formed	
	Energy-efficient traffic signals installed	
	Street lane-miles for which synchronized traffic signals were installed	
	Energy-efficient street signs installed	

Workshops, Training, and Education	Bike lanes installed (linear feet)	
	Vehicle miles traveled reduced (vehicle miles travelled)	
	Number of Workshops, training, and education sessions held	
	Number of people attending workshops, training, and education sessions	
	Number of Workshops, training, and education sessions held	
	Number of people attending workshops, training, and education sessions	

I. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly/Quarterly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly/Quarterly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ##### and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT D
GRANT AGREEMENT NO. #####
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Agriculture and Consumer Services (hereinafter referred to as the "Department") to the recipient (hereinafter referred to as the "grantee" or "recipient"), may be subject to audits and/or monitoring by the Department, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. The recipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the recipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the recipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The recipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the Department, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: The Florida Legislature's website at <http://www.leg.state.fl.us/Welcome/index.cfm>, the State of Florida's website at <http://www.myflorida.com/>, the Department of Financial Services' website at <http://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

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PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Department or its designee, Chief Financial Officer or Auditor General. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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GRANT AGREEMENT NO. #####
EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award:						
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract/Grant Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Contract/Grant Agreement.





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT E
GRANT AGREEMENT NO. #####
FEDERAL REGULATIONS

UNITED STATES DEPARTMENT OF AGRICULTURE AWARD

Formal regulations concerning administrative procedures for USDOE grants appear in Title 7 of the Code of Federal Regulation (CFR). Grant program administrative regulations appear in Part 3016 USDA. Other USDA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
7 CFR 3017	Governmentwide Debarment and Suspension (Nonprocurement)
7 CFR 3018	New Restrictions on Lobbying
7 CFR 3021	Government wide requirements for drug-free work place (financial assistance)
7 CFR 3052	Audits of State, Local Governments, and Nonprofit Organizations
7 CFR 21	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
7 CFR 15d	Nondiscrimination in Federally Assisted Programs or Activities
7 CFR 15e	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDA
Other Federal Regulations	
Public Law 109-282	Federal Funding Accountability and Transparency Act of 2006
2 CFR Section 175	Award Term for Trafficking in Persons
Office of Management and Budget (OMB) Requirements	
2 CFR Part 200 Subparts B, C, and D	Uniform Administrative Requirements
2 CFR Part 200 Subpart F	Audit Requirements
2 CFR Part 200 Subpart E	Cost Principles (State and Local Government, Nonprofit Organizations, Institutions of Higher Education, and Indian Tribes)
45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT E
GRANT AGREEMENT NO. #####
FEDERAL REGULATIONS

UNITED STATES DEPARTMENT OF ENERGY AWARD

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulation (CFR). Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

10 CFR 600	Financial Assistance Rules, Procurement Requirements
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CFR 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
Other Federal Regulations	
2 CFR 901	Nonprocurement Debarment and Suspension
Office of Management and Budget (OMB) Requirements	
2 CFR Part 200 Subparts B, C, and D	Uniform Administrative Requirements
2 CFR Part 200 Subpart F	Audit Requirements
2 CFR Part 200 Subpart E	Cost Principles (State and Local Government, Nonprofit Organizations, Institutions of Higher Education, and Indian Tribes)
45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT F
GRANT AGREEMENT NO. #####
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND
CONTRACTOR PROVISIONS

UNITED STATES DEPARTMENT OF AGRICULTURE AWARD

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

5. **Rights to Inventions Made Under a Contract or Agreement** – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR Part 600.325, “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.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – 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.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527

of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501–1508 and 7324–7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).**

21. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the “Buy American Act.” The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
22. **Compliance with 7 CFR Section 3015.205, “General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals.”**
23. **Compliance with 7 CFR Part 3016, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”**
24. **Compliance with 7 CFR Part 3019, “Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher education, Hospitals, and Nonprofit Organizations.”**
25. **Compliance with 2 CFR Part 25, “Universal Identifier and Central Contractor Registration.”**
27. **Compliance with 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information.”**





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT F
GRANT AGREEMENT NO. #####
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND
CONTRACTOR PROVISIONS

UNITED STATES DEPARTMENT OF ENERGY AWARD

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

5. **Rights to Inventions Made Under a Contract or Agreement** – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR Part 600.325, “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.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – 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.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501–1508 and 7324–7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).**

21. **Assist the Department in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Department reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the “Buy American Act.” The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors’ labor relations on federally funded construction projects.**
 - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 - i. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 - ii. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
 - b. The term “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
 - c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.
25. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the USDOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT G
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER
FEDERALLY FUNDED TRANSACTIONS

UNITED STATES DEPARTMENT OF ENERGY/AGRICULTURE
AWARDS

1. The undersigned hereby certifies 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. The undersigned also certifies that it and its principals:
 - (a) Have not within a three year period preceding this certification 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 anti trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER
FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Department of Agriculture and Consumer Services (Department) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, Subpart .4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT H
Intellectual Property Provisions
Nonresearch and Development

UNITED STATES DEPARTMENT OF ENERGY/AGRICULTURE
AWARDS

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d) [USDOE] or 7 CFR 3019.36(a), (c) and (d) [USDA]. All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c) [USDOE] 7 CFR 3019.36(a) and (c) [USDA].

10 CFR 600.136 [USDOE] or 7 CFR 3019.36 [USDA] Intangible property.

- (a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.
- (c) USDOE/USDA has the right to:
 - (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (d)(1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency shall request, and the Recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).





Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT I
DISCLOSURE OF LOBBYING ACTIVITIES

ADAM H. PUTNAM
COMMISSIONER

UNITED STATES DEPARTMENT OF ENERGY/AGRICULTURE
AWARDS

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div style="text-align: right;">(attach Continuation Sheet(s) SF-LLLA, if necessary)</div>		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT J
PROPERTY REPORTING FORM FOR GRANT AGREEMENT NO. #####
(For Property With Grantee/Recipient Assigned Property Control Numbers)

UNITED STATES DEPARTMENT OF ENERGY/AGRICULTURE AWARDS

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a Department Grant Agreement (identify the property upgraded and the applicable Department Agreement on a separate sheet). Complete the description (including manufacturer & model no.)/serial no cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Department's Grant Manager, by Grant Agreement number, no later than January 31 for each year this Agreement is in effect.

DESCRIPTION (INCLUDING MANUFACTURER & MODEL NO.)	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Project Manager:	Date:
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BELOW FOR DEPARTMENT USE ONLY

GRANT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/RECIPIENT'S INVOICE FOR PAYMENT.

Grant Manager Signature: _____

Date: _____

FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Recipient is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Agreement.



**ATTACHMENT K
GRANT AGREEMENT NO. #####
ANNUAL REPORT**

UNITED STATES DEPARTMENT OF ENERGY/AGRICULTURE
AWARDS

FDACS-01998 10/14
Page 55 of 59

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Budget Category	Total Grant Project Budget	Grant Expenditures this Reporting Period	Total Cumulative Payments (Include this Reporting Period)	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures this Reporting Period	Total Cumulative Matching Funds (Include this Reporting Period)	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

H. REPORTING

Activities:

[GRANT MANAGER NOTE: All of the rows below may not be required for this Agreement. Please choose the appropriate metric(s) for the funded activity and include only the appropriate rows for each Agreement on a project to project basis.]

Metric Area Description	Metric Description	Unit Of Measure
Building Codes and Standards	Building code adoption: number of new and existing buildings covered by new code	
Building Energy Audits	Building energy audits, number of audits performed	
	Building energy audits, floor space audited (sq ft)	
	Building energy audits, auditor's projection of energy savings	
Building Retrofits	Number of buildings retrofitted	
	Buildings retrofitted, square footage retrofitted	
Clean Energy Policy	Number of alternative energy plans developed or improved	
	Number of renewable portfolio standards established or improved	
	Number of interconnection standards established or improved	
	Number of energy efficiency standards established or improved	
	Number of other policies developed or improved	
	Number of policies established or improved that align utility financial incentives with consumer energy efficiency	
	Number of Climate Action Plans developed or improved	
	Number of GHG inventories completed	
Emissions Reductions	Criteria air pollutants reduced (tons)	
	Greenhouse gases reduced (CO2 equivalents)	
Energy Cost Savings	Dollars Saved	
Energy Efficiency Rating and Labeling	Energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	

	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	
	Reduction in gasoline consumption (gallons)	
Equipment Purchases	Number of vehicles purchased over \$5,000	
	Total cost of vehicles over \$5,000 purchased	
	Number of units purchased other equipment over \$5,000 purchased	
	Total cost of other equipment over \$5,000 purchased	
Financial Incentives for Energy Efficiency and Other Covered Investments	Monetary value of financial incentives	
	Total value of investments incentivized	
Government, School, Institutional Procurement	Number of units purchased	
Industrial Process Efficiency	Reduction in natural gas consumption (million cubic ft)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in electricity consumption (megawatt hours)	
Jobs	Number of workers	
	Hours worked	
Loans and Grants	Number of loans given	
	Total monetary value of loans given	
	Number of grants given	
	Total monetary value of grants	
Other	Other	
	Amount of waste diverted	
	Number of trees planted	
Renewable Energy Capacity and Generation	Amount of electricity generated from wind systems (MWH)	
	Amount of electricity generated from photovoltaic systems (MWH)	
	Amount of electricity generated from other renewable sources (MWH)	
Renewable Energy Market Development	Number of solar thermal systems installed	
	Total capacity of solar thermal systems installed	
	Number of ground source geothermal systems installed	
	Total capacity of ground source geothermal systems installed	
	Number of solar energy systems installed	
	Total capacity of solar energy systems installed	
	Number of wind energy systems installed	
	Total capacity of wind energy systems installed (kilowatt)	
	Number of biomass (non transport) systems installed	
	Total capacity of biomass (non transport) systems installed	
	Number of biofuel systems installed	
	Total capacity of biofuel systems installed (gallons)	
	Number of hydropower systems installed	
	Total capacity of hydropower systems installed (kilowatt)	
	Number of systems installed other systems installed (BTU/h)	
	Total capacity of other systems installed (BTU/h)	
	Number of other systems installed (kilowatts)	
	Total capacity of other systems installed (kilowatts)	
Technical Assistance	Information contacts (e.g., webinars, site visits, media, fact sheet) in which energy efficiency or renewable energy measures were recommended	
Training	Hours trained at state agency level	
	Hours trained at local agency level, by position	
Transportation	Alternative fuel vehicles purchased	
	Conventional vehicles converted to alternative fuel use	
	New alternative refueling stations emplaced	
	New carpools and vanpools formed	
	Energy-efficient traffic signals installed	
	Street lane-miles for which synchronized traffic signals were installed	
	Energy-efficient street signs installed	

Workshops, Training, and Education	Bike lanes installed (linear feet)	
	Vehicle miles traveled reduced (vehicle miles travelled)	
	Number of Workshops, training, and education sessions held	
	Number of people attending workshops, training, and education sessions	
	Number of Workshops, training, and education sessions held	
	Number of people attending workshops, training, and education sessions	

I. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly/Quarterly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly/Quarterly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ##### and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date



OFFICE OF ENERGY
(850) 617-7470
(850) 617-7471 FAXTHE HOLLAND BUILDING, SUITE 251
600 SOUTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32399-0001

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER ADAM H. PUTNAM

ATTACHMENT A GRANT APPLICATION

A. PROJECT INFORMATION SHEET AND AFFIDAVIT

GRANT APPLICATION CATEGORY

Grant Application Category

(Check ONLY one; refer to Section A, Part II, for determining category.)

- ☒ **Category 1** – Florida Local Governments with a population of 35,001 or greater
☐ **Category 2** – Florida Local Governments with a population of up to 35,000
☐ **Category 3** – Nonprofit Organizations

PROJECT TITLE

Project Title Dr. B. L. Perry Branch Library HVAC Chiller Replacement and System Efficiency Upgrades

APPLICANT INFORMATION

Legal Name of Applicant Leon County Board of County Commissioners

Applicant d/b/a name(s) N/A

(If not applicable, put N/A)

Contact Name Thomas P. Brantley, P.E.

Position/Title Director

Dept./Program Division of Facilities Management & Construction

Address Line 1 1907 South Monroe Street

Address Line 2

City Tallahassee

State Florida

Zip+4 32301

Email brantleyt@leoncountyfl.gov

Phone 850-606-5000 / 850-509-1772

Fax 850-606-5001

Website www.leoncountyfl.gov/facilities

REQUIRED REGISTRATION INFORMATION

For All Applicants (All Categories)

FEID Number: 59-6000708

D-U-N-S Number: 193730645

CCR Expiration Date (www.sam.gov): 6/18/2015

MFMP Status: Active

NONPROFIT REGISTRATION AND DOCUMENTATION

For Nonprofit Organizations (Category 3) Only

All applicants applying under the nonprofit category (Category 3) must provide documentation verifying the applicant's current status as a nonprofit organization (as defined in Part I.B. of the NOFA).



NUMBER OF PROJECT LOCATIONS

Total number of project locations where retrofits will be performed: (Number of buildings / facilities to be retrofitted)	1
---	----------

Location Information Instructions:

Complete one Location Information table (below) for each project location. Location Information must be provided for all project locations. Only those project locations with corresponding Project Location Information will be considered for funding.

After all project locations are entered, any unused (empty) Location Information tables in the application may be deleted or left blank.

Limit ½ page per project location. Each Location Information table should be limited to half of a page (i.e., each page should contain two Project Location tables).

Additional information about the proposed project locations and/or activities may be included in the Project Narrative section of this application. (Existing page limits for that section apply.)

LOCATION INFORMATION				Location #: 1	
Building Name	Dr. B. L. Perry, Jr. Branch Library				
Building Street Address	2817 S. Adams Street				
City	Tallahassee	State	Florida	Zip+4	32301
Building Owner	Leon County Board of County Commissioners				
Brief description of building <i>This is a physical description that might include building type, appearance, age, condition, square footage, materials, special features, etc.</i>	The Dr. B. L. Perry, Jr., Branch Library is 13,000 sq. ft. single-story stucco over metal frame structure. The original 10,000 sq. ft. facility is thirteen year old and opened July 2001. In November 2010, a 3,000 sq. ft. addition as made, which includes an expanded the computer area and the children's reading area. The building location on South Adams Street is across the street from main Post office, adjacent to College Club Apartments, and is 1/2 mile south of Florida A & M University, 2 miles south of FSU and 5 miles east of TCC.				
Use of building <i>What is the building used for? When? By whom? How often? To what extent? How much or what part(s) of the building is used?</i>	The facility provides library services and offers community meeting space to patrons on the south side of Tallahassee. This branch is open 5 days a week, averaging 45 hrs. per week. It is one of the most heavily used branch libraries due to the close proximity of two major colleges. During Fiscal 13/14 a total of 111,192 patrons visited this facility, averaging 45 patrons per hour.				
Part(s) of building to be retrofitted – <i>Include age of part(s) of building or equipment to be retrofitted, if known</i>	The current HVAC Chiller System is a Carrier, Model No. 30GTHO45 -520ka, air cooled, water pump with twin semi-hermetic reciprocating compressors. It has staged tonnage of 45-50 tons and upon replacement we will upgrade control system, upgrade chilled water pumps to VFD, and provide a CO2-sensor activated/damper controlled fresh air system. All equipment was originally installed 2001 and advancements in technology offers considerable more energy efficiency.				
Short description of proposed retrofits <i>List the proposed retrofit activities for this location and indicate for each whether it was recommended in an energy audit</i>	We propose to replace Chiller with more energy efficient 15 EER units, upgrade control systems, provide the CO2 controlled fresh air system, provide VFD's on all chilled water pumps, replace filtration with HEPA/charcoal filtration and install UV light in AHU for bacterial control.				
Date and provider of last energy audit <i>for this location</i>	The last formal energy audit of this facility was performed in November 2004. This was prepared by Engineering Matrix, Inc.; an MEP (Energy) Engineering Company from St. Petersburg, FL., working on contract to Progress Energy Solutions/Energy Systems Group (ESG), Clearwater, FL., which was a state qualified energy savings contract (ESCO) However, an informal audit was more recently performed in October 2014, by Leon County staff.				

FUNDING REQUEST AND COST SHARE

1. Total Amount of Grant Funds Requested:	\$ 68,374
2. Total Matching Funds (Provided by applicant and project partners):	\$ 25,684
3. Total Project Cost (Add amounts in 1 and 2):	\$94,058
4. Match Percentage (Divide amount in 2 by amount in 3):	\$ 27%

AFFIDAVIT

Before me, the undersigned authority, this day personally appeared the affiant, who being first duly sworn, states from his/her personal knowledge that all information contained in the foregoing application and attached documents is true and correct.

Name & Title: Thomas P. Brantley, P.E., Director of Facilities Management & Construction
(Please Print)

Sworn to and Subscribed before me this 21 day of NOVEMBER 2014

Notary Public,
State of Florida:

(Please Sign)

Colleen Bostic

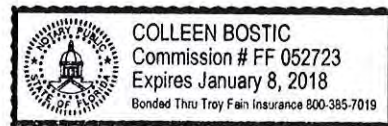
Print Name: Colleen Bostic



Personally know or;

Produced Identification

Type of Identification produced: _____



PROJECT NARRATIVE

B. PROJECT SUMMARY/ABSTRACT (Limit: 4 pages)

Provide a summary of the project as well as indicate the eligible activity(ies) selected and provide a detailed description of the work to be performed for the project. Project descriptions should consist of a list of major tasks for accomplishing the project with specific sub-activities detailed within each task heading. Provide the background justification supporting the need for the department to fund the project. Include maps, graphs, charts, etc. to support project activities. Provide a list of objectives, in bullet format, expected to be achieved as a result of completing this project. This section must include measures of success for each objective listed. The page limit is four pages. Pages submitted beyond the page limit will not be reviewed. Applicants may wish to review the Application Evaluation Criteria in Part III.E of the NOFA.

Project Description:

Leon County has a strong history of delivering energy efficient projects and believes it is essential to lead by example. As a part of being energy efficient and environmentally friendly the Energy Efficient Retrofits for Public Facilities Grant program will allow us to transform the HVAC system of one of our most heavily used branch libraries to make it more energy efficient. Currently, the Dr. B. L. Perry, Jr., Branch Library, which is located on the south-side of Tallahassee, serves approximately 278,000 Leon County citizens. The branch library is open five days a week, averaging 45 hours per week. It is one of the most heavily used branch libraries in Leon County due to its close proximity to two major colleges FAMU and FSU. During fiscal year 13/14 a total of 111,192 patrons visited this facility, averaging 45 patrons per hour.

Project Goal:

The Dr. B. L. Perry, Jr., branch library is the highest consuming library in the Leon County branch library inventory. The facility historically operated at an average consumption rate of .062 kwh/sq.ft./occupied hours. The average balance of the fleet operates at .037 kwh/sq.ft./occupied hours. This represents a 68% above the average operating consumption. Historically, Leon County has encountered similar consumption issues at another branch facility, where changes were made in the heating & air conditioning equipment to impart higher load efficiency. In that case, consumption was reduced from .049 kwh/sq.ft./operating hours to .039 kwh/sq.ft./operating hours for a 20% efficiency gain. This grant request would pursue a comparative project scope and should produce improved energy savings at least equal to this other preceding project pursuit.

Task 1 HVAC Chiller Replacement and System Efficiency Upgrades

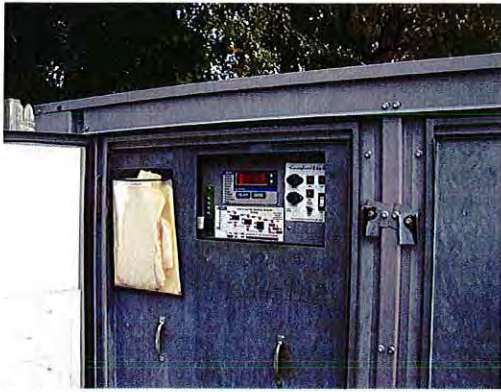
- Chillers
 - Efficiency of the existing equipment is established at 9.5 EER at full load and 12.0 EER at part load. Equivalent sized units are available at a part load efficiency of 15 EER. This equates to a 20% efficiency improvement at part load which should be the normal operating condition of the equipment. Secondly, the existing machine's refrigerant is R-22, has been banned from sale (due to atmospheric impacts) since December 31, 2013. The recommended Chiller replacement utilizes a Life Cycle Analysis as the basis of acquisition. This analysis evaluated the machine's first cost, and the cost of operation over a 20 year period at the anticipated load points, and includes a service and warranty contract.

- **Control System & Chilled Water Pumps**
 - Upgrade the control system to provide quantifiable point information that allows operational analysis for operating adjustments to be made.
 - Provide an interface point at the building or a remote device that will allow internet access to the system with the full control capabilities.
 - Provide a graphic interface.
 - Document the operational control sequence and train the assigned operational staff on the use of the system and operational control methodology.
 - Provide VFD's on all chilled water pumps.
- **Re-ducting of Fresh Air System:**
 - Provide a CO2 monitored controlled fresh air system. Fresh air volume will be controlled based on CO2 (or code minimum value) and not constant volume.
 - Fresh air system shall be designed and coordinated with exhaust air systems to maintain positive air pressure internal to the building.
- **AHU's**
 - The AHU air volume and coil capacity shall be verified and matched to the new chiller unit.
 - A HEPA filtration pack and thorough cleaning of chiller coils will be provided in the AHU for bacterial control.

Task 2 Engineering & Re-commissioning

- **Engineering & Re-commissioning**
 - Re-commissioning of the HVAC system shall include an Air Side Test and Balance report.
 - A Life Cycle analysis and project specifications shall be prepared by the engineer of record.
 - The County maintenance staff shall be trained on operation and maintenance of the equipment.

In summary with the above mentioned energy efficient retrofits to our Leon County B. L. Perry Branch Library, HVAC system, our belief and target consumption reduction number is .030 kwh/sq.ft./occupied hours, yet if we are only able to achieve the same reduction as the previous project performed, our net annual reduction would still equal 177,369 kwh. Thus, if target of .030 kwh/sq.ft./occupied hours can be achieved a reduction of 246,774 kwh and 39% efficiency gain should result. Assuming the most conservative reduction in energy consumption, our savings should equal \$14,029.90 annually or a 5.34 year simple payback as the return on full grant investment. However, if we meet the target consumption reduction, our annual savings will be \$19,520 or a 3.84 year simple payback as the return on full grant investment.



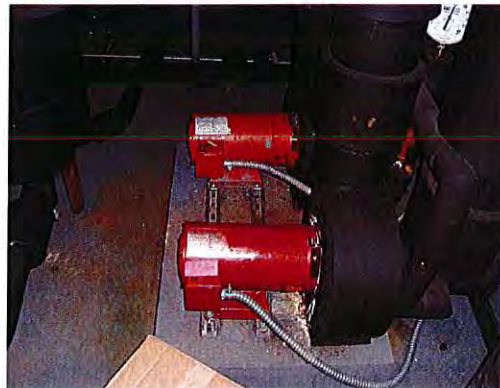
Dr. B.L. Perry, Jr., chiller (northside) to be replaced with new high efficiency unit.



Dr. B.L. Perry, Jr., chiller (southside) to be replaced with new high efficiency unit.



Constant speed pump controllers to be replaced with variable speed units.



Constant speed chilled water pump to be replaced with variable speed motors.

LIBRARY CONSUMPTION COMPARISON						
LIBRARY	Monthly Avg Kwh	Area	Kwh/sf	Op. hrs/wk	Kwh/Sq Ft/hr	% of Low Consumption
BL Perry Branch	39696	16066	2.471	40	0.062	217%
NE Branch	29360	19000	1.545	40	0.039	98%
Main	170560	88230	1.933	64	0.030	55%
Ft Braden Branch	6628	5660	1.171	40	0.029	50%
Eastside Branch	10474	13419	0.781	40	0.020	0%
LJ Branch	No Data					

LIBRARY COST COMPARISON						
	Monthly Avg. Cost	Unit KWH COST	Area	\$/sf	Op. hrs/wk	\$/Sq. Ft/hr
BL Perry Branch	\$ 3,138	\$ 0.0791	16066	\$ 0.195	40	\$ 0.0049
NE Branch	\$ 2,600	\$ 0.0886	19000	\$ 0.137	40	\$ 0.0034
Main	\$ 13,089	\$ 0.0767	88230	\$ 0.148	64	\$ 0.0023
Ft Braden Branch	\$ 736	\$ 0.1110	5660	\$ 0.130	40	\$ 0.0033
Eastside Branch	\$ 1,172	\$ 0.1119	13419	\$ 0.087	40	\$ 0.0022
LJ Branch	No Data					

PROJECT NARRATIVE (cont.)

C. ABILITY TO MANAGE GRANTS/FUNDS (Limit: 1 page)

Describe the project team who will be managing the grant, if awarded. Discuss the project team's experience and qualifications to manage grants, contracts, and state and/or federal funds. Describe the applicant organization's ability and experience to manage state and/or federal grants, contracts or funds. Indicate if the applicant / project team has managed state and/or federal funds within the last two years. If the applicant organization has not managed state or federal funds, describe ability or experience to manage grants or funds from other sources, and how recently that experience occurred. In addition to experience, applicant may wish address training, certifications, courses or procedures that might contribute to the ability of the applicant or project team to manage grants, contracts or other funds. Also describe the ability or experience of the individual who will be managing the applicant's grant, if awarded.

Team Qualifications:

Tom Brantley, Facilities Director – Licensed Professional Engineer with Master's Degree in Civil Engineering. Responsible for maintenance, renovation and construction of over 1.3 million sq. ft. of County facilities and has work experience as Utility Systems Engineer for Leon County. In June of 2011, Leon County was awarded grant funds (No. DE-EE0000241) through a Clean Energy Program. In March of 2012, Mr. Brantley spearheaded a solar PV & geothermal heating and cooling system at the Sustainable Demonstration Center located at 615 Paul Russell Rd this site. This project was completed according to the grant agreement, state statutes and federal regulation. With the assistance of the Clean Energy Program Grant, Leon County successfully transformed a 50 yr. old building into a demonstration site for sustainable practices. For this grant, Tom will oversee the quality and timeliness of contractor services and partner with the Facilities Superintendent relating to reporting documentation.

Jeff Williams, Facilities Superintendent – Lead supervisor of maintenance. He holds primary knowledge and responsibility of Dr. B. L. Perry Branch Library along with many other buildings. His knowledge is based in part to his presence and involvement during construction of these buildings as well as daily oversight. In June of 2011, Leon County was awarded grant funds (No. DE-EE0000241) through Clean Energy Program. In March of 2012, Mr. Williams was a critical team player, successfully completing a solar PV & geothermal heating and cooling system at the Sustainable Demonstration Center located at 615 Paul Russell Rd. This project was completed according to the grant agreement, state statutes and federal regulation. With the assistance of the Clean Energy Program Grant, Leon County successfully transformed a 50 yr. old building into a demonstration site for sustainable practices. For the grant, Jeff will directly support the contractors in needs of building access, building plans, historic understanding, coordination with building occupants, and other daily task requirements.

Carl Morgan, Construction/Operations Manager- AIA. Oversees the direct management responsibilities for all day-to-day operations of the Public Safety Complex (PSC). With over 20 years of experience in energy/auditing management, Carl also performs on- site energy evaluations for County facilities, providing a current condition summary of the physical structure and operating equipment. He performs audits on worst performing buildings and based on collected data and analysis, develops an inventory of energy saving projects by facility, project type, probable cost, and ROI. He provides planning aid in developing future capital investment projects. For the grant, Carl will serve as energy management advisor in providing historic knowledge and understanding of the most energy efficient equipment, coordination with building occupants, and other provide assistance in other daily task requirements.

Shelley Cason, Facilities Sr. Operations Manager - Master's Degree Business Administration, Manages the administrative services and operations of facilities management, prepares and monitors the division's budget and CIP projects, manages custodial, security, parking and administrative functions, researches and analyzes special projects. In June of 2011, Leon County was awarded grant funds (No. DE-EE0000241) through Clean Energy Program. In March of 2012, Mrs. Cason was a critical grant administrator for solar PV & geothermal heating and cooling system at the Sustainable Demonstration Center located at 615 Paul Russell Rd. This project was completed according to the grant agreement, state statutes and federal regulation. With the assistance of the Clean Energy Program Grant, Leon County successfully transformed a 50 yr. old building into a demonstration site for sustainable practices. With regard to this grant, Shelley will coordinate the administration of the grant including reporting requirements.

PROJECT NARRATIVE (cont.)

D. PROJECT MILESTONES/DELIVERABLES/OUTPUTS (Limit: 1 page):

Using the table format below, identify the month of the project each task will start and be completed (for example, Task #1 might start in month 1 and be completed by month 6). Identify outputs/deliverables to result from this project and in which months of the project (for example month 5) the outputs/deliverables will be accomplished. Pages submitted beyond the page limit will not be reviewed.

No.	Task/Activity Description	Start Month	Complete Month	Deliverables/ Outputs	Deliverable/ Output Due Dates (i.e. month 6)
1	Grant Administration	1	2	Receive notification of award, complete Grant Agreement.	Month 1
2	Grant Administration	2	2	Seek County Board resolution to accept funds and proceed with project.	Month 2
3	Grant Administration	3	3	Receive funds and hold project "kick-off" meeting and solicit project manager according to Federal criteria.	Month 3
4	Grant Administration	3	7	Obligate all funds and meet reporting requirements for monthly, annual and final report to FECC	Month 6
5	UPGRADE HVAC SYSTEM AND CONTROL SYSTEM	1	7	Make determination of system type, system components, chiller, controls systems, air handlers, and pre-conditioned fresh air system. Design system components, seek equipment quotes according to Federal selection criteria, and install system components and chiller.	Month 6
6	RECOMMISSIONING/ TRAINING	4	7	Training for County maintenance staff	Month 6

PROJECT BUDGET

E. BUDGET SUMMARY:

Summarize the Total Project Cost by budget (including both requested grant funds and match/leveraged funds) by Budget Category and round each Budget Category subtotal to the nearest whole dollar value. Use the format in the following table.

Budget Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries		\$ 8,814	Annual Operating Budget
2. Fringe Benefits			
3. Supplies/Other Expenses		\$ 5,270	Annual Operating Budget
4. Equipment	\$37,250		
5. Contractual Services	\$31,124	\$ 11,600	Existing CIP Budget
Total Project Budget	\$68,374	\$ 25,684	
Total Project Cost	\$94,058	= Grants Funds + Cost Share	
Cost Share Percentage	\$ 27%	= Cost Share / Total Project Cost	

PROJECT BUDGET (cont.)

F. TOTAL BUDGET BY TASK:

Summarize the Total Project Cost budget by Project Task using the format in the following table. Project Tasks should correspond to the "Project Description" section. The cost standard used to estimate costs must be provided as supporting documentation. The independent evaluators will review standards for cost reasonableness and may request justification of the cost reasonableness of any budgetary item. If the applicant cannot justify a cost, Department staff will reduce the line item budget at the time of agreement negotiation.

Project Task		Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
			Matching Funds	Source
1	HVAC SYSTEM & CONTROL SYSTEM	\$68,374	\$15,684	
2	RECOMMISSIONING / TRAINING		\$10,000	
3				
4				
5				
6				
7				
Totals:		\$68,374	\$25,684	
Total Project Cost:		\$94,058	= Grant Funds + Cost Share	

PROJECT BUDGET (cont.)

G. BUDGET DETAIL:

Provide a detailed, line-item budget using the worksheet format shown below. Provide accurate calculations to justify the cost of each budget line-item. Round only the subtotals for each Budget Category amount to the nearest whole dollar value. Use additional lines if necessary. For each budget line-item, identify in the appropriate column if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. Administrative costs are allowable, reasonable, and allocable direct costs related to overall management of the awarded grant.

For this grant, Salaries and Fringe Benefits are considered Administrative costs. Administrative costs are not eligible for reimbursement, but may be included as cost share. The total amount of Administrative costs cannot exceed 10% of the total project cost.

A description of what is required for each Budget Category is as follows:

1. Salaries – Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate. *Salaries may only be included as cost share for this grant program.*
2. Fringe Benefits – Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations. *Fringe Benefits may only be included as cost share for this grant program.*
3. Supplies & Other Expenses – List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the other categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. Also, if under \$1,000 per unit, Grantee must track computers, iPads, and other eligible electronic devices in the same manner as equipment.
4. Equipment – List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity.
5. Contractual Services – Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount. *Contractual services will be defined in accordance with the State of Florida Statewide Financial Statements Capital Asset Policy and must comply with Chapter 287, Florida Statutes.*
6. Total Budget Category – Show the total of all line-items within a Budget Category.
Total Budget – Show the total of all categories.

1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
Danny Dunaway, Fac. Supp. Tech II	\$33.60	*	30	=	\$ 1,008.00	M	N	Y
Warren Mohrfeld, Fac. Supp. Tech III	\$58.98	*	30	=	\$ 1,769.25	M	N	Y
John Humphrey, Fac. Supp. Tech III	\$56.70	*	30	=	\$ 1,701.00	M	N	Y
Joe Harvey, Fac. Supp. Tech II	\$49.03	*	30	=	\$ 1,470.75	M	N	Y
Shawn Garmon, Fac. Supp. Tech II	\$49.05	*	30	=	\$ 1,471.50	M	N	Y
Tim Graham, Fac. Supp. Tech II	\$46.45	*	30	=	\$ 1,393.50	M	N	Y
		*		=	\$		N	
** Work must be done after hours		*		=	\$		N	
Sub-Totals for Salaries Category					\$ 8,814.00			

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A" & provide break-out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$		N	
Sub-Total of Fringe Benefits Category						\$			

3. Supplies – Other Expenses								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Piping & Electrical Materials	\$	*		=	\$1,270	M	N	
AHU Supplies	\$	*		=	\$4,000	M	N	
	\$	*		=			N	
Sub-Total of Supplies – Other Expenses Category					\$ 5,270			

4. Equipment								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Chiller- (Three Quotes)	\$ 37,250	*	1	=	\$37,250	G	N	
	\$	*		=			N	
	\$	*		=			N	
	\$	*		=			N	
Sub-Total of Equipment Category					\$ 37,250			

5. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Johnson Controls	Control System	\$	*		=	\$26,786	G	N	
H2 Engineering	Re-commissioning/ Training	\$	*		=	\$10,000	M	N	
Miller Sheet Metal	Crane/ AHU removal					\$1,600	M	N	
Sheet Metal Vendor	Air duct work	\$	*		=	\$ 4,338	G	N	
Sub-Total of Contractual Services Category						\$ 42,724			

6. Total Project Budget					
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs
1. Salaries	\$ 8,814	=	\$	+	\$ 8,814
2. Fringe Benefits	\$	=	\$	+	\$
3. Supplies/Other Expenses	\$5,270	=	\$	+	\$ 5,270
4. Equipment	\$37,250	=	\$ 37,250	+	\$
5. Contractual Services	\$42,724	=	\$ 31,124	+	\$ 11,600
Total Project Budget	\$115,880	=	\$ 68,374	+	\$ 25,684

H. COMMITMENT LETTERS FROM THIRD PARTIES:

Provide a letter of commitment for any third parties working on the project in partnership with the lead applicant. The letter must include the dollar amount of match committed, be on letterhead, and be signed by an authorized signatory. (Limit one page per letter, or two pages if letter includes more detailed budget information.) A letter of commitment is required for any application including matching funds (or cost share) from a third party.

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 27th day of January, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST**No: BAB15001
Date: _____Agenda Item No: _____
Agenda Item Date: 1/27/2015

County Administrator

Deputy County Administrator

Vincent S. Long_____
Alan Rosenzweig**Request Detail:
Revenues**

Account Information					Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog					
125	925015	334321	000		Energy Efficient Retrofits for Public Facilities Grant	-	68,374	68,374.00

Subtotal: 68,374

Expenditures


Account Information					Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog					
125	925015	56300	530		Improvements Other than Buildings	-	68,374	68,374

Subtotal: 68,374

Purpose of Request:

This budget amendment recognizes \$68,374 in funding from the Energy Efficient Retrofits for Public Facilities Grant to upgrade the HVAC system at the Dr. B.L. Perry, Jr. Branch Library. The grant will provide Leon County the opportunity to transform the HVAC system of one of our most heavily used branch libraries to make it more energy efficient and environmentally friendly.

Group/Program Director



Senior Analyst_____
Scott Ross, Director, Office of Financial Stewardship

Approved By: _____

Resolution ☒Motion ☐Administrator ☐

**Leon County
Board of County Commissioners**

Notes for Agenda Item #18

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Agreement Awarding Bid to ThyssenKrupp Elevator Company in the amount of \$47,328 Annually for the Elevator Maintenance Services with a Continuing Supply of Equipment Upgrades, Repairs and New Installations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Department of Public Works Tom Brantley, P.E., Director, Facilities Management Division
Lead Staff/ Project Team:	David Logsdon, Facilities Maintenance Superintendent

Fiscal Impact:

This item has been budgeted in FY 14/15 and funding is available.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to ThyssenKrupp Elevator Company in the amount of \$47,328 annually for elevator maintenance services with a continuing supply of equipment upgrades, repairs and new installations (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

The current agreement with ThyssenKrupp Elevator Company expired on June 30, 2014 and they have been working on a month-to-month basis. The new agreement will include maintenance services for 18 elevators, plus continuing supply of equipment upgrades, repairs, and new installations at the following facilities:

- Courthouse (8);
- Leon County Government Annex (3);
- Courthouse Annex (1);
- Welcome Center (1);
- Leroy Collins Main Library (3);
- Public Works (1); and
- Municipal Way Health Clinic (1).

This Agreement will provide a standard maintenance service contract, with provisions that would allow Leon County to purchase equipment upgrades, repairs, and new installations with cab change outs with associated parts and interior finishes without having to bid for these services.

Analysis:

Bid Number BC-11-06-14-03 was advertised locally and 118 vendors were notified through the automated bid system. A total of 11 vendors requested bid packages, which resulted in two bid statements. The bids were opened on November 6, 2014. The bid tabulation sheet is included as Attachment #2.

ThyssenKrupp Elevator Company was the lowest bidder, resulting in a monthly maintenance cost of \$3,944, or \$47,328 annually. The second lowest bidder was Otis/Coastal Elevator resulting in a monthly maintenance cost of \$5,860, or \$70,320 annually.

MWBE participation was not included within the project due to no current MWBE vendors identifying their ability to provide the maintenance services as identified within the project. In addition, given that the associated services are to be provided "as needed" and the estimated annual budget, there could potentially be great difficulty in meeting any MWBE inclusionary goal for the project. Historically, elevator improvement projects have been awarded in excess of \$400,000 having much greater opportunity for MWBE inclusion because of the scopes of services for those projects.

Title: Approval of Agreement Awarding Bid to ThyssenKrupp Elevator Company in the Amount of \$47,328 Annually for the Elevator Maintenance Services with a Continuing Supply of Equipment Upgrades, Repairs and New Installations
January 27, 2015
Page 3

Options:

1. Approve the Agreement awarding bid to ThyssenKrupp Elevator Company in the amount of \$47,328 annually for elevator maintenance services with a continuing supply of equipment upgrades, repairs and new installations (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to ThyssenKrupp Elevator Company in the amount of \$47,328 annually for elevator maintenance services with a continuing supply of equipment upgrades, repairs and new installations.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Agreement
2. Bid Tabulation Sheet

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and THYSSENKRUPP ELEVATOR CORP., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County elevator services in accordance with: 1) Elevator Maintenance, Services and Upgrades, Continuing Supply: Bid# BC-11-06-14-02 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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 performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME:

The Agreement shall be for a period of two (2) years, commencing on February 1, 2015, and shall continue until January 31, 2017. After the initial two (2) year period, at the sole option of the County, this Agreement may be extended for no more than three 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.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

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

8. INSURANCE

Contractor shall 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and

property damage. (Non-owned, Hired Car).

3. **Workers' Compensation and Employers Liability:** Insurance covering all employees meeting Statutory Limits 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.

B. 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.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverages** (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as 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.
 - b. 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.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. 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.
2. **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.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. 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.

- F. 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.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

10. LICENSES

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

11. ASSIGNMENTS

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

12. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. 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.

- e. 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 Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. 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 Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

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 Agreement. 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 Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

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

17. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. 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.

18. NON-WAIVER

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

19. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

20. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

21. VENUE

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

22. CONSTRUCTION

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

23. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A - Bid Solicitation
Exhibit B - Vendor Response
Exhibit C - Tabulation Sheet

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

THUSSENKRUPP ELEVATOR CORP.

By: _____
President or designee

Printed name

Title: _____

Date: _____

Bid Title: Elevator Maintenance, Services and Upgrades, Continuing Supply

Bid No: BC-11-06-14-03

Opening Date: November 6, 2014 at 2:00 PM

Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. _____
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid 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).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

PURPOSE:

Leon County is seeking the services of a qualified vendor to establish a contract for maintenance services, equipment upgrades, repairs, and new installations for elevators. All services shall meet or exceed the manufacturer's suggested recommendation for all facets of maintenance services, equipment upgrades, repairs and new installations. This contract will enable Leon County to purchase on an "as needed" basis from an awarded contract. Respondents are requested to submit their total line of available products, services and pricing platforms.

Each service proposed is to be priced separately with all ineligible items identified. Respondents shall provide pricing based on a discount from a manufacturer's price list as well as fixed pricing for in-place annual maintenance services. An Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Leon County requests equal to or better than pricing to be submitted.

While this solicitation specifically covers maintenance services, equipment upgrades, repairs, and new installations for elevators, Leon County reserves the right to negotiate with the successful bidder (s) for any related types of services/upgrades/modifications not specifically listed.

A list of facilities is provided as Attachment 1. It is anticipated that there will be a single award for this bid.

Potential vendors are encouraged to visit the elevator sites prior to the pre-bid to formulate questions and assist in preparing bid submission. For access call 850-606-5000.

AGREEMENT TERMS

The agreement resulting from this Invitation to Bid shall be for a two (2) year period begin on December 1, 2014 and continue to November 30, 2016. Following the initial two (2) year period, at the sole option of the County, the agreement may be extended for no more than three 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 current term.

BIDDER MINIMUM QUALIFICATIONS

Bidders must have been in the elevator maintenance business a minimum of 5 years. Also, the bidder must have maintained a facility or facilities of similar sizes and scopes to those the bidder is responding to in this bid. Further, the Contract Manager for the successful bidder to be assigned to this contract must have a minimum of no less than three (3) years experience in the elevator business with proven supervisory experience.

REQUIRED SUPPORTING DOCUMENTATION

Bidders (along with any other requirements contained in this Invitation to Bid) must submit the following information:

1. Age of the company;
2. Qualifications of key personnel to be assigned to this project; resume of Contract Manager;
3. Location of Contractor's office(s) and nearest account;
4. A listing of at least three facilities currently being serviced that County staff may visit to evaluate a representative sampling of the bidders performance. The facilities shall be identified by Company name, address, point of contact, phone number, and number of elevators being serviced;

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5. Identify any contracts that have been canceled during the last five years;
6. Identify any litigation over service agreements in the last five years;
7. Employee training; benefits; standard of conduct;
8. Supervisory plan and policy;
9. Uniform policy;
10. Reporting plans, procedures, documents;
11. Company's policy in recruitment and assignment to ensure that only fit an proper person(s) are hired and that the appropriate skill sets are deployed to fit site specific needs.

BID PRICING

Bidders shall provide bid pricing for an annual full service contract. This annual service total figure shall be divided by twelve and invoiced on a monthly basis. Also being requested are after hours service charge, hourly rates for a service technician and Supervisor; and any travel or other charges that you may apply during term of service to non-maintenance calls. Additional elevators or equipment not reported in Attachment 1 may be added (or deleted) from the scope of work at negotiated rates. No additional fees may be applied once an agreement is in place (IE: fuel surcharge, environmental fee, etc.).

PRICE INCREASES

Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the discretion of the County, an annual price increase for fixed pricing items may be negotiated. It is the intent of the County to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve month period reported at the time of request. In the event of an extraordinary factor (such an increase in the federal minimum wage) occurring out of the annual cycle, the County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. All price increases shall be at the sole discretion of the County.

BID AWARD CRITERIA

The bid will be awarded as soon as possible to the most responsible, responsive bidder as determined by the following evaluation criteria:

1. Preliminary Bid Criteria - 75 Points; The following factors will be evaluated and sub-totaled to determine which bidders will be evaluated in the Final Bid Criteria.

Cost - 45 Points

The vendor price shall include all manpower, materials and equipment required to provide routine maintenance, service, adjustments and repairs. No additional fees shall be added to this price once submitted. The vendor with the lowest annual price will receive the full 45 points in the Bid Evaluation. Unit rates for other services as enumerated in Bid Pricing section above will also be evaluated and may result in rejections of bids or adjustments of annual prices for purposes of point if deemed excessive. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. For example, if the low bid was \$1.00 per year and the next bidder was \$1.10, the second bidder would receive 31.8 points or 91% of the score. Example:

Low Bid
Bid Amount X 45 = *Point Score for Costs*

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Contractor's qualifications and experience - 15 Points

- a. Age of the company, qualifications of key personnel to be assigned to this project, extent of Contractor activities, locations of Contractor's office(s) and location of service personal to be assigned.
- b. Verifiable experience in providing similar services. Proven ability to effectively manage multiple sites. Companies should provide relevant experience data and references.
- c. Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans; procedures; documents; staffing; and subcontractors.
- d. Company's policy in recruitment and assignment to ensure that only fit an proper person(s) are hired and that the appropriate skill sets are deployed to fit site specific needs.
- e. The financial stability of Contractor as determined by any and all information received by the County as part of the required bid information submitted.
- f. Information gained as a result of input supplied by the Company's main supply vendors.

Operations & Management Plan - 15 Points

Contractor's staffing and approach to providing the services under this bid as indicated by:

- a. Staffing (5 points) - An adequate number of trained employees capable off providing the services listed. The quantity of labor and supervision assigned to the facilities to successfully complete the work. The Contractor's proposed supervisor(s) experience, training and other qualifications to be included in the evaluation.
- b. Process (10 points) - Contractors plan to perform the services required in Attachment 1. The systems, procedures and forms used by Contractor to monitor the quality of services shall be presented. Specific attention shall be paid to ongoing monitoring and evaluation of equipment for operating condition and system efficiency, as well as the training and inclusion of County staff wherever possible.

2. Final Bid Criteria - 25 points

Presentation and Visitation of Service Sites - 25 points:

- a. Interviews (15 points) - Following the evaluation of the items listed above, the three bidders with the highest subtotals will be selected to have an interview with County staff. The bidders shall include a detailed presentation of the O & M plan as a minimum and may present any information that the bidder deems important to display their product and promote their businesses.
- b. Site Visits (10 points) - Following the interviews, County staff shall visit no less than one of the current service sites provided by the three bidders to evaluate the bidder's performance. Site visits shall include both interior use of active elevators as well as visiting an elevator machine room.

Total 100 Points

CLARIFICATIONS/DISCUSSIONS

Leon County may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Leon County reserves the right to conduct discussions with those

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respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Leon County and respondent are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Leon County will not assist respondent bring its proposal up to the level of other proposals through discussions. Leon County will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests 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 issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
October 13, 2014	Release of the ITB
October 29, 2014 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: October 29, 2014 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: November 6, 2014 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall 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

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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.

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 who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid 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 bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking 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.

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from

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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 through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid 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. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

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Should concerns or discrepancies arise during the bid process, bidders 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. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, 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 listing of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder 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 bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. 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."

MINORITY and 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:

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- 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 MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

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.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. 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 in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, 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 article, shall be given a preference in the amount of five percent of the bid price.
 - 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 of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

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2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:
 - a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. 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 the 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 bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of 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 bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders 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. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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Contractor shall 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and 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 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.
 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.

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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.

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. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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.

AGREEMENT:

After the bid 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 bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

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.

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid 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.

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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 document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

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, 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

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business practices were involved.

II. CONTRACT PROVISIONS

PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
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 & 2 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.

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.

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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.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

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.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

ASSIGNMENT

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

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

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consideration for the Contractor's indemnification of the County.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations

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BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

BASE BID:

1. Annual Bid Rate (on monthly basis):

This shall be the annual amount divided by 12 to maintain all eighteen (18) County elevators full service.

\$_____ per month

2. After-hours Charges (generally the full OT rate):

- a. \$_____ LS Service Charge
- b. \$_____ per hour Service Technician
- c. \$_____ per hour Supervisor

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**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.***

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IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 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 bid, the employees 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 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 assistance or rehabilitation program if such is available in the employee's community, by 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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

Title

Date

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General
Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

-
1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating:

Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

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Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

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.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability,
Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____
Typed or Printed

Signature _____

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

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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 judgement 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

Address

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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

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ATTACHMENT 1

For complete elevator equipment protection, the successful contractor shall provide maintenance service
 In County facilities located at:

COURTHOUSE (8 ELEVATORS), 301 S. Monroe St., Tallahassee, FI 32301

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	Dover	9	39350
#2	Passenger	Dover	9	39351
#3	Freight/Passenger	Dover	9	39347
#4	Passenger/Prisoner	Dover	5	39348
#5	Freight/Passenger	Dover	9	39349
#6	Passenger	Dover	7	39345
#7	Passenger	Dover	7	39346
#8	Passenger	Dover	5	5412

LIBRARY (3 ELEVATORS), 200 W. Park Ave., Tallahassee, FI 32301

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Staff/Freight	Mowery	4	43676
#2	Passenger/staff	Mowery	3	43680
#3	Passenger	ThyssenKrupp	2	87893

HEALTH DEPARTMENT (1 ELEVATOR), 2965 Municipal Way, Tallahassee, FI 32304

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger Hydro	Mowery	2	40596

WELCOME CENTER BUILDING (1 ELEVATOR), 106 E. Jefferson St., Tallahassee, FI 32301

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	Dover	4	49624

PUBLIC WORKS OFFICE BUILDING (1 ELEVATOR), 2280 Miccosukee Rd., Tallahassee, FI 32308

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	Dover	2	54431

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TRAFFIC COURT (1 ELEVATOR), 1920 Thomasville Rd., Tallahassee, Fl 32303

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	ThyssenKrupp	2	98083

GOVERNMENT ANNEX (BOA) (3 ELEVATORS), 315 S. Calhoun St., Tallahassee, Fl 32301

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	ThyssenKrupp	10	4831
#2	Passenger	ThyssenKrupp	10	4832
#3	Freight	ThyssenKrupp	10	4833

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ATTACHMENT 2 - SERVICES

Elevators are to be maintained in accordance with manufacture's recommendations and specifications. The successful contractor shall regularly and systematically examine, adjust and lubricate as required, and if conditions warrant, repair or replace all elevator parts and devices not specifically excluded by this contract as follows:

TRACTION ELEVATORS

1. The elevator contractor shall keep all elevator equipment operating at peak performance, clean, painted, safe, and component wear tolerance within original design limits. Provide maintenance and adjustments in accordance with the equipment manufacturer's recommendations; replacement parts, fall maintenance, callback service, inspections, tests and repairs, wiring diagrams and adjusting manuals, cleaning, maintain clean and painted floors in elevator equipment areas, secondary levels, and pits. All signal lenses and operating fixtures switches, including key switches and push buttons visible to or used by the public shall be maintained to provide like new operation and appearance.
2. Elevator Contractor will regularly and systematically examine, adjust, and lubricate (as required), and in our sole opinion, if conditions warrant repair or replace all elevator components not specifically excluded under this agreement, and preventive maintenance schedules.
 - A. Machine (including worm and gear where present), thrust bearing, drive sheave, bearings, seals, gaskets, packing, brake assembly, including pulley and brake coil, contracts, linings, springs and component parts.
 - B. Motor (and motor generator where present), motor windings, rotor, stator, armature, commutator, brushes, brush holders and bearings.
 - C. Solid state driver systems, including CSR or inverter components, reactors, filters, heat sinks, amp traps, transducers and all associated control components including line or isolation transformers and chokes.
 - D. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contact, leads, dashpots, timing devices, computer and micro computer devices (including all associated boards, components and connectors), steel selector cable or tape and mechanical and electrical driving equipment.
 - E. Governor, governor sheave and shaft assembly, bearings, contracts and governor jaws.
 - F. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, leveling and slowdown switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs.
 - G. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
 - H. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load weighing equipment, car frame, car sling, car safety mechanism, platform, wood platform sub-flooring, elevator car guide shoes, solid gibs or roller. Also, included are car lift loading and unloading mechanisms where present.
 - I. Signal fixtures including lenses, lamps, bulbs, bells, buzzers, electronic components, contracts, enunciators, roto-dials, key switches, etc.

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- J. Hoist, Compensating and Governor Ropes: Examine and equalize tension of all wire ropes. Renewing of all hoisting ropes, compensating ropes and governor ropes whenever necessary to ensure maintenance of adequate safety factor and crown wear. Elevator contractor shall also shorten hoist ropes as required to maintain legal counterweight bottom clearances. Hoist ropes to be equalized quarterly. Contractor shall properly maintain hoist rope, lubricators throughout this contract, and keep lubricators filled with lubricating fluid designed for use on traction elevators.
3. Testing: Examine semi-annually all safety devices and governors, and conduct annual no load test; annual inspection in accordance with ASME A 17.1 Rule 1002.2 and five (5) year full load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers, power door operation as required by ASME A 17.1 Rule 1002.3. At this time also recalibrated governor (and seal) for proper tripping speed, as required. Car to counterweight balance and car static balance will be checked and adjustments made as required during five year test.

Perform monthly test of the Elevator Emergency communication devices and Elevator Firemen's Emergency System, Phase I & II. Written confirmation and results of all tests shall be forwarded to the Owner upon completion of testing.

Confirm and make contact with Facilities Technician in person on arrival.

4. Load weigh devices will be re-calibrated as a part of the five-year safety tests. NOTE: All tests are recorded in the machine room and tagged on elevator per code.
5. Wiring: The elevator contractor shall be responsible for all electrical wiring and conductors extending to and including the elevator car from main line switch in the machine room. This includes traveling cables, hoistway wiring, conduits and wire ways. The main line switch and its fuses are excluded.
6. Lubricants and Cleaning: Lubricants shall consist of oils, greases and compounds furnished by Contractor, and shall be the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied, it being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in period has elapsed. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall provide approved metal containers for the storage of wiping cloths.
7. The Contractor shall maintain, and if conditions warrant, repair, or replace the following auxiliary equipment:
- A. Emergency lighting, bulbs, batteries, trickler charger and related wiring and components.
 - B. Fire Emergency Operation as pertains in elevator operating devices.
 - C. Emergency Power Operation as pertains to elevator operating devices.
 - D. All existing elevator handicap devices.
 - E. Cab ventilation systems.
8. The Contractor shall maintain Passenger Elevator equipment operating performance as follows: These performance criteria can be achieved by much of the equipment provided by the elevator

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industry. These criteria are guidelines and are to be improved where possible. When these performance guidelines can not be met, the elevator contractor is to provide written explanation to the Owner as to why.

- A. Floor to Floor Times - start to stop one floor run:
- (1) Speeds 200 - 350 fp.m.; 6.0 seconds max.
 - (2) Speeds 350 - 450 fp.m.; 5.5 seconds max.
 - (3) Speeds 500 - 700 fp.m.; 5.0 seconds max.

Variations of up to 1 second in either direction will be allowed to maintain passenger-riding comfort. Floor to floor times are based on typical floor heights of 12'0". Maximum time the elevator required to start moving, once the elevator interlock circuit has been established, shall not exceed .7 seconds.

B. Door Operating Times (Maximum):

- (1) Door Opening:
 - a. Center Opening
 - 36" wide - 1.7 seconds
 - 42" wide - 2.0 seconds
 - 48" wide - 2.2 seconds
 - 54" wide - 2.5 seconds
 - b. Single Slide
 - 36" wide - 2.5 seconds
 - 42" wide - 2.5 seconds
- (2) Door Close:
 - a. Center Opening
 - 36" wide - 2.4 seconds
 - 42" wide - 2.8 seconds
 - 48" wide - 3.1 seconds
 - 54" wide - 3.3 seconds
 - b. Single Slide
 - 36 " wide - 2.7 seconds
 - 42" wide - 4.0 seconds
 - c. Two Speed
 - 36" wide - 2.2 seconds
 - 42" wide - 2.5 seconds
 - 48" wide - 2.8 seconds
- (3) Other performance times:
 - a. Leveling Accuracy.25 inch
 - b. Running Speed 3% (+/-) of original contract speed.

HYDRAULIC ELEVATORS

1. The elevator contractor shall keep all elevator equipment operating at peak performance, clean, painted, safe, and component wear tolerance within original design limits. Provide maintenance and adjustments in accordance with the equipment manufacturer's recommendation: replacement parts, full maintenance, callback service, inspection, tests and repairs, wiring diagrams and adjusting manuals, cleaning, maintain clean and painted floors in elevator equipment areas, secondary levels, and pits. All signal lenses and operating fixture switches, including key switches and push buttons visible to or used by the public shall be maintained to provide like new operation and appearance.

2. Elevator Contractor will regularly and systematically examine, adjust, and lubricate (as required), and if conditions warrant, repair or replace all elevator components not specifically excluded under this agreement or preventive maintenance schedules.
 - a. Pumps, pump motors, operating valves, valve motors (where applicable), leveling valves, plunger packing and bearings, exposed piping, hydraulic fluid tanks, and plungers.
 - b. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance or operating and motor circuits, operating circuit rectifiers.
 - c. Hoistway door interlocks, hoistways door hangers, bottom door guides, auxiliary door closing devices and hoistway switches .
 - d. Automatic power operated door operator, car door hanger, car door contact, door protective devices, car frame, platform, wood platform flooring, car guide rails, car guide shoes, solid gibs or rollers.
 - e. Filters, mufflers and muffler components.
 - f. Signal fixtures including leases, lamps, bulbs, bells, buzzers, electronic components, contracts enunciators, roto-dials, key switches, etc.
3. The Contractor will periodically examine all safety devices and conduct Routine Inspection and Tests required by ASME A 17. 1, Section 1004, and Periodic Inspection and Test required by ASME A] 7. 1, Section 1005, or other applicable codes in effect at the time of this contract.

Perform monthly test of the Elevator Emergency Communication devices and Elevator Firemen's Emergency System, Phase I & H. Written confirmation and results of all test shall be forwarded to the Owner upon completion of testing.

Confirm and make contact with Facilities Technician in person on arrival.

4. Wiring: 'The elevator contractor shall be responsible for all electrical wiring and conductors extending to and including the elevator car from main line switch in the machine room. This includes traveling cables, hoistway wiring, conduits and wire ways. The main line switch and its fuses are excluded.
5. Lubricants and Cleaning: Lubricants shall consist of oils, greases and compounds furnished by Contractor, and shall be of the highest quality, the consistencies of which shall be proper for the purposes employed and for the part of which applied, it being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed except on new parts installed and only if, and for the period recommended by the original manufacturer of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed be cleaning after the working-in period has elapsed. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall provide approved metal containers for the storage of wiping cloths.
6. Oil in each system is to be filtered every two and a half years. Procedures as to include parking elevator at lowest landing, filtering oil into clean drums, cleaning sludge and dirt from bottom of tank and then returning oil to tank.
7. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

Elevator service company is to maintain logs of all hydraulic oil added to each elevator and is required to report any unaccounted oil loss to Owner and provide possible reasons for loss.

8. The Contractor shall also maintain and, if conditions warrant, repair or replace the following auxiliary equipment:
 - a. Emergency lighting, bulbs, batteries, trickler charger and related wiring and components.
 - b. Fire Emergency Operation as pertains in elevator operating devices.
 - c. Emergency Power Operation as pertains in elevator operating devices. This includes batteries for all emergency lowering battery systems.
 - d. All existing elevator handicap devices.
 - e. Cab ventilation systems.
9. The Contractor shall maintain Passenger Elevator equipment operating performance as follows. These performance criteria can be achieved by much of the equipment provided by the elevator industry. These criteria are guidelines and are to be improved on where possible. When these performance guidelines cannot be met, the elevator contractor is to provide written explanation to the Owner as to why.
 - A. Floor to Floor Times - start to stop one floor run up:
 - (1) Speeds under 100 fp.m.; 10.0 seconds max.
 - (2) Speeds over 100 fp.m.; 9.0 seconds max.

Variations of up to 1 second in either direction will be allowed to maintain passenger riding comfort. Floor to floor times are based on typical floor heights of 12'0". Maximum time the elevator requires to start moving, once the elevator requires to start moving, once the elevator interlock circuit has been established, shall not exceed .7 seconds except where reduced voltage starting requires slightly longer times.
 - B. Door Operating Times (Maximum):
 - (1) Door Opening:
 - a. Center Opening
36" wide - 1.7 seconds
42" wide - 2.0 seconds
48" wide - 2.2 seconds
54" wide - 2.5 seconds
 - b. Single Slide
36" wide - 2.5 seconds
42" wide - 2.7 seconds
 - c. Two Speed
36" wide - 2.2 seconds
42" wide - 4.0 seconds
48" wide - 4.8 seconds
54" wide - 5.0 seconds

- (2) Other performance times:
 - a. Level Accuracy .25 inch
 - b. Running Speed 5% (+/-) of original contract speed.

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Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. _____
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid 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).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

PURPOSE:

Leon County is seeking the services of a qualified vendor to establish a contract for maintenance services, equipment upgrades, repairs, and new installations for elevators. All services shall meet or exceed the manufacturer's suggested recommendation for all facets of maintenance services, equipment upgrades, repairs and new installations. This contract will enable Leon County to purchase on an "as needed" basis from an awarded contract. Respondents are requested to submit their total line of available products, services and pricing platforms.

Each service proposed is to be priced separately with all ineligible items identified. Respondents shall provide pricing based on a discount from a manufacturer's price list as well as fixed pricing for in-place annual maintenance services. An Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Leon County requests equal to or better than pricing to be submitted.

While this solicitation specifically covers maintenance services, equipment upgrades, repairs, and new installations for elevators, Leon County reserves the right to negotiate with the successful bidder (s) for any related types of services/upgrades/modifications not specifically listed.

A list of facilities is provided as Attachment 1. It is anticipated that there will be a single award for this bid.

Potential vendors are encouraged to visit the elevator sites prior to the pre-bid to formulate questions and assist in preparing bid submission. For access call 850-606-5000.

AGREEMENT TERMS

The agreement resulting from this Invitation to Bid shall be for a two (2) year period begin on December 1, 2014 and continue to November 30, 2016. Following the initial two (2) year period, at the sole option of the County, the agreement may be extended for no more than three 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 current term.

BIDDER MINIMUM QUALIFICATIONS

Bidders must have been in the elevator maintenance business a minimum of 5 years. Also, the bidder must have maintained a facility or facilities of similar sizes and scopes to those the bidder is responding to in this bid. Further, the Contract Manager for the successful bidder to be assigned to this contract must have a minimum of no less than three (3) years experience in the elevator business with proven supervisory experience.

REQUIRED SUPPORTING DOCUMENTATION

Bidders (along with any other requirements contained in this Invitation to Bid) must submit the following information:

1. Age of the company;
2. Qualifications of key personnel to be assigned to this project; resume of Contract Manager;
3. Location of Contractor's office(s) and nearest account;
4. A listing of at least three facilities currently being serviced that County staff may visit to evaluate a representative sampling of the bidders performance. The facilities shall be identified by Company name, address, point of contact, phone number, and number of elevators being serviced;

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5. Identify any contracts that have been canceled during the last five years;
6. Identify any litigation over service agreements in the last five years;
7. Employee training; benefits; standard of conduct;
8. Supervisory plan and policy;
9. Uniform policy;
10. Reporting plans, procedures, documents;
11. Company's policy in recruitment and assignment to ensure that only fit an proper person(s) are hired and that the appropriate skill sets are deployed to fit site specific needs.

BID PRICING

Bidders shall provide bid pricing for an annual full service contract. This annual service total figure shall be divided by twelve and invoiced on a monthly basis. Also being requested are after hours service charge, hourly rates for a service technician and Supervisor; and any travel or other charges that you may apply during term of service to non-maintenance calls. Additional elevators or equipment not reported in Attachment 1 may be added (or deleted) from the scope of work at negotiated rates. No additional fees may be applied once an agreement is in place (IE: fuel surcharge, environmental fee, etc.).

PRICE INCREASES

Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the discretion of the County, an annual price increase for fixed pricing items may be negotiated. It is the intent of the County to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve month period reported at the time of request. In the event of an extraordinary factor (such an increase in the federal minimum wage) occurring out of the annual cycle, the County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. All price increases shall be at the sole discretion of the County.

BID AWARD CRITERIA

The bid will be awarded as soon as possible to the most responsible, responsive bidder as determined by the following evaluation criteria:

1. Preliminary Bid Criteria - 75 Points; The following factors will be evaluated and sub-totaled to determine which bidders will be evaluated in the Final Bid Criteria.

Cost - 45 Points

The vendor price shall include all manpower, materials and equipment required to provide routine maintenance, service, adjustments and repairs. No additional fees shall be added to this price once submitted. The vendor with the lowest annual price will receive the full 45 points in the Bid Evaluation. Unit rates for other services as enumerated in Bid Pricing section above will also be evaluated and may result in rejections of bids or adjustments of annual prices for purposes of point if deemed excessive. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. For example, if the low bid was \$1.00 per year and the next bidder was \$1.10, the second bidder would receive 31.8 points or 91% of the score. Example:

Low Bid
Bid Amount X 45 = *Point Score for Costs*

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Contractor's qualifications and experience - 15 Points

- a. Age of the company, qualifications of key personnel to be assigned to this project, extent of Contractor activities, locations of Contractor's office(s) and location of service personal to be assigned.
- b. Verifiable experience in providing similar services. Proven ability to effectively manage multiple sites. Companies should provide relevant experience data and references.
- c. Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans; procedures; documents; staffing; and subcontractors.
- d. Company's policy in recruitment and assignment to ensure that only fit an proper person(s) are hired and that the appropriate skill sets are deployed to fit site specific needs.
- e. The financial stability of Contractor as determined by any and all information received by the County as part of the required bid information submitted.
- f. Information gained as a result of input supplied by the Company's main supply vendors.

Operations & Management Plan - 15 Points

Contractor's staffing and approach to providing the services under this bid as indicated by:

- a. Staffing (5 points) - An adequate number of trained employees capable off providing the services listed. The quantity of labor and supervision assigned to the facilities to successfully complete the work. The Contractor's proposed supervisor(s) experience, training and other qualifications to be included in the evaluation.
- b. Process (10 points) - Contractors plan to perform the services required in Attachment 1. The systems, procedures and forms used by Contractor to monitor the quality of services shall be presented. Specific attention shall be paid to ongoing monitoring and evaluation of equipment for operating condition and system efficiency, as well as the training and inclusion of County staff wherever possible.

2. Final Bid Criteria - 25 points

Presentation and Visitation of Service Sites - 25 points:

- a. Interviews (15 points) - Following the evaluation of the items listed above, the three bidders with the highest subtotals will be selected to have an interview with County staff. The bidders shall include a detailed presentation of the O & M plan as a minimum and may present any information that the bidder deems important to display their product and promote their businesses.
- b. Site Visits (10 points) - Following the interviews, County staff shall visit no less than one of the current service sites provided by the three bidders to evaluate the bidder's performance. Site visits shall include both interior use of active elevators as well as visiting an elevator machine room.

Total 100 Points

CLARIFICATIONS/DISCUSSIONS

Leon County may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Leon County reserves the right to conduct discussions with those

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respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Leon County and respondent are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Leon County will not assist respondent bring its proposal up to the level of other proposals through discussions. Leon County will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests 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 issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
October 13, 2014	Release of the ITB
October 29, 2014 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: October 29, 2014 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: November 6, 2014 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall 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

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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.

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 who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid 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 bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking 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.

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from

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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 through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid 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. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

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Should concerns or discrepancies arise during the bid process, bidders 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. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, 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 listing of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder 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 bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. 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."

MINORITY and 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:

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- 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 MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

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.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. 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 in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, 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 article, shall be given a preference in the amount of five percent of the bid price.
 - 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 of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

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2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:
 - a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. 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 the 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 bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of 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 bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders 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. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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Contractor shall 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and 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 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.
 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.

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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.

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. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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.

AGREEMENT:

After the bid 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 bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

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.

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid 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.

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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 document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

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, 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

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business practices were involved.

II. CONTRACT PROVISIONS

PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
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 & 2 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.

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.

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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.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

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.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

ASSIGNMENT

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

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

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consideration for the Contractor's indemnification of the County.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations

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BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

BASE BID:

1. Annual Bid Rate (on monthly basis):

This shall be the annual amount divided by 12 to maintain all eighteen (18) County elevators full service.

\$_____ per month

2. After-hours Charges (generally the full OT rate):

- a. \$_____ LS Service Charge
- b. \$_____ per hour Service Technician
- c. \$_____ per hour Supervisor

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**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.***

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IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 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 bid, the employees 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 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 assistance or rehabilitation program if such is available in the employee's community, by 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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

Title

Date

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General Liability: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Business Auto: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

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Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

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.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability,
Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____
Typed or Printed

Signature _____

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

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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 judgement 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

Address

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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

Bid Title: Elevator Maintenance, Services and Upgrades, Continuing Supply
Bid No: BC-11-06-14-02
Opening Date: November 6, 2014 at 2:00 PM

ATTACHMENT 1

For complete elevator equipment protection, the successful contractor shall provide maintenance service in County facilities located at:

COURTHOUSE (8 ELEVATORS), 301 S. Monroe St., Tallahassee, FL 32301

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	Dover	9	39350
#2	Passenger	Dover	9	39351
#3	Freight/Passenger	Dover	9	39347
#4	Passenger/Prisoner	Dover	5	39348
#5	Freight/Passenger	Dover	9	39349
#6	Passenger	Dover	7	39345
#7	Passenger	Dover	7	39346
#8	Passenger	Dover	5	5412

LIBRARY (3 ELEVATORS), 200 W. Park Ave., Tallahassee, FL 32301

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Staff/Freight	Mowery	4	43676
#2	Passenger/staff	Mowery	3	43680
#3	Passenger	ThyssenKrupp	2	87893

HEALTH DEPARTMENT (1 ELEVATOR), 2965 Municipal Way, Tallahassee, FL 32304

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger Hydro	Mowery	2	40596

WELCOME CENTER BUILDING (1 ELEVATOR), 106 E. Jefferson St., Tallahassee, FL 32301

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	Dover	4	49624

PUBLIC WORKS OFFICE BUILDING (1 ELEVATOR), 2280 Miccosukee Rd., Tallahassee, FL 32308

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	Dover	2	54431

Bid Title: Elevator Maintenance, Services and Upgrades, Continuing Supply
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TRAFFIC COURT (1 ELEVATOR), 1920 Thomasville Rd., Tallahassee, Fl 32303

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	ThyssenKrupp	2	98083

GOVERNMENT ANNEX (BOA) (3 ELEVATORS), 315 S. Calhoun St., Tallahassee, Fl 32301

NUMBER	TYPE	MANUFACTURER	LANDINGS	SERIAL
#1	Passenger	ThyssenKrupp	10	4831
#2	Passenger	ThyssenKrupp	10	4832
#3	Freight	ThyssenKrupp	10	4833

Bid Title: Elevator Maintenance, Services and Upgrades, Continuing Supply

Bid No: BC-11-06-14-02

Opening Date: November 6, 2014 at 2:00 PM

ATTACHMENT 2 - SERVICES

Elevators are to be maintained in accordance with manufacture's recommendations and specifications. The successful contractor shall regularly and systematically examine, adjust and lubricate as required, and if conditions warrant, repair or replace all elevator parts and devices not specifically excluded by this contract as follows:

TRACTION ELEVATORS

1. The elevator contractor shall keep all elevator equipment operating at peak performance, clean, painted, safe, and component wear tolerance within original design limits. Provide maintenance and adjustments in accordance with the equipment manufacturer's recommendations; replacement parts, fall maintenance, callback service, inspections, tests and repairs, wiring diagrams and adjusting manuals, cleaning, maintain clean and painted floors in elevator equipment areas, secondary levels, and pits. All signal lenses and operating fixtures switches, including key switches and push buttons visible to or used by the public shall be maintained to provide like new operation and appearance.
2. Elevator Contractor will regularly and systematically examine, adjust, and lubricate (as required), and in our sole opinion, if conditions warrant repair or replace all elevator components not specifically excluded under this agreement, and preventive maintenance schedules.
 - A. Machine (including worm and gear where present), thrust bearing, drive sheave, bearings, seals, gaskets, packing, brake assembly, including pulley and brake coil, contracts, linings, springs and component parts.
 - B. Motor (and motor generator where present), motor windings, rotor, stator, armature, commutator, brushes, brush holders and bearings.
 - C. Solid state driver systems, including CSR or inverter components, reactors, filters, heat sinks, amp traps, transducers and all associated control components including line or isolation transformers and chokes.
 - D. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contact, leads, dashpots, timing devices, computer and micro computer devices (including all associated boards, components and connectors), steel selector cable or tape and mechanical and electrical driving equipment.
 - E. Governor, governor sheave and shaft assembly, bearings, contracts and governor jaws.
 - F. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, leveling and slowdown switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs.
 - G. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
 - H. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load weighing equipment, car frame, car sling, car safety mechanism, platform, wood platform sub-flooring, elevator car guide shoes, solid gibs or roller. Also, included are car lift loading and unloading mechanisms where present.
 - I. Signal fixtures including lenses, lamps, bulbs, bells, buzzers, electronic components, contracts, enunciators, roto-dials, key switches, etc.

Bid Title: Elevator Maintenance, Services and Upgrades, Continuing Supply

Bid No: BC-11-06-14-02

Opening Date: November 6, 2014 at 2:00 PM

- J. Hoist, Compensating and Governor Ropes: Examine and equalize tension of all wire ropes. Renewing of all hoisting ropes, compensating ropes and governor ropes whenever necessary to ensure maintenance of adequate safety factor and crown wear. Elevator contractor shall also shorten hoist ropes as required to maintain legal counterweight bottom clearances. Hoist ropes to be equalized quarterly. Contractor shall properly maintain hoist rope, lubricators throughout this contract, and keep lubricators filled with lubricating fluid designed for use on traction elevators.
- 3. Testing: Examine semi-annually all safety devices and governors, and conduct annual no load test; annual inspection in accordance with ASME A 17.1 Rule 1002.2 and five (5) year full load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers, power door operation as required by ASME A 17.1 Rule 1002.3. At this time also recalibrated governor (and seal) for proper tripping speed, as required. Car to counterweight balance and car static balance will be checked and adjustments made as required during five year test.

Perform monthly test of the Elevator Emergency communication devices and Elevator Firemen's Emergency System, Phase I & II. Written confirmation and results of all tests shall be forwarded to the Owner upon completion of testing.

Confirm and make contact with Facilities Technician in person on arrival.

- 4. Load weigh devices will be re-calibrated as a part of the five-year safety tests. NOTE: All tests are recorded in the machine room and tagged on elevator per code.
- 5. Wiring: The elevator contractor shall be responsible for all electrical wiring and conductors extending to and including the elevator car from main line switch in the machine room. This includes traveling cables, hoistway wiring, conduits and wire ways. The main line switch and its fuses are excluded.
- 6. Lubricants and Cleaning: Lubricants shall consist of oils, greases and compounds furnished by Contractor, and shall be the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied, it being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in period has elapsed. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall provide approved metal containers for the storage of wiping cloths.
- 7. The Contractor shall maintain, and if conditions warrant, repair, or replace the following auxiliary equipment:
 - A. Emergency lighting, bulbs, batteries, trickler charger and related wiring and components.
 - B. Fire Emergency Operation as pertains in elevator operating devices.
 - C. Emergency Power Operation as pertains to elevator operating devices.
 - D. All existing elevator handicap devices.
 - E. Cab ventilation systems.
- 8. The Contractor shall maintain Passenger Elevator equipment operating performance as follows: These performance criteria can be achieved by much of the equipment provided by the elevator

Bid Title: Elevator Maintenance, Services and Upgrades, Continuing Supply

Bid No: BC-11-06-14-02

Opening Date: November 6, 2014 at 2:00 PM

industry. These criteria are guidelines and are to be improved where possible. When these performance guidelines can not be met, the elevator contractor is to provide written explanation to the Owner as to why.

- A. Floor to Floor Times - start to stop one floor run:
- (1) Speeds 200 - 350 fp.m.; 6.0 seconds max.
 - (2) Speeds 350 - 450 fp.m.; 5.5 seconds max.
 - (3) Speeds 500 - 700 fp.m.; 5.0 seconds max.

Variations of up to 1 second in either direction will be allowed to maintain passenger-riding comfort. Floor to floor times are based on typical floor heights of 12'0". Maximum time the elevator required to start moving, once the elevator interlock circuit has been established, shall not exceed .7 seconds.

- B. Door Operating Times (Maximum):
- (1) Door Opening:
 - a. Center Opening
 - 36" wide - 1.7 seconds
 - 42" wide - 2.0 seconds
 - 48" wide - 2.2 seconds
 - 54" wide - 2.5 seconds
 - b. Single Slide
 - 36" wide - 2.5 seconds
 - 42" wide - 2.5 seconds
 - (2) Door Close:
 - a. Center Opening
 - 36" wide - 2.4 seconds
 - 42" wide - 2.8 seconds
 - 48" wide - 3.1 seconds
 - 54" wide - 3.3 seconds
 - b. Single Slide
 - 36 " wide - 2.7 seconds
 - 42" wide - 4.0 seconds
 - c. Two Speed
 - 36" wide - 2.2 seconds
 - 42" wide - 2.5 seconds
 - 48" wide - 2.8 seconds
 - (3) Other performance times:
 - a. Leveling Accuracy.25 inch
 - b. Running Speed 3% (+/-) of original contract speed.

HYDRAULIC ELEVATORS

1. The elevator contractor shall keep all elevator equipment operating at peak performance, clean, painted, safe, and component wear tolerance within original design limits. Provide maintenance and adjustments in accordance with the equipment manufacturer's recommendation: replacement parts, full maintenance, callback service, inspection, tests and repairs, wiring diagrams and adjusting manuals, cleaning, maintain clean and painted floors in elevator equipment areas, secondary levels, and pits. All signal lenses and operating fixture switches, including key switches and push buttons visible to or used by the public shall be maintained to provide like new operation and appearance.

2. Elevator Contractor will regularly and systematically examine, adjust, and lubricate (as required), and if conditions warrant, repair or replace all elevator components not specifically excluded under this agreement or preventive maintenance schedules.
 - a. Pumps, pump motors, operating valves, valve motors (where applicable), leveling valves, plunger packing and bearings, exposed piping, hydraulic fluid tanks, and plungers.
 - b. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance or operating and motor circuits, operating circuit rectifiers.
 - c. Hoistway door interlocks, hoistways door hangers, bottom door guides, auxiliary door closing devices and hoistway switches .
 - d. Automatic power operated door operator, car door hanger, car door contact, door protective devices, car frame, platform, wood platform flooring, car guide rails, car guide shoes, solid gibs or rollers.
 - e. Filters, mufflers and muffler components.
 - f. Signal fixtures including leases, lamps, bulbs, bells, buzzers, electronic components, contracts enunciators, roto-dials, key switches, etc.
3. The Contractor will periodically examine all safety devices and conduct Routine Inspection and Tests required by ASME A 17. 1, Section 1004, and Periodic Inspection and Test required by ASME A] 7. 1, Section 1005, or other applicable codes in effect at the time of this contract.

Perform monthly test of the Elevator Emergency Communication devices and Elevator Firemen's Emergency System, Phase I & H. Written confirmation and results of all test shall be forwarded to the Owner upon completion of testing.

Confirm and make contact with Facilities Technician in person on arrival.

4. Wiring: 'The elevator contractor shall be responsible for all electrical wiring and conductors extending to and including the elevator car from main line switch in the machine room. This includes traveling cables, hoistway wiring, conduits and wire ways. The main line switch and its fuses are excluded.
5. Lubricants and Cleaning: Lubricants shall consist of oils, greases and compounds furnished by Contractor, and shall be of the highest quality, the consistencies of which shall be proper for the purposes employed and for the part of which applied, it being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed except on new parts installed and only if, and for the period recommended by the original manufacturer of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed be cleaning after the working-in period has elapsed. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall provide approved metal containers for the storage of wiping cloths.
6. Oil in each system is to be filtered every two and a half years. Procedures as to include parking elevator at lowest landing, filtering oil into clean drums, cleaning sludge and dirt from bottom of tank and then returning oil to tank.
7. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

Elevator service company is to maintain logs of all hydraulic oil added to each elevator and is required to report any unaccounted oil loss to Owner and provide possible reasons for loss.

8. The Contractor shall also maintain and, if conditions warrant, repair or replace the following auxiliary equipment:
 - a. Emergency lighting, bulbs, batteries, trickler charger and related wiring and components.
 - b. Fire Emergency Operation as pertains in elevator operating devices.
 - c. Emergency Power Operation as pertains in elevator operating devices. This includes batteries for all emergency lowering battery systems.
 - d. All existing elevator handicap devices.
 - e. Cab ventilation systems.
9. The Contractor shall maintain Passenger Elevator equipment operating performance as follows. These performance criteria can be achieved by much of the equipment provided by the elevator industry. These criteria are guidelines and are to be improved on where possible. When these performance guidelines cannot be met, the elevator contractor is to provide written explanation to the Owner as to why.
 - A. Floor to Floor Times - start to stop one floor run up:
 - (1) Speeds under 100 fp.m.; 10.0 seconds max.
 - (2) Speeds over 100 fp.m.; 9.0 seconds max.

Variations of up to 1 second in either direction will be allowed to maintain passenger riding comfort. Floor to floor times are based on typical floor heights of 12'0". Maximum time the elevator requires to start moving, once the elevator requires to start moving, once the elevator interlock circuit has been established, shall not exceed .7 seconds except where reduced voltage starting requires slightly longer times.

B. Door Operating Times (Maximum):

- (1) Door Opening:
 - a. Center Opening
 - 36" wide - 1.7 seconds
 - 42" wide - 2.0 seconds
 - 48" wide - 2.2 seconds
 - 54" wide - 2.5 seconds
 - b. Single Slide
 - 36" wide - 2.5 seconds
 - 42" wide - 2.7 seconds
 - c. Two Speed
 - 36" wide - 2.2 seconds
 - 42" wide - 4.0 seconds
 - 48" wide - 4.8 seconds
 - 54" wide - 5.0 seconds

Bid Title: Elevator Maintenance, Services, and Upgrades, Continuing Supply
Bid No: BC-11-00-14-02
Opening Date:

Attachment #1
Page 32 of 32

- (2) Other performance times:
 - a. Level Accuracy .25 inch
 - b. Running Speed 5% (+/-) of original contract speed.

**LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-11-06-14-03**

Attachment #1
Page 72 of 72

Bid Title: Elevator Maintenance, Services and Upgrades, Continuing Supply Opening Date: Thursday, November 6, 2014 at 2:00 PM

Item/Vendor	Thyssen Krupp Elevator Americas		Otis / Coastal Elevator
Manual Signature	Yes		Yes
Affidavit of Immigration	Yes		Yes
Insurance	Yes		Yes
Certificate Debarment	Yes		Yes
Rates:			
Per month maintenance	\$ 3944.00		\$ 5860.00
After Hours:	\$227.50		\$285.00
LS Service Charge	\$227.50		\$285.00
Per HR Technician	\$227.50		\$285.00
Per HR Supervisor			
No Bid Document			

Tabulated By:

Shelley Kelley

[Signature]

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-06-14-03**

Attachment #2
Page 1 of 1

Bid Title: Elevator Maintenance, Services and Upgrades, Continuing Supply Opening Date: Thursday, November 6, 2014 at 2:00 PM

Item/Vendor	Thyssen Krupp Elevator Americas		Otis / Coastal Elevator
Manual Signature	Yes		Yes
Affidavit of Immigration	Yes		Yes
Insurance	Yes		Yes
Certificate Debarment	Yes		Yes
Rates:			
Per month maintenance	\$ 3944.00		\$ 5860.00
After Hours:	\$227.50		\$285.00
LS Service Charge	\$227.50		\$285.00
Per HR Technician	\$227.50		\$285.00
Per HR Supervisor			
No Bid Document			

Tabulated By: Shelly Kelley

[Signature]

Attachment #2
Page 1 of 1


**Leon County
Board of County Commissioners
Notes for Agenda Item #19**

Leon County Board of County Commissioners

Cover Sheet for Agenda #19

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Resolution Unifying the Parks and Recreation Fee Schedule

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works Leigh Davis, Director, Parks and Recreation
Lead Staff/ Project Team:	Josh McSwain, Supervisor of Parks, Parks and Recreation

Fiscal Impact:

This item has no fiscal impact to the County. All fees have previously been established by Board action.

Staff Recommendation:

Option #1: Adopt the Resolution Unifying the Parks and Recreation fee schedule (Attachment #1).

Report and Discussion

Background:

This item seeks approval of a proposed Resolution unifying the fee schedule for Leon County Parks and Recreation. Parks and Recreation collects Board-approved fees for the following:

- Pavilion Rentals
- Community Center Rentals
- Campground Rentals/Fees

Leon County Ordinance Sec13-29 provides for the Board to set, by resolution, a fee schedule relating to the use of park facilities and amenities. Currently, park fees are found in a variety of resolutions (Resolution Nos. 92-60, 06-08, 08-10 and 13-70).

Analysis:

The proposed unifying Resolution is recommended to have all of the fee information consolidated into one enabling resolution. Approval of this Resolution will ensure up-to-date information is available to the public and provide a comprehensive source for Parks and Recreation fees. This matter is clerical only, there are no fee changes involved with this action.

Options:

1. Adopt the Resolution unifying the Parks and Recreation fee schedule (Attachment #1).
2. Do not adopt the Resolution unifying the Parks and Recreation fee schedule
3. Board direction

Recommendation:

Option #1.

Attachment:

1. Proposed Resolution

VSL/TP/LD/JM/jm

RESOLUTION NO. R15-____

A RESOLUTION OF THE LEON COUNTY BOARD
OF COUNTY COMMISSIONERS, UNIFYING THE
PARKS AND RECREATION FEES INTO A SINGLE
FEE SCHEDULE.

WHEREAS, Policy 06-1, entitled "Use and Scheduling of Parks & Recreation Facilities," adopted on January 21, 2014, states at Section 5.9 that "[a]ll fees for County charges will be established by Resolution of the Leon County Board of County Commissioners," and

WHEREAS, Section 13-29, of the Leon County Code of Laws, entitled "Fees," states that "[t]he Board of County Commissioners may adopt by resolution a fee schedule relating to the use of park facilities and amenities"; and

WHEREAS, the attached fee schedule entitled "Fees for Parks and Recreation Facilities" reflects charges previously approved by the Board in Resolutions 92-60, 06-08, 08-10, and 13-70, which include all current Parks and Recreation Facility fees; and

WHEREAS, current and future customers of these facilities would benefit from having fees for all Leon County Parks and Recreation facilities listed in a single schedule;

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

1. The attached fee schedule, entitled "Fees for Parks and Recreation Facilities," provides a single schedule of fees for all Leon County Parks and Recreation facilities, and is hereby approved by the Board; and
2. The attached fee schedule shall be effective immediately upon adoption of this resolution.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the ____ day of _____, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Herbert W. A. Thiele
County Attorney

Leon County Parks and Recreation

Fees for Parks and Recreation Facilities

Facility	Fee
Pavilion-Large (J. Lee Vause)	\$120/day
Pavilion-Medium (J. Lee Vause)	\$50/day
Outside shelter at Ft. Braden Community Center	\$25/day
Community Center	\$35/ 4 hours, \$60/8 hours
Community Center Sign	\$10/ day
Campsite- Improved	\$25/day
Campsite-Primitive	\$10/day
Additional Campers/Vehicle-Improved	\$4.00/day
Additional Campers/Vehicle-Improved	\$2.00/day
Dump Station Use	\$6.00/ Use
J. Lee Vause Full Park Rental	\$750.00/Day

All fees are subject to applicable taxes. A \$50 security deposit is also required for Community Centers and \$35 for pavilions.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #20

Leon County Board of County Commissioners

Cover Sheet for Agenda #20

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Approval of the First Addendum to Tri-Party Infrastructure and Conveyance Agreement Between Leon County, Florida and Orchard Pond Greenway, LLC, et al

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Herbert W. A. Thiele, County Attorney

Fiscal Impact:

This item does not have a fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the proposed First Addendum to Tri-Party Infrastructure and Conveyance Agreement (Attachment # 1), and authorize Chairman to execute same.

Report and Discussion

Background:

Leon County entered into the Tri-Party Infrastructure and Conveyance Agreement on or about August 14, 2013, related to the Orchard Pond Parkway Toll Road proposed to be constructed and operated by Orchard Pond Greenway, LLC pursuant to a long-term Toll Road Operation and Lease Agreement wherein the property is owned by Orchard Pond, LLC (Attachment # 2).

On December 4, 2014, counsel for Mr. Jeffrey Phipps on behalf of Orchard Pond, LLC notified the County Attorney's Office that Orchard Pond, LLC desired to convey the toll road property subject to the Tri-Party Infrastructure and Conveyance agreement to Orchard Pond Parkway, LLC and to have that entity substituted as "Owner" in said Agreement.

Analysis:

In order to effectuate the change requested by counsel for Orchard Pond, LLC, the County must enter into a First Addendum to Tri-Party Infrastructure and Conveyance Agreement (Attachment #1) substituting Orchard Pond Parkway, LLC as the "Owner" under said Agreement.

Options:

1. Approve the proposed First Addendum to Tri-Party Infrastructure and Conveyance Agreement between Leon County, Florida and Orchard Pond, LLC, Orchard Pond Greenway, LLC and Orchard Pond Parkway, LLC and authorize the Chairman to execute same.
2. Do not approve the proposed First Addendum to Tri-Party Infrastructure and Conveyance Agreement between Leon County, Florida and Orchard Pond, LLC, Orchard Pond Greenway, LLC and Orchard Pond Parkway, LLC.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed First Addendum to Tri-Party Infrastructure and Conveyance Agreement
2. Tri-Party Infrastructure and Conveyance Agreement dated August 14, 2013

HWAT:ea

**FIRST ADDENDUM TO
TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT**

THIS FIRST ADDENDUM TO TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT (hereinafter "Addendum") is entered into as of the ____ day of _____, 2015, by and between LEON COUNTY, FLORIDA (hereinafter "the County"), a charter county and political subdivision of the State of Florida, ORCHARD POND GREENWAY, LLC (hereinafter "the Operator"), a Florida limited liability company, ORCHARD POND, L.L.C. (hereinafter "OP"), a Florida limited liability company, and ORCHARD POND PARKWAY, LLC (hereinafter "OPP"), a Florida limited liability company.

WHEREAS, the County, the Operator, and OP entered into that certain Tri-Party Infrastructure and Conveyance Agreement effective August 14, 2013, with respect to the construction of a toll road project known as Orchard Pond Parkway ("the Agreement"); and

WHEREAS, the parties to the Agreement now desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the County, the Operator, OP, and OPP hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein as if again set forth in their entirety.
2. The Agreement is hereby amended to provide that OPP, as the successor in title to the real property being the subject of the Agreement, is substituted as the "Owner" (as defined in section 2(n) of the Agreement) in the place of OP.
3. Section 14 of the Agreement is hereby amended with regard to notices to the Owner to read as follows:

For the Owner:

Orchard Pond Parkway, LLC
c/o Jeffrey S. Phipps
500 Orchard Pond Road
Tallahassee, Florida 32312

Copy to:

Michael P. Bist
Gardner, Bist, Wiener, Bowden, Bush
Dee, LaVia & Wright, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308

4. Except as specifically amended in this Addendum, all of the terms, provisions, covenants, and conditions of the Agreement shall remain unmodified and in full force and effect as written.

The above-named parties have executed this Addendum to be effective as of the date set forth above.

**ORCHARD POND, L.L.C., A
FLORIDA LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida
limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

Date: _____

**ORCHARD POND GREENWAY, LLC, A
FLORIDA LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida
limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

Date: _____

**ORCHARD POND PARKWAY, LLC, A
FLORIDA LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida
limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

Date: _____

LEON COUNTY, FLORIDA

By: Mary Ann Lindley, Chairman
Board of County Commissioners

Date: _____

Approved as to Form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

Herbert W.A. Thiele, Esq.
County Attorney

Attested by:

Bob Inzer, Clerk and Comptroller
Leon County, Florida

Deputy Clerk

TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT

THIS TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT ("Agreement") is made as of the *Effective Date* (as defined in Paragraph 2(g) below), by and between **LEON COUNTY, FLORIDA** ("County"), a charter county and political subdivision of the state of Florida, **ORCHARD POND GREENWAY, LLC** ("Operator"), a Florida limited liability company, and **ORCHARD POND, LLC** ("Owner"), a Florida limited liability company, and its successors or assigns.

RECITALS

WHEREAS, the Owner owns approximately 168 acres of land comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000 (collectively the *Parent Tract* as hereinafter defined); and

WHEREAS, the Operator desires to construct upon the *Parent Tract* a toll road project known as the Orchard Pond Parkway; and

WHEREAS, pursuant to the Toll Road Operation and Lease Agreement between the Owner and the Operator (*Operation and Lease Agreement* as hereinafter defined), the Operator will lease a portion of the *Parent Tract* of approximately 52 acres in total land area along with all real property improvements located or to be located in the future thereon (the *Leased Property* as hereinafter defined), and will construct and operate on the *Leased Property* the Orchard Pond Parkway and its associated facilities (the *Toll Road Project* as hereinafter defined), which comprises a project of approximately 5.3 miles in length connecting Meridian Road and Bannerman Road on its eastern terminus and Old Bainbridge Road on its western terminus; and

WHEREAS, pursuant to the *Operation and Lease Agreement*, the *Road Improvements* (as hereinafter defined) in the completed *Toll Road Project*, which are exclusive of the *Toll Operations Improvements* (as hereinafter defined), will become part of the *Leased Property* and be owned in fee simple by, and belong to, the Owner, while the maintenance responsibility for the entire *Toll Road Project* will be that of the Operator; and

WHEREAS, the County, the Operator, and the Owner desire to enter into this Agreement to set forth the conditions pursuant to which (i) the *Toll Road Project* will be constructed by the Operator on the *Leased Property* and (ii) the *Leased Property*, including the *Road Improvements*, will thereafter be conveyed by the Owner to the County, together with the lands and property interests needed for the *Recreational Trails* and the *Scenic Easements* (as hereinafter defined); and

WHEREAS, the County desires to authorize the Operator to continue to operate the *Toll Road Project* on the *Leased Property* after the *Leased Property* has been conveyed in fee simple to the County; and

WHEREAS, the *Toll Road Project* fulfills the County's long-standing desire for an east-west connection between Meridian Road and Bannerman Road on the *Toll Road Project's* eastern terminus and Old Bainbridge Road on the *Toll Road Project's* western terminus; and

WHEREAS, the *Toll Road Project* is included in the Capital Regional Transportation Planning Agency Regional Mobility Plan; and

WHEREAS, the *Toll Road Project* is designed and intended to provide a transportation roadway for use by the population of the Urban Service Area; and

WHEREAS, the *Toll Road Project* is consistent with the Rural designation on the Future Land Use Map of the County's Comprehensive Plan and the Rural zoning district on the Official Zoning Atlas; and

WHEREAS, the County finds that the *Toll Road Project*, as proposed in the design and construction plans approved by the County (the *Plans* as hereinafter defined), is consistent with the County's Comprehensive Plan and the County's Land Development Code, and furthers the public health, safety, and welfare of the County; and

WHEREAS, the County finds that this Agreement strengthens the public planning process, encourages private participation and comprehensive planning, and reduces the cost to the County of providing needed infrastructure such as roads.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, the Operator, and the Owner covenant and agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Definitions.** Unless otherwise specified or the context otherwise requires, the following terms have the following meanings for the purposes of this Agreement:

(a) ***Authorization*** means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit, notarization, or other requirement of any governmental authority that applies to all or any part of the construction and maintenance of the *Toll Road Project* or the conduct of the *Toll Operations*.

(b) ***Comprehensive Plan*** means the Tallahassee-Leon County Comprehensive Plan adopted on July 16, 1990, and revised on December 15, 2011, and as may hereafter be amended.

(c) ***County*** means, when not preceded by the word Leon, the governmental entity known as Leon County, Florida, a charter county and political subdivision of the State of Florida.

(d) **Closing** means the closing of the transaction in which the *Leased Property* is conveyed by the Owner to the County in accordance with this Agreement.

(e) **Designated Person** means the *Representative* of each *Party* who is designated as such for the purposes of Paragraph 32 below.

(f) **Final Project Acceptance Date** means the date on which the Operator has obtained *Authorization* to open the completed *Toll Road Project* to traffic and commence the collection of toll revenues.

(g) **Effective Date** means the date on which the last *Party* signed this Agreement.

(h) **Land Development Code** means land development regulations contained within the Land Development Code at Chapter 10 of the Code of Laws of Leon County, and as may hereafter be amended.

(i) **Law** means any applicable federal, state, or local law, rule, or regulation.

(j) **Leased Property** means the land comprising the portion of the *Parent Tract* generally depicted on Exhibit "A" as the proposed Orchard Pond Parkway alignment, together with any and all *Road Improvements*, and excluding any *Toll Operations Improvements*.

(k) **Maintenance Standards** means the guidelines and criteria on the standards, specifications, policies, procedures, and processes that apply to the maintenance and rehabilitation of, and capital improvements to, the *Road Improvements* as set forth in the *Operation and Lease Agreement*, including any *Plans* submitted by the Operator to the County pursuant to the *Maintenance Standards*.

(l) **Operation and Lease Agreement** means the Toll Road Operation and Lease Agreement between the Owner, as Lessor, and the Operator, as Lessee, to be executed subsequent to the execution of this Agreement, an unsigned copy of which is attached hereto as Exhibit "B."

(m) **Operator** means the entity known as Orchard Pond Greenway, LLC, a Florida limited liability company.

(n) **Owner** means the entity known as Orchard Pond, LLC, a Florida limited liability company.

(o) **Parent Tract** means the tract of land approximately 168 acres in size comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000.

(p) **Party** means a party to this Agreement and "Parties" means all of them.

(q) **Permits** means all permits, licenses, consents, approvals, and agreements that may be required in connection with the construction and installation of the *Road Improvements*, the *Toll Operations Improvements*, and the *Recreational Trails* as contemplated by the *Plans* and as provided for in this Agreement.

(r) **Plans** means any and all of the design plans, construction plans, reports, surveys, and other such documents for the design and construction of any improvements comprising either *Road Improvements*, the *Toll Operations Improvements*, or the *Recreational Trails*.

(s) **Recreational Trail(s)** means the trails located within the *Parent Tract* on lands adjacent to the *Leased Property* to be constructed and maintained by the County for public use by pedestrians and bicyclists, together with any associated facilities located on such lands for stormwater management, parking, and other such supporting facilities.

(t) **Representative** means, with respect to any person, any director, officer, employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other person for whom such person is responsible at law or other representative of such person and any professional advisor, consultant, or engineer designated by such person as its "Representative."

(u) **Road Improvements** means any real property improvements located on, or to be located in the future on, the *Leased Property* and which (i) are constructed in accordance with *Plans*; (ii) enable, or are otherwise associated with, the *Permitted Use*; and (iii) enable, or are otherwise associated with, the lawful operation of a road, street, or highway open to travel by the public including, but not limited to, the associated roadbeds, road surfaces, sidewalks, bicycle lanes, culverts, drains, sluices, ditches, stormwater management facilities, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel.

(v) **Scenic Easement(s)** means the easements located within the *Parent Tract* on lands adjacent to the *Leased Property* created for the benefit of the public for the purpose of maintaining and preserving the view from the Orchard Pond Parkway and the adjacent *Recreational Trails* and to be maintained by the Owner.

(w) **Toll Operations** means the construction, operation, management, maintenance, repair, and rehabilitation of, and toll revenues collection from, or in connection with, the *Toll Operations Improvements* and any other actions relating to the operation of, and toll revenue collection from, the *Toll Operations Improvements* that are to be performed by or on behalf of the Operator.

(x) **Toll Operations Improvements** means any and all improvements, fixtures, and equipment which are constructed or installed on the *Leased Property* and which are not deemed to be *Road Improvements*; such improvements, fixtures, and equipment include, but are not limited to, administration buildings, collection booths, gantries, and other such toll structures, fixtures, and equipment which enable, or are otherwise associated with, the collection of toll revenues.

(y) **Toll Road Project** means the *Road Improvements* together with the *Toll Operations Improvements*.

3. **Purpose.** This Agreement is not intended to, nor does it, approve or authorize any amount of development or type of use on the *Leased Property*, except as otherwise provided

herein, and except as consistent with the requirements of the *Comprehensive Plan* and the *Land Development Code*. Rather, the purpose of this Agreement is to:

(a) clarify the process by which the County will review the *Plans* for the *Road Improvements*, separate and apart from the County's review for approval of any *Permits*, and make final design recommendations in accordance with Paragraph 8(b) below;

(b) set forth the terms by which the Owner, after the Operator's completion of the *Toll Road Project* will convey the *Leased Property* in fee simple to the County along with an assignment of the *Operation and Lease Agreement*; and

(c) set forth the terms by which the Owner will convey to the County the various other property interests adjacent to the *Leased Property* for use as *Recreational Trails* and *Scenic Easements*.

4. **Lands Affected; Use.** The *Toll Road Project* will be located on the *Leased Property*. The *Recreational Trails* and *Scenic Easements*, as described in Paragraph 5 below, will be located on property owned by the Owner adjacent to the *Leased Property*.

(a) The *Parties* acknowledge and agree that the legal descriptions of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* will not be available in its final form until after the completion of the *Road Improvements* and, as such, the descriptions and depictions of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* in the Exhibit "A" on the *Effective Date* of this Agreement are only conceptual and are not intended to be the final form of the legal descriptions.

(b) Pursuant to the *Operation and Lease Agreement*, the final form of the legal description of the *Leased Property* will be completed upon the completion of the *Road Improvements* and will thereafter be incorporated into the *Operation and Lease Agreement* by virtue of an amendment thereto, and will be evidenced in the official records of Leon County, Florida, with the recording therein of an amended Memoranda of Lease. The conveyance of the *Leased Property* to the County shall be subject to the County's receipt of such legal description in accordance with Paragraph 10(c)(ii) below.

(c) The final form of the legal descriptions of the *Scenic Easements* and the *Recreational Trails* will be completed upon the completion of the *Road Improvements*. The conveyance of the *Scenic Easements* and the *Recreational Trails* to the County shall be subject to the County's receipt of such legal descriptions in accordance with Paragraph 10(c)(ii) below.

(d) Unless otherwise consented to by the *Parties* in writing, the use of the lands affected by this Agreement shall be reserved for use by the Owner, the Operator, and the County in the following manner:

- (i) use of the *Toll Road Project* by the Owner, as Lessor, the Operator, as Lessee, and the County, as successor Lessor, in accordance with the terms of the *Operation and Lease Agreement*; and
- (ii) use of the *Scenic Easements* and the *Recreational Trails* by the County and the Owner in accordance with the terms of the documents pertaining

to the Owner's conveyance to the County of the property interests allowing such uses.

5. **Scenic Easements and Recreational Trails.** At *Closing* in accordance with Paragraph 10(c) below, the Owner shall convey to the County the *Scenic Easements* and *Recreational Trails* as described below subject to the conditions that (i) such *Recreational Trails* shall be located upon land that is suitable for development of the intended uses without extraordinary development costs to the County; (ii) that the use of the *Scenic Easements* shall not prohibit use for stormwater management required for the development of the *Recreational Trails*; provided that the County shall use reasonable efforts to minimize such use within the *Scenic Easements* by first attempting to feasibly accommodate such stormwater management needs within the boundaries of its *Recreational Trails*; (iii) to the extent that the *Scenic Easements* do not provide sufficient area for such stormwater management, the Owner shall convey to the County, at no cost to the County, additional easement interests sufficient to accommodate such stormwater management needs; provided, however, that the land area to be encumbered by such additional easement interests shall be limited to no greater than necessary for the County to reasonably accommodate the stormwater management needs as required by the *Permits* for the development of the *Recreational Trails*; and (iv) that such *Scenic Easements* and *Recreational Trails* shall not prohibit use for vehicular access necessary for maintenance of the *Recreational Trails*, *Scenic Easements*, and any stormwater management facilities located therein.

(a) **Scenic Easements.** The Owner shall convey to the County the following *Scenic Easements* as conceptually depicted on Exhibit "A" attached hereto and made a part hereof:

- (i) A *Scenic Easement* over a strip of land approximately fifteen (15) feet in width located:
 1. west of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway; and
 2. immediately south of such portion of the right-of-way for the new Orchard Pond Parkway.
- (ii) A *Scenic Easement* over a strip of land on each side of that portion of the maintained right-of-way for the existing Orchard Pond Road conveyed in fee simple to the County pursuant to Paragraph (b)(ii) below, such that the combined width of such maintained right-of-way conveyed in fee simple to the County and the scenic easements totals eighty (80) feet, with approximately forty (40) feet on each side of the center line of the maintained right-of-way for the existing Orchard Pond Road.

(b) **Recreational Trails.** The Owner shall convey in fee simple to the County the following *Recreational Trails* as conceptually depicted on Exhibit "A" attached hereto and made a part hereof:

- (i) A strip of land for public use by pedestrians and bicyclists approximately fifteen (15) feet in width located:

1. east of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway; and
 2. immediately south of such portion of the right-of-way for the Orchard Pond Parkway.
- (ii) A strip of land for public use by pedestrians and bicyclists within the portion of the maintained right-of-way for the existing Orchard Pond Road located west of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway. Such land may also be used for associated stormwater, parking, and other facilities as may be appropriate to support a pedestrian and bicycle trail.
- (iii) A strip of land for public use as a riverwalk trail to provide pedestrian access to view the Ochlockonee River. Such strip of land is estimated to contain approximately one and one-half (1.5) acres in land area.
- (iv) A rectangular parcel of land located near the western terminus of the Orchard Pond Parkway for public use as parking to support a pedestrian and bicycle trail. Such parcel of land is estimated to contain approximately one (1.0) acre in land area.
- (c) **Roads and Equipment Crossings.** The Owner shall have the right to cross all *Scenic Easements* and *Recreational Trails* with roads or equipment crossings, with the exception of those *Recreational Trails* described in Paragraphs 5(b)(iii) and 5(b)(iv) above. The design and construction of the *Recreational Trails* by the County shall accommodate all existing roads and equipment crossings. The Owner shall be responsible for paying all costs associated with the design and construction of such road(s) and/or equipment crossing(s) that the Owner creates after the County's completion of the *Recreational Trails*. The Owner shall also be responsible, at the Owner's expense, for repairing any damage to the *Scenic Easements* and *Recreational Trails* resulting from such crossings.
6. **Authority for Agreement.** This Agreement is being entered pursuant to the County's home rule authority, its authority as a charter county, and pursuant to authority provided in Chapter 125, Florida Statutes.
7. **Duration of Agreement; Survival.** This Agreement shall be effective as of the *Effective Date* and shall continue in duration until any and all obligations of the *Parties* have been satisfactorily performed. Any and all of the *Parties'* rights or obligations which by their nature are to continue or be performed after the *Closing*, shall survive the *Closing*.
8. **Road Improvements Scope, Design and Construction.** Except as otherwise expressly stated herein, the scope, design and construction of the *Road Improvements* shall be the responsibility of the Operator, at the Operator's expense, and shall be subject to the following conditions:
- (a) **Scope.** The *Road Improvements* shall connect to Meridian Road and Bannerman Road on its eastern terminus and to Old Bainbridge Road on its western terminus.

(b) **Design.** The *Road Improvements* shall be designed in accordance with adopted standards for the design of public collector/arterial roads, with any applicable development standards established in the *Land Development Code*, and with any other applicable *Laws*, and shall be subject to the following review process:

- (i) Separate and apart from the County's review for approval of any *Permits*, the County shall be entitled to review the *Plans* for the design of the *Road Improvements* and provide recommendations to assist in assuring that such design is consistent with the County's standards.
- (ii) The Operator shall submit the *Plans* for *Road Improvements* to the County for review and recommendations at each progress point customary for such roadway design: 30%, 60%, 90%, and 100% of design completion. No later than ten (10) *Business Days* after each such *Plans* receipt by the County, the County shall provide any recommended *Plans* revisions in writing to the Operator; provided, however, that the County shall use reasonable efforts to expedite such review in recognition of the Operator's desire to complete the *Road Improvements* as soon as reasonably possible. Unless otherwise agreed upon by the *Parties*, the County's failure to provide any recommended *Plans* revisions within such timeframe shall be deemed to be the County's acceptance of such *Plans* as submitted for that particular progress point of design completion.
- (iii) If the Operator disapproves of the County's recommended *Plans* revisions, the Operator and the County shall attempt in good faith to reconcile the differences by taking part in the informal dispute resolution procedure set forth in Paragraph 32(a) below; provided, however, that the requirement to take part in the informal dispute resolution procedure in this subparagraph 10(a) shall not be applicable to design elements that are required by *Law*.

(c) **Construction.** The *Road Improvements* shall be constructed in accordance with adopted standards for the construction of public collector/arterial roads, shall meet all County ordinances, codes, and standards, and any other *Laws* applicable at the time of construction, and shall provide for all stormwater management and landscaping as the *Laws* require. In consideration for the benefits provided to the County in this Agreement, the County agrees, as part of its *Permit* process, to accept an application fee of \$90,000.00, which fee shall be remitted at the time of *Permit* application and prior to any *Permit* review. The County will process the application as required by the *Land Development Code*. Prior to the commencement of construction of the *Road Improvements*, the Operator shall, at the Operator's expense, retain an engineering firm approved by the County to provide construction engineering and inspection services ("*CEI Services*") with a scope of services to include, but not be limited to, the following:

- (i) administer, monitor, and inspect the construction contract such that the *Road Improvements* are constructed in reasonable conformity with the *Plans*;
- (ii) observe the construction contractor's work to determine the progress and quality of such work, and identify and report discrepancies to the Operator

and the County, and direct the construction contractor to correct such observed discrepancies; and

- (iii) inform the Operator and the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the construction contractor and the corrective action that has been directed to be performed by the construction contractor.

9. **Comprehensive Plan Amendment Restriction.** For a period of seven (7) years commencing with the *Effective Date* of this Agreement, the Owner, and its successors and assigns, shall be prohibited from filing an application for an amendment to the *Comprehensive Plan* requesting any increased density or intensity on the property comprising the *Parent Tract*; provided, however, that such prohibition shall not be applicable to any portion of the *Parent Tract* that is located within the Urban Service Area, as that term is defined in the *Land Development Code*. This restriction shall not be deemed to represent the County's support for any such amendments to the *Comprehensive Plan* proposed after the specified period seven-year period.

10. **Conditions Precedent to Conveyance of Leased Property to County.** The County's acceptance of the conveyance of the *Leased Property* by the Owner shall be subject to the satisfaction of each and every of the following conditions:

- (a) The County shall be entitled to review the *Plans* for the design of the *Road Improvements* in accordance with Paragraph 8(b) above.

- (b) No later than ten (10) *Business Days* prior to *Closing*, the Owner shall deliver to the County a true copy of the *Maintenance Standards*, in a form acceptable to the County, to be incorporated by amendment into the *Operation and Lease Agreement*; and an executed copy of such amendment to the *Operation and Lease Agreement* shall be delivered to the County at, or prior to, *Closing*.

- (c) Upon reaching the *Final Project Acceptance Date* of the completed *Toll Road Project*, the Owner shall convey the *Leased Property* in fee simple to the County along with an assignment of the *Operation and Lease Agreement* subject to the following terms and conditions:

- (i) The *Closing* shall take place no later than twenty (20) *Business Days* after the *Final Project Acceptance Date*, unless extended by agreement between the Owner and the County, at the law offices of Gardner, Bist, Wiener, Wadsworth & Bowden, P.A., 1300 Thomaswood Drive, Tallahassee, FL 32308, Tallahassee, Florida, or at such other location as agreed upon by the *Parties*;
 - (ii) No later than twenty (20) *Business Days* prior to *Closing*, the Owner shall deliver to the County the final form of the legal descriptions for the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* for use by the County, at the County's expense, in obtaining a title commitment;

- (iii) No later than twenty (20) *Business Days* prior to *Closing*, the Owner, at the Owner's expense, shall deliver to the County surveys of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, which surveys shall:
1. have been prepared in accordance with ALTA standards by a licensed surveyor or engineer;
 2. be certified to the County and the title company;
 3. be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the title commitment; and
 4. be in form and content acceptable to the County, including delivery of a computer disk and shall show all matters disclosed in the title commitment.
- (iv) No later than ten (10) *Business Days* prior to *Closing*, the County shall notify the Owner in writing of any unacceptable title defects in the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, and such title defects shall be cured by Owner, at Owner's expense, prior to *Closing*;
- (v) The Owner shall convey marketable title to the *Leased Property* and the *Recreational Trails* by general warranty deed subject only to:
1. zoning, restrictions, prohibitions, and other limitations imposed by governmental authority;
 2. public utility easements of record;
 3. any and all restrictions of record, exceptions, or other such matters as are set forth in the title commitment; and
 4. the reservation of the Owner's right to cross in accordance with Paragraph 5(c) above.
- (vi) The Owner shall convey the *Scenic Easements* by perpetual easement for the purpose of maintaining and preserving the view from the Orchard Pond Parkway and the adjacent *Recreational Trails* and subject to the following conditions:
1. that such use shall not prohibit the use of such easement for any stormwater management required for the development of the *Recreational Trails*, provided that the County shall use reasonable efforts to minimize such use within the *Scenic Easements* by first attempting to feasibly accommodate such stormwater management needs within the boundaries of its *Recreational Trails*; and
 2. that the Owner shall reserve the right to cross such easements in accordance with Paragraph 5(c) above.

- (vii) Any and all taxes and special assessments which are a lien upon the *Leased Property* or the *Recreational Trails* on or prior to the date of *Closing* (except current ad valorem taxes which are not yet due and payable) shall be paid by the Owner. With regard to any current ad valorem taxes levied against the *Leased Property* or *Recreational Trails*, the Owner shall at *Closing*, in accordance with Section 196.295, Florida Statutes, place in escrow with the Leon County Tax Collector an amount equal to the current ad valorem taxes prorated to the date of *Closing*, based upon the current assessment and millage rates on the *Leased Property* and *Recreational Trails*. This fund shall be used to pay any ad valorem taxes due, and the remainder of ad valorem taxes which would otherwise have been due for that current year shall stand canceled.
- (viii) Any and all documentary stamp taxes and transfer taxes payable in connection with the conveyance of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, the cost of the surveys, and the recording costs to cure any title or survey defects shall be paid by Owner. The County shall pay the cost to record the deeds and the easements, and the costs attributable to the issuance of the owner's title insurance policy.

11. **Operation Rights and Maintenance Responsibilities.** Except as otherwise provided in this Agreement, upon the conveyance to the County of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, the Parties' operation rights and maintenance responsibilities, and the costs associated therewith, shall be as follows:

- (a) The Operator shall be entitled to operate the *Toll Road Project* and shall be responsible for the maintenance thereof.
- (b) The County shall be entitled to operate the *Recreational Trails* and shall be responsible for the maintenance thereof.
- (c) The Owner shall be responsible for the maintenance of the *Scenic Easements*.

12. **Stormwater Management Facilities; Owner's Use; Design.** The Owner shall have the exclusive right to utilize any water contained in the stormwater management facilities located on the *Leased Property*, provided such use does not adversely affect the ability of such stormwater management facilities to function as designed. All stormwater management facilities constructed by the Operator on the *Leased Property* shall be designed to meet applicable County standards at the time of the Operator's application for such *Permits* and shall include accommodations within the boundaries of the *Leased Property* for vehicular ingress and egress to such facilities for maintenance purposes.

13. **Operator's Abandonment of Proposed Construction.** If the Owner decides to not construct the *Toll Road Project*, the Owner shall notify the County, in writing, and request that the County terminate this Agreement. The County agrees to expeditiously approve such request.

14. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the County:

Leon County Department of Public Works
Attn: Director of Engineering Services
2280 Miccosukee Road
Tallahassee, Florida 32308

Copy to:

Leon County Attorney's Office
Attn: Herbert W. A. Thiele, Esquire
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

For the Owner:

Orchard Pond, LLC
c/o

Copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

15. **Amendment.** This Agreement may be amended by mutual written consent of the *Parties* so long as the amendment meets the requirements of Florida law.

16. **Applicable Laws, Jurisdiction, and Venue.** This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of law. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Leon County, Florida.

17. **Assignment.** Any of the *Parties* may assign this Agreement with the approval of the other two *Parties*, which shall not be unreasonably withheld; provided, however, that such assignment shall be permitted only to the extent that it will not result in the Operator's loss of its rights associated with conducting the *Toll Operations* on the *Leased Property* while under the ownership of the County or other such governmental entity.

18. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the *Parties* of this Agreement.

19. **Captions; Headings; Italicized Terms.** The division of this Agreement into articles, sections, and other subdivisions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement. As a matter of convenience, it is the intent of the *Parties* to have displayed all defined terms in italics when used throughout this Agreement. However, the failure to have displayed a defined term in italics, when used in its proper context, shall not be deemed to have changed the meaning of such term from that provided in Paragraph 2 above.

20. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

21. **Due Diligence.** The *Parties* shall each use due diligence in performing their obligations under this Agreement.

22. **Enforcement; Attorneys' Fees.** If any *Party* defaults in the performance of any of the terms, agreements, or conditions contained in this Agreement and another *Party* places the enforcement of this Agreement, or any part thereof, in the hands of an attorney who files suit upon the same and should such non-defaulting *Party* prevail in such suit, the defaulting *Party* shall, to the extent allowed by Law, pay the other *Party's* reasonable attorneys' fees and costs. Nothing herein shall be construed to be a waiver of the County's sovereign immunity..

23. **Entire Agreement.** This Agreement represents the *Parties'* entire agreement and no prior or present agreements or representations shall be binding upon any of the *Parties* unless specifically incorporated herein by reference, whether such prior or present agreements have been made orally or in writing.

24. **Exhibits.** All exhibits attached hereto, except Exhibit "B," contain additional terms of this Agreement and are incorporated herein by reference.

25. **Force Majeure.** The County shall not incur any liability, expense, or obligation for failure to perform any obligation under this Agreement caused in whole or in part by events beyond the County's control, including, but not limited to, war; force of nature (by way of illustration but not by way of limitation, fire, earthquake, and sinkholes); labor disputes; and manufacturing, supplier, or transportation shortages or delays.

26. **Joint Preparation.** This Agreement has been drafted with the participation of the *Parties* and their counsel, and shall not be construed against any *Party* on account of draftsmanship.

27. **Severability.** If any provision of this Agreement should be declared invalid by a final and non-appealable order, decree, or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such provision had not been inserted.

28. **Termination.** This Agreement may be terminated by mutual written consent of the *Parties* subject to the terms and conditions herein.

29. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

30. **Approval.** This Agreement was approved by the County after one (1) public hearing before the County Commission on July 9, 2013.

31. **Indemnification.** If this Agreement is challenged by any person, other the Owner or Operator, as being inconsistent with the *Comprehensive Plan* or the *Land Development Code*, an abuse of discretion, unconstitutional, or otherwise invalid or unlawful for any reason, the Owner and the Operator shall diligently defend this Agreement against such action and shall be liable for and hold the County, its officers, officials, and employees harmless from any costs, fees, damages, and attorney's fees which may be assessed against the County, its officers, officials, and employees by reason thereof. At its option, the County may defend itself, with

Owner and Operator being responsible for the cost of the County's defense. Such indemnification is limited to the execution of this Agreement and does not include any liability arising out of the operation of the *Toll Road Project*.

32. **Informal Dispute Resolution Procedures.** Before instituting any formal action or legal proceedings with any court, the *Parties* agree that they will first attempt in good faith to resolve disputes that may arise under this Agreement as follows:

(a) **Expedited Procedure for Road Improvements Design Disputes.** The Operator and the County agree that, no later than three (3) *Business Days* after the County's receipt of written notice from the Operator of a disagreement with the County's recommended Plans revisions as provided in Paragraph 8(b) above, the designated representative of each such *Party* shall meet to discuss the resolution of such disagreement. The County's designated representative shall be selected by the County Administrator and shall have the authority to resolve the disagreement without further action of the County's Board of County Commissioners or other authority. The Operator shall also select a designated representative who shall be authorized to resolve the disagreement without further action required by the Operator's Board of Directors or other authority. If, within two (2) *Business Days* after their first meeting on the matter, the designated representatives are unable to resolve the disagreement, the matter shall be presented to the Engineering Design Panel (as determined hereinbelow), who shall expeditiously resolve the disagreement by majority vote. The Engineering Design Panel shall be determined as follows:

- (i) No later than ten (10) *Business Days* after the Effective Date of this Agreement, the County and the Operator shall identify to each other an engineering consultant with at the least ten (10) years of substantial transportation design engineering experience in Florida.
- (ii) The two engineering consultants identified by the County and the Operator shall in turn select, no later than ten (10) *Business Days* after being identified, an impartial third engineering consultant with similar qualifications who, together with such two engineering consultants, shall comprise the Engineering Design Panel.
- (iii) The payment of any and all costs associated with the services provided by each of the engineering consultants identified by the *Parties* pursuant to Paragraph 32(a)(i) above, shall be the responsibility of the *Party* that identified each such engineering consultant.
- (iv) The payment of any and all costs associated with the services provided by the third engineering consultant selected pursuant to Paragraph 32(a)(ii) above, shall be the joint responsibility of the County and the Operator to be paid in equal shares.

(b) **Procedures for All Other Disputes.** The *Parties* further agree that, upon receipt of written notice of a dispute from a *Party*, the *Parties* will refer the dispute to the *Designated Person* of each *Party*. The *Designated Persons* shall negotiate in good faith to resolve the dispute, subject to the approval, if necessary, of any board of directors or

other such authority, prior to or simultaneously with resorting to any formal action or legal proceedings with any court, conferring as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other the information pertinent to the dispute. The statements made by *Representatives* of the *Parties* during the dispute resolution mechanisms set forth in this Paragraph 32, and documents specifically created for such dispute resolution mechanisms, shall be considered part of settlement negotiations and shall not be admissible in evidence in any proceeding without the mutual consent of the *Parties*, except as required by any *Law*. Notwithstanding the foregoing, either *Party* may proceed to institute a formal action or legal proceeding at any time if such act is necessary to avoid the passage of time provided for under applicable *Law* imposing a limitations' period on the time for filing or bringing such action in a court of competent jurisdiction.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the *Parties* hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Signed, sealed, and delivered
in the presence of:

ORCHARD POND, LLC

By: SMan Management, LLC
Its: Manager

By: [Signature]
Jeffrey S. Phipps
Its: Manager

Date: 8-13-13

[Signature]
Print: DESTINY BARTLETT

[Signature]
Print: STEVEY ROBERTS

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of August 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC

[Signature]
PRINTED NAME

My commission expires:



ORCHARD POND GREENWAY, LLC

By: SMan Management, LLC
Its: Manager

Destiny Bartlett
Print: Destiny Bartlett

By: [Signature]
Jeffrey S. Phipps
Its: Manager

SK
Print: Steve Roberts

Date: 8.13.13

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of August 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC

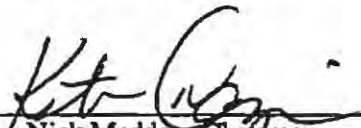
PRINTED NAME

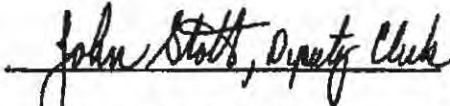
My commission expires.



LEON COUNTY, FLORIDA

ATTESTED BY:
Bob Inzer, Clerk

By: 
Nick Maddox, Chairman
Board of County Commissioners


John Stott, Deputy Clerk

Date: 8/14/13

APPROVED AS TO FORM:
County Attorney's Office


By:  Daniel J. Rife, for
Herbert W. A. Thiele, Esquire 8/14/13
County Attorney

EXHIBIT "A"



EXHIBIT "B"

TOLL ROAD OPERATION AND LEASE AGREEMENT

THIS TOLL ROAD OPERATION AND LEASE AGREEMENT ("Agreement") is made and entered into as of the *Effective Date* (as defined in Section 1.2.10 below), by and among **ORCHARD POND, LLC**, a Florida limited liability company, and its successors and assigns ("Lessor"), and **ORCHARD POND GREENWAY, LLC**, a Florida limited liability company, and its successors and assigns ("Lessee").

RECITALS

WHEREAS, the Lessor owns approximately 168 acres of land comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000 (collectively the *Parent Tract*); and

WHEREAS, the Lessee desires to construct a toll road project known as the Orchard Pond Parkway upon that certain portion of the Parent Tract described on Exhibit "A" hereto, and which is made a part hereof by reference (the *Leased Property* as hereinafter defined); and

WHEREAS, the Lessor, the Lessee, and the *County* (as hereinafter defined), have entered into a Tri-Party Infrastructure and Conveyance Agreement dated _____, 2013 (the *Infrastructure and Conveyance Agreement* as hereinafter defined), regarding the construction of the Orchard Pond Parkway and its associated facilities (the *Toll Road Project* as hereinafter defined) on the *Leased Property*; and

WHEREAS, the *Road Improvements* (as hereinafter defined) will become part of the *Leased Property* and will be owned in fee simple by, and belong to, the Lessor

WHEREAS, pursuant to the *Infrastructure and Conveyance Agreement*, the Lessor is required to convey the *Leased Property* to the County, together with an assignment of this Agreement, no later than thirty (30) days after the substantial completion of the *Toll Road Project*, after which the County will become the successor Lessor for the purpose of this Agreement; and

WHEREAS, to facilitate the performance of its obligations under the *Infrastructure and Conveyance Agreement*, the Lessor desires to lease the *Leased Property* to the Lessee, and the Lessee desires to lease the *Leased Property* from the Lessor and to construct, install, and place the *Toll Road Project* upon the *Leased Property* for the purposes of operating the *Toll System* (as hereinafter defined) and providing the *Toll Services* (as hereinafter defined) in connection therewith, all as hereinafter provided; and

WHEREAS, the Lessor desires to lease the *Leased Property* to the Lessee and grant the Lessee the exclusive right, license, and franchise to receive the *Toll Revenues* (as hereinafter defined) from the *Toll Road Project* and provide the *Toll Services* in connection therewith, all as hereinafter provided.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants, representations, warranties, and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee covenant and agree as follows:

Article 1.

RECITALS, DEFINITIONS AND INTERPRETATION

1.1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

1.2. **Definitions.** Unless otherwise specified or the context otherwise requires, the following terms have the following meanings for the purposes of this Agreement:

1.2.1. ***Agreed Upon Rate*** means the rate of interest payable on judgments and decrees as published by the Florida Department of Financial Services pursuant to Section 55.03(1), Florida Statutes, as may be amended.

1.2.2. ***Approved Additional Investment*** means any *Capital Investment* made by the Lessee, or its successors and assigns, which is directly attributable to the completion of any real property improvements that result in a positive Traffic Impact on the Toll Road Project or otherwise provide an enhancement to the Toll Road Project, and that are:

1.2.2.1. commenced no less than one year after the initial construction, completion, and opening of the *Toll Road Project*; and

1.2.2.2. one or more of the following types of real property improvements:

1.2.2.2.1. improvements or upgrades to the *Toll Road Project* required to support an increase in traffic resulting from the positive *Traffic Impact*;

1.2.2.2.2. new bicycle or pedestrian paths or trails, or improvements or upgrades to any such existing paths or trails, located on or adjacent to the *Leased Property*;

1.2.2.2.3. new nature and wildlife trail systems, or improvements or upgrades to any such existing systems, located on or adjacent to the *Leased Property*;

1.2.2.2.4. installation of noise control measures, including, but not limited to, landscaping and buffers, located on or adjacent to the *Leased Property*;

1.2.2.2.5. construction of a new road located adjacent to the *Leased Property* which results in a positive *Traffic Impact*;

1.2.2.2.6. not a part of the Lessee's maintenance or repair obligations set forth in Section 2.6.3 below; or

1.2.2.2.7. any other improvements as may be negotiated or otherwise agreed upon by the *Parties* in accordance with this Agreement.

1.2.3. **Authorization** means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, *Permit*, notarization, or other requirement of any *Governmental Authority* that applies to all or any part of the construction and maintenance of the *Toll Road Project* or the conduct of the *Toll Operations*.

1.2.4. **Business Day** means any means any day occurring Monday through Friday, except when such day is deemed to be a *Holiday* (as hereinafter defined).

1.2.5. **Capital Investment** means the contribution of cash or land. The dollar amount of a contribution of land shall be measured by the fair market value of the land as of the date on which the construction of any *Approved Additional Investments* commences.

1.2.6. **Contractor** means, with respect to a *Person*, any contractor with whom such *Person* contracts to perform work or supply materials or labor in relation to the *Toll Road Project*, including any subcontractor of any tier, supplier, or materialman directly or indirectly employed pursuant to a subcontract with a *Contractor*, but excluding any attorney and/or financial advisor retained by the Lessee to provide advice in relation to the financing of the *Toll Road Project* and the acquisition, construction, and installation of the *Toll Road Project*. All *Contractors* retained by the Lessee shall meet the requirements set forth in the *Maintenance Standards*.

1.2.7. **County** means, when not preceded by the word Leon, the governmental entity known as Leon County, Florida, a charter county and political subdivision of the State of Florida.

1.2.8. **Designated Person** means the *Representative* of each *Party* who is designated as such for the purposes of Section 15.2.

1.2.9. **Discretion** with respect to any *Person* means the sole and absolute discretion of such *Person*, unless otherwise qualified or limited.

1.2.10. **Effective Date** means the date on which the last *Party* signed this Agreement.

1.2.11. **Emergency** means any occurrence, or threat thereof, whether natural, technological or manmade, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

1.2.12. **Encumbrance** means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, claim, deficiency in title or chain of ownership, trust, deemed trust, or encumbrance of any nature whatsoever, whether arising by operation of *Law* or otherwise created.

1.2.13. **End Date** means the date on which this Agreement expires or is terminated.

1.2.14. **FDOT-AJG-12 Insurance Policy** means the sample copy of the State of Florida, Department of Transportation Bridge, Property and Business Interruption Insurance, Policy Number FDOT-AJG-12 provided by the Lessee as an example of the insurance coverage that the Lessee intends to obtain for the *Toll Road Project*.

1.2.15. **Governmental Authority** means any court, federal, *State, County*, local (including all municipalities, municipal authorities, and districts), or foreign government, department, commission, board, bureau, agency, or instrumentality or other regulatory, administrative, governmental, or quasi-governmental authority.

1.2.16. **Holiday** means any of the following days on which the *County* closes for business in observance of a holiday: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday.

1.2.17. **Infrastructure and Conveyance Agreement** means the Tri-Party Infrastructure and Conveyance Agreement dated _____, 2013, entered into between the Lessor, the Lessee, and the *County* regarding the construction and conveyance of the *Toll Road Project*.

1.2.18. **Interference Event** means an event that results in a negative *Traffic Impact* that is directly and exclusively attributable to a detour of traffic which:

1.2.18.1. is necessitated by the construction or repair of a road, as that term is defined in Section 334.03, Florida Statutes (2012), by, or on behalf of, the Lessor;

1.2.18.2. prevents traffic from entering the *Toll Road Project* at the entrance nearest such detour;

1.2.18.3. continues for a period not less than twelve (12) consecutive hours; and

1.2.18.4. is not the result of an *Emergency*.

1.2.19. **Law** means any applicable federal, state, or local law, rule, or regulation.

1.2.20. **Leased Property** means the land comprising the portion of the Parent Tract described on Exhibit "A" together with any and all *Road Improvements* and excluding any *Toll Operations Improvements*.

1.2.21. **Leasehold Mortgage** means any lease, indenture, pledge, mortgage, deed of trust, or other security agreement or arrangement, including a securitization transaction with respect to Toll Revenues, encumbering any or all of the *Lessee Interest* and that

satisfies all of the conditions in Section 16.1 below. A *Leasehold Mortgage* shall not attach to the Lessor's fee simple estate in the *Leased Property*.

1.2.22. *Leasehold Mortgage Debt* means any bona fide debt secured by a *Leasehold Mortgage*, including:

1.2.22.1. principal;

1.2.22.2. accrued interest, including capitalized interest;

1.2.22.3. customary fees, costs, premiums, expenses, and reimbursement obligations with respect thereto owed to lenders, financial insurers, agents, trustees, and similar service providers;

1.2.22.4. all payment obligations under interest rate hedging agreements with respect thereto, including accreting interest rate hedging agreements; and

1.2.22.5. reimbursement obligations under any credit enhancement with respect thereto.

1.2.23. *Leasehold Mortgagee* means the holder or beneficiary of a *Leasehold Mortgage*, including a financial insurer or guarantor, or an agent, trustee, or other representative or designee of such a holder or beneficiary. Any references in this Agreement to the *Leasehold Mortgagee* shall be references to the *Leasehold Mortgagee* or *Representative* of more than one *Leasehold Mortgagee*, acting on behalf of such *Leasehold Mortgagees*, whose notice was earliest received by the Lessor pursuant to the *Leasehold Mortgagee Notice Requirements* unless the context otherwise requires.

1.2.24. *Leasehold Mortgagee Notice Requirements* means the delivery, by a *Leasehold Mortgagee* to the Lessor, not later than ten (10) *Business Days* after the execution and delivery of a *Leasehold Mortgage* by the Lessee, of a true and complete copy of the executed original of such *Leasehold Mortgage*, together with a written notice containing the name and address of such *Leasehold Mortgagee*.

1.2.25. *Lessee Interest* means the interest, benefits, and rights of the Lessee, and its successors and assigns in the leasehold estate created by this Agreement, Lessee's ownership rights in the *Toll Operations Improvements*, and any and all of the other rights and obligations of the Lessee under this Agreement, including the interest and franchise described in Section 2.1 below.

1.2.26. *Losses* mean any loss, liability, damage, penalty, charge, or out-of-pocket and documented cost or expense, excluding any punitive, special, indirect, and consequential damages and any contingent liability until such liability becomes actual; provided that all actual payments reasonably made by any *Person* to third parties or reasonable out-of-pocket and documented costs or expenses actually suffered or incurred by any *Person* in respect of claims made by third parties shall constitute *Losses* of such *Person* whether or not such payments or such costs and expenses relate to punitive, special, indirect, and consequential damages or contingent liabilities of such third parties. The use of the term *Losses* in this Agreement shall in no way be deemed a *Party's* admission of liability for such *Losses* or a waiver of a *Party's* defenses against a claim for *Losses*.

1.2.27. **Maintenance Standards** means the standards prescribed for the operation and conduct of the *Road Improvements* as set forth in Section 5.1 below.

1.2.28. **Operating Agreements** means any and all material agreements, contracts, or commitments to which the Lessee is a party or otherwise relating to the *Road Improvements, Maintenance Standards, or Toll Operations* as in force from time to time including, but not limited to, warranties or guaranties, or toll operation and enforcement contracts, but excluding any *Leasehold Mortgage* and financing documents related thereto.

1.2.29. **Parent Tract** means the tract of land approximately 168 acres in size comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000.

1.2.30. **Party** means a party to this Agreement and "Parties" means all of them.

1.2.31. **Permanent Closure** means the occurrence of the *Toll Road Project* being permanently closed for use by the public, which permanent closure is directly and exclusively attributable to an action by the Lessor.

1.2.32. **Permits** means all permits, licenses, consents, approvals, and agreements that may be required in connection with the construction and installation of the *Road Improvements* and the *Toll Operations Improvements* as contemplated by the *Plans* and as provided for in this Agreement.

1.2.33. **Permitted Lessee Encumbrance** means any of the following *Encumbrances* permitted to be placed on the Lessor's fee simple ownership of the *Leased Property* through actions of the Lessee:

1.2.33.1. any *Encumbrance* that is being contested in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.33.2. any lien or security interest for obligations not yet due and payable to a *Contractor* or other *Person* including, but not limited to, inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's, or other like *Encumbrances* arising in the ordinary course of business of the *Road Improvements, Maintenance Standards, or Toll Operations* or the Lessee's performance of its obligations hereunder, and in respect of obligations that are not delinquent or are being contested by the Lessee in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*; and

1.2.33.3. any *Encumbrance* consented to in writing by the Lessor.

1.2.34. **Permitted Lessor Encumbrance** means any of the following *Encumbrances* permitted to be placed on the *Leased Property* through actions of the Lessor:

1.2.34.1. the rights and interests of the Lessee under this Agreement;

1.2.34.2. any *Encumbrance* that is being contested by the Lessor in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.34.3. any lien or security interest for obligations not yet due and payable to a *Contractor* or other *Person* including, but not limited to, inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's, or other like *Encumbrances* arising in the ordinary course of the Lessor's maintenance or repair of the *Leased Property* upon the Lessee's failure to do so as obligated in this Agreement or the Lessor's performance of its obligations hereunder, and in respect of such obligations that either are not delinquent or are being contested by the Lessor in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.34.4. any easement, covenant, condition, right-of-way, servitude, or any zoning, building, environmental, health, or safety *Law* relating to the development, use, or operation of the *Toll Road Project*, or other similar reservation, right, and restriction, or other defects and irregularities in the title to the *Leased Property* that do not materially interfere with the *Toll Operations*, in whole or in part, or the rights and benefits of the Lessee under this Agreement or materially impair the value of the *Lessee Interest*;

1.2.34.5. any right reserved to or vested in any *Governmental Authority* by any statutory provision;

1.2.34.6. any other *Encumbrance* permitted hereunder;

1.2.34.7. any *Permitted Lessee Encumbrance*;

1.2.34.8. any rights reserved to or vested in the Lessor by any statutory provision;

1.2.34.9. any *Encumbrance* consented to in writing by the Lessee; and

1.2.34.10. any amendment, extension, renewal, or replacement of any of the foregoing.

1.2.35. *Permitted Use* means the limitation on the use of the *Leased Property* as set forth in Section 2.4 below.

1.2.36. *Person* means any individual (including, the heirs, beneficiaries, executors, legal representatives, or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association, or other entity or a *Governmental Authority*, and such *Person's* permitted successors and assigns.

1.2.37. *Plans* means any and all of the design plans, construction plans, reports, surveys, and other such documents for the design and construction of any improvements comprising either *Road Improvements* or *Toll Operations Improvements*.

1.2.38. **Reporting Year** means each fiscal year of the Lessee ending September 30 during the *Term*, except that unless the Closing Date is the first day of January, the first Reporting Year shall be a partial year commencing on the Closing Date and ending on the next September 30 and the last Reporting Year shall be a partial Reporting Year commencing January 1 of such Reporting Year and ending on the *End Date*.

1.2.39. **Representative** means, with respect to any *Person*, any director, officer, employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, *Contractor*, other *Person* for whom such *Person* is responsible at law or other representative of such *Person* and any professional advisor, consultant, or engineer designated by such *Person* as its "Representative."

1.2.40. **Restoration or Restore** means, with respect to any property loss, destruction, or damage of the *Toll Road Project*, to repair, rebuild, or restore the affected parts of the *Toll Road Project* to at least the same condition in which they were before the occurrence of such casualty loss, destruction, or damage.

1.2.41. **Road Improvements** means any real property improvements located on, or to be located in the future on, the *Leased Property* and which (i) are constructed in accordance with *Plans*; (ii) enable, or are otherwise associated with, the *Permitted Use*; and (iii) enable, or are otherwise associated with, the lawful operation of a road, street, or highway open to travel by the public including, but not limited to, the associated roadbeds, road surfaces, sidewalks, bicycle lanes, culverts, drains, sluices, ditches, stormwater management facilities, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel.

1.2.42. **State** means the State of Florida including any agency or instrumentality thereof.

1.2.43. **Term** has the meaning as set forth in Section 2.3 below.

1.2.44. **Termination Date** means the date on which this Agreement is terminated by either *Party* for any reason other than the expiration of the *Term*.

1.2.45. **Toll Operations** means:

1.2.45.1. the construction, operation, management, maintenance, repair, and rehabilitation of, and *Toll Revenues* collection from, or in connection with, the *Toll Operations Improvements*; and

1.2.45.2. any and all other actions relating to the operation of, and *Toll Revenues* collection from, the *Toll Operations Improvements* that are to be performed by or on behalf of the Lessee pursuant to this Agreement.

1.2.46. **Toll Operations Improvements** means any and all improvements, fixtures, and equipment which are constructed or installed on the *Leased Property* and which are not deemed to be *Road Improvements*; such improvements, fixtures, and equipment include, but are not limited to, administration buildings, collection booths, gantries, and other such toll structures, fixtures, and equipment which enable, or are otherwise associated with, the collection of *Toll Revenues*.

1.2.47. ***Toll Revenues*** has the meaning as set forth in Section 6.1.2.1 below.

1.2.48. ***Toll Road Project*** means the *Road Improvements* together with the *Toll Operations Improvements*.

1.2.49. ***Toll Road Purposes*** means the use of the *Toll Road Project* for transportation in a manner consistent with the operation by the Lessee of controlled access public roadway in accordance with any and all *Permits* and applicable *Laws*, and always in compliance with the *Maintenance Standards*.

1.2.50. ***Toll Services*** means the services to be provided to the public by the Lessee in its capacity as grantee of the rights to operate the *Toll Road Project* pursuant to Section 2.1 below.

1.2.51. ***Traffic Impact*** means a measurable effect on the number of vehicles using the *Toll Road Project*, which effect can be either positive, resulting in an increase in vehicular traffic, or negative, resulting in a decrease in vehicular traffic.

1.2.52. ***Transfer*** means to sell, convey, assign, delegate, lease, sublease, mortgage, encumber, transfer, or otherwise dispose of, voluntarily or involuntarily, by operation of law or otherwise.

1.2.53. ***Transferee*** means any *Person* to whom the Lessee conveys, or purports to convey, any or all of the *Lessee Interest*.

1.3. **Trade Meanings.** Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

Article 2.

THE TRANSACTION; TITLE; COVENANTS

2.1. Right to Operate Toll Road Project.

2.1.1. During the *Term* of this Agreement, and upon the terms and conditions set forth herein, the Lessor shall and does hereby grant to the Lessee the exclusive right, license, and franchise to conduct and perform the *Toll Operations* and to collect, receive, and use the *Toll Revenues* for *Toll Road Purposes* as provided for herein.

2.1.2. The Lessee hereby agrees to conduct and perform the *Toll Operations*, and to collect, use, and apply the *Toll Revenues*, in the manner and upon the terms and conditions provided for herein.

2.2. **Grant of Lease; Consideration and Rent.** Upon the terms and subject to the conditions of this Agreement, during the *Term* of this Agreement:

2.2.1. The Lessor shall and does hereby lease, let, and devise to the Lessee, for use as set forth herein, the *Leased Property*, free and clear of *Encumbrances* other than *Permitted Lessor Encumbrances* for and during the *Term*, and the Lessee hereby accepts such lease, let, and devise from the Lessor.

2.2.1.1. The Lessor and Lessee acknowledge and agree that the legal description of the *Leased Property* will not be available in its final form until after

the completion of the *Road Improvements* and, as such, the description and depiction of the *Leased Property* in the Exhibit "A" on the *Effective Date* of this Agreement is only a conceptual plan and is not intended to be the final form of the legal description.

2.2.1.2. Upon the completion of the *Road Improvements*, the Lessee shall forthwith complete the legal description of the *Leased Property* and forward it to the Lessor for review and approval. Upon the Lessor's approval, the Lessee shall prepare for the *Parties'* execution an amendment to this Agreement to incorporate herein the final form of such legal description. Upon execution by the *Parties'*, an amendment to the recorded Memoranda of Lease shall be prepared and recorded in accordance with Section 2.7 below.

2.2.2. This lease, let, and devise of the *Leased Property* is granted to the Lessee by the Lessor in consideration for the Lessee's construction and operation of the *Toll Road Project* upon the *Leased Property* and for the Lessee's use of the *Leased Property* to provide the *Toll Operations* and *Toll Services* throughout the *Term*. In addition, the Lessee hereby agrees to pay rent to the Lessor in the annual amount of One and 00/100 Dollars (\$1.00), to be delivered annually no later than October 1 to the Lessor at the address provided in Section 18.18.1 below.

2.3. **Term and Extensions.**

2.3.1. **Term.** This Agreement shall commence on ____ day of _____, 2013 and shall continue in effect until the date that is ninety-nine (99) years thereafter, unless terminated sooner or extended pursuant to the terms hereof.

2.3.2. **Extension for Approved Additional Investment.** In the event the Lessee causes any *Approved Additional Investment(s)* to be made, the *Term* shall be extended automatically. The period of such extension shall be determined and evidenced as follows:

2.3.2.1. The extension shall be determined by multiplying ninety-nine (99) years times a fraction, the numerator of which shall be the dollar amount of the *Approved Additional Investment* and the denominator of which shall be Five Million and 00/100 Dollars (\$5,000,000.00). Notwithstanding the foregoing, in no event shall any extension for an *Approved Additional Investment*, when added to the time remaining under the existing *Term* immediately prior to such extension, exceed ninety-nine (99) years.

2.3.2.2. Upon the occurrence of such extension, the Lessee, at Lessee's expense, shall prepare for the *Parties'* execution an amendment to the recorded Memoranda of Lease which reflects the new *Term* as extended and which, upon the *Parties'* execution, shall be recorded in accordance with Section 2.7 below.

2.4. **Permitted Use.** The Lessee's use of the *Leased Property* shall be limited to conducting *Toll Operations* and constructing, installing, operating, and maintaining any and all *Road Improvements* and *Toll Operations Improvements*, and any other such activities necessary to conduct *Toll Operations*.

2.5. Title to the Leased Property and the Toll Operations Improvements.

2.5.1. Notwithstanding anything to the contrary in this Agreement, the *Leased Property*, as defined in Section 1.2.20 above, shall during the *Term* of this Agreement be owned in fee simple by, and belong to, the Lessor. All benefits and burdens of ownership of the *Leased Property*, including title, depreciation, tax credits, and all other tax items, shall be and remain in the Lessor during the *Term* of this Agreement; provided, however, that to the extent the Lessee may claim any depreciation, tax credit, or other such tax benefit by virtue of its operation of the *Toll Road Project*, the Lessor shall, to the extent allowed by *Law*, cooperate with the Lessee in executing any documentation necessary to allow the Lessee to make such claim.

2.5.2. The ownership of the *Toll Operations Improvements* during the *Term* of this Agreement shall be deemed to be the property of the Lessee separate and apart from the real property comprising the *Leased Property* and, as such, the ownership of the *Toll Operations Improvements* shall be and remain in the Lessee during the *Term* of this Agreement.

2.5.3. The Lessor and the Lessee agree that:

2.5.3.1. the Lessor's ownership in fee simple of the *Leased Property*, the Lessee's leasehold estate in the *Leased Property* granted hereby, and the Lessee's ownership in the *Toll Operations Improvements* each is and shall be separable, one from the others;

2.5.3.2. title to the *Toll Operations Improvements* may, subject to the terms of this Agreement, be effectively transferred without a conveyance of the leasehold estate created hereby;

2.5.3.3. the leasehold estate created hereby may, subject to the terms of this Agreement, be effectively conveyed without a transfer of title to the *Toll Operations Improvements*;

2.5.3.4. upon any conveyance of the *Leased Property* by the Lessor, or its successors and assigns, as allowed pursuant to Section 18.3.2 below, the Lessee shall cooperate in executing and delivering any documents as deemed necessary by the Lessor, or its successors and assigns, to evidence and document the Lessee's disclaimer to any interest in the fee simple title to the *Leased Property* other than the leasehold estate created hereby; and

2.5.3.5. upon expiration or other termination of this Agreement, either by the Lessee's election or by the Lessor's election resulting from a default by the Lessee, the Lessee shall cooperate in executing and delivering any documents as deemed necessary by the Lessor, or its successors and assigns, to evidence and document the Lessee's disclaimer to any interest in the fee simple title to the *Leased Property*.

2.6. Covenants.

2.6.1. **Injunctions.** If any *Governmental Authority* of competent jurisdiction at any time issues a preliminary or permanent injunction, temporary restraining order, or

other order which would prohibit or materially restrict, hinder, or adversely affect the performance by any *Party* of its obligations hereunder, each *Party* shall use all reasonable efforts to have such injunction, decree, or order dissolved or otherwise eliminated, or to eliminate the condition that formed the basis for such injunction or order, in each case as promptly as may be reasonably possible. Any and all costs incurred by any *Party* pursuant to any action taken in accordance with this Section 2.6.1 shall be borne by the *Party* against whom such injunction, restraining order, or other order has been entered or whose alleged action or inaction in violation of applicable *Law* is the basis for issuance of such injunction, restraining order, or other order.

2.6.2. Construction of Toll Road Project. The Lessee shall cause the *Toll Road Project* to be constructed, placed, and/or installed upon the Leased Property in accordance with Article 4 below.

2.6.3. Operation of the Toll Road Project. Upon completion of the *Toll Road Project*, the Lessee shall, at Lessee's expense, be responsible for the *Toll Operations* and shall otherwise cause the *Toll Road Project* to be operated in the ordinary course in the manner provided for herein and consistent with the *Permits* and all applicable *Laws* and other government *Permits*, licenses, and approvals. The Lessee's responsibility to conduct the *Toll Operations* shall be at Lessee's expense and shall include, but not be limited to, the following:

2.6.3.1. the maintenance and repair of the *Road Improvements* in accordance with the *Maintenance Standards* as set forth in Article 5 below;

2.6.3.2. the maintenance and repair of the *Toll Operations Improvements*;

2.6.3.3. the performance, in all material respects, of all of its obligations under the *Operating Agreements* and not to enter into any *Operating Agreements* other than in the ordinary course of business, and not to incur any indebtedness or *Encumbrances*, other than *Permitted Lessee Encumbrances*; and

2.6.3.4. cause the *Road Improvements* to be operated in accordance with the *Maintenance Standards* and, together with the *Toll Operations Improvements*, in all material respects in accordance with all applicable *Laws*, except to the extent any non-compliance is being contested in good faith by appropriate proceedings.

2.6.3.5. further, the Lessee shall have the sole right, in accordance with Article 6 below, to determine and set the amounts of all tolls to be charged for the use of the *Toll Road Project* and to collect the same.

2.6.4. Access to Information. During the *Term*, the Lessee shall, from time to time and upon receipt of reasonable prior written notice, provide the Lessor reasonable assistance with respect to claims or actions brought by or against third parties based upon events or circumstances concerning the *Toll Road Project* and, in that regard, the Lessee shall:

2.6.4.1. provide reasonable assistance in the collection of information or documents; and

2.6.4.2. make the Lessee's employees available when reasonably requested by the Lessor.

2.7. **Memoranda of Lease.** At the time of closing, the Lessor and the Lessee shall execute and deliver one (1) or more memoranda of lease (collectively, "Memoranda of Lease") in a form reasonably agreed to by them, which they shall record in the official records of Leon County. To the extent that changes are made to this Agreement with respect to the *Term*, the *Leased Property*, or other material matters set forth in the recorded Memoranda of Lease, the Lessor and the Lessee shall execute, deliver, and record an amendment to the recorded Memoranda of Lease reflecting such changes. The Lessor and the Lessee agree not to record this Agreement itself such official records.

Article 3. **TERMS OF THE LEASE**

3.1. **Quiet Enjoyment.** Without limiting any of its remedies upon and during the continuance of a Lessee Default, the Lessor agrees that the Lessee shall, at all times during the *Term*, be entitled to and shall have the quiet possession and enjoyment of the *Leased Property* and the rights and privileges granted to the Lessee hereunder, subject to the provisions contained in this Agreement. The Lessor and the Lessee acknowledge that the Lessee's rights to operate the *Toll Road Project* as a controlled access public roadway and collect tolls thereon are subject to the right of the Lessor, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure that the *Toll Road Project* is used and operated as required by this Agreement. Any entry by the Lessor onto the *Toll Road Project* required or permitted under this Agreement shall not constitute a reentry, trespass, or a breach of the covenant for quiet enjoyment contained in this Agreement.

3.2. Toll Operations.

3.2.1. **Use.** Except as otherwise specifically provided herein, the Lessee's use of the *Leased Property* shall, at all times during the *Term*, be as set forth in Section 2.4 above, and in performing such use Lessee, at Lessee's expense, shall:

3.2.1.1. be responsible for all aspects of the *Toll Operations*;

3.2.1.2. cause the *Toll Operations* to be performed in accordance with the provisions of this Agreement and applicable *Law*; and

3.2.1.3. cause the *Toll Road Project* to be continuously open and operational for use by all members of the public for *Toll Road Purposes* as a controlled access public roadway, twenty-four (24) hours a day, every day.

3.2.2. **Costs and Expenses.** Except as otherwise specifically provided herein, the Lessee shall, at all times during the *Term*, pay or cause to be paid all costs and expenses relating to the *Toll Operations* as and when the same are due and payable.

3.2.3. **Operating Agreements.** The Lessee shall not enter into any *Operating Agreement* that extends beyond the *Term*, unless such agreement is assignable to the Lessor and subject to a right by the Lessor to terminate such agreement without penalty, effective no less than three (3) *Business Days* after providing written notice of such termination.

3.3. No Encumbrances.

3.3.1. By the Lessee. The Lessee shall not do any act or thing that will create any *Encumbrance*, other than a *Permitted Lessee Encumbrance*, against the *Leased Property* and shall promptly remove any *Encumbrance*, other than a *Permitted Lessee Encumbrance*, against the *Leased Property*, unless the *Encumbrance* came into existence as a result of an act, omission, negligence, misconduct, or violation of *Law* by the Lessor. The Lessee shall not be deemed to be in default hereunder if the Lessee continuously, diligently, and in good faith contests any such *Encumbrance*, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such *Encumbrance*; provided that the Lessee:

3.3.1.1. has given notice in advance of the initiation of such proceedings to the Lessor that it is the intent of the Lessee to contest the validity or collection thereof or cause such contest; and

3.3.1.2. has given a satisfactory indemnity to the Lessor or has deposited with the Lessor a surety bond or other security reasonably satisfactory to the Lessor in an amount equal to the amount of the claim or *Encumbrance*, plus such interest and penalties, court costs, or other charges as the Lessor may reasonably estimate to be payable by the Lessee at the conclusion of such contest or as is required to provide insurance over any potential *Encumbrance*. In the event such surety bond or other security shall be so deposited, the same shall be held until such claim or other *Encumbrance* shall have been released and discharged and shall thereupon be returned within thirty (30) days thereafter to the Lessee, less any amounts expended by the Lessor, if any, to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees, or expense incurred by the Lessor, if any, by virtue of the contest of such *Encumbrance*.

3.3.2. By the Lessor. The Lessor shall not do any act or thing that will create or permit to exist any *Encumbrance*, other than a *Permitted Lessor Encumbrance*, against the *Leased Property* and shall promptly remove any *Encumbrance*, other than a *Permitted Lessor Encumbrance*, against the *Leased Property* that came into existence as a result of an act of or omission by the Lessor, or a *Person* claiming through Lessor. The Lessor shall not be deemed to be in default hereunder if the Lessor continuously, diligently, and in good faith contests any such *Encumbrance*, or the validity thereof, by appropriate legal proceedings that shall operate to prevent the foreclosure of any such *Encumbrance*; provided that the Lessor has:

3.3.2.1. given advance notification to the Lessee that it is the intent of the Lessor to contest the validity or collection thereof; and

3.3.2.2. given satisfactory indemnity to the Lessee or has deposited with the Lessee a surety bond or other security reasonably satisfactory to the Lessee in an amount equal to the amount of the claim or *Encumbrance*, plus such interest and penalties, court costs, or other charges as the Lessee may reasonably estimate to be payable by the Lessor at the conclusion of such contest or as is required to provide insurance over any potential *Encumbrance*. In the event such surety bond or other security shall be so deposited, the same shall be held until such claim or

other *Encumbrance* shall have been released and discharged and shall thereupon be returned within thirty (30) days thereafter to the Lessor, less any amounts expended by the Lessee, if any, to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees, or expense incurred by the Lessee, if any, by virtue of the contest of such *Encumbrance*.

3.3.3. **Removal.** Each *Party*, at the reasonable request of the other *Party*, shall use its reasonable efforts to assist such other *Party* in attempting to remove any *Encumbrance*, other than a *Permitted Lessee Encumbrance* or a *Permitted Lessor Encumbrance*, that has come into existence as a result of an act of or omission by such other *Party*; provided that the costs and expenses incurred by any *Party* in connection with such efforts shall be borne by the *Party* whose act or omission has given rise to such *Encumbrance*.

3.4. **Rights of the Lessor to Access and Perform Work on the Toll Road Project.**

3.4.1. **Lessor Inspections/Reservation of Rights.** The Lessor reserves for itself and its *Representatives* the right and shall, at all times during the *Term*, have the right to enter the Leased Property and each and every part thereof at all reasonable times and upon reasonable written notice in the following circumstances:

3.4.1.1. to conduct inspections permitted under Section 7.1 below; or

3.4.1.2. if a Lessee Default exists, which has not been cured within any applicable cure period, to make any necessary repairs to the *Toll Road Project*, perform any work thereon, as permitted under any other provision of this Agreement.

3.4.2. In connection with any entry made pursuant to Section 3.4.1 above, the Lessor shall use reasonable efforts to minimize interference with the *Toll Operations*, including to avoid any breach of applicable *Laws* that would adversely affect the *Toll Road Project* or the *Toll Operations*.

3.5. **Taxes.** Except as otherwise provided herein, the Lessee shall pay when due all federal, state, and local income, excise, and other taxes that are or become payable for any applicable tax periods during the *Term* in respect of the operations at, occupancy of, or conduct of business in or from the *Leased Property* and fixtures or personal property included in the *Toll Operations Improvements*. The Lessee shall have the right to contest in good faith the validity or amount of any taxes which it is responsible to pay under this Section 3.5; provided that:

3.5.1. the Lessee has given prior written notice to the Lessor of each such contest;

3.5.2. no contest by the Lessee may involve, in the reasonable opinion of the Lessor, a possibility of forfeiture or sale of the *Leased Property*; and

3.5.3. upon the final determination of any contest by the Lessee, if the Lessee has not already done so, the Lessee shall pay the amount found to be due, if any, together with any costs, penalties, and interest.

3.6. **Notices of Defaults and Claims.** Each *Party* shall promptly give written notice to the other *Party*:

3.6.1. if a default occurs under this Agreement; or

3.6.2. of all material claims, proceedings, disputes (including labor disputes), or litigation pertaining to the *Leased Property*, *Toll Operations Improvements*, the Lessee, or the *Toll Operations*, whether or not such claim, proceeding, or litigation is covered by insurance, of which such *Party* is aware. In addition, each *Party* shall provide the other *Party* with all reasonable information requested by it from time to time concerning the status of such claims, proceedings, or litigation.

3.7. **Name/Designation.**

3.7.1. **Name.** The name designated for the *Toll Road Project* is "Orchard Pond Parkway" and such name shall not be changed by the Lessee without the prior written approval of the Lessor, which approval may be withheld, delayed, or otherwise conditioned in the *Discretion* of the Lessor.

3.7.2. **License.** The Lessor grants to the Lessee a non-exclusive, non-transferable, royalty-free license during the *Term* to use the name "Orchard Pond Parkway," together with all existing and future-developed logos and marks used in connection with the *Toll Operations*, solely in connection with the performance of the Lessee's obligations and exercise of rights under this Agreement.

3.8. **Enforcement Activities.** Except as permitted herein, the Lessee shall not engage, or otherwise permit the engagement of, private security services to provide traffic patrol, toll enforcement, or law enforcement services on the *Toll Road Project*. Subject to Sections 3.9.1 and 3.9.2 below, the Lessee may utilize passive devices, including videotapes, photographs, microphotographs, other recorded images, written records, reports, or facsimiles, to the extent permitted by *Law*, to assist in the identification of toll violators.

3.8.1. The Lessee may, to the extent permitted by *Law* and at its sole cost and expense, contract with any law enforcement agencies for toll enforcement, or with the Lessor, either for the enforcement of toll violations or to designate persons to be employed by the Lessor to act as "Toll Enforcement Officers," as described in Section 316.1001, *Florida Statutes*, with sole responsibility for the *Toll Road Project*.

3.8.2. The Lessee may enforce all private rights and civil remedies, and the Lessor shall use its reasonable efforts, at the Lessee's expense, to assist in the establishment and maintenance of fines and similar remedies at the *State* level, including enacting or maintaining *Laws*, for toll violations, trespass upon the *Toll Road Project*, and other infringements upon the Lessee's rights or benefits under this Agreement that are at least as restrictive or severe as the remedies for such matters set out in the applicable *Law* as of the *Effective Date*.

3.9. **Police Powers.**

3.9.1. The Lessee acknowledges that the *County* is empowered to enforce all applicable *Laws* on the *Toll Road Project* and all officers authorized by *Law* to make arrests for violations of *Law* in Leon County and each affected jurisdiction shall have the

same powers, duties, and jurisdiction within the limits of the *Toll Road Project* as they have in their respective areas of jurisdiction, and law enforcement officers shall have access to the *Toll Road Project* at any time for the purpose of exercising their law enforcement powers and jurisdiction.

3.9.2. At all times during the *Term* and without notice or compensation to the Lessee, any police, fire, and emergency services and any other security or emergency personnel, including the armed forces, and any *Governmental Authority* with jurisdiction over the *Toll Road Project* shall have access to the *Toll Road Project* as necessary for law enforcement, emergency management, and homeland security purposes, including the prevention of, practice drills for, or response to, a public safety emergency. The Lessee shall cooperate with police, fire, and emergency services and any other security or emergency personnel, including the armed forces, in respect of such emergency management and homeland security purposes.

3.9.3. Notwithstanding the foregoing, except as expressly provided for in Sections 3.4 and 3.9.2 above, no free use of the *Toll Road* shall be required or permitted.

Article 4. **CAPITAL IMPROVEMENTS**

4.1. **Toll Road Project.** The Lessee, with reasonable diligence, and at its sole cost and expense, shall complete, or cause the completion of, the *Toll Road Project* in accordance with the *Plans*. The Lessee shall commence the construction of the *Toll Road Project* no later than sixty (60) days after the issuance of the last *Permit* necessary in connection with the construction of the *Toll Road Project*, and shall complete the *Toll Road Project* not later than twenty-four (24) months after commencing construction

Article 5. **MAINTENANCE STANDARDS**

5.1. **Maintenance Standards Defined.** The term *Maintenance Standards* shall refer to the guidelines and criteria provided to the Lessee on the standards, specifications, policies, procedures, and processes that apply to the maintenance and rehabilitation of, and capital improvements to, the *Road Improvements* as set forth in Exhibit "B," attached hereto and incorporated herein by reference, including any *Plans* submitted by the Lessee to the Lessor pursuant to the *Maintenance Standards*.

5.2. Compliance with Maintenance Standards.

5.2.1. The Lessee shall, and shall cause the *Road Improvements* to, comply with and implement the *Maintenance Standards* in all material respects at all times during the *Term*, including any changes or modifications to the *Maintenance Standards* made pursuant to the terms of this Agreement; provided that the Lessee shall have a reasonable period of time to comply with the introduction of any changes or modifications to the *Maintenance Standards* that are made in accordance with the terms of this Agreement.

5.2.2. The Lessee shall have in place procedures that are designed to achieve compliance with the *Maintenance Standards*. Any failure to meet specific time limits, durations, or frequencies set forth in the *Maintenance Standards* shall not constitute a

violation; provided that any such failure is not inconsistent with procedures that are designed to achieve compliance with the requirements set forth in the *Maintenance Standards*.

5.2.3. Except as specifically set forth in this Agreement, including the *Maintenance Standards*, the Lessee shall, at its sole cost and expense, perform all work required to comply with and implement the *Maintenance Standards* in all material respects, including the capital improvements described therein.

5.2.4. To the extent that any term or provision of the *Maintenance Standards* conflicts with any term or provision otherwise specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision in the *Maintenance Standards*.

5.3. **Modifications to Maintenance Standards.** The *Maintenance Standards* may be modified by mutual written consent of the Lessor and the Lessee. Until the Lessor provides its written approval for the implementation of the Lessee's proposed maintenance standards, the Lessee shall not implement the proposed maintenance standards and shall continue to implement and comply with the then-existing *Maintenance Standards*. The Lessee's proposed maintenance standards shall be deemed incorporated into the *Maintenance Standards* upon written approval by the Lessor in accordance with the terms hereof. If the Lessor refuses to approve any proposed maintenance standards and the Lessee disagrees with such refusal, the Lessee may submit the matter to dispute resolution pursuant to Article 17 below.

Article 6.

TOLLING REGULATIONS; REVENUES; REVENUE PAYMENT

6.1. Toll Rates and Revenues.

6.1.1. **Toll Rates.** The Lessee shall have the absolute right, exercisable in its sole *Discretion*, to set all toll rates and charges to be paid by users of the *Toll Road Project*. Further, the Lessee may increase or decrease such rates from time to time, in its sole *Discretion*. Such toll rates and charges shall, at all times during the *Term*, comply and be in accordance with any and all applicable *Laws*.

6.1.2. Toll Revenues.

6.1.2.1. The term *Toll Revenues* shall mean any and all revenues charged by or on behalf of the Lessee in respect to vehicles using the *Toll Road Project* during the *Term*, including tolls, reasonable fees and charges related to toll devices and electronic tolling (including photographic or video tolling systems authorized by *Law*), reasonable purchase prices, administrative fees (to the extent permitted by *State Law*), and security deposits related to such devices and any associated equipment and reasonable fees and charges, to the extent permitted by applicable *Law*, related to the implementation and administration of tolling, vehicle identification, compliance violation identification, and enforcement proceedings, including in respect to trip-based, account-based, cash, and credit card tolling systems for frequent and infrequent users.

6.1.2.2. The Lessee shall, at all times during the *Term*, have the right, title, entitlement, and interest in and to all *Toll Revenues*.

6.1.3. **Use of Toll Road Revenues.** The Lessee shall use all *Toll Revenues* to pay for the costs necessary for the proper operation and maintenance of the *Toll Road Project* in accordance with the *Maintenance Standards* and any other applicable provisions of this Agreement. *Toll Revenues* collected by the Lessee shall be applied and paid in the following order of priority:

6.1.3.1. first, to the costs of performing all work required to comply with and implement the *Maintenance Standards* and to conduct the *Toll Operations*;

6.1.3.2. second, to the scheduled repayment of *Leasehold Mortgage Debt*;

6.1.3.3. third, to the payment of any rent required to be paid to the Lessor hereunder;

6.1.3.4. fourth, to create and maintain a reasonable reserve for the maintenance, renewal, and replacement of the *Toll Road Project*; and

6.1.3.5. fifth, the balance, if any, shall be the property of the Lessee.

6.1.4. **Records of Toll Road Revenues.** The Lessee shall maintain records adequate to substantiate the receipt and expenditures of all *Toll Revenues*. Upon reasonable request, the Lessee shall make such records available to Lessor or its *Representatives* for inspection.

Article 7. INSPECTIONS AND RECORDS

7.1. Inspection and Review Rights of the Lessor and the Lessee.

7.1.1. **Inspection Right.** The Lessor and its *Representatives* shall, at all times, have access to the *Toll Road Project* and every part thereof. The Lessee shall cause its *Representatives* to furnish the Lessor with every reasonable assistance for inspecting the *Toll Road Project* and the *Toll Operations* for the limited purpose of ascertaining compliance with this Agreement and applicable *Law* including, but not limited to, the following information:

7.1.1.1. income statements, balance sheets, statements of cash flow and changes in financial position, details regarding *Toll Revenues* (including information regarding the collection thereof), operating income, expenses, capital expenditures, and budgeted operating results relating to the *Toll Operations*;

7.1.1.2. all certificates, correspondence, data (including test data), documents, facts, files, information, investigations, materials, notices, *Plans*, projections, records, reports, requests, samples, schedules, statements, studies, surveys, tests, test results, traffic information (including volume counts, classification counts, origin and destination data, speed and travel time information, and vehicle jurisdiction data) analyzed, categorized, characterized, created, collected, generated, maintained, processed, produced, prepared, provided, recorded, stored, or used by the *Toll System*, the Lessee, or any of its

Representatives in connection with the *Toll Road Project* or the *Toll Operations*; and

7.1.1.3. proper, complete, and accurate books, records, accounts, and documents of the Lessee relating to the *Toll Operations*, including, in all cases, any information that is stored electronically or on computer-related media; provided, however, that nothing in this Agreement shall require the disclosure by any *Party* of information that is protected by attorney-client or other legal privilege.

7.1.2. **No Waiver.** Failure by the Lessor or its *Representatives* to inspect, review, or test either:

7.1.2.1. the Lessee's performance of its responsibilities under this Agreement, or any part thereof; or

7.1.2.2. any of the information as provided in Section 7.1.1 above;

shall not constitute a waiver of any of the rights of the Lessor hereunder or any of the obligations or liabilities of the Lessee hereunder. Inspection, review, or testing not followed by a written notice of Lessee Default shall not constitute a waiver of any Lessee Default or constitute an acknowledgement that there has been or will be compliance with this Agreement and applicable *Law*.

7.1.3. **No Undue Interference.** In the course of performing its inspections, reviews, and tests under Section 3.4 above and this Section 7.1, the Lessor shall use reasonable efforts to minimize the effect and duration of any disruption to or impairment of the *Toll Operations* or the Lessee's rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, and tests being performed.

Article 8.

REPRESENTATIONS AND WARRANTIES

8.1. **Representations and Warranties of the Lessor.** The Lessor makes the following representations and warranties to the Lessee and acknowledges that the Lessee and its *Representatives* are relying upon such representations and warranties in entering into this Agreement:

8.1.1. **Organization.** The Lessor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the *State*.

8.1.2. **Authorizations.** The Lessor shall obtain, comply with, promptly renew, and maintain in good standing all authorizations necessary to perform its obligations hereunder.

8.1.3. **Power and Authority.** The Lessor has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed, or performed by it in accordance with the terms hereof.

8.1.4. **Enforceability.** This Agreement has been duly authorized, executed, and delivered by the Lessor and constitutes a valid and legally binding obligation of the Lessor, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforcement of rights of creditors generally and to general principles of equity.

8.1.5. **No Conflicts.** The execution and delivery of this Agreement by the Lessor, the consummation of the transactions contemplated hereby, including the operation of the *Toll Road Project* in accordance with the terms of this Agreement, and the performance by the Lessor of the terms, conditions, and provisions hereof has not and will not contravene, violate, or result in a breach of (with or without the giving of written notice or lapse of time, or both) or acceleration of any material obligations of the Lessor under:

8.1.5.1. any applicable *Law*;

8.1.5.2. any agreement, instrument, or document to which the Lessor is a party or by which the Lessor is bound; or

8.1.5.3. the articles, bylaws, or governing documents of the Lessor.

8.1.6. **Consents.** No consent or approval is required to be obtained by the Lessor from, and no notice or filing is required to be given by the Lessor to or made by the Lessor with, any *Person*, including any *Governmental Authority*, in connection with the execution and delivery by the Lessor of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices of filings which have been given as of the date hereof or such other consents which are not required to be obtained as at the date hereof and are expected to be obtainable following the date hereof.

8.1.7. **Litigation.** There is no action, suit, or proceeding, at law or in equity, or before or by any *Governmental Authority*, pending nor, to the best of the Lessor's knowledge, threatened against the Lessor, which would:

8.1.7.1. have a material adverse effect on the performance of the *Toll Operations*; or

8.1.7.2. materially affect the validity or enforceability of this Agreement.

8.2. **Representations and Warranties of the Lessee.** The Lessee makes the following representations and warranties to the Lessor, and acknowledges that the Lessor and its *Representatives* are relying upon such representations and warranties in entering into this Agreement:

8.2.1. **Organization.** The Lessee is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the *State*. The capital stock, units, partnership or membership interests, and other equity interests or securities of the Lessee, including options, warrants, and other rights to acquire any such equity interests, are owned by the *Persons* set forth in the written certification that the Lessee delivered to the Lessor prior to the *Effective Date*, subject to any changes subsequently approved by the Lessor.

8.2.2. **Authorizations.** The Lessee shall obtain, comply with, promptly renew, and maintain in good standing all *Authorizations* necessary to perform its obligations hereunder.

8.2.3. **Power and Authority.** The Lessee has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed, or performed by it in accordance with the terms hereof.

8.2.4. **Enforceability.** This Agreement has been duly authorized, executed, and delivered by the Lessee and constitutes a valid and legally binding obligation of the Lessee, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

8.2.5. **No Conflicts.** The execution and delivery of this Agreement by the Lessee, the consummation of the transactions contemplated hereby, and the performance by the Lessee of the terms, conditions, and provisions hereof has not and will not contravene, violate, or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Lessee under:

8.2.5.1. any applicable *Law*;

8.2.5.2. any material agreement, instrument, or document to which the Lessee is a party or by which it is bound; or

8.2.5.3. the articles, bylaws, or governing documents of the Lessee.

8.2.6. **Consents.** No consent or approval is required to be obtained by the Lessee from, and no notice or filing is required to be given by the Lessee to or made by the Lessee with, any *Person*, including any *Governmental Authority*, in connection with the execution and delivery by the Lessee of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices of filings which have been given as of the date hereof or such other consents which are not required to be obtained as at the date hereof and are expected to be obtainable following the date hereof.

8.2.7. **Litigation.** There is no action, suit, or proceeding, at law or in equity, or before or by any *Governmental Authority*, pending nor, to the best of the Lessee's knowledge, threatened against the Lessee, which would:

8.2.7.1. have a material adverse effect on the performance of the *Toll Operations*; or

8.2.7.2. materially affect the validity or enforceability of this Agreement.

8.2.8. **Brokers.** There is no investment banker, broker, finder, or other intermediary who has been retained by, or is authorized to act on behalf of, the Lessee or any of its *Representatives* who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

8.2.9. **Accuracy of Information.** All information regarding the Lessee provided to the Lessor by the Lessee or on behalf of the Lessee was accurate in all material respects at the time such information was provided and continues to be accurate in all material respects as of the *Effective Date*.

8.3. **Non-Waiver.** No investigations made by or on behalf of any *Party* at any time shall have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by the other *Party* in this Agreement or pursuant to this Agreement. No waiver by a *Party* of any condition, in whole or in part, shall operate as a waiver of any other condition.

Article 9. **ESTOPPEL CERTIFICATES**

9.1. **Cooperation.** Each *Party* shall, promptly upon the request of the other *Party*, execute and deliver to the other *Party*, standard estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated *Representative* of the *Party* signing such estoppel certificate. Nothing herein shall require the *Party* signing such estoppel certificate to incur any additional obligations or liabilities or to take any action, give any consent, or enter into any document inconsistent with applicable *Law* and the provisions of this Agreement.

Article 10. **COMPLIANCE WITH LAWS**

10.1. **Compliance with Laws.** The Lessee shall, at all times and at its own cost and expense, observe and comply, in all material respects, and cause the *Road Improvements* and the *Toll Operations* to observe and comply, in all material respects, with all applicable *Laws* now existing or later in effect that are applicable to the Lessee or such *Road Improvements* and *Toll Operations*.

10.2. **Contractor and Supplier Contracts.** The Lessee shall include the provisions of Section 10.1 above in every subcontract and supply contract so that they shall be binding on each *Contractor*.

Article 11. **INDEMNIFICATION**

11.1. **Lessee's Indemnity.** The Lessee shall indemnify and hold harmless the Lessor and its respective agents, officers, directors and employees promptly and diligently at the Lessee's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), in connection with any injury or loss of property, personal injury, or death occurring in, on or about the *Leased Property* caused by the negligent or wrongful act or omission of the Lessee. Notwithstanding the foregoing, the Lessee shall not be required to indemnify the Lessor with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of the Lessor or any of the agents or employees of the Lessor nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by the Lessor (or would have been covered had the Lessor maintained the insurance policies the Lessor is required to maintain pursuant to the terms of this Lease).

11.2. **Lessor's Indemnity.** Without waiving any of its right to sovereign immunity, the Lessor shall, to the extent allowed by law, indemnify, save harmless, and defend the Lessee promptly and diligently at the Lessor's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the *Leased Property* caused by the negligent or wrongful act or omission of the Lessor. Notwithstanding the foregoing, the Lessor shall not be required to indemnify the Lessee with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of the Lessee or any of the agents or employees of the Lessee nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by the Lessee (or would have been covered had the Lessee maintained the insurance policies the Lessee is required to maintain pursuant to the terms of this Lease).

11.3. **Notice of Indemnification.** A party's duty to indemnify pursuant to the provisions of this Article 11 shall be conditioned upon the giving of notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with Section 11.4 below.

11.4. **Third Party Claim Procedure.** If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Lease and indemnification in respect of such claim is sought under the provisions of this Article 11 by such party against another party to this Lease, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than 10 *Business Days* prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

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

11.6. **Survival.** The provisions of this Article 11 shall survive the expiration or earlier termination of this Lease.

Article 12.
INSURANCE

12.1. **Insurance Coverage Required.** The Lessee shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the Lessee, its agents, representatives, employees, and/or *Contractors* and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts as agreed upon herein.

12.2. **FDOT AJG-12 Insurance Policy as Sufficient Insurance Coverage.**

12.2.1. The Lessee has provided the Lessor with a copy of the *FDOT-AJG-12 Insurance Policy* as an example of the insurance coverage the Lessee will obtain for the *Toll Road Project*. The Lessor and the Lessee acknowledge and agree that the insurance coverage and amounts as provided in the *FDOT-AJG-12 Insurance Policy* shall satisfy the Lessee's minimum coverage and amounts required for the *Toll Road Project*.

12.2.2. The Lessee shall procure and maintain a policy of insurance with coverage and amounts as provided in the *FDOT-AJG-12 Insurance Policy*, and such policy shall also name and cover the Lessor, its officers, officials, employees, and volunteers as additional insureds.

12.3. **Lessee's Insurance as Primary.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the Lessee, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. In such instances when the Lessee's insurance coverage is primary, the Lessee hereby waives all rights of subrogation against the Lessor with respect to losses payable under such insurance coverage.

12.4. **Certificates of Insurance.** By no later than the Effective Date, and annually during the month of July thereafter, the Lessee shall furnish the Lessor with certificates of insurance and with any endorsements evidencing the coverages described above. Such certificates shall be sent to the Lessor's Risk Manager at the following address; however, the Lessor may change the address to which the Lessee is to send such certificates by providing notice to the Lessee:

Orchard Pond Greenway, LLC

Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Lessor prior to

the commencement of the Lessee's services under this Agreement. The Lessor reserves the right to require copies of all of the Lessee's required insurance policies at any time. Each of the Lessee's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Lessor. All of the Lessee's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

12.5. Inadequacy and Unavailability of Required Coverages. If the Lessee demonstrates to the Lessor's reasonable satisfaction that it has used diligent efforts in the national insurance and reinsurance markets to procure the Required Coverages, and if despite such diligent efforts and through no fault of the Lessee any of such coverages, or any of the required terms of such coverages, including policy limits, become completely unavailable or unavailable at commercially reasonable rates and on commercially reasonable terms from insurance carriers meeting the requirements set forth in Section 12.4 above, the Lessor shall accept alternative insurance packages and programs that provide, in its reasonable opinion, risk coverage as comparable to that contemplated in this Section 12.1 above as is possible under then-existing insurance market conditions at commercially reasonable rates and on commercially reasonable terms.

12.6. Cooperation. The Lessor and the Lessee shall do all acts, matters, and things as may be reasonably necessary or required to:

12.6.1. expedite the adjustment of any loss or damage covered by insurance required hereunder so as to expedite the release and dedication of proceeds of such insurance in a manner and for the purposes herein contemplated; or

12.6.2. establish whether and to what extent to contest, and how to fund the cost of contesting, any denial of coverage; provided that if the reported claim is a matter covered by a payment obligation in favor of the Lessor or the denial is the result of the Lessee's failure to comply with an insurance requirement, then the Lessee shall bear all costs of contesting the denial of coverage.

Article 13. **DAMAGE AND DESTRUCTION.**

13.1. Obligations of Lessee. If all or any part of the *Toll Road Project* shall be destroyed or damaged during the *Term* in whole or in part by fire, flooding, windstorm, terrorism, or other cause of any kind or nature, including any cause for which insurance was not obtained or obtainable, ordinary or extraordinary, foreseen or unforeseen, the Lessee shall:

13.1.1. give the Lessor written notice thereof promptly after the Lessee receives actual notice of such destruction or damage;

13.1.2. at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the estimated cost of repairs, alterations, *Restorations*, replacement, and rebuilding ("Restoration Cost"), proceed diligently to *Restore* the same; and

13.1.3. deposit all insurance proceeds received by the Lessee in connection with any *Restoration* in a separate deposit account established with a *State* or federally chartered bank, and shall apply all such proceeds to Restoration Cost;

provided, however, that if at any time the Restoration Cost exceeds the net insurance proceeds actually received, then the Lessee shall also work in good faith and full coordination with the Lessor to make any and all efforts to restore the *Toll Road Project* using any funds made available to either party through any program to assist with the restoration of public facilities (such net insurance proceeds and such additional funds, together with any interest earned thereon, the "Restoration Funds");

13.2. Rights of the Lessor. If the Lessee shall fail or neglect to commence the diligent *Restoration* of the *Toll Road Project* or the portion thereof so damaged or destroyed, or having so commenced such *Restoration*, the Lessee fails to diligently complete the same in accordance with the terms of this Agreement, or prior to the completion of any such *Restoration* by the Lessee, this Agreement shall expire or be terminated in accordance with the terms of this Agreement, the Lessor may, but shall not be required to, complete such *Restoration* at the Lessee's expense and shall be entitled to be paid out of the Restoration Funds for the relevant Restoration Costs incurred by the Lessor. In any case where this Agreement shall expire or be terminated prior to the completion of the *Restoration*, the Lessee shall:

13.2.1. Account to the Lessor for all amounts spent in connection with any *Restoration* which was undertaken;

13.2.2. Immediately pay over or cause the holder of the Restoration Funds to pay over to the Lessor the remainder, if any, of the Restoration Funds received by the Lessee prior to such termination or cancellation; and

13.2.3. Pay over or cause the holder of the Restoration Funds to pay over to the Lessor, within five (5) *Business Days* after receipt thereof, any Restoration Funds received by the Lessee or the holder of the Restoration Funds subsequent to such termination or cancellation.

The Lessee's obligations under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3. Payment and Performance Bonds. If the Lessee obtains payment or performance bonds related to a *Restoration*, which the Lessee may or may not obtain in its *Discretion*, the Lessee shall:

13.3.1. Name the Lessor, the Lessee, and the *Leasehold Mortgagee*, as their interests may appear, as additional obligees;

13.3.2. Deliver copies of any such bonds to the Lessor promptly upon obtaining them; and

13.3.3. Otherwise comply with the requirements of applicable *Law* in relation to such payment or performance bonds.

13.4. Rights of Leasehold Mortgagee. The Lessor acknowledges that the application of any Restoration Funds shall be subject to the requirements of any *Leasehold Mortgage*.

Article 14.

PERMANENT CLOSURE; INTERFERENCE EVENTS

14.1. Permanent Closure.

14.1.1. Permanent Closure Notice. Except as otherwise provided herein, if a *Permanent Closure* occurs, it shall be deemed a Lessor Default, in accordance with Section 15.2.1 below, and the Lessee shall give written notice to the Lessor within thirty (30) days following the date on which the Lessee first became aware, or reasonably should have become aware, of the *Permanent Closure*, stating the details of the *Permanent Closure*, including a specific explanation of the reasons that the event constitutes a *Permanent Closure* under the terms of this Agreement.

14.1.2. Lessee's Remedies Upon a Permanent Closure. Upon the occurrence of a *Permanent Closure*, the Lessee shall have the remedies available to it pursuant to Section 15.2.2 below.

14.2. Interference Events.

14.2.1. Interference Event Notice. Except as otherwise provided herein, if an *Interference Event* occurs, it shall be deemed a Lessor Default, in accordance with Section 15.2.1 below, and the Lessee shall give written notice as soon as practicable and in no event later than thirty (30) days following the date on which it first became aware, or reasonably should have become aware, of such *Interference Event* to the Lessor; provided that in the case of the same *Interference Event* being a continuing cause of delay or interference, only one such notice shall be necessary. Such notice shall include a statement of the *Interference Event* upon which the claim is based, including the details of the circumstances from which the delay or interference arises.

14.2.2. Lessee's Remedies Upon an Interference Event. Upon the occurrence of an *Interference Event*, the Lessee shall have the remedies available to it pursuant to Section 15.2.2 below.

Article 15.

DEFAULTS

15.1. Default by the Lessee.

15.1.1. Events of Default. The occurrence of any one or more of the following events during the *Term* shall constitute a Lessee Default:

15.1.1.1. If the Lessee fails to comply with, perform, or observe:

15.1.1.1.1. any material obligation, covenant, agreement, term, or condition in this Agreement; or

15.1.1.1.2. the requirements or directives of a final decision in a matter submitted to dispute resolution in accordance with Article 17 below;

and such failure under either of the foregoing clauses continues unremedied for a period of ninety (90) days following written notice thereof (giving particulars of

the failure in reasonable detail) from the Lessor to the Lessee or for such longer period as may be reasonably necessary to cure such failure; provided that, in the latter case, the Lessee has demonstrated to the satisfaction of the Lessor, acting reasonably, that it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, that its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Lessor, acting reasonably; and that such failure is in fact cured within such period of time;

15.1.1.2. If the Lessee admits, in writing, that it is unable to pay its debts as such become due, makes an assignment for the benefit of creditors, or files a voluntary petition under Title 11 of the United States Code, or if the Lessee files any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable *Law*, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator, or other similar official of Lessee, or of all or any substantial part of its properties or of the *Toll Road* or any interest therein;

15.1.1.3. If within ninety (90) days after the commencement of any proceeding against the Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable *Law*, such proceeding has not been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of the Lessee, of any trustee, receiver, custodian, assignee, sequestrator, liquidator, or other similar official of the Lessee or of all or any substantial part of its properties or of the *Toll Road* or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment has not been vacated;

15.1.1.4. If a levy under execution or attachment has been made against all or any material part of the *Toll Road Project* or any interest therein as a result of any *Encumbrance* (other than a *Permitted Lessee Encumbrance*) created, incurred, assumed, or suffered to exist by the Lessee or any *Person* claiming through it, and such execution or attachment has not been vacated, removed, or stayed by court order, bonding, or otherwise within a period of ninety (90) days, unless such levy resulted from actions or omissions of the Lessor or its *Representatives*; or

15.1.1.5. If the Lessee fails to pay any rent in full when due and such failure continues unremedied for a period of sixty (60) days following the date on which such payment was due to the Lessor.

15.1.2. **Remedies of the Lessor Upon Default by Lessee.** Upon the occurrence and during the continuance of a Lessee Default, the Lessor may, by written notice to the Lessee with a copy to the *Leasehold Mortgagee* in accordance with the terms hereof, declare the Lessee to be in default, and may, subject to rights of the *Leasehold Mortgagee*

pursuant to Sections 16.2 and 16.3 below, do any or all of the following, as the Lessor, in its *Discretion*, shall determine:

15.1.2.1. The Lessor may terminate this Agreement, without the need for reentry or any other action on behalf of the Lessor, by giving sixty (60) days' prior written notice to the Lessee upon the occurrence of:

15.1.2.1.1. a Lessee Default that consists of a failure to comply with, perform, or observe any *Maintenance Standard* if such Lessee Default creates a material danger to the safety of *Toll Operations* or a material impairment to the *Toll Road Project* or to the continuing use of the *Toll Road Project* for transportation purposes; or

15.1.2.1.2. any other Lessee Default;

provided, however, that the Lessee shall be entitled to cure a Lessee Default pursuant to Section 15.1.1.1 above by providing the Lessor with a written work plan within such sixty (60) day period outlining the actions by which the Lessee will ensure future compliance with either the obligation, covenant, agreement, term, or condition in this Agreement, or the requirements or directives of the issued final decision in accordance with Article 17 below, that the Lessee failed to perform or observe, which work plan is approved by the Lessor. Any failure of the Lessee to comply in any material respect with such approved work plan following sixty (60) days' written notice of such failure from the Lessor to the Lessee shall be deemed to be a Lessee Default described in Section 15.1.1 above and the entitlement of the Lessee to cure such Lessee Default by the delivery of an approved work plan shall not apply thereto. Upon such Lessee Default, the Lessor may seek to recover its *Losses* in accordance with Section 15.1.2.4 below. Notwithstanding the foregoing, the Lessor shall not exercise the remedy provided in this Subsection if the Lessee Default consists solely of a violation of any of the provisions of Sections 10.1 and 10.2 above unless such violation is systematic or persistent (but any violation of such Sections shall nonetheless subject the Lessee to such fines or penalties otherwise applicable to such violation as they be imposed by the appropriate *Governmental Authority* or to the imposition of a requirement on the Lessee to demonstrate to the Lessor that the Lessee has or will implement all actions considered necessary by the Lessor (which may include a remedial plan) to remedy such violation. If the Lessee Default is by reason of the failure to pay any monies, the Lessor may, without obligation to do so, make payment on behalf of the Lessee of such monies, and any amount so paid by the Lessor shall be payable by the Lessee to the Lessor within thirty (30) days after written demand therefor;

15.1.2.2. The Lessor may cure the Lessee Default, but this shall not obligate the Lessor to cure or attempt to cure a Lessee Default or, after having commenced to cure or attempted to cure a Lessee Default, to continue to do so, and all costs and expenses reasonably incurred by the Lessor in curing or attempting to cure the Lessee Default shall be payable by the Lessee to the Lessor within thirty (30) days after written demand therefor; provided, however, that the Lessor shall not incur any liability to the Lessee for any act or omission of the

Lessor or any other *Person* in the course of remedying or attempting to remedy any Lessee Default (other than as a result of negligence or willful misconduct); and the Lessor's cure of any Lessee Default shall not affect the Lessor's rights against the Lessee by reason of the Lessee Default;

15.1.2.3. The Lessor is entitled to exercise any of its rights and remedies at Law or in equity; and

15.1.2.4. The Lessor may seek to recover its *Losses* arising from such Lessee Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any *Person* who is owed damages or a debt, subject to the rights of the *Leasehold Mortgagee* under the *Leasehold Mortgage* and this Agreement.

15.1.2.5. The Lessor is entitled to exercise any of its other rights and remedies provided for hereunder.

15.2. Default by the Lessor.

15.2.1. **Events of Default.** The occurrence of any one or more of the following events during the *Term* shall constitute a Lessor Default under this Agreement:

15.2.1.1. If the Lessor fails to comply with, perform, or observe:

15.2.1.1.1. any material obligation, covenant, agreement, term, or condition in this Agreement; or

15.2.1.1.2. the requirements or directives of a final decision in a matter submitted to dispute resolution in accordance with Article 17 below;

and such failure continues unremedied for a period of ninety (90) days following written notice thereof (giving particulars of the failure in reasonable detail) from the Lessee to the Lessor or for such longer period as may be reasonably necessary to cure such failure; provided that, in the latter case, the Lessor has demonstrated to the satisfaction of the Lessee, acting reasonably, that it is proceeding with all due diligence to cure or cause to be cured such failure, that its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Lessee, acting reasonably, and that such failure is in fact cured within such period of time;

15.2.1.2. If a levy under execution or attachment has been made against all or any material part of the *Toll Road Project* or the *Lessee Interest* as a result of any *Encumbrance* (other than a *Permitted Lessor Encumbrance*) created, incurred, assumed, or suffered to exist by the Lessor or any *Person* claiming through it, and such execution or attachment has not been vacated, removed, or stayed by court order, bonding, or otherwise within a period of sixty (60) days, unless such levy resulted from actions or omissions of the Lessee or its *Representatives* or unless all or any material part of the *Toll Road Project* shall be subject to a condemnation or similar taking by the Lessor or any agency thereof; or

15.2.2. Remedies of Lessee upon the Lessor Default. Upon the occurrence and during the continuance of a Lessor Default, the Lessee may by written notice to the Lessor declare the Lessor to be in default and may do any or all of the following as the Lessee, in its *Discretion*, shall determine:

15.2.2.1. The Lessee is entitled to terminate this Agreement by giving sixty (60) days' prior written notice to the Lessor; provided, however, that the Lessor shall be entitled to cure a Lessor Default pursuant to Section 15.2.1.1 above by providing the Lessee with a written work plan within such sixty (60) day period outlining the actions by which the Lessor will ensure future compliance with either the obligation, covenant, agreement, term, or condition in this Agreement, or the requirement or directive of the final decision in accordance with Article 17 below that the Lessor failed to perform or observe, which work plan is approved by the Lessee (which approval shall not be unreasonably withheld, delayed or conditioned). Any failure of the Lessor to comply in any material respect with such approved work plan following sixty (60) days' written notice of such failure from the Lessee to the Lessor shall be deemed to be a Lessor Default described in Section 15.2.1 above and the entitlement of the Lessor to cure such Lessor Default by the delivery of an approved work plan shall not apply thereto. Upon such Lessor Default, the Lessee may seek to recover its *Losses* in accordance with Section 15.2.2.3 below. ;

15.2.2.2. The Lessee is entitled to exercise any of its rights and remedies at *Law* or in equity;

15.2.2.3. The Lessee is entitled to seek to recover its *Losses* and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any *Person* who is owed damages or a debt by the Lessor; and

15.2.2.4. The Lessee is entitled to exercise any of its other rights and remedies provided for hereunder.

15.2.3. No notice given by the Lessee to the Lessor in which the Lessee states that it elects to exercise its right of termination of this Agreement shall be valid for any purpose unless, if any *Leasehold Mortgage Debt* remains outstanding and, if and to the extent required by the terms of any *Leasehold Mortgage*, the Lessee has first obtained and delivered to the Lessor the written consent of the *Leasehold Mortgagee* to such notice.

15.3. Consequences of Termination. Upon the termination of this Agreement for any reason, notwithstanding any claims the *Parties* may have against each other and subject to 4 Article 16 below, the following provisions shall apply:

15.3.1. The Lessee shall, without any action whatsoever being necessary on the part of the Lessor, well and truly surrender and deliver to the Lessor the *Leased Property*, the *Toll Operations Improvements*, and all tangible and intangible personal property (including inventories) located on the *Leased Property* or used in connection with the *Toll Operations* in good order, condition, and repair (reasonable wear and tear excepted) free and clear of all *Encumbrances* other than *Permitted Lessor Encumbrances* and those

created by or suffered to exist or consented to by the Lessor or any *Person* claiming through it.

15.3.2. The Lessee hereby waives any notice now or hereafter required by *Law* with respect to vacating the *Leased Property* on the *Termination Date*;

15.3.3. The Lessor shall, as of the *Termination Date*, assume full responsibility for the *Toll Road Operations*, and as of such date, the Lessee shall have no responsibility thereafter for the provision of *Toll Services* or the performance of *Toll Operations* occurring after such date;

15.3.4. Each party shall execute and deliver a written notice which acknowledges and confirms the termination of this Agreement. Such notice shall be in a recordable form; and

15.3.5. The Lessee shall assist the Lessor in such manner as the Lessor may reasonably require to ensure the orderly transition of control, operation, management, maintenance, rehabilitation, and tolling of the *Toll Road Project*, and shall, if appropriate and if requested by the Lessor, take all steps as may be necessary to enforce the provisions of any *Operating Agreement* pertaining to the surrender of the *Toll Road Project*.

This Section 15.3 shall survive the expiration or any earlier termination of this Agreement.

15.4. **Termination Other Than Pursuant to Agreement.** The Lessor hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience.

Article 16.

LENDER'S RIGHTS AND REMEDIES

16.1. **Leasehold Mortgages.** The Lessee shall have the right, at its sole cost and expense, to grant one or more *Leasehold Mortgages*, subject to Section 16.4 below, if at the time any such *Leasehold Mortgage* is executed and delivered to the *Leasehold Mortgagee*, no Lessee Default exists unless any such Lessee Default will be cured pursuant to Section 16.2 below in connection with entering into such *Leasehold Mortgage*, and upon and subject to the following terms and conditions:

16.1.1. No *Leasehold Mortgage* or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge, or security interest on or against any or all of the *Lessee Interest* shall extend to or affect the Lessor's fee simple interest in the *Leased Property*, the Lessor's interest hereunder, or the Lessor's reversionary interest and estate in and to the *Leased Property* or any part thereof (other than a *Permitted Lessee Encumbrance*);

16.1.2. The Lessor shall have no liability whatsoever for payment of any part of the *Leasehold Mortgage Debt* and, except for violation by the Lessor of the express obligations to the *Leasehold Mortgagee* set forth in this Article 16 and for any remedies of the *Leasehold Mortgagee* provided by *Law*, the *Leasehold Mortgagee* shall not be

entitled to seek any damages or other amounts against the Lessor for any or all of the same;

16.1.3. The Lessor shall have no obligation to any *Leasehold Mortgagee* in the enforcement of the Lessor's rights and remedies herein and by Law provided, except as expressly set forth in this Agreement and unless such *Leasehold Mortgagee* has provided the Lessor with written notice of its *Leasehold Mortgage* in accordance with the *Leasehold Mortgagee Notice Requirements*;

16.1.4. Each *Leasehold Mortgage* shall provide that if an event of default under the *Leasehold Mortgage* has occurred and is continuing and the *Leasehold Mortgagee* gives written notice of such event of default to the Lessee, then the *Leasehold Mortgagee* shall give written notice of such default to the Lessor;

16.1.5. Subject to the terms of this Agreement and except as specified herein, all rights acquired by a *Leasehold Mortgagee* under any *Leasehold Mortgage* shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the Lessor hereunder;

16.1.6. While any *Leasehold Mortgage* is outstanding, the Lessor shall not agree to any amendment to or modification of this Agreement that could reasonably be expected to have a material adverse effect on the rights or interests of the *Leasehold Mortgagee* or agree to a voluntary surrender or termination of this Agreement by the Lessee without the consent of the *Leasehold Mortgagee*; and

16.1.7. A *Leasehold Mortgagee* shall not, by virtue of its *Leasehold Mortgage*, acquire any greater rights or interest in the *Leased Property* than the Lessee has at any applicable time under this Agreement, other than such rights or interest as may be granted or acquired in accordance with Sections 16.2, 16.3, or 16.4 below.

16.1.8. Whenever a *Leasehold Mortgage* exists as to which the Lessor has been provided notice in accordance with the *Leasehold Mortgagee Notice Requirements*, and until the obligations of Lessee secured by such *Leasehold Mortgage* have been completely paid and performed and the *Leasehold Mortgage* has been discharged, the Lessor shall provide notice to the *Leasehold Mortgagee*, in accordance with Section 18.18 below, of any default by the Lessee under the Agreement, along with a true, correct and complete copy of any notice to the Lessee of such a default, at the same time as and whenever any such notice of default shall be given by the Lessor to the Lessee, addressed to the *Leasehold Mortgagee* at the address last furnished to the Lessor by such *Leasehold Mortgagee*.

16.2. Leasehold Mortgagee's Right to Cure.

16.2.1. The *Leasehold Mortgagee* shall have a period of ninety (90) days with respect to any Lessee Default beyond any cure period expressly provided to the Lessee under Section 15.1.2 above in which to cure or cause to be cured any such Lessee Default; provided, however, that such ninety (90) day period shall be extended if the Lessee Default:

16.2.1.1. is nonmonetary;

16.2.1.2. is not a Lessee Default described in Sections 15.1.1.3 or 15.1.1.4 above; and

16.2.1.3. may be cured but cannot reasonably be cured within such period of ninety (90) days, and the *Leasehold Mortgagee* begins to cure such default within such ninety (90) day period (or if possession is necessary in order to effect such cure, the *Leasehold Mortgagee*, within such ninety (90) day period, files the appropriate legal action to commence foreclosure on the liens of the *Leasehold Mortgage* or takes other appropriate action to commence a transfer of title to the relevant property) and thereafter proceeds with all due diligence to cure such Lessee Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the Lessor, acting reasonably.

16.2.2. If a *Leasehold Mortgagee* is acting to cure a Lessee Default in accordance with this Section 16.2, then the Lessor shall not exercise its right to terminate this Agreement by reason of such Lessee Default; provided, however, that the Lessor may exercise any of its other rights and remedies provided for hereunder at Law or in equity so long as the exercise of such rights does not interfere with the *Leasehold Mortgagee's* rights hereunder.

16.2.3. In furtherance of the foregoing, the Lessor shall permit the *Leasehold Mortgagee* and its *Representatives* the same access to the *Leased Property* as is permitted to the Lessee hereunder; provided that any actions taken by a *Leasehold Mortgagee* or its *Representatives* pursuant to this Section 16.2 shall be undertaken in accordance with the provisions of this Agreement that would be applicable to the Lessee if it were taking such actions. The Lessor shall accept any such performance by a *Leasehold Mortgagee* or its *Representatives* as though the same had been done or performed by the Lessee. Any payment to be made or action to be taken by a *Leasehold Mortgagee* hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the *Leasehold Mortgagee* if such payment is made or action is taken by a nominee, agent, or assignee of the rights of such *Leasehold Mortgagee*.

16.2.4. Any exercise of the *Leasehold Mortgagee's* rights to cure hereunder shall not result in the assumption by such *Leasehold Mortgagee* of the Lessee's obligations hereunder.

16.3. Rights of the Leasehold Mortgagee.

16.3.1. Subject to the provisions of this Agreement, a *Leasehold Mortgagee* may:

16.3.1.1. enforce any *Leasehold Mortgage* in any lawful way;

16.3.1.2. acquire the *Lessee Interest* in any lawful way; or

16.3.1.3. take possession of in any lawful way and manage the *Toll Road Project*.

Upon foreclosure of the *Leasehold Mortgage* (or without foreclosure upon exercise of any contractual or statutory power of sale under such *Leasehold Mortgage* or an

assignment in lieu) and subject to the provisions of this Article 16 (applied to the *Leasehold Mortgagee* as if it were the Lessee), a *Leasehold Mortgagee* may Transfer the *Lessee Interest*; provided, however, that no Transfer by a *Leasehold Mortgagee* shall be effective unless the Transfer is made in accordance with Section 16.1 above. Any Person to whom the *Leasehold Mortgagee* Transfers the *Lessee Interest* (including such *Leasehold Mortgagee*) shall take the *Lessee Interest* subject to any of the Lessee's obligations under this Agreement. The *Leasehold Mortgagee* is not permitted in connection with its enforcement of its lien to do anything that would materially and adversely affect the *Leased Property*, the *Toll Road Project*, or the *Toll Operations*.

16.3.2. Except as provided in Section 16.2 above, unless and until a *Leasehold Mortgagee* (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee):

16.3.2.1. forecloses or has otherwise taken ownership of the *Lessee Interest*; or

16.3.2.2. has taken possession or control of the *Lessee Interest*, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of the *Lessee Interest* by reference to the *Leasehold Mortgage*;

the *Leasehold Mortgagee* shall not be responsible for any of the Lessee's obligations under this Agreement or be entitled to any of the Lessee's rights and benefits contained in this Agreement, except by way of security. During any period in which the *Leasehold Mortgagee* itself or by an agent or a receiver or a receiver and manager is the owner (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee), or is in control or possession of, the *Lessee Interest*, it shall be bound by all liabilities and obligations of the Lessee accruing under this Agreement during such period.

16.3.3. A *Leasehold Mortgagee* that is an agency of the State of Florida shall not be responsible for any of the following of the Lessee's obligations in this Agreement:

16.3.3.1. to the extent of its immunity to taxation, any of the Lessee's obligations under Section 3.5 (provided however, that nothing in this Agreement shall be construed to be an independent basis to impose liability for taxes on an agency of the State of Florida);

16.3.3.2. any of the Lessee's obligations under Section 4.1;

16.3.3.3. the Lessee's obligations to maintain insurance under Article 12 (because agencies of the State of Florida are self-insured through the Division of Risk Management); and

16.3.3.4. the Lessee's obligations to perform *Restorations* under Article 13 (because any expenditures on the *Toll Road Project* by the Florida Department of Transportation would be subject to legislative approval of the Department's work program and any expenditures by the Department or another agency of the State of Florida would be subject to appropriation by the Legislature).

Provided however that once a *Leasehold Mortgagee* that is an agency of the State of Florida goes out of possession or control of the *Lessee Interest* or *Transfers* the *Lessee Interest* to another *Person* that is not an agency of the State of Florida in accordance with the provisions of this Agreement, such other *Person* who obtains possession and control of the *Lessee Interest* shall be responsible for the Lessee's obligations under Section 3.5 and Article 12 and Article 13.

16.3.4. Once the *Leasehold Mortgagee* goes out of possession or control of the *Lessee Interest* or *Transfers* the *Lessee Interest* to another *Person* in accordance with the provisions of this Agreement, the *Leasehold Mortgagee* shall cease to be responsible for any of the Lessee's obligations under this Agreement accruing thereafter, and to the extent assumed by any *Transferee* or any other *Person* acceptable to the Lessor, for any of the Lessee's obligations under this Agreement accrued during the period in which the *Leasehold Mortgagee* itself or by an agent or a receiver and manager was the owner (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee), or was in control or possession of, the *Lessee Interest*, and shall cease to be entitled to any of the Lessee's rights and benefits contained in this Agreement, except, if the *Leasehold Mortgage* remains outstanding, by way of security.

16.3.5. If this Agreement is terminated for any reason or is extinguished for any reason (including without limitation a rejection of this Agreement in a bankruptcy or other insolvency proceeding), the *Leasehold Mortgagee* may elect to demand of the Lessor, by written notice in accordance with Section 18.18 below no later than thirty (30) days after such termination, a new lease of the *Leased Property* (together with any *Toll Operations Improvements* that may be in the possession or control of the Lessor). The Lessor agrees, if there are outstanding obligations of the Lessee to the *Leasehold Mortgagee*, to enter into a new lease agreement subject to the following requirements, conditions, and provisions (the "New Agreement"):

16.3.5.1. The Lessee in the New Agreement may be either the *Leasehold Mortgagee* or its designee or nominee; provided that such designee or nominee either is controlled by the *Leasehold Mortgagee* or is approved by the Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed;

16.3.5.2. The New Agreement shall be for the remainder of the *Term* of this Agreement, effective on the date of termination of this Agreement, and shall contain, and be subject to, the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in this Agreement.

16.3.5.3. The New Agreement shall be executed by the parties thereto within a reasonable time after receipt by the Lessor of notice of the election of the *Leasehold Mortgagee*, or such other acquiring person, to enter into the New Agreement.

16.3.5.4. The New Agreement and the leasehold estate created thereby shall, subject to the same conditions contained in this Agreement, continue to maintain the same priority as in this Agreement with regard to any *Leasehold Mortgage* or any other lien, charge or encumbrance affecting the *Lessee Interest*.

Concurrently with the execution and delivery of the New Agreement, the Lessor shall assign to the lessee named therein all of its right, title and interest in and to moneys, if any, then held by or payable to the Lessor which the Lessee would have been entitled to receive but for the termination of the Agreement.

16.3.5.5. If the Lessee refuses to surrender possession of the *Leased Property*, the Lessor shall, at the request of *Leasehold Mortgagee* or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the Lessee and all other occupants who are not authorized to remain in possession hereunder. Any such action taken by the Lessor at the request of *Leasehold Mortgagee* or such other acquiring person shall be at the *Leasehold Mortgagee's* or such other acquiring person's sole expense.

16.4. **Recognition by the Lessor of Leasehold Mortgagee.** Notwithstanding anything in this Agreement to the contrary (except that this Section 16.4 shall not apply to a *Leasehold Mortgagee* that is an agency of the State of Florida who notifies Lessor of the existence of a *Leasehold Mortgage* to which it is a party), if there is more than one *Leasehold Mortgagee*, only that *Leasehold Mortgagee*, to the exclusion of all other *Leasehold Mortgagees*, whose written notice was earliest received by the Lessor pursuant to the *Leasehold Mortgagee Notice Requirements*, shall have the rights as a *Leasehold Mortgagee* under this Article 16, or otherwise under this Agreement, unless such *Leasehold Mortgagee* has designated in writing another *Leasehold Mortgagee* to exercise such rights; provided, however, that such notice may name more than one *Leasehold Mortgagee* and the rights referred to in this Section 16.4 may extend to all *Leasehold Mortgagees* named therein if such notice is submitted by a *Representative* of all such *Leasehold Mortgagees* (which *Representative* may itself be a *Leasehold Mortgagee*).

Article 17. **DISPUTE RESOLUTION**

17.1. **Scope.** Any dispute arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, or any question as to whether such dispute is subject to the provisions contained in this Article 17, shall be resolved as set forth in this Article 17.

17.2. **Informal Dispute Resolution Procedures.** Before instituting any formal action or legal proceedings with any court, the *Parties* agree that they will first attempt in good faith to resolve all disputes that may arise under this Agreement. The *Parties* further agree that, upon receipt of written notice of a dispute from a *Party*, the *Parties* will refer the dispute to the *Designated Person* of each *Party*. The *Designated Persons* shall negotiate in good faith to resolve the dispute, subject to the approval, if necessary, of any board of directors or other such authority, prior to or simultaneously with resorting to resolution under Section 17.3 below, conferring as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other the information pertinent to the dispute. The statements made by *Representatives* of the *Parties* during the dispute resolution mechanisms set forth in this Section 17.2, and documents specifically created for such dispute resolution mechanisms, shall be considered part of settlement negotiations and shall not be admissible in evidence in any proceeding without the mutual consent of the *Parties*, except as required by any *Law*. Notwithstanding the foregoing, either *Party* may proceed to institute a formal action or legal proceeding pursuant to Section 17.3

below at any time if such act is necessary to avoid the passage of time provided for under applicable *Law* imposing a limitations' period on the time for filing or bringing such action in a court of competent jurisdiction.

17.3. **Civil Litigation.** In the event the *Parties* fail to resolve the dispute within sixty (60) days after initiation of the informal dispute resolution procedures set forth in Section 17.2 above, or such longer period as the *Parties* may mutually agree, either *Party* may initiate a civil action in the Leon County Circuit Court or, if applicable, the County Court of Leon County, Florida, and in accordance with all applicable Florida Rules of Civil Procedure. The *Parties* acknowledge and understand that, to resolve any and all claims arising out of this Agreement, they may file a civil action only in the Leon County Circuit Court or, if applicable, the County Court of Leon County, Florida.

17.4. **Tolling.** If a *Party* receiving a written notice of default under this Agreement contests, disputes, or challenges the propriety of such notice by making application to the informal dispute resolution procedures set forth in Section 17.2 above, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final decision.

Article 18. **MISCELLANEOUS**

18.1. **Amendment.** This Agreement may be amended, changed, or supplemented only by a written agreement signed by the *Parties* and, if applicable, the consent of any *Leasehold Mortgagees* in accordance with Section 16.1.6 above.

18.2. **Applicable Laws, Jurisdiction, and Venue.** This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal *Laws* of Florida without regard to principles of conflicts of law. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Leon County, Florida.

18.3. **Assignment/Sale.**

18.3.1. **Lessee Assignment.** The Lessee shall not assign this Agreement, in whole or in part, or sublease the *Leased Property*, in whole or in part, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall the Lessee be released from any obligation or liability under this Agreement following any such assignment or sublease.

18.3.2. **Lessor Sale and Assignment.** The Lessor shall have the right to sell, transfer or assign, in whole or in part, the *Leased Property* and its rights and obligations under this Agreement; provided, however, that such sale and assignment shall be permitted only to the extent that it will not result in the Lessee's loss of its rights associated with conducting the *Toll Operations* on the *Leased Property* while under the ownership of the County or other such governmental entity. Any such sale, transfer or assignment shall operate to release the Lessor from any and all liability under this Agreement arising after the date of such sale, assignment or transfer.

18.4. **Captions; Headings; Italicized Terms.** The division of this Agreement into articles, sections, and other subdivisions are for convenience of reference only and shall not

affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement. As a matter of convenience, it is the intent of the *Parties* to have displayed all defined terms in italics when used throughout this Agreement. However, the failure to have displayed a defined term in italics, when used in its proper context, shall not be deemed to have changed the meaning of such term from that provided in Section 1.2 above.

18.5. **Consents and Approvals.** Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either *Party*, such approval or consent, and any request therefor, must be in writing, unless waived in writing by the other *Party*.

18.6. **Costs.** Except as otherwise provided in this Agreement, each *Party* shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

18.7. **Counterparts; Facsimile Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each *Party* and delivered to all *Parties*. To evidence the fact that it has executed this Agreement, a *Party* may send a copy of its executed counterpart to the other *Party* by facsimile transmission. Such *Party* shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such *Party* shall forthwith deliver to the other *Party* an original counterpart of this Agreement executed by such *Party*.

18.8. **Cumulative Remedies.** The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by Law.

18.9. **Due Diligence.** The Lessor and the Lessee shall each use due diligence in performing their obligations under this Agreement.

18.10. **Enforcement.** In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees, whether incurred at the pre-trial, trial, or appellate levels.

18.11. **Entire Agreement.** This Agreement constitutes the entire agreement between the *Parties* pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, and understandings, written or oral, between the *Parties*. There are no representations, warranties, conditions, or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any *Party* to enter into this Agreement or on which reliance is placed by any *Party*, except as specifically set forth in this Agreement.

18.12. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

18.13. **Force Majeure.** The Lessor shall not incur any liability, expense, or obligation for failure to perform any obligation under this Agreement caused in whole or in part by events beyond the Lessor's control, including, but not limited to, war; force of nature including fire,

earthquake, and sinkholes; labor disputes; and manufacturing, supplier, or transportation shortages or delays.

18.14. **Further Acts.** The *Parties* shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each *Party* shall, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other *Party* in order to cure any defect in the execution or delivery of this Agreement.

18.15. **Generally Accepted Accounting Principles.** All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with then-generally accepted accounting principles in the United States of America, consistently applied.

18.16. **Inurement and Binding Effect.** This Agreement shall inure to the benefit of the *Parties* and their respective permitted successors and assigns and be binding upon the *Parties* and their respective successors and assigns.

18.17. **Joint Preparation.** The *Parties* acknowledge and agree that each *Party* has substantial business experience and is fully acquainted with the provisions of this Agreement, that the provisions and language of this Agreement have been fully negotiated, and that no provision of this Agreement shall be construed in favor of any *Party* or against any *Party* by reason of such provision of this Agreement having been drafted on behalf of one *Party* rather than the other *Party*.

18.18. **Notice.** All notices, other communications, and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail, return receipt requested and postage prepaid, addressed as follows:

18.18.1. In the case of the Lessor:

Orchard Pond, LLC

with a copy to:

18.18.2. In the case of the Lessee:

Orchard Pond Greenway, LLC

with a copy to:

and to

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

or such other persons or addresses as either *Party* may from time to time designate by written notice to the other *Party*. A written notice, other communication, or approval shall be deemed to have been sent and received:

18.18.2.1. On the day it is delivered, or if such day is not a *Business Day* or if such notice is received after ordinary office hours (time of place of receipt), the notice, other communication, or approval shall be deemed to have been sent and received on the next *Business Day*; or

18.18.2.2. On the fourth *Business Day* after mailing if sent by United States registered or certified mail.

18.19. **Number and Gender.** Terms defined in the singular have the corresponding plural meaning when used in the plural and vice versa and words in one gender include all genders.

18.20. **Partnership or Third-Party Beneficiaries.** Nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture, or principal and agent relationship between the Lessor and the Lessee. Except as expressly provided herein to the contrary, including with respect to such rights as are expressly granted to each *Leasehold Mortgagee* pursuant to this Agreement, no term or provision hereof shall be construed in any way to grant, convey, or create any rights or interests to or in any *Person* not a *Party* to this Agreement.

18.21. **Severability.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable *Law*. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any *Person* or circumstances is held or deemed to be or determined to be invalid, inoperative, or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable *Law*, or public policy, or for any other reason, (i) such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever, and (ii) the *Parties* shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the *Parties* cannot agree on an appropriate amendment, either *Party* may refer the matter for determination pursuant to the informal dispute resolution procedures set forth in Section 17.2 above.

18.22. Time.

18.22.1. References to Specific Time. Unless specified otherwise, all statements of or references to a specific time are to Eastern Time.

18.22.2. Period of Days. A period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. on the last day of the period. If, however, the last day of the period does not fall on a *Business Day*, the period shall be deemed to end at 5:00 p.m. on the next *Business Day*.

18.23. Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the *Party* giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any *Party* to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

IN WITNESS WHEREOF, the Lessor and the Lessee each has caused this Agreement to be duly executed as of the day and year first above written.

WITNESSES

LESSOR:

ORCHARD POND, LLC

By: SMan Management, LLC
Its: Manager

Print: _____

By: _____
Jeffrey S. Phipps
Its: Manager

Print: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____ 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

PRINTED NAME

My commission expires:

WITNESSES

LESSOR:

ORCHARD POND GREENWAY, LLC

By: SMan Management, LLC
Its: Manager

Print: _____

By: _____
Jeffrey S. Phipps
Its: Manager

Print: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____ 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

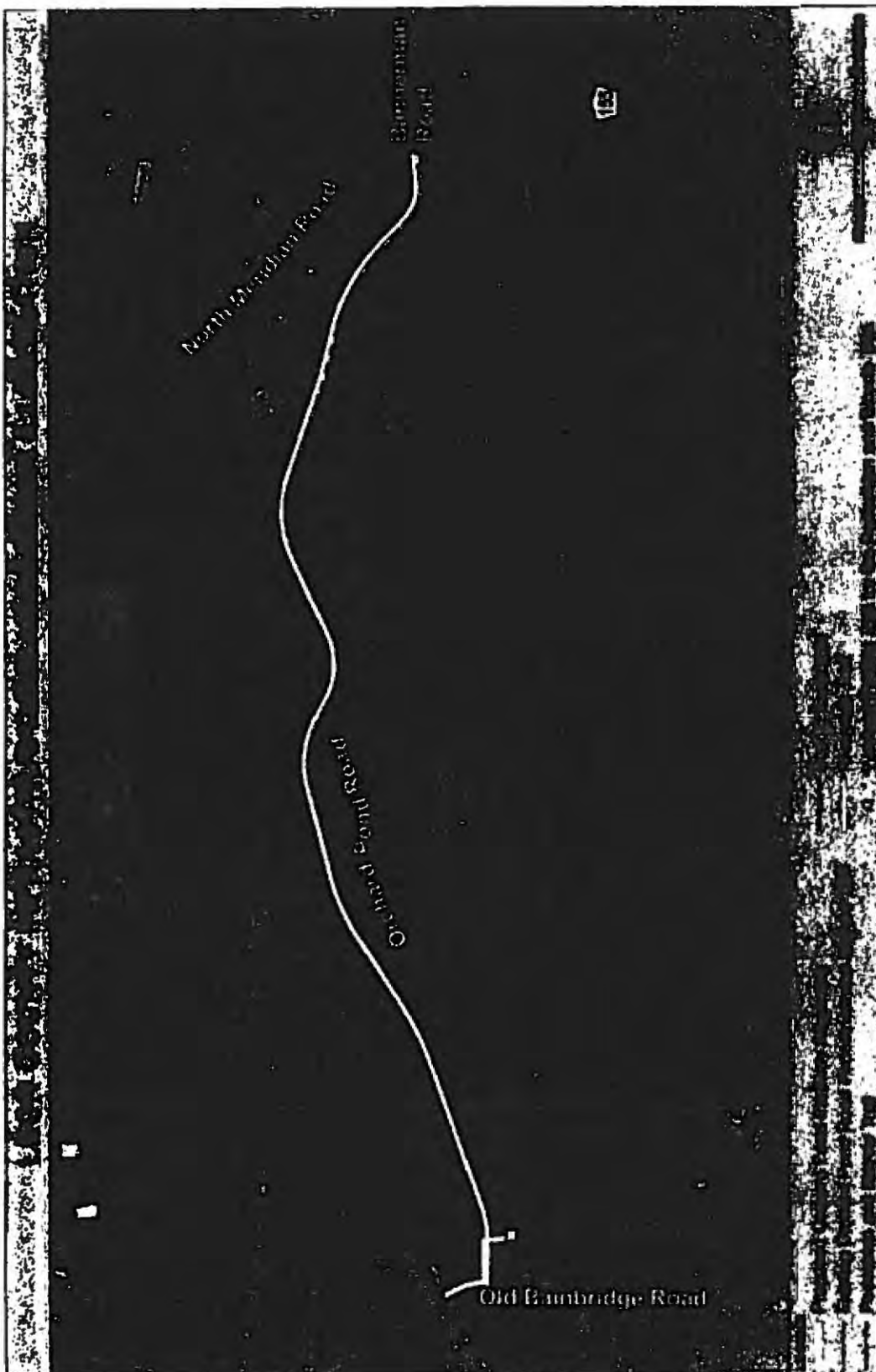
PRINTED NAME
My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PROPERTY

(to be amended in accordance with Section 2.2.1.2)

EXHIBIT "A"



Page B48 of 47

EXHIBIT "B"

MAINTENANCE STANDARDS

(to be completed prior to completion of Road Improvements and incorporated in an amendment)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #21

Leon County Board of County Commissioners

Cover Sheet for Agenda #21

January 27, 2015

To: Honorable Chairman and Members of the Board

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

Title: Adoption of Proposed Resolution for Acquisition of Property by Eminent Domain for Kinhega Roundabout Project for Completion of Beech Ridge Trail Extension

County Administrator Review and Approval	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works
Lead Staff/ Project Team:	Daniel J. Rigo, Assistant County Attorney Kathy Burke, P.E., Director of Engineering Services

Fiscal Impact:

This item has been budgeted and adequate funding is available. Funding for the acquisition of the property needed for this project will come from the Beech Ridge Trail Improvements budget account.

Staff Recommendation:

Option #1: Adopt the proposed Resolution for Acquisition of Property by Eminent Domain for Kinhega Roundabout Project for Completion of Beech Ridge Trail Extension (Attachment #1).

Report and Discussion

Background:

This item seeks the Board's adoption of a Resolution (Attachment #1) authorizing the County Attorney to exercise the Board's eminent domain authority in the acquisition of the property needed for the Kinhega Roundabout Project (the "Project"). The only property needed to be acquired for the Project is a 0.42-acre portion of the Killearn Lakes common property abutting the southern boundary of Kinhega Drive and owned by Killearn Lakes Homeowners Association, Inc. (the "Killearn Lakes HOA Parcel" or "Parcel"). The Parcel is part of a larger parent tract comprising the Killearn Lakes "green area" and is encumbered by the common easement interests of all members of the Killearn Lakes HOA, which totals in excess of 4,200 members.

The County has met several times with the HOA Board and its various representatives in addressing the HOA Board's concerns, and those expressed by the HOA members, with regard to the design of the roundabout and the Project in general. Most recently, the County Administrator and staff attended the December 2014 HOA Board meeting to present and update on the Project and discuss various options available to the HOA Board with regard to the Parcel acquisition.

Following the meeting, the County Administrator delivered the statutorily required notification and offer letter (Attachment #2), which presents the County's first offer of full compensation for \$25,000. The letter also informs the HOA Board of two options which would allow the County sufficient time to obtain title to the Parcel in time to construct the Project during the Summer 2015 school break: the first option being a voluntary conveyance without an eminent domain lawsuit, and the second option being a stipulation to a Court-ordered taking after the filing of a lawsuit. The HOA Board responded through its attorney that, with regard to the first option, it would be unable to obtain the required number of member votes to authorize a voluntary conveyance. With regard to the second option, the HOA Board, as the fee owner of the Parcel, has agreed it will stipulate to an Order of Taking, but it is not authorized to make that stipulation as the class representative of the HOA members as to the members' easement interests. However, the HOA Board will begin the process of notifying its HOA members and coordinating a special meeting of all members at which they will be updated on the Project and the Parcel acquisition.

Analysis:

The Project consists of the construction of a proposed roundabout at the intersection of Kinhega Drive and Beech Ridge Trail within the Killearn Lakes subdivision ("Killearn Lakes"). The Project will connect with a newly constructed roadway to extend Beech Ridge Trail southward to an existing roundabout on Bannerman Road (the "Bannerman Roundabout"). The Kinhega Roundabout Project represents the final segment of the internal roadway interconnection improvement known as the Beech Ridge Trail Extension.

The need for the Beech Ridge Trail Extension evolved out of the Tallahassee-Leon County 2010 Comprehensive Plan adopted in July 1990 (the “Comp Plan”); specifically in Land Use Goal 8 pertaining to the Bradfordville study area. Among the objectives and policies to be implemented under Goal 8 was Policy LU 8.4.4 which required the provision of adequate transportation facilities to support the land development in the Bradfordville area. In order to meet Goal 8, the Board adopted the Bradfordville Sector Plan in July 2000 (the “Sector Plan”). The concept for the Beech Ridge Trail Extension was first proposed in the Sector Plan to address the need for an internal roadway paralleling Thomasville Road that connected Bannerman Road to Lawton Chiles High School. The Sector Plan also recognized the need for mechanisms to fairly distribute the costs of capital improvements needed to reduce traffic impacts of development within the Bradfordville Commercial Center. One such mechanism suggested by the Sector Plan is a development agreement. The design and construction of the Beech Ridge Trail Extension was, in fact, made possible through a development agreement with the owner of the property abutting the Kinhega Roundabout Project, Summit Holdings VIII, LLC (“Summit Holdings”).

In order to mitigate the roadway impacts of its development, Summit Holdings, at its cost, is currently designing and constructing an extension roadway and associated stormwater ponds on its property abutting the Bannerman Roundabout. The extension roadway will then become part of the Beech Ridge Trail Extension upon its dedication and conveyance to the County. In addition, Summit Holdings is obligated to contribute \$100,000 toward the County’s costs for the Kinhega Roundabout Project. Additional detail explaining the background and public purpose for the Kinhega Roundabout Project as part of the Beech Ridge Trail Extension is contained in the attached Memorandum from the Director of Engineering Services to the County Attorney (Attachment #3) (the “Engineering Memo”).

The design concept for the Kinhega Roundabout Project is based on the recommendation from the Intersection Operational Analysis prepared in 2014 by Deborah Dantin, P.E. of the Dantin Consulting, LLC. Ms. Dantin’s 2014 study updated her original study prepared in 2007 for the Beech Ridge Trail Extension and focused solely on the Kinhega Drive intersection using additional forecasted future traffic counts in addition to updating the current traffic counts. Based on analysis of the current and forecasted traffic counts and turning movements, as well as several other factors, Ms. Dantin recommended that the installation of a roundabout would be the preferred traffic control for the Kinhega Drive intersection of the proposed Beech Ridge Trail Extension. The recommended roundabout concept plan, as shown in Exhibit 11 of the 2014 Dantin Study, is attached (Attachment #4)

Pursuant to Chapter 127, Florida Statutes, counties are granted the power of eminent domain. Pursuant to Section 127.02, Florida Statutes, a county may exercise the power of eminent domain for a county purpose. A county’s board of county commissioners exercises its power of eminent domain by adopting a resolution. The resolution adopted must set forth the following: (1) the purpose or use for which property is being acquired in sufficient detail to show it is being condemned for a public purpose; (2) an adequate description of the subject property; (3) the estate of interest to be acquired; and (4) a determination and finding that the subject property is reasonably necessary for the stated public purpose. The attached Engineering Memo provides supporting background and information for the Board to rely upon in making those findings.

The proposed Resolution includes the required provisions in accordance with Florida law, including findings that the Kinhega Roundabout Project represents a valid county public purpose and that the acquisition of the Killearn Lakes HOA Parcel is necessary to complete the Project.

Pursuant to §127.02, Florida Statutes, the Board is required to make the previously-referenced determinations and findings by adopting a resolution for the parcel being acquired and authorizing the exercise of the power of eminent domain to acquire the parcel.

Options:

1. Adopt the proposed Resolution for Acquisition of Property by Eminent Domain for Kinhega Roundabout Project for Completion of Beech Ridge Trail Extension (Attachment #1).
2. Do not adopt the proposed Resolution for Acquisition of Property by Eminent Domain for Kinhega Roundabout Project for Completion of Beech Ridge Trail.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Resolution for Acquisition of Property by Eminent Domain – Killearn Lakes HOA Parcel
2. Letter of Notification to Fee Owner and Statement of Offer (without attachments)
3. Memorandum from Katherine Burke, Director, Engineering Services dated January 15, 2015
4. Roundabout Concept Plan from 2014 Dantin Study

RESOLUTION NO. _____

RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE KINHEGA ROUNABOUT PROJECT FOR THE COMPLETION OF THE BEECH RIDGE TRAIL EXTENSION, WITH RESPECT TO THE KILLEARN LAKES HOA PARCEL.

WHEREAS, Leon County, Florida (the “County”) is a political subdivision of the State of Florida; and

WHEREAS, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

WHEREAS, the Beech Ridge Trail Extension was first proposed in the Bradfordville Sector Plan adopted by the Board in July 2000 (the “Sector Plan”) in order to address the need for an internal roadway paralleling Thomasville Road connecting Bannerman Road to Lawton Chiles High School, thereby distributing traffic so as to reduce congestion at the Thomasville Road intersection with Bannerman Road; and

WHEREAS, it is proposed that, in order to complete the last segment of the Beech Ridge Trail Extension, a portion of Kinhega Drive must be reconstructed to replace the existing intersection configuration with a roundabout (the “Kinhega Roundabout Project” or “Project”); and

WHEREAS, it is in the public interest and for the public benefit to improve and expand the flow of traffic on Thomasville Road by providing internal interconnecting roadways that distribute traffic so as to reduce congestion; and

WHEREAS, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

WHEREAS, the County has insufficient interests in real property along Kinhega Drive to construct the Project; and

WHEREAS, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

WHEREAS, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

WHEREAS, a fee simple interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as the Killearn Lakes HOA Parcel, is reasonably necessary to construct the Project; and

WHEREAS, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

WHEREAS, the County’s consultants indicate that condemnation of a fee simple interest in the Killearn Lakes HOA Parcel will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

WHEREAS, the County has otherwise satisfied all applicable conditions precedent; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, as follows:

1. The Board hereby determines that the construction of the Kinhega Roundabout Project for the completion of the Beech Ridge Trail Extension represents a valid County public purpose.
2. Acquiring a fee simple interest in the real property identified as the Killearn Lakes HOA parcel as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Kinhega Roundabout Project for the completion of the Beech Ridge Trail Extension.
3. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a fee simple interest in the real property identified as the Killearn Lakes HOA Parcel as depicted in “Exhibit A.”

4. This Resolution shall become effective upon being adopted and executed.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 27th day of January, 2015.

LEON COUNTY, FLORIDA

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Circuit Court
Leon County, Florida

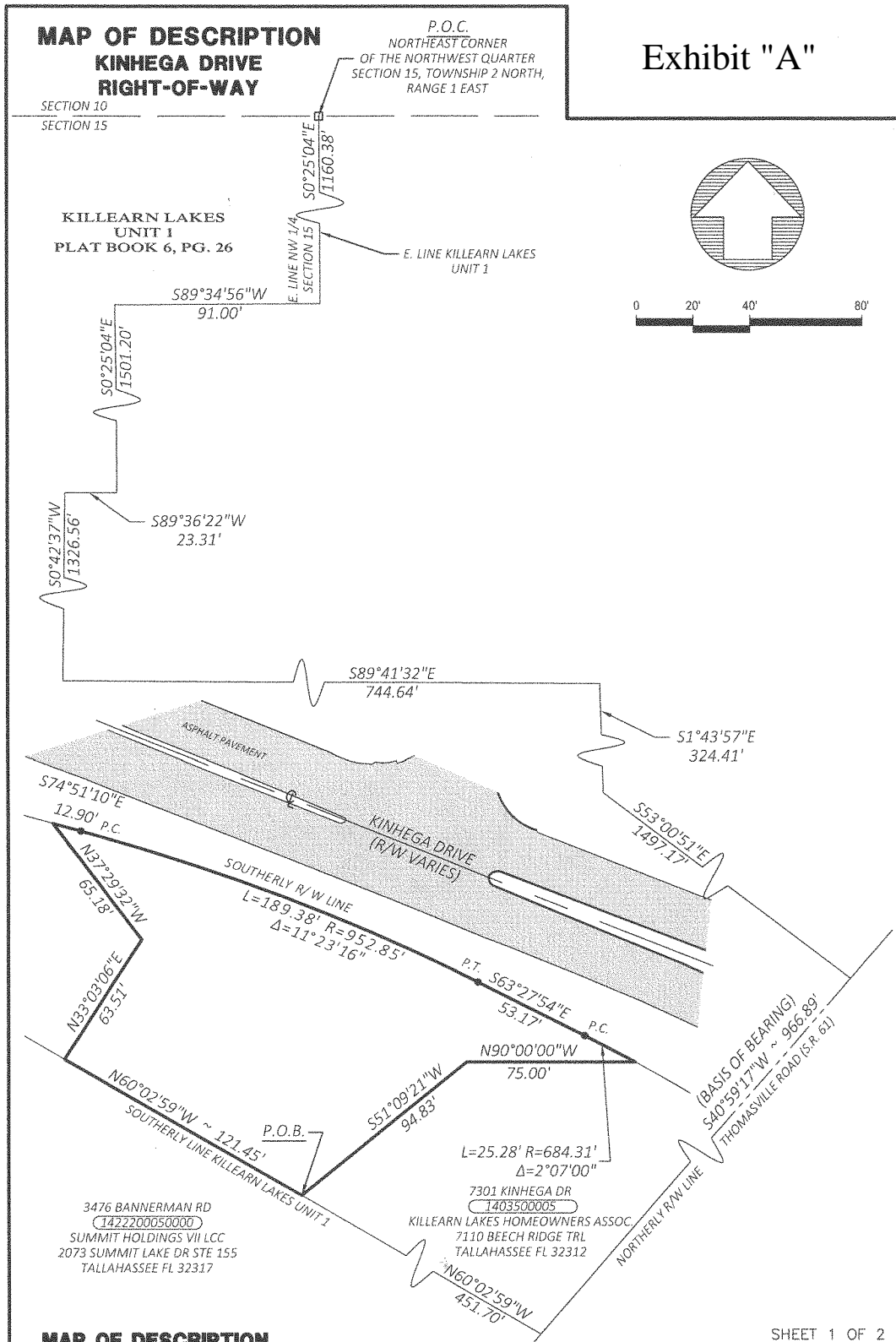
By: _____

Approved as to Form:

Office of the County Attorney
Leon County, Florida

By: _____
Herbert W. A. Thiele
County Attorney

Exhibit "A"



MAP OF DESCRIPTION
THIS IS NOT A SURVEY

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
LEON COUNTY PUBLIC WORKS

DATE: OCT 7, 2014 SCALE: 1"=40'

PROJECT #: 10-0547.003

DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE
SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

JEFFREY R. LANCE
PROFESSIONAL SURVEYOR AND MAPPER #5657
STATE OF FLORIDA



Phone: 850.638.1086

L.B. #2648

1096 Highway 90 - Chipley, Florida 32428

MAP OF DESCRIPTION KINHEGA DRIVE RIGHT-OF-WAY

Legal Description:

A parcel of land situate in Section 22, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

Commence at the northeast corner of the Northwest Quarter of Section 15, Township 2 North, Range 1 East; thence run South 00° 25' 04" East along the east line of the Northwest Quarter of said Section 15, also being the east line of Killearn Lakes Unit 1 as described in Plat Book 6, Page 26 of the public records of Leon County, Florida, for a distance of 1160.38 feet; thence continue along the easterly line of said Killearn Lake Unit 1 the next seven courses and distances: South 89° 34' 56" West for a distance of 91.00 feet; thence South 00° 25' 04" East for a distance of 1501.20 feet; thence South 89° 36' 22" West for a distance of 23.31 feet; thence South 00° 42' 37" West for a distance of 1326.56 feet; thence South 89° 41' 32" East for a distance of 744.64 feet; thence South 01° 43' 57" East for a distance of 324.41 feet; thence South 53° 00' 51" East for a distance of 1497.17 feet to a point on the northerly right-of-way line of Thomasville Road (S.R. 61); thence run South 40° 59' 17" West, along said northerly right-of-way line of Thomasville Road, for a distance of 966.89 feet; thence, departing said northerly right-of-way line, run North 60° 02' 59" West, along the southerly line of said Killearn Lakes Unit 1, for a distance of 451.70 feet to the POINT OF BEGINNING; thence continue North 60° 02' 59" West for a distance of 121.45 feet; thence, departing said southerly line of the Killearn Lakes Unit 1, run North 33° 03' 06" East for a distance of 63.51 feet; thence run North 37° 29' 32" West for a distance of 65.18 feet to the southerly right-of-way line of Kinhega Drive (right-of-way varies); thence run South 74° 51' 10" East, along said southerly right-of-way line of Kinhega Drive, for a distance of 12.90 feet to a point of curvature of a curve concave to the southwest and having a radius of 952.85 feet; thence run along the arc of said curve, through a central angle of 11° 23' 16", for a distance of 189.38 feet to a point of tangency; thence run South 63° 27' 54" East for a distance of 53.17 feet to a point of curvature of a curve concave to the southwest and having a radius of 684.31 feet; thence run along the arc of said curve, through a central angle of 2° 07' 00", for a distance of 25.28 feet to a point; thence, departing said southerly right-of-way of Kinhega Drive, run North 90° 00' 00" West for a distance of 75.00 feet; thence run South 51° 09' 21" West for a distance of 94.83 feet to the Point of Beginning;

Containing 18401.44 square feet, more or less.

Surveyor's Notes:

1. Bearings shown hereon are based on the northerly right-of-way line of Thomasville Rd, State Road 61, being S40°59'17"W, an assumed bearing.
2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

Δ	Delta (Central Angle)
L	Length
NW	Northwest
P.C.	Point of Curvature
P.T.	Point of Tangency
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
R	Radius
RD	Road
R/W	Right-of-way
S.R.	State Road
TRL	Trail

SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

PREPARED FOR:

LEON COUNTY PUBLIC WORKS

DATE: OCT 7, 2014

SCALE: N/A

PROJECT #: 10-0547.003

DESIGN: BLW

CHECKED: JRL

DATE	REVISIONS



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

Phone: 850.638.1086
L.B. #2648
1096 Highway 90 - Chipley, Florida 32428



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Department of Facilities Management
Division of Real Estate Management
1907 South Monroe Street
Tallahassee, Florida 32301
(850) 606-5000

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

LETTER OF NOTIFICATION TO FEE OWNER AND STATEMENT OF OFFER

December 18, 2014

Via Hand Delivery

Killearn Lakes Homeowners Association, Inc.
Attention: Trina Searcy, President
7110 Beech Ridge Trail
Tallahassee, FL 32312

RE: Beech Ridge Trail Extension Project (the "Project")
0.42-acre portion of "green area" along Kinhega Drive
Parcel ID No. 14-03-50-0005

Dear Ms. Searcy:

Thank you for allowing us the opportunity to meet with the Killearn Lakes Homeowners Association Board on December 11, 2014 to discuss the Kinhega roundabout planned as part of the Beech Ridge Trail Extension Project. Leon County and the Killearn Lakes neighborhood have a long history of partnership and cooperation in making significant improvements for your neighborhood – from environmental clean-up of lakes to new sidewalks on Kinhega Drive and Deer Lake Drive, as well as our significant commitment to provide stormwater relief. I feel confident that the planned roundabout and extension project present yet another opportunity for us to partner in a meaningful way. Our staff has been diligent in meeting regularly with the HOA Board and has addressed and incorporated your valid concerns and keen observations into the planned design. If we continue to work in partnership, the project can stay on track for construction while school is out of session in summer of 2015. To accomplish this mutually beneficial goal, I have two approaches that the HOA Board may wish to consider.

You should first know that both approaches involve the County's eminent domain acquisition of a portion of HOA common property and, therefore, we are required by law to notify you of certain information regarding the eminent domain process. For your convenience, we have provided the required notification as a separate enclosure to this letter entitled Notification Requirements in Presuit Negotiation for Eminent Domain Acquisitions.

Killearn Lakes Homeowners Association, Inc.
December 18, 2014
Page 2

The first approach is for the HOA to convey the Property to the County without the need for the County to file an eminent domain proceeding with the Court. Based on a review of the Declaration of Covenants and Restrictions for Killearn Lakes, Unit 1, the County Attorney's Office has advised me that the HOA has the right to convey the Property to the County provided that certain conditions are first satisfied. In Article XXXIV of the Covenants and Restrictions, Section 3(d) authorizes the HOA to convey the Property to the County provided that the conveyance is first "ratified by two-thirds (2/3) vote of the membership represented at such meeting called specifically for such purpose and provided that written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken."

In exchange for the HOA's conveyance of the Property under this first approach, the County will pay the HOA Twenty-Five Thousand Dollars and 00/100 (\$25,0000) in full compensation as provided by law. This letter is intended to be our statutorily required written offer of full compensation. In effort to resolve this matter quickly and amicably, this offer represents the full extent of my authority pursuant to the Board's Real Estate Policy, and exceeds the County's appraisal estimate by 60 percent. I have executed the enclosed Agreement for Acquisition and Full Compensation for your consideration and use in providing your members proper notice of a special meeting to ratify the conveyance. Upon ratification and your delivery of the fully executed agreement, a closing would be coordinated to take place within 30 days. If the ratification of the conveyance failed, it would necessitate the County to proceed in filing an eminent domain proceeding with the Court and would not result in the acquisition of title to the property in time to construct the Project in summer of 2015.

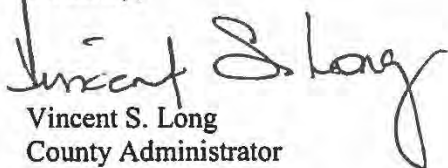
The second approach which would allow for the Project to stay on track for construction in summer of 2015 would be for the HOA to forego the special membership meeting in the first approach and agree to a Court-ordered acquisition by the County with an uncontested Stipulated Order of Taking. Under this second approach, the County would file an eminent domain proceeding in February 2015, with the HOA named as a defendant in both its capacity as the fee owner of the Property and as class representative for all HOA members with regard to their easement interests in the Property. Assuming the HOA is authorized to agree to an Order of Taking as both fee owner and class representative for the members, a Stipulated Order of Taking would be presented to the Court directing the deposit of the County's good faith estimate of value in the Court Registry. Title to the Property would pass to the County at the time of the deposit. As with the first approach, I would agree to exceed our appraisal amount and deposit \$25,000 as the County's good faith estimate of value.

After your consideration of these two suggested approaches, I ask that you notify the County no later than January 9, 2015 as to how you wish to proceed. If you choose not to elect either of these two approaches, we would move forward with filing an eminent domain proceeding and would not be able to acquire title to the Property in time to construct the Project in summer of 2015.

Killearn Lakes Homeowners Association, Inc.
December 18, 2014
Page 3

It is our hope that we can make this Project yet another example of the long history of partnership and cooperation between the County and Killearn Lakes in making significant improvements for your neighborhood.

Sincerely,


Vincent S. Long
County Administrator

Enclosures:

1. Notification Requirements in Presuit Negotiation for Eminent Domain Acquisitions
2. §§73.015, 73.091 and 73.092, Florida Statutes
3. Agreement for Acquisition and Full Compensation
4. Appraisal

cc: Daniel J. Rigo, Esquire

_____(sign)
Delivered by: Mitzi McGhin, Real Estate Specialist

date delivered

_____(sign)
Receipt of Offer Acknowledged by

date acknowledged

NOTIFICATION REQUIREMENTS IN PRESUIT NEGOTIATION
FOR EMINENT DOMAIN ACQUISITIONS

Leon County Beech Ridge Trail Extension Project

You are hereby notified, in accordance with Section 73.015, Florida Statutes, that a portion of your property is necessary for the construction of Leon County's Beech Ridge Trail Extension Project (the "Project"). The property needed for the Project is a 0.42-acre parcel comprising a portion of the "green area" common property identified by the Leon County Property Appraiser as Parcel ID No. 14-03-50-0005 and located along the southerly boundary of Kinhega Drive at the Beech Ridge Trail intersection (the "Property"). The Project for which the Property is necessary involves the construction of a roundabout and an extension of Beech Ridge Trail southward to connect with Bannerman Road. The parcel designation for the Property will be the "Killearn Lakes HOA Parcel." A legal description and sketch of the Property sought to be acquired from you is included in the appraisal enclosed herewith.

The interest being acquired in the Property is the fee simple interest of the 0.42-acre parcel, more or less, along with any and all improvements located on the Property. In exchange for the County's acquisition of the Property, the County will pay you full compensation as provided for by law. The County's offer of full compensation for the interest being acquired in the Property is based on an appraisal of its fair market value. The County's offer to you is not less than the value reflected in the approved appraisal of the Property. Based on the approved appraisal, the County's offer for the acquisition of the fee simple interest in the Property, comprising land and improvements, is as follows:

Twenty-Five Thousand and 00/100 Dollars
(\$25,000.00)

Enclosed with this notification is a copy of the appraisal report upon which the County's offer of compensation for the Property is based. Furthermore, you are notified that within 15 business days after the County's receipt of a request by you, the County will provide to you copies, to the extent prepared, of the right-of-way maps or other documents that depict the Property to be acquired, and copies, to the extent prepared, of the construction plans that depict the Project improvements to be constructed on the Property to be acquired and adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, and pavement marking sheets, and driveway connection detail. The County will provide any additional plan sheets within 15 days of your request.

Your rights and responsibilities with regard to the proposed acquisition of your Property are included in Sections 73.015, 73.091 and 73.092 of the Florida Statutes, copies of which are enclosed for your use and convenience. With regard to the negotiation process, please pay particular attention to paragraphs (1)(b), (1)(c) and (4) of Section 73.015. You should also note that pursuant to Sections 73.015, 73.091 and 73.092, the County is required to pay certain attorney's fees and costs incurred by you in this matter if a settlement is reached or an eminent domain lawsuit is filed.

This offer is not a contract. If you wish to accept this offer, please do so by signing the enclosed Agreement for Acquisition and Full Compensation, the terms of which form a part of this offer.

Notification Requirements in Presuit Negotiation for Eminent Domain Acquisitions
Page 2 of 2

Any additional information can be obtained through Leon County Division of Real Estate Management, Mitzi McGhin, Real Estate Specialist, at (850) 606-5042. We will not file an eminent domain proceeding to acquire the Property until at least thirty (30) days after your receipt of this offer (or thirty (30) days after this offer has been returned as undeliverable by the postal authorities).

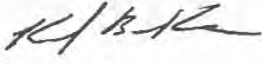
Please be advised that, in the event of any discrepancy between the discussion of statutes concerning Florida eminent domain law in this notification and the actual statutes enclosed or any other Florida Statutes sections dealing with eminent domain, the actual statutes will govern and control your rights and responsibilities and those of the County in connection with the acquisition of the Property.

If you are represented by an attorney, please have your attorney forward an attorney authorization form to Daniel J. Rigo, Esq., Leon County Attorney's Office, 301 South Monroe St., Suite 202, Tallahassee, FL 32301.

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

To: Herbert W. A. Thiele, Esq.
County Attorney

From: Katherine Burke, P.E. 
Director, Engineering Services
Leon County Department of Public Works

Date: January 15, 2015

Subject: Necessity of Property to be Acquired for Kinhega Roundabout Project for Completion of Beech Ridge Trail Extension

I. INTRODUCTION

The following information is submitted for consideration by the Board of County Commissioners ("Board") in approving the Resolution of Necessity for property acquisition associated with the construction of new roundabout at the Kinhega Drive intersection with Beech Ridge Trail (the "Kinhega Roundabout Project"). The Kinhega Roundabout Project will connect with a newly constructed roadway to extend Beech Ridge Trail southward to an existing roundabout on Bannerman Road (the "Bannerman Roundabout"). The Kinhega Roundabout Project represents the final segment of the internal roadway interconnection improvement known as the Beech Ridge Trail Extension.

In my capacity as Director of the Engineering Services Division, I have knowledge of the factors considered in recommending that the Board: (a) select the alternative for the proposed improvements as set forth in the current construction plans and map of survey for the Kinhega Roundabout Project; and (b) authorize eminent domain to acquire the property interests necessary for the public purpose of constructing the Kinhega Roundabout Project.

II. PROJECT PURPOSE AND CHRONOLOGY

The future development of the areas surrounding the intersection of Thomasville Road and Bannerman and Bradfordville Roads, commonly known as the Bradfordville area, was addressed by the Tallahassee-Leon County 2010 Comprehensive Plan adopted in July 1990 (the "Comp Plan"); specifically Land Use Goal 8 pertaining to the Bradfordville study area. Land Use Goal 8 of the Comp Plan required that future growth for this area must occur in a timely manner that is compatible with natural resources and existing development, and is supported by appropriate facilities and services. Among the objectives to be implemented under Goal 8 was Objective LU

Necessity of Property to be Acquired for Kinhega Roundabout Project
January 15, 2015
Page 2

8.4 which required the County to use specific policies to discourage urban sprawl, preserve the rural character, and provide an adequate supply of facilities and services for the Bradfordville area. Those policies included Policy LU 8.4.4 which required the provision of adequate transportation facilities to support the land development in the Bradfordville area. In addition, under Objective LU 8.6, the County was required to adopt additional land development regulations ("LDRs"), if necessary, to provide an efficient and effective transportation system for the Bradfordville area based on criteria to be approved by the Board. Policy LU 8.6.1 provided for such criteria to include limiting the number of critical traffic movements necessary for ingress or egress to or from development, as well as standards for the design of access points in the Bradfordville area.

In order to implement the objectives and policies required by Goal 8 of the Comp Plan, the Board adopted the Bradfordville Sector Plan in July 2000 (the "Sector Plan"). The concept for the Beech Ridge Trail Extension was first proposed in the Sector Plan to address the need for an internal roadway paralleling Thomasville Road that connected Bannerman Road to Lawton Chiles High School. The connector roadway was proposed in the Sector Plan as an extension of Beech Ridge Trail from its current termination at Kinhega Drive southward to a connection with Bannerman Road. As recognized in the Sector Plan, this roadway extension will provide a traffic management alternative to Thomasville Road for vehicular access to commercial uses and distribute traffic so as to reduce congestion at the Thomasville Road intersection with Bannerman Road. Although the alternative concept maps in the Sector Plan provide a conceptual depiction of the extension of Beech Ridge Trail, it recognizes that the final roadway alignment, geometry, and width are subject to intersection configurations, ownership patterns, site features, and other engineering constraint factors.

The Sector Plan also recognized the need for additional LDRs to provide mechanisms to fairly distribute the costs of new internal roadways and other such capital improvements needed to reduce traffic impacts of development within the Bradfordville Commercial Center. One such mechanism suggested by the Sector Plan is a development agreement entered into with the County at the option of a developer who desires to develop faster than the prioritized capital improvement project schedules in order to meet the rate of growth and adequate public facility and concurrency provisions in the LDRs. The design and construction of the Beech Ridge Trail Extension was, in fact, made possible through a development agreement with the current owner of the property on which the extension of Beech Ridge Trail was proposed in the Sector Plan. The development agreement originated in 2002 as a settlement agreement with the previous owners of the property, known as the Godfrey-Laird Agreement. It was thereafter assigned to the first successor owner, was subsequently amended to include and incorporate a traffic mitigation agreement, and became known as the DeSantis Agreements. Upon the most recent sale of the property, the DeSantis Agreements were assigned to the current owner, Summit Holdings VIII, and were incorporated into a new development agreement.

In order to mitigate the roadway impacts anticipated to occur as a result of contemplated development, the new development agreement obligates Summit Holdings VIII, at its cost, to design and construct an extension roadway and associated stormwater ponds on its property

Necessity of Property to be Acquired for Kinhega Roundabout Project
January 15, 2015
Page 3

abutting the northern boundary of the Bannerman Roundabout. The extension roadway, to become part of the Beech Ridge Trail Extension, will be dedicated and conveyed to the County upon its completion and be opened to traffic after its connection to the Kinhega Roundabout Project. In addition, Summit Holdings VIII is obligated to contribute \$100,000 toward the County's costs for the Kinhega Roundabout Project.

The design concept for the Kinhega Roundabout Project is based on the recommendation from the Intersection Operational Analysis prepared in 2014 by Deborah Dantin, P.E. of the Dantin Consulting, LLC, for the purpose of determining the best type of traffic control device and configuration for the Kinhega Drive intersection with the proposed Beech Ridge Trail Extension (the "2014 Dantin Study"). Ms. Dantin's 2014 study updated her original study prepared in 2007 for the Beech Ridge Trail Extension (the "2007 Dantin Study") and focused solely on the Kinhega Drive intersection using additional forecasted future traffic counts in addition to updating the current traffic counts. Based on analysis of the current and forecasted traffic counts and turning movements, as well as several other factors, the 2007 Dantin Study and the 2014 Dantin Study recommended that the installation of a roundabout would be the preferred traffic control for the Kinhega Drive intersection of the proposed Beech Ridge Trail Extension. The conceptual geometrics of the recommended roundabout are shown in Exhibit 11 on page 17 of the 2014 Dantin Study, a copy of which is attached.

In summary, the Beech Ridge Trail Extension has long been recognized as a vital internal interconnecting roadway that will provide a traffic management alternative to Thomasville Road for vehicular access to commercial uses, and will help distribute traffic so as to reduce congestion at the Thomasville Road intersection with Bannerman Road. As the final segment needed to complete the Beech Ridge Trail Extension, the Kinhega Roundabout Project clearly represents a valid public purpose.

III. FIVE (5) NECESSITY FACTOR CONSIDERATIONS FOR KINHEGA ROUNDABOUT PROJECT

A. ALTERNATE ALIGNMENTS

Alternate alignments and traffic control configurations were evaluated in both the 2007 Dantin Study and the 2014 Dantin Study to assess the type of traffic control device that would ensure the best operations at the Kinhega Drive intersection for the proposed Beech Ridge Trail Extension (see page 6 of the 2007 Dantin Study and page 13 of the 2014 Dantin Study). It was determined in the 2007 Dantin Study that relocating the existing Beech Ridge Trail to the west would not be possible due to the existence of wetlands and existing developments adjacent to the roadway. Various traffic control configurations were evaluated in the two studies using forecasted future traffic volumes, including a two-way stop, a traffic signal, and a roundabout, to determine that the roundabout is the preferred alternative for the Kinhega Drive intersection at its current location.

Necessity of Property to be Acquired for Kinhega Roundabout Project
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B. LONG-RANGE PLANNING

The long-range planning for the Kinhega Roundabout Project can be traced back to the adoption of the Comp Plan in 1990 which recognized the need to plan for growth in the Bradfordville area. Pursuant to Objective LU 8.6 of the Comp Plan, the County was required to adopt additional LDRs, if necessary, to provide an efficient and effective transportation system for the Bradfordville area. The proposed Beech Ridge Trail Extension evolved out of that long-range planning and was adopted by the Board as part of the Bradfordville Sector Plan in order to distribute traffic and reduce congestion at the Thomasville Road intersection with Bannerman Road.

The Capital Region Transportation Planning Agency (the "CRTPA") reinforced the long-range planning need for Beech Ridge Trail Extension in a June 7, 2007 memorandum from the CRTPA Executive Director to the County's Department of Public Works Director (the "CRTPA Memo"). In the CRTPA Memo, the Executive Director brought several important points to the attention of the County regarding the Beech Ridge Trail Extension as it relates to relieving traffic on Thomasville Road. Most importantly, the CRTPA Executive Director emphasizes that interconnecting roads, such as the Beech Ridge Trail Extension, are a much preferred option to help maintain the state mandated level of service on Thomasville Road and avoid the costly and least favored option of widening the road with additional traffic lanes. He summarizes by stating CRTPA's perspective that the Beech Ridge Trail Extension will help distribute the local traffic along the Thomasville Road corridor by providing access through an internal service road system, minimizing curb cuts on Thomasville Road, and providing for an interconnected system that ties Killearn Lakes to future developments on Bradfordville Road without having to venture on Thomasville Road. A copy of the CRTPA Memo is attached.

As the last segment needed to complete the Beech Ridge Trail Extension, the Kinhega Roundabout Project ties into the same long-range planning considerations as explained above. In addition, with regard to the design of the Kinhega Roundabout Project, long-range planning was taken into consideration in the 2104 Dantin Study with the use of future traffic counts forecasted to 2033 in order to ensure that the preferred roundabout alternative will adequately serve the projected growth in traffic well into the future.

C. SAFETY CONSIDERATIONS

The 2014 Dantin Study concluded that either a roundabout or traffic signal would be needed to sufficiently control traffic at the Kinhega Drive intersection of the proposed Beech Ridge Trail Extension. Of those two, the roundabout is considered the safer alternative due to a reduction in crash severity when compared to signalized intersections. According to the Federal Highway Administration, roundabouts improve safety by reducing the number of crash fatalities by 90%, reducing the number of crash injuries by

Necessity of Property to be Acquired for Kinhega Roundabout Project
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76%, and reducing the number of all crashes by 35%. In addition, the slower traffic speeds attributable to a roundabout are safer for pedestrians.

D. ENVIRONMENTAL IMPACTS

When comparing the roundabout and traffic signal alternatives for the Kinhega Drive intersection from an environmental perspective, the roundabout is the preferred alternative. In addition to being more pedestrian friendly because of slower traffic speeds, the roundabout will allow for greater landscaping opportunities and will, therefore, be more aesthetically pleasing. The more continuous flow of traffic through a roundabout will also result in reductions of fuel consumption, vehicle emissions, and vehicle noise. As a result, the roundabout alternative provides considerably more environmental benefits than the signalized intersection alternative.

E. COSTS

The least costly of the two alternatives is the roundabout. The roundabout alternative avoids the cost of acquiring additional lands for turn lanes and signal controls, and is significantly less expensive to maintain over a lifetime than with a signalized intersection.

IV. RECOMMENDATION

The roundabout alternative, depicted conceptually in the attached Exhibit 11 of the 2014 Dantin Study, is the least costly and safest alternative for the Kinhega Drive intersection of the proposed Beech Ridge Trail Extension. The roundabout alternative is also the more environmentally-friendly alternative and satisfies the long-range planning needs in the Bradfordville area. These factors combined in the decision to move forward with the Kinhega Roundabout Project.

DRMP, Inc. has prepared construction plans for the Kinhega Roundabout Project based on the attached conceptual design contained in the 2014 Dantin Study. The construction plans are currently 90% complete and are awaiting final permit approval. The County's Public Works Department has reviewed and accepted the construction plans as currently prepared. In order to construct the Kinhega Roundabout Project in accordance with the current construction plans, it will be necessary to acquire fee simple title to a 0.42-acre parcel of land abutting Kinhega Drive owned by the Killearn Lakes Homeowners Association, Inc. (the "HOA"). The parcel comprises a portion of the HOA common property utilized as green area.

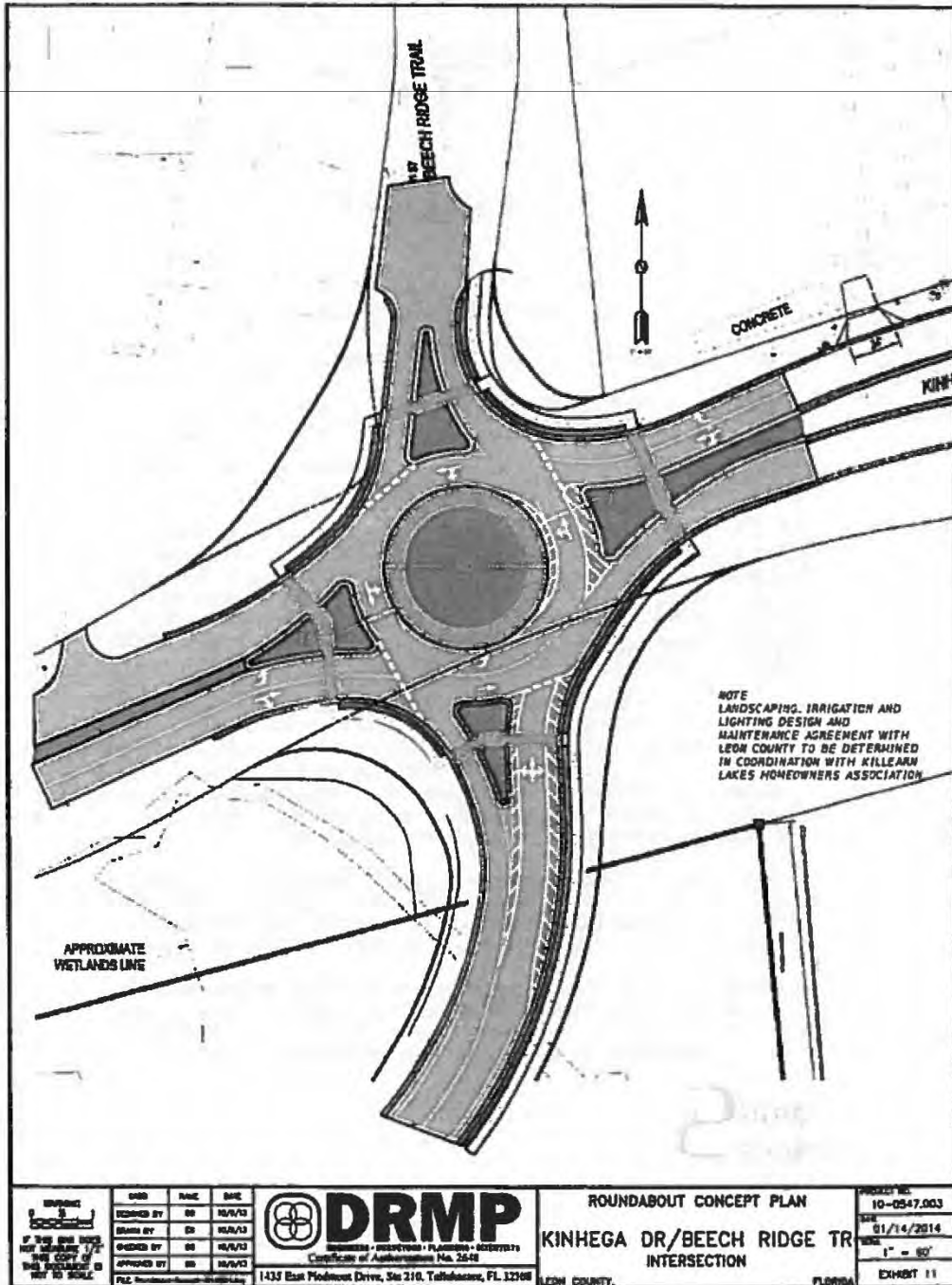
Necessity of Property to be Acquired for Kinhega Roundabout Project
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For these reasons, it is recommended that the Board approve the Resolution of Necessity authorizing the acquisition of the property needed for the public purpose of constructing the Kinhega Roundabout Project as described above.

Attachments:

Exhibit 11 from 2014 Dantin Study (Roundabout Concept Plan)
CRTPA Memo

Attachment 1



Attachment 2

CRTPA Member

Havana

Midway

Quincy

Tallahassee

Gadsden County

Leon County

Walcala County

Leon County
School Board



MEMORANDUM

Date: June 7, 2007

To: Tony Park, Director, Public Works, Leon County

From: Harry Reed, Executive Director, CRTPA *HR*

Subject: Beech Ridge Trail Extension

There are several points that should be brought to your attention regarding the Beech Ridge Trail extension as it relates to relieving Thomasville Road traffic.

The Florida Department of Transportation (FDOT) designated Thomasville Road as a Florida Intrastate Highway System (FIHS) road in 1996. At the time the FIHS system was conceived, it was envisioned as the backbone system of state roads that would be utilized for *intrastate* travel. The FIHS roads have now been incorporated into the Strategic Intermodal System (SIS) and are designated as such. Along with the FIHS, and now SIS designation, came some requirements to ensure that options are made available to protect the state's investment in Thomasville Road.

One of the most notable requirements is that the roadway would be maintained at level-of-service (LOS) "C". In order to maintain that LOS, an Action Plan was developed to address opportunities within the corridor that could be implemented over time to improve or maintain the LOS C standard. These options included service roads, access management, and interconnections when appropriate. The concept behind this approach was that as the volume of traffic increased other options would come into play to accommodate that growth while maintaining the LOS C standard.

As you know, one of the most effective ways to assist in maintaining the LOS standard is to provide service roads or alternative routes that would separate through traffic from "localized" traffic. Keeping the through traffic on Thomasville Road while providing parallel access to developments along the corridor is key to making this concept work.

A second way to improve or maintain the LOS C standard is through access management. The more curb cuts introduced along a roadway, the lower the LOS, thus a higher level of congestion. The difference between these controls can be viewed on Capital Circle, Northeast as opposed to Blair Stone Road. On Thomasville Road to accommodate the

Attachment 2

development without service roads, alternative routes and/or interconnections, more curb cuts would be required thus impeding through traffic along the corridor.

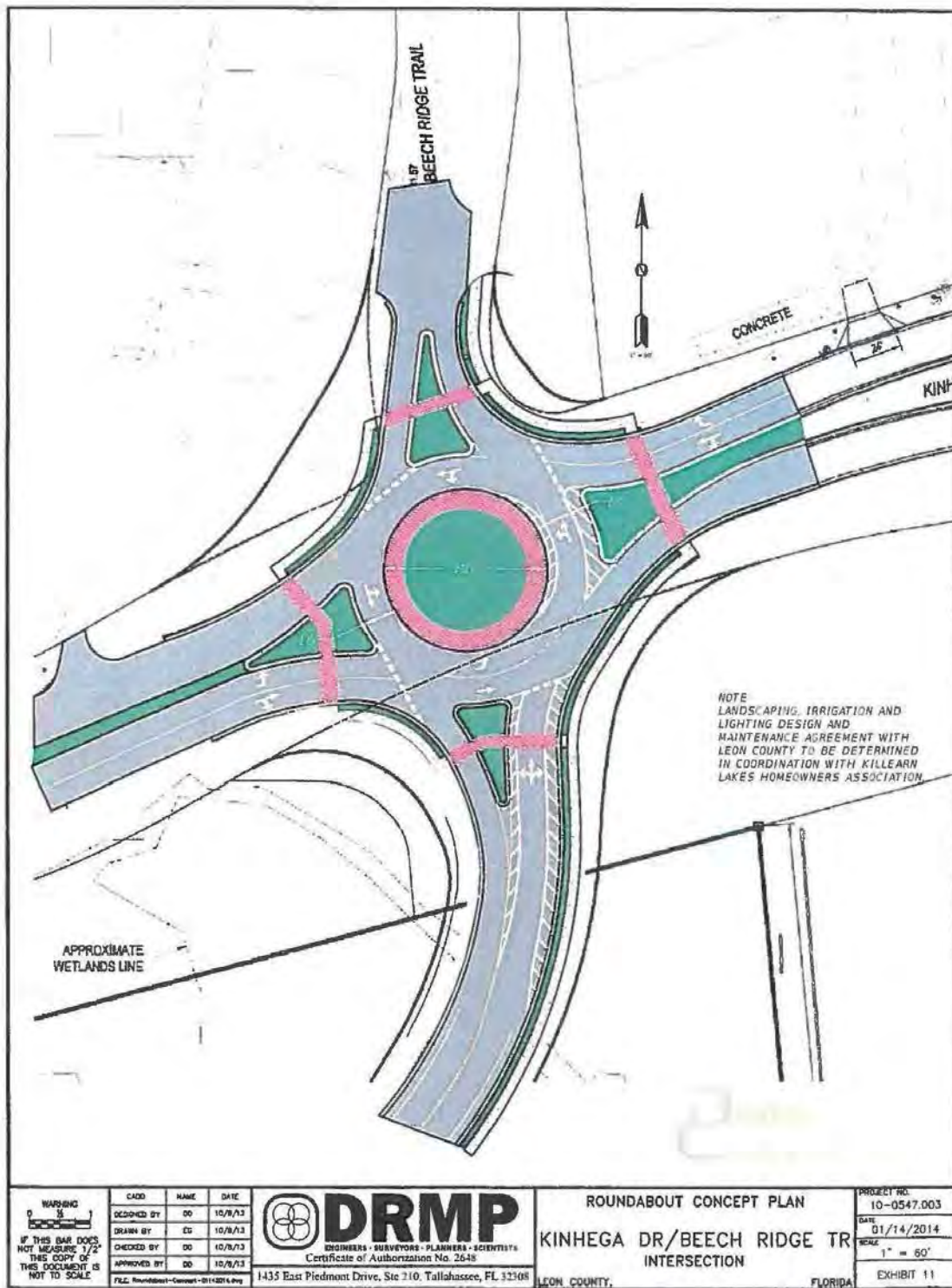
A third way to improve or maintain the LOS is through interconnections. By making off-road interconnections such as the one through the Bull Run development tying in with Wal-Mart and CVS, the local traffic is contained on the off-main line facilities while the through movement continues on Thomasville Road.

Additionally, the improvements to the corridor are a matter of economics. By allowing curb cuts and not building service roads where available, the roadway LOS will fail. The failure of this LOS standard means that additional funds need to be gained for improvements, such as widening the road to eight lanes, and that is a very costly endeavor. This community has said that eight-lane facilities are unacceptable. Therefore, service roads, alternative routes, access management, interconnections and signalized intersections are needed to maintain mobility and avoid congestion.

There is no denying that there has been a lot of changes in the area of Bradfordville since the Action Plan was completed including, the realignment of Bradfordville and Bannerman Roads, the Bradfordville Sector Plan, the 163 Agreement and the construction of nearly all of the businesses around the Bradfordville/Bannerman/Thomasville Road intersection. All of this development obviously impacts the LOS on Thomasville Road. Therefore, when opportunities present themselves for improving or maintaining the LOS, the CRTPA is very much in support of these enhancements.

From our perspective, the extension of Beech Ridge Trail to Bannerman Road will help distribute the local traffic along the Thomasville Road corridor by providing access through an internal service road system, minimizing curb cuts on Thomasville Road, and providing for an interconnected system that ties Killbuck Lakes to future developments on Bradfordville Road without having to venture on Thomasville Road.

Please do not hesitate to contact Jack Kostrzowa or myself should you have any questions regarding this memorandum.



**Leon County
Board of County Commissioners**


Notes for Agenda Item #22

Leon County Board of County Commissioners

Cover Sheet for Agenda #22

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the 2014 Concurrency Management Annual Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division/DSEM Ryan Guffey, Concurrency Management Planner

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the 2014 Concurrency Management Annual Report (Attachment #1).

Report and Discussion

Background:

The Board adopted a Concurrency Management Ordinance (Article III, Chapter 10 of the Leon County Code of Laws) on October 16, 1990. The purpose of the Ordinance is to effectuate the implementation of the Tallahassee-Leon County Comprehensive Plan. Section 10-3.106(c) of the Leon County Code of Laws requires that an annual status report, as outlined in the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan, be provided to the Board.

The Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan identifies several programs to be adopted by the County to ensure the goals, objectives and policies established in that element will be maintained. One of the programs identified is the Concurrency Implementation and Monitoring Program. A component of the Concurrency Monitoring System is an annual report. The annual report is to summarize the actual capacity and forecast the projected capacities for the next five years for each of the seven concurrency facilities (roadways, solid waste, parks and recreation, stormwater management, sanitary sewer, potable water, and mass transit).

The County is the local government with sole jurisdiction over the provision of solid waste disposal services and park facilities countywide. The City of Tallahassee provides services through either inter-local or franchise agreements with the County for parks, sanitary sewer, and potable water. The annual report includes an assessment of the level of service (LOS) of each concurrency facility within the jurisdiction of the County. It also includes an evaluation of the actual LOS standards adopted in the Capital Improvements Element Policy (1.1.3) of the Tallahassee-Leon County Comprehensive Plan.

As of June 6, 2008, school concurrency became effective in Leon County; however, Florida Statute made school concurrency optional in 2011. Leon County has maintained the requirement under its home rule authority. The Leon County School Board (LCSB) is responsible for reviewing all residential impacts within Leon County for impacts to the school system. Mitigation is required for any project that causes the LOS standard for a school or schools to be exceeded.

Analysis:

The following provides a brief summary of the 2014 Concurrency Management Annual Report:

- There are 464 roadway segments monitored in the Concurrency Management System (CMS).
- Thirty-one (31) roadway segments are exceeding the minimum LOS adopted in the Comprehensive Plan as of December 17, 2014.

- Attachment #2 contains the 31 segments that are currently operating at 100% volume to capacity ratio or greater and are therefore exceeding the LOS adopted in the Tallahassee-Leon County Comprehensive Plan. The attachment also includes information on proposed improvements that would alleviate congestion and notes overcapacity roadway segments that are generally constrained by a lack of sufficient right of way and/or a high cost of construction. Therefore, capacity enhancement projects for these roadway segments are not currently in the Transportation Component of the Capital Improvements Program (CIP) or the FDOT 5 Year Work Program. As more development occurs, it is anticipated increased concurrency mitigation funds will be used for some of these needed improvements. Finally, the re-authorization of the one-cent sales tax will also provide funds to alleviate congestion on constrained facilities.
- The operation of the Gum Road Transfer Station continues to allow the CMS to meet solid waste LOS requirements by analyzing solid waste for each new development, rather than projecting landfill capacities.
- Stormwater LOS is met when the project meets the permitting requirements of the Environmental Management Act.
- Potable water capacity will be available for new development contingent on the proximity of the development to existing water service.
- Both the City and Talquin Electric Cooperative have capacity in their sanitary sewer facilities to serve existing development for the foreseeable future.
- Mass transit service to County residents within the Urban Service Area meets the adopted LOS, and is expected to continue to do so for the next five years.
- The Capital Region Transportation Planning Agency (CRTPA) adopted the Regional Mobility Plan (RMP) in 2010, which includes the provision of bicycle and pedestrian facilities as an area of focus. One hundred percent of concurrency mitigation funds within the Multi-Modal Transportation District (MMTD) located inside the City of Tallahassee is pipelined to bicycle, pedestrian, and transit projects. Twenty percent of concurrency mitigation funds outside of the MMTD are funneled to these types of projects.
- Leon County has 48 miles of on-street bicycle lanes, 106.7 miles of shoulder area for bicycle use, and 80.5 miles of publicly maintained sidewalks.

Options:

1. Accept the 2014 Concurrency Management Annual Report.
2. Do not accept the 2014 Concurrency Management Annual Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. 2014 Concurrency Management Annual Report
2. Roadway Segments Exceeding the LOS Standard in Leon County
3. Concurrency Roadway Inventory
4. Inventory of Parks and Recreation Facilities

LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

2014 CONCURRENCY ANNUAL REPORT



**LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
435 NORTH MACOMB STREET, 2nd FLOOR
TALLAHASSEE, FLORIDA 32301
850-606-1300
WWW.LEONPERMITS.ORG**

Executive Summary

Transportation System Deficiencies:

Number of road segments operating below the minimum required Level of Service (LOS): 31 of 464 roadway segments monitored.

Mass Transit:

Number of Star Metro routes outside of the City limits: 2

Solid Waste:

Amount of solid waste reserved per capita in Leon County: 7.35 pounds

Parks and Recreation:

Regional Parks: The LOS Standard for regional parks is 16 acres per 1,000 population. Currently, regional parks comprise 5,330 acres.

Resource Management Areas: There is no LOS Standard for concurrency purposes. There are 116,992 acres designated as resource management areas.

Area Parks: The LOS Standard is 2 acres per 1,000 population. Area parks comprise 699 acres.

Bicycle/Pedestrian Facilities:

The LOS Standard for bicycle and pedestrian facilities is 'C' on designated north/south and east/west roadways.

Amount of on-street bicycle lanes (both sides of the street): 48 miles

Paved shoulder miles for bicycle use in unincorporated Leon County: 106.7 miles

Amount of publicly maintained sidewalk miles in unincorporated Leon County: 80.5 miles

Water and Sewer Facilities:

City of Tallahassee Utilities (Water) – 83,905 residential and commercial service points

City of Tallahassee Utilities (Sewer) – 72,705 residential and commercial service points

Talquin Electric (Water) – 9,322 parcels served

Talquin Electric (Sewer) – 4,459 parcels served

Septic Tanks (est. from Florida Department of Health) – 38,500

ROADWAY FACILITIES

Level of Service Standards for Roadways

The adopted Level of Service (LOS) for individual roadways is a quantitative measure describing operation conditions within a traffic stream. The adopted LOS of a roadway, at the time of Comprehensive Plan adoption, is dependent on the location and functional classification of that roadway. The maximum service flow for each roadway at its adopted LOS is dependent on the prevailing roadway and traffic conditions for each County roadway segment. Each type of roadway has unique characteristics that dictate maximum service flow at the adopted LOS. In addition to roadway conditions, traffic conditions such as vehicle types, lane distribution, and directional distribution are influential factors in determining maximum service flow at the adopted LOS of a roadway. LOS Standards are defined as follows:

- LOS 'A' – The highest quality of traffic service, when motorists are able to travel at their desired speed.
- LOS 'B' – Similar to LOS 'A', although the presence of other vehicles becomes noticeable.
- LOS 'C' – The influence of increased traffic density becomes marked. The ability to maneuver within the traffic stream is affected by the presence of other vehicles.
- LOS 'D' – The traffic flow is unstable and the ability to maneuver is severely restricted due to traffic congestion. Travel speed is reduced by the increasing volume.
- LOS 'E' – The road is operating at or near the design capacity of the road. Disruptions in the traffic flow are not readily dissipated and regression to LOS 'F' occurs frequently.
- LOS 'F' – The road is heavily congested with traffic demand exceeding the design capacity of the road.

The adoption of a maximum service volume is based on the lowest allowed LOS for the operation and maintenance of roadway facilities in a region.

Level of Service Designations for County Roadways

The Tallahassee/Leon County Comprehensive Plan (Mobility Element Policy 15.1) establishes the following peak hour minimum levels of service for Tallahassee and Leon County:

Table 1

Functional Classification	Inside USA	Outside USA
Interstate, Intrastate, Limited Access Parkways	C	B
Principal Arterials	D	C
Minor Arterials	D / E*	C
Major and Minor Collectors	D / E*	C
Local Streets	D	D
* For Minor Arterials and Major and Minor Collectors located inside the Urban Service Area and south of U.S. 90, the LOS shall be "D" for purposes of establishing priorities for programming transportation improvements, and "E" for meeting concurrency requirements, to support the Southern Strategy. Roads north of U.S. 90 shall be LOS "D" for both programming improvement and concurrency purposes.		

Capacity Constrained Facilities

In response to the increasing number of facilities that are classified as over-capacity and the limited means to address these capacity constraints, the Tallahassee-Leon County Comprehensive Plan allows some roadway segments classified as capacity constrained. This classification allows for a commensurate mitigation contribution to be utilized for concurrency approval for projects that significantly impact these segments. Capacity constrained segments are segments with any of the following characteristics:

1. The improvement that would otherwise resolve the deficiency is not feasible due to environmental constraints, regulatory constraints, or prohibitively costly right-of-way demands, or;
2. The improvement that would otherwise resolve the deficiency is not desirable in that it is inconsistent with clearly defined community goals or long term plans, or;
3. The improvement that would otherwise resolve the deficiency is not desirable in that it clearly represents an economically inefficient measure that will address a public facility deficiency only on a temporary, limited basis.

In the Leon County Concurrency Management System, the following segments are identified as 'Capacity Constrained' segments and eligible for the commensurate mitigation strategy:

TABLE 2
LEON COUNTY CMS CAPACITY CONSTRAINED ROADWAYS

Roadway Name	Segment	Constraint Characteristic
Meridian Road	Timberlane to Maclay	#1 Environmental
North Monroe	Sessions to Fred George	#2 Community Goals
Old Bainbridge	Fred George to Capital Circle	#1 Environmental

Present Conditions

On the basis of the roadway and traffic criteria described above, and in accordance with the above-referenced standards for LOS (as of December 17, 2014), 184 segments had an adopted LOS of 'C', 243 had an adopted LOS of 'D', and 7 segments had an adopted LOS of 'E.' Of the 464 segments monitored in the Concurrency Management System, thirtyone (31) are operating at or below the adopted LOS in either the peak or non-peak direction. Ten of the thirtyone (31) segments are operating below the adopted LOS, or at overcapacity based on existing traffic flow, i.e., as determined by actual traffic counts. The remaining twenty one (21) segments are operating at or below the adopted LOS due to the reservation of capacity associated with new projects or projects that are vested/exempted from the Comprehensive Plan. Available capacity is defined as the capacity of a road segment taking into consideration the existing traffic counts, the vested trips assigned to the segment and the approved projects that would be using the segment.

Attachment #2 identifies the current condition of every road monitored in the Concurrency Management System. The segments are highlighted according to their volume/capacity ratio (v/c). Segments that are critically deficient (i.e. greater than 110% v/c) are highlighted in red,

segments with a v/c ratio of 100-110% are highlighted in orange, segments that have a v/c ratio of 80-100% are highlighted in yellow, and any segment operating below a v/c ratio of 80% is not highlighted. Projects impacting segments in red are almost always required to pay mitigation. Those projects impacting segments in orange will sometimes have to pay mitigation and those in yellow are seldom required to pay mitigation.

Bannerman Road from Thomasville to Tekesta is currently exceeding the LOS Standard of “D”. Leon County completed the Bannerman Road Corridor Study on December 11, 2012. Subsequently, Bannerman Crossing III and the County entered into a Chapter 163 Development Agreement wherein the property owners provided right of way for a portion of this segment. An interim improvement is to widen the road from the current four lane cross section to 900 feet west of Quail Commons Drive. Concurrency mitigation funds from Leon County (\$370,518) and the City of Tallahassee (\$1,649,782) in Significant Benefit District 1 is being utilized for the widening of this roadway. In addition, the BCC approved the construction of a roundabout on Bannerman Road in a Public-Private Cooperation Agreement on July 8, 2014. The roundabout will address FDOT spacing concerns and reduce delay on the Thomasville and Bannerman Road intersections. The ultimate four laning of Bannerman Road will increase the capacity of that roadway and would allow the segments to meet the LOS Standard in the Comprehensive Plan.

Another project in the Bannerman Road area is a proposed roundabout at Beech Ridge Trail and Kinhega Drive. The roundabout is in accordance with a 2002 settlement agreement. A private developer is assuming the responsibility for road construction and Leon County will complete the road across right of way for Kinhega Drive for construction of the roundabout intersection.

Some portions of Capital Circle exceed the LOS Standard. The widening of various portions of Capital Circle has been funded by Blueprint 2000 and Beyond, which was recently re-authorized by the voters in November and will expire December 31, 2039. The last segment scheduled for widening is from Crawfordville Road to Blountstown Highway, which is in the final stages of a Preliminary Design and Engineering (PD&E) Study. The next phase is design and ultimately, construction (not funded). The widening of this segment of Capital Circle will create roadway capacity that will allow the facility to not exceed the LOS Standard of ‘D’ for many years.

Woodville Highway has significant demand in the PM Peak Hour due to residential uses in Southern Leon County and Wakulla County. The Capital Region Transportation Planning Agency (CRTPA) completed a study of Woodville Highway in 2011. The study identified several alternatives for decreasing congestion in Woodville. Funds from Significant Benefit Zones 2 & 3 are placed into an account for future transportation improvements to Woodville Highway.

Mobility Fees as a Replacement for Transportation Concurrency Mitigation

City Growth Management has stated that action on a proposed mobility fee may occur this year (2015). A mobility fee is a form of transportation impact fee where an applicant pays a greater amount for a use in areas without urban infrastructure. Future action on this item would require participation by both the City and the County Commissions and staff. The Tallahassee-Leon

County Planning Department would be the lead agency on a mobility fee, however as some revisions to the Comprehensive Plan may be necessary.

SOLID WASTE

The State requires local government to establish and maintain LOS for the disposal of solid waste, and as such is designated a concurrency facility. The Concurrency Management System requires solid waste monitoring pursuant to Policy 1.5.1 of the Solid Waste Sub-Element of the Utilities Element of the Tallahassee-Leon County Comprehensive Plan. The LOS for solid waste is measured in pounds per capita, per day. For the year 2014, the solid waste LOS measure was 7.35 pounds per capita, per day.

With the development of the Gum Road Transfer Station, the Leon County Concurrency Management System no longer analyzes the remaining capacity in the Leon County Landfill for new developments approved in the County. Instead, the focus is on how much solid waste is expected to be produced for each new development and how much capacity remains at the facilities outside the County's jurisdiction that are used for its solid waste.

PARKS AND RECREATION

Parks and recreation facilities are not considered required concurrency facilities under state law. Local governments still have the option of maintaining the existing system for determining concurrency for these types of facilities. Leon County adopted LOS Standards for Regional Management Areas, Regional Area Parks, Area Parks, and Neighborhood Parks in 2009. Resource Management Areas and Neighborhood Parks are not part of the Concurrency Management System (CMS).

"Resource Management Area" is a new park category that was created to address the cumulative large acreage in the Apalachicola National Forest, Lake Talquin State Forest, and Edwards Wildlife Area. These areas are a great resource to the citizens of Leon County; however, their function is primarily focused on resource management and the recreational opportunities are limited. Counting these large land holdings as part of the Tallahassee-Leon County Regional Park System would dramatically increase the acres of land per population, but would not be an accurate reflection of a broad range of recreational opportunities.

The Comprehensive Plan contains an LOS standard of 16 acres per 1,000 population for Regional Parks. The Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) recommends 5 acres per 1,000 population for parks designed to serve the recreation needs of an entire city or county.

The Area Park and Neighborhood Park LOS are 2 acres per 1,000 population. Leon County Concurrency Management will monitor new residential development to ensure the LOS for Regional and Area Parks are maintained. The LOS for Neighborhood Parks is only applicable to the City of Tallahassee. Sufficient capacity exists to meet the demands of the population for the next five years and beyond. A list of recreational facilities maintained by the Leon County Division of Parks and Recreation Department is provided as Attachment #3.

STORMWATER

Drainage (stormwater storage) is considered a concurrency facility by the Growth Management Act. The County has adopted a performance-based LOS for stormwater, which is identified in Policy 1.5.2 of the Stormwater Management Sub-Element of the Utilities Element of the Tallahassee—Leon County Comprehensive Plan. In order for new development to comply with the adopted minimum stormwater LOS, the application must demonstrate compliance with the Environmental Management Act standards for stormwater quality and rate control.

The Board of County Commissioners adopted an Ordinance to establish Low Impact standards and incentives (LID) on December 10, 2013. Low impact development is defined as a comprehensive land planning and engineering design approach with a goal of maintaining and enhancing the predevelopment hydrologic conditions of developing watersheds. While traditional stormwater management infrastructure oftentimes includes unsightly pipes, outfalls, concrete channels, and fenced “square boxed” ponds, LID-based development seeks to mimic predevelopment hydrology to protect watercourses, habitat, baseflow, and groundwater recharge. Additionally, it protects water quality by minimizing the pollutant loading to surface waters from developed areas. Furthermore, LID-based stormwater mitigation can reduce the size of the aesthetically unpleasing stormwater management facilities (SWMF) that require fencing and landscaping due to unsafe side slopes. Staff will continue to implement this important initiative, consistent with the Ordinance.

POTABLE WATER

Potable water is a requirement of concurrency on both the State and local level. In general, on-site wells furnish County residents outside the Urban Services Area (USA) with potable water. Within the City/County Water and Sewer agreement, certain County residents located within the USA and within a County-approved franchise area may, however, be required to connect to the City of Tallahassee or a Talquin Electric Cooperative central potable water system.

Policy 1.2.2 of the Potable Water Sub-Element of the Utilities of the Utilities of the Tallahassee-Leon County Comprehensive Plan states that the LOS standard inside the USA is 160 gallons per capita, per day. Policy 1.2.3 of the Potable Water Sub-Element of the Utilities Element of the Tallahassee-Leon County Comprehensive Plan states that the LOS standard outside the USA is 100 gallons per capita, per day.

According to City of Tallahassee (COT) Utilities estimates, sufficient potable water exists for development for the foreseeable future. Currently, the COT Utilities Department serves approximately 83,905 customers with potable water service in the City and County.

Talquin Electric Cooperative has indicated that capacity for new development is contingent upon the proximity of the development to existing water service. The Department of PLACE estimated that 9,322 parcels are served by Talquin Electric for water service.

SANITARY SEWER

Sanitary sewer is a requirement for concurrency at both the State and local level. The majority of the population residing within unincorporated Leon County use on-site systems, i.e. septic tanks, and in a few minor exceptions, package treatment plants, as their method of sewage treatment in the unincorporated area outside the USA. Septic tanks are permitted by the Leon County Public Health Unit of the Florida Department of Health pursuant to the Florida Administrative Code. On-site systems must also comply with the provisions of the Comprehensive Plan. The Florida Department of Environmental Protection permits package treatment plants. With the Water and Sewer Agreement, County residents located within certain portions of the USA may be required to use sanitary sewer, provided that service is available and adequate capacity available.

According to COT Utilities estimates, sufficient sewer service exists for development for the foreseeable future. Currently, the COT Utilities Department serves over 64,000 customers with sewer service in the City and County.

Talquin Electric Cooperative states that although some of the existing wastewater treatment facilities are reaching their design capacity, the current five (5) year improvement plan for these facilities will provide the necessary additional capacity to service existing and future development within its sewer franchise areas. The Department of PLACE estimated that over 4,400 parcels are served by Talquin Electric for sewer service.

The most recent estimate of the number of septic tanks in Leon County is 38,500 (Source: Florida Department of Health). The Leon County Commission voted to opt out of the mandatory inspection program for counties with magnitude 1 springs.

MASS TRANSIT

Star Metro officially launched the Lake Jackson StarLink in its role as a Community Transportation Coordinator (CTC) on February 28, 2014. The goal of the service is to provide adequate transportation for the elderly, the disabled and low-income citizens that lack the ability to meet their medical, educational, employment, and life sustaining needs. This service will be curb-to-curb transportation and requires the customer to schedule the ride at least 2 hours in advance. It operates Monday through Fridays, except for holidays in which StarMetro fixed route does not operate. Services are available during peak times (6:00 a.m. - 9:00 a.m. and 4:00 p.m. – 7:00 pm). The service generates approximately 430 trips per month.

The Lake Jackson StarLink serves the area north of Fred George Road, east of the Leon County line, south of the intersection of North Monroe Street and Capital Circle Northwest, west of Lake Jackson and also outside ¾ mile of the StarMetro fixed route system. The key stops are at the Huntington Oaks Shopping Center and the Oak Valley Shopping Center. The Starlink connects citizens in the northwest portion of Leon County with two of StarMetro's fixed routes (Big Bend and Forest) at the Huntington Oaks Shopping Center. The Lake Jackson StarLink covers an area of approximately 11 square miles with a population of approximately 7,000.

BICYCLE AND PEDESTRIAN FACILITIES

The Capital Region Transportation Planning Agency (CRTPA) adopted the Regional Mobility Plan (RMP) in 2010. The provision of bicycle and pedestrian facilities is an important goal of the RMP. One component of the RMP is the Multi-Modal Transportation District (MMTD). All concurrency mitigation dollars within the MMTD are used to fund bicycle, pedestrian, and transit facilities. The MMTD is located within the City limits. Areas outside of the MMTD have a different split between roadway projects and bicycle, pedestrian, and transit improvements. Concurrency mitigation in these areas is used in the following manner: 80% for roadway improvements and 20% for bicycle, pedestrian, and transit projects.

SCHOOL CONCURRENCY

School concurrency became effective in Leon County in 2008, which was consistent with State law at the time. However, school concurrency is now optional under Florida Statute. Leon County requires an application for school concurrency with new residential projects, and coordinates mitigation on projects that exceed available capacity. Leon County staff has been working with the School Coordinating Committee to determine whether there should be modifications to school concurrency or the elimination of it in its entirety.

SUMMARY

Currently, the Concurrency Management System (CMS) classifies thirtyone (31) road segments as operating at an overcapacity status due to existing traffic counts or the sum of existing counts and committed demand exceeding the adopted capacity. These roadway segments handle the majority of the traffic in the region and are located in many of the areas exhibiting the strongest demand for development.

Leon County is meeting the objectives of the Comprehensive Plan in regards to capacity for parks and recreational facilities. The parks and recreation needs of Leon County should be met for the future based on the LOS.

According to officials from the Springhill Landfill in Jackson County, there is sufficient capacity in the landfill to service Leon County for forty-one (41) years. Local utility providers have also stated their ability to service the residents of Leon County for the foreseeable future.

Star Metro launched service to the North Monroe/Lake Jackson area in February, 2014, which has been a success. As demand continues to increase, one can expect further routes into the unincorporated county based on need.

Roadway Segments Exceeding the LOS Standard in Leon County

Roadway	Segment	Dir	Cap	LOS Std	State Road	Proposed Improvements
Bannerman Road	Thomasville to Tekesta	WB	1140	D	N	Improvements by Bannerman Crossing
Blountstown Highway	Williams Landing to Ben Stoutamire	WB	430	C	Y	No improvements planned, constrained facility
Blountstown Highway	Coe's Landing to William's Landing	WB	430	C	Y	No improvements planned, constrained facility
Blountstown Highway	Geddie Road to Coe's Landing	WB	430	C	Y	No improvements planned, constrained facility
Bradfordville Road	Centerville to Pisgah	NB	430	C	N	No improvements planned
Buck Lake Road	Mahan to Fallschase	EB	1377	E	N	No improvements planned
Buck Lake Road	Fallschase to Mahan	WB	768	E	N	No improvements planned
Capital Circle	I-10 to Fred George	NB	880	D	Y	Blueprint 2000; Widened from Mahan to I-10; Completed in '07
Capital Circle	Fred George to I-10	SB	880	D	Y	No improvements planned
Capital Circle	Fred George to Old Bainbridge	NB	880	D	Y	No improvements planned
Capital Circle	Old Bainbridge to North Monroe	NB	880	D	Y	No improvements planned
Chaires Crossroads	US 27 to Capitola	NB	430	C	N	No improvements planned
Crump Road	Mahan to Miles Johnson	NB	430	C	N	No improvements planned
Monroe Street	Sams/Sessions to Fred George Road	NW	1960	D	Y	No improvements planned
Pensacola Street	Capital Circle to Nina	EB	809	E	Y	No improvements planned
Pensacola Street	Nina to Capital Circle	WB	1079	E	Y	No improvements planned
Springhill Road	Capital Circle to Tom Roberts	SB	430	C	Y	No improvements planned
Tennessee Street West	Gadsden County to Aenon Church	EB	740	D	Y	No improvements planned
Tennessee Street West	Aenon Church to Gadsden	WB	740	D	Y	No improvements planned
Tennessee Street East	I-10 to Apex	EB	1260	D	Y	No improvements planned
Tennessee Street East	Apex to I-10	WB	1260	D	Y	No improvements planned
Thomasville Road	Killearney Way to Foxcroft	NB	2860	C	Y	No improvements planned
Thomasville Road	Foxcroft to Kerry Forest	NB	2860	C	Y	No improvements planned
Wakulla Springs Road	Oak Ridge Road to Wakulla County	SB	430	C	Y	FDOT Proposed Roundabout at Oak Ridge & Wakulla Springs Road
Wakulla Springs Road	US 319 to Oak Ridge Road	SB	640	C	Y	No improvements planned
Woodville Highway	Oak Ridge Road to Natural Bridge Road	SB	780	C	Y	No improvements planned
Woodville Highway	Ross to Capital Circle	SB	880	D	Y	http://www.vhb.com/woodville/

2014

Concurrency Roadway Inventory

	Volume to Capacity
	>110% (25 Roadway Segments)
	100-110% (7 Roadway Segments)
	80-100% (19 Roadway Segments)

Mitigation almost always required.
Mitigation is required most of the time.
Mitigation is seldom required.

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
2013										
10100	Acadian Boulevard	Weems to Sabine	EB	E	1420	1	29	30	1390	2.11%
10101	Acadian Boulevard	Sabine to Weems	WB	E	1420	1	0	1	1419	0.07%
10130	Acadian Boulevard	Sabine to Fallschase	EB	E	1420	1	15	16	1404	1.13%
10131	Acadian Boulevard	Fallschase to Sabine	WB	E	1420	1	3	4	1416	0.28%
11440	Aenon Church Road	Sullivan to Blountstown	NB	D	740	52	2	65	675	8.78%
11441	Aenon Church Road	Blountstown to Sullivan	SB	D	740	72	3	79	661	10.68%
11450	Aenon Church Road	Blountstown to Gum	NB	D	740	198	291	481	259	65.00%
11451	Aenon Church Road	Gum to Blountstown	SB	D	740	298	223	415	325	56.08%
11460	Aenon Church Road	Gum to Tennessee	NB	D	740	71	236	415	325	56.08%
11461	Aenon Church Road	Tennessee to Gum	SB	D	740	387	55	206	534	27.84%
12840	Apalachee Parkway	Conner Ext. to Williams Road	EB	D	1960	1262	245	1574	386	80.29%
12841	Apalachee Parkway	Williams Road to Conner Ext.	WB	D	1960	501	345	807	1153	41.18%
12860	Apalachee Parkway	Williams Road to Chaires	EB	D	2800	1146	136	1171	1629	41.81%
12861	Apalachee Parkway	Chaires to Williams Rd	WB	D	2800	392	74	425	2375	15.17%
12880	Apalachee Parkway	Chaires to Jefferson County	EB	C	2800	415	92	505	2295	18.03%
12881	Apalachee Parkway	Jefferson County to Chaires	WB	C	2800	172	10	173	2627	6.18%
13150	Arendell Way	Mahan to Miccosukee	NB	D	1120	19	81	111	1009	9.94%
13151	Arendell Way	Miccosukee to Mahan	SB	D	1120	10	21	30	1090	2.66%
13460	Balkin Rd	Capital Circle to Ballard	EB	D	740	74	6	57	683	7.70%
13461	Balkin Rd	Ballard to Capital Circle	WB	D	740	75	2	64	676	8.65%
13470	Ballard Rd	Balkin to Rainbow	NB	D	740	36	4	63	677	8.48%
13471	Ballard Rd	Rainbow to Balkin	SB	D	740	104	6	83	657	11.17%
13500	Bannerman Road	Meridian to Preservation	EB	D	1140	336	101	422	718	37.02%
13501	Bannerman Road	Preservation to Meridian	WB	D	1140	207	8	226	914	19.82%
13540	Bannerman Road	Bull Headley to Tekesta Rd	EB	D	1140	319	342	642	498	56.32%
13541	Bannerman Road	Tekesta Rd to Bull Headley	WB	D	1140	566	111	312	828	27.37%
13560	Bannerman Road	Tekesta to Thomasville	EB	D	1140	517	146	680	460	59.64%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
13561	Bannerman Road	Thomasville to Tekesta	WB	D	1140	954	248	1252	-112	109.84%
13562	Bannerman Road	Quail Valley to Thomasville	EB	D	1140	0	65	656		
13563	Bannerman Road	Thomasville to Quail Valley	WB	D	1140	0	77	983		
13650	Barineau Road	Blountstown to Tennessee	NB	D	740	95	186	259	481	35.00%
13651	Barineau Road	Tennessee to Blountstown	SB	D	740	107	69	178	562	24.05%
13820	Baum Rd	Capitola to Wadesboro	NB	C	430	79	49	112	318	26.14%
13821	Baum Rd	Wadesboro to Capitola	SB	C	430	94	28	108	322	25.20%
13840	Baum Rd	Wadesboro to 90 East	NB	C	430	58	21	111	319	25.81%
13841	Baum Rd	90 East to Wadesboro	SB	C	430	42	1	77	353	17.91%
13860	Baum Rd	90 East to Miccosukee	NB	C	430	70	15	63	367	14.58%
13861	Baum Rd	Miccosukee to 90 East	SB	C	430	72	26	60	371	13.84%
13880	Beech Ridge Trail	Bannerman to Kinhega	NB	D	1140	1	2	3	1137	0.26%
13881	Beech Ridge Trail	Kinhega to Bannerman	SB	D	1140	1	3	4	1136	0.35%
14340	Benjamin Chaires Rd	Capitola to Buck Lake	NB	C	430	24	14	41	389	9.53%
14341	Benjamin Chaires Rd	Buck Lake to Capitola	SB	C	430	14	1	27	403	6.28%
15740	Blountstown Highway	Liberty County to Smith Creek	EB	C	430	140	18	152	278	35.35%
15741	Blountstown Highway	Smith Creek to Liberty County	WB	C	430	265	37	253	177	58.78%
15760	Blountstown Highway	Smith Creek to Ben Stoutamire	EB	C	430	130	19	115	315	26.74%
15761	Blountstown Highway	Ben Stoutamire to Smith Creek	WB	C	430	313	41	307	123	71.33%
15780	Blountstown Highway	Ben Stoutamire to William's Landing	EB	C	430	209	8	172	258	40.00%
15781	Blountstown Highway	William's Landing to Ben Stoutamire	WB	C	430	383	73	628	-198	145.93%
15800	Blountstown Highway	William's Landing to Coe's Landing	EB	C	430	145	23	231	199	53.72%
15801	Blountstown Highway	Coe's Landing to William's Landing	WB	C	430	546	82	652	-222	151.63%
15820	Blountstown Highway	Coe's Landing to Geddies Rd	EB	C	1451	340	172	547	904	37.70%
15821	Blountstown Highway	Geddies Rd to Coe's Landing	WB	C	800	972	192	940	-140	117.50%
15840	Blountstown Highway	Geddies Rd to Aenon Church Rd	EB	D	1120	301	202	529	591	47.23%
15841	Blountstown Highway	Aenon Church to Geddies Rd	WB	D	1120	872	200	976	144	87.14%
15860	Blountstown Highway	Aenon Church to Capital Circle	EB	D	1140	434	370	725	415	63.60%
15861	Blountstown Highway	Capital Circle to Aenon Church	WB	D	1140	938	427	1150	-10	100.86%
16000	Bloxham Cutoff	SR 20 to National Forest Rt 367	EB	C	430	48	1	53	377	12.31%
16001	Bloxham Cutoff	National Forest Rt 367 to SR 20	WB	C	430	78	0	77	353	17.91%
16050	Bloxham Cutoff	National Forest Rt 367 to Wakulla C	EB	C	430	55	0	67	363	15.58%
16051	Bloxham Cutoff	Wakulla Co to National Forest Rt 367	WB	C	430	102	0	87	343	20.23%
16830	Bradfordville Road	Thomasville to Velda Dairy	EB	D	720	338	135	560	160	77.73%
16831	Bradfordville Road	Velda Dairy to Thomasville	WB	D	720	301	146	664	56	92.25%
16840	Bradfordville Road	Velda Dairy to Pisgah Church	EB	D	720	243	141	281	439	38.98%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
16841	Bradfordville Road	Pisgah Church to Velda Dairy	WB	D	720	282	162	503	217	69.89%
16850	Bradfordville Road	Centerville to Pisgah	NB	C	430	224	105	471	-41	109.54%
16851	Bradfordville Road	Pisgah to Centerville	SB	C	430	148	14	168	262	38.99%
18900	Buck Lake Road	Mahan to Fallschase	EB	E	820	916	645	1585	-765	193.29%
18901	Buck Lake Road	Fallschase to Mahan	WB	E	820	398	641	1056	-236	128.78%
19000	Buck Lake Road	Fallschase to Davis	EB	E	820	916	363	849	-29	103.55%
19001	Buck Lake Road	Davis to Fallschase	WB	E	820	398	247	519	301	63.31%
19050	Buck Lake Road	Davis to Pedrick	EB	E	820	817	131	712	108	86.84%
19051	Buck Lake Road	Pedrick to Davis	WB	E	820	329	138	597	223	72.82%
19100	Buck Lake Road	Pedrick to Walden	EB	E	820	503	128	508	312	61.97%
19101	Buck Lake Road	Walden to Pedrick	WB	E	820	234	149	376	444	45.86%
19160	Buck Lake Road	Walden to Hill & Dale	EB	E	820	561	94	237	583	28.90%
19161	Buck Lake Road	Hill & Dale to Walden	WB	C	800	272	46	156	645	19.44%
19180	Buck Lake Road	Hill & Dale to Chaires Cross	EB	C	800	160	35	130	670	16.25%
19181	Buck Lake Road	Chaires Cross to Hill & Dale	WB	C	800	103	50	271	530	33.81%
19200	Buck Lake Road	Chaires Cross to Benjamin Chaires	EB	C	800	183	40	231	569	28.88%
19201	Buck Lake Road	Benjamin Chaires to Chaires Cross	WB	C	430	90	17	105	325	24.42%
19220	Buck Lake Road	Benjamin Chaires to Baum	EB	C	430	129	23	169	261	39.30%
19221	Buck Lake Road	Baum to Benjamin Chaires	WB	C	430	63	17	70	360	16.28%
19240	Buck Lake Road	Baum to Capitola	EB	C	430	156	10	160	270	37.21%
19241	Buck Lake Road	Capitola to Baum	WB	C	430	64	1	63	367	14.65%
19280	Bull Headley Rd	Bannerman to Lloyd Cove Rd	NB	D	740	428	54	428	312	57.81%
19281	Bull Headley Rd	Lloyd Cove Rd to Bannerman	SB	D	740	181	4	170	570	22.97%
23800	Capital Circle	Crawfordville to Woodville	EB	D	1960	610	472	1185	775	60.46%
23801	Capital Circle	Woodville to Crawfordville	WB	D	1960	810	514	1786	174	91.12%
23900	Capital Circle	Crawfordville to Southbrook Entrance	NW	D	1960	479	418	1095	865	55.87%
23901	Capital Circle	Southbrook Entrance to Crawfordville	SE	D	1960	794	542	1137	823	58.02%
23950	Capital Circle	Southbrook Entrance to Spring Hill	NW	D	1960	453	272	1089	871	55.56%
23951	Capital Circle	Spring Hill to Southbrook Entrance	SE	D	880	751	286	867	13	98.52%
24350	Capital Circle	Gum to Tennessee	NB	D	2524	646	634	1778	746	70.44%
24351	Capital Circle	Tennessee to Gum	SB	D	2667	722	504	1397	1270	52.38%
24720	Capital Circle	I-10 to Fred George	NB	D	880	1046	947	1934	-1054	219.77%
24721	Capital Circle	Fred George to I-10	SB	D	880	633	553	1071	-191	121.70%
24740	Capital Circle	Fred George to Old Bainbridge	NB	D	880	1075	443	1388	-508	157.73%
24741	Capital Circle	Old Bainbridge to Fred George	SB	D	880	615	159	750	130	85.23%
24760	Capital Circle	Old Bainbridge to North Monroe	NB	D	880	996	576	1603	-723	182.16%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
24761	Capital Circle	North Monroe to Old Bainbridge	SB	D	880	602	118	700	180	79.55%
24840	Capitola Road	Chaires to Benjamin Chaires	EB	C	430	175	83	214	216	49.78%
24841	Capitola Road	Benjamin Chaires to Chaires	WB	C	430	58	5	59	371	13.65%
24850	Capitola Rd	Benjamin Chaires to Cap Tram/Bau	EB	C	430	175	66	231	199	53.73%
24851	Capitola Rd	Cap Tram/Baum to Benjamin Chai	WB	C	430	58	5	53	377	12.26%
24860	Capitola Road	Baum to Jefferson County	EB	C	430	137	54	180	250	41.95%
24861	Capitola Road	Jefferson County to Baum	WB	C	430	56	5	62	368	14.38%
24880	Cap Tram Rd	Apalachee Pkwy to Capitola	NB	C	430	4	55	63	367	14.55%
24881	Cap Tram Rd	Capitola to Apalachee Pkwy	SB	C	430	6	6	18	412	4.19%
26130	Centerville Road	Pimlico to Bradfordville	NB	D	1120	472	44	507	613	45.24%
26131	Centerville Road	Bradfordville to Pimlico	SB	D	1120	97	54	149	971	13.29%
26150	Centerville Road	Bradfordville to Pisgah	NB	C	430	169	2	154	276	35.81%
26151	Centerville Road	Pisgah to Bradfordville	SB	C	430	72	35	123	307	28.60%
26170	Centerville Road	Pisgah to Proctor	NB	C	430	144	12	183	247	42.56%
26171	Centerville Road	Proctor to Pisgah	SB	C	430	71	30	111	319	25.81%
26190	Centerville Road	Proctor to Moccasin Gap	NB	C	430	156	4	167	263	38.84%
26191	Centerville Road	Moccasin Gap to Proctor	SB	C	430	77	0	95	335	22.12%
26210	Centerville Road (Dirt)	Moccasin Gap to County Line N.	NB	C	430	21	2	24	406	5.67%
26211	Centerville Road (Dirt)	County Line N. to Moccasin Gap	SB	C	430	7	0	6	424	1.40%
26240	Chaires Crossroads	U.S. 27 to Capitola	NB	C	430	444	210	601	-171	139.73%
26241	Chaires Crossroads	Capitola to U.S. 27	SB	C	430	267	116	354	76	82.35%
26260	Chaires Crossroads	Capitola to Buck Lake	NB	C	430	192	105	298	132	69.26%
26261	Chaires Crossroads	Buck Lake to Capitola	SB	C	430	245	196	352	78	81.95%
26280	Chaires Crossroads	Buck Lake to Mahan	NB	C	430	177	117	338	92	78.51%
26281	Chaires Crossroads	Mahan to Buck Lake	SB	C	430	229	162	302	128	70.24%
28000	Commonwealth Ext W.	Lowe's/Capital Walk Entrance To C	EB	D	1140	214	0	208	932	18.25%
28001	Commonwealth Ext W.	CCNW to Lowes/Capital Walk Entr	WB	D	1140	185	2	182	958	15.96%
29340	Crawfordville Road	Wakulla Co. to Oak Ridge Rd	NB	C	380	283	13	297	83	78.16%
29341	Crawfordville Road	Oak Ridge Rd to Wakulla Co.	SB	C	1130	1038	29	1108	22	98.09%
29360	Crawfordville Road	Oak Ridge Rd to SR 61	NB	C	805	297	83	566	239	70.31%
29361	Crawfordville Road	SR 61 to Oak Ridge Rd	SB	C	1140	947	85	2003	-863	175.72%
29420	Crawfordville Road	SR 61 to Munson	NB	C	2040	289	0	317	1723	15.54%
29421	Crawfordville Road	Munson to SR 61	SB	C	2040	1140	116	1308	732	64.13%
29460	Crawfordville Road	Munson to Capital Circle	NB	C	2040	465	50	595	1445	29.17%
29461	Crawfordville Road	Capital Circle to Munson	SB	C	2040	1714	26	1315	725	64.48%
29500	Crawfordville Road	Capital Circle to Shelfer	NB	D	1960	493	94	615	1345	31.38%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
29501	Crawfordville Road	Shelfer to Capital Circle	SB	D	1960	1369	65	1563	397	79.75%
29540	Crawfordville Road	Shelfer to Gaile/Ridge	NB	D	1960	528	93	621	1339	31.69%
29541	Crawfordville Road	Gaile/Ridge to Shelfer	SB	D	1960	1374	62	1436	524	73.27%
29560	Cromartie Road	Veterans Memorial to Magnolia Road	WB	C	430	30	4	25	405	5.81%
29561	Cromartie Road	Magnolia Road to Veterans Memorial	EB	C	430	35	9	42	388	9.77%
29580	Crossway Road	Crawfordville to Shelfer	EB	D	1120	30	17	114	1006	10.15%
29581	Crossway Road	Shelfer to Crawfordville	WB	D	1120	82	2	29	1091	2.56%
29600	Crossway Road	Shelfer to Woodville	EB	D	1120	30	16	78	1042	6.96%
29601	Crossway Road	Woodville to Shelfer	WB	D	1120	82	0	41	1079	3.66%
29620	Crowder Road	Monroe to Lake	NE	D	740	298	63	383	357	51.73%
29621	Crowder Road	Lake to Monroe	SW	D	740	309	9	352	388	47.55%
29640	Crump Rd	Mahan to Miles Johnson	NB	C	430	298	157	504	-74	117.22%
29641	Crump Rd	Miles Johnson to Mahan	SB	C	430	251	46	286	144	66.43%
29660	Crump Rd	Miles Johnson to Miccosukee	NB	C	430	192	121	307	123	71.45%
29661	Crump Rd	Miccosukee to Miles Johnson	SB	C	430	160	36	196	234	45.58%
29680	Crump Rd	Miccosukee to Roberts	NB	C	430	205	82	311	119	72.27%
29681	Crump Rd	Roberts to Miccosukee	SB	C	430	132	35	207	223	48.10%
29700	Deerlake Road North	Turkey Run to Golden Eagle West	SB	D	1140	52	19	368	772	32.28%
29701	Deerlake Road North	Golden Eagle West to Turkey Run	NB	D	1140	105	13	493	647	43.26%
29720	Deerlake Road South	Golden Eagle West to Tekesta	EB	D	1140	156	10	160	980	14.06%
29721	Deerlake Road South	Tekesta to Golden Eagle West	WB	D	1140	272	18	272	868	23.85%
29740	Deerlake Road East	Tekesta to Kinhega	EB	D	1140	152	30	171	969	15.01%
29741	Deerlake Road East	Kinhega to Tekesta	WB	D	1140	263	18	294	846	25.78%
29760	Deerlake Road East	Kinhega to Golden Eagle Dr E	NB	D	1140	150	42	285	855	25.03%
29761	Deerlake Road East	Golden Eagle Dr E to Kinhega	SB	D	1140	93	17	114	1026	9.99%
29820	Dempsey Mayo Road	Mahan to Miccosukee	NB	D	572	206	69	222	350	38.81%
29821	Dempsey Mayo Road	Miccosukee to Mahan	SB	D	572	171	123	366	206	63.98%
32250	Edenfield Road	Mahan to Miccosukee	NB	D	1140	45	23	89	1051	7.78%
32251	Edenfield Road	Miccosukee to Mahan	SB	D	1140	77	71	194	946	16.98%
32350	Elgin Road	Wakulla County to Woodville Hwy	NE	C	430	28	0	35	395	8.14%
32351	Elgin Road	Woodville Hwy to Wakulla County	SW	C	430	99	1	83	347	19.30%
32850	County Rd 12 (Fairbanks)	Ochlockonee River to Meridian	EB	C	430	90	0	79	351	18.37%
32851	County Rd 12 (Fairbanks)	Meridian to Ochlockonee River	WB	C	430	138	2	121	309	28.13%
32960	Fallschase Parkway	Acadian Blvd to Mahan Drive	NB	E	1440	1	158	159	1281	11.02%
32961	Fallschase Parkway	Mahan Drive to Acadian Blvd	SB	E	1440	1	480	481	959	33.41%
33550	Forward Pass Trail	Pimlico to Whirlaway	NB	D	740	35	0	32	708	4.32%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
33551	Forward Pass Trail	Whirlaway to Pimlico	SB	D	740	9	0	11	729	1.49%
34750	Fred George	Capital Circle to Mission	EB	D	1120	219	150	408	712	36.43%
34751	Fred George	Mission to Capital Circle	WB	D	1120	296	44	374	746	33.41%
34950	Fuller Rd	Doris to Livingston	EB	D	740	17	0	12	728	1.62%
34951	Fuller Rd	Livingston to Doris	WB	D	740	22	0	24	716	3.24%
37500	Gearhart Rd	Capital Circle to Mission	EB	D	740	149	184	359	381	48.57%
37501	Gearhart Rd	Mission to Capital Circle NW	WB	D	740	218	45	197	543	26.64%
37550	Geddie Road	Blountstown to Tennessee	NB	D	740	194	3	218	522	29.46%
37551	Geddie Road	Tennessee to Blountstown	SB	D	740	413	70	401	339	54.22%
38450	Grenville	Pisgah to Proctor	NB	C	740	31	2	63	677	8.50%
38451	Grenville	Proctor to Pisgah	SB	C	740	23	1	25	715	3.37%
38770	Gum Rd	Aenon Church to Capital Cr.	EB	D	740	31	24	45	695	6.08%
38771	Gum Rd	Capital Cr. to Aenon Church	WB	D	740	85	5	53	687	7.16%
40140	County Rd 12 (Iamonia)	Meridian to Beadle	EB	C	430	26	8	22	408	5.22%
40141	County Rd 12 (Iamonia)	Beadle to Meridian	WB	C	430	32	1	32	398	7.43%
40160	County Rd 12 (Iamonia)	Beadle to Thomasville	EB	C	430	41	8	46	384	10.79%
40161	County Rd 12 (Iamonia)	Thomasville to Beadle	WB	C	430	60	10	63	367	14.76%
40350	Interstate 10	Gadsden County to Capital Circle	EB	B	4320	2063	66	2129	2191	49.28%
40351	Interstate 10	Capital Circle to Gadsden County	WB	B	4320	1265	87	1352	2968	31.30%
41150	Interstate 10	90 East to Jefferson County	EB	B	4320	2033	241	2274	2046	52.63%
41151	Interstate 10	Jefferson County to 90 East	WB	B	4320	1056	20	1076	3244	24.91%
43550	Kinhega Drive	Thomasville to Beech Ridge	NB	D	1140	669	156	823	317	72.19%
43551	Kinhega Drive	Beech Ridge to Thomasville	SB	D	1140	302	76	361	779	31.67%
43580	Kinhega Drive	Beech Ridge to Deerlake	NB	D	1140	648	134	817	323	71.69%
43581	Kinhega Drive	Deerlake to Beech Ridge	SB	D	1140	320	48	378	762	33.16%
44300	Lake Bradford Road (SW	Capital Circle to Orange	NB	D	1140	93	171	233	908	20.39%
44301	Lake Bradford Road (SW	Orange to Capital Circle	SB	D	1140	170	17	107	1033	9.35%
45000	Lake Shore, E	Monroe to Sharer Rd	NW	D	1140	219	5	96	1044	8.46%
45001	Lake Shore, E	Sharer Rd to Monroe	SE	D	1140	84	18	191	949	16.79%
45100	Lake Shore, N	Meridian to Sharer Rd	NE	D	1140	78	7	81	1059	7.08%
45101	Lake Shore, N	Sharer Rd to Meridian	SW	D	1140	109	1	91	1049	8.02%
45850	Livingston Rd	Fuller to Monroe	SB	D	1140	23	0	26	1114	2.28%
45851	Livingston Rd	Monroe to Fuller	NB	D	1140	50	0	44	1096	3.86%
46100	Lonnie Rd	Dempsey Mayo to Miccosukee	NB	D	1140	36	51	87	1053	7.63%
46101	Lonnie Rd	Miccosukee to Dempsey Mayo	SB	D	1140	42	139	199	941	17.41%
46130	Louvinia	Williams Rd to Louvinia Ct	NB	C	1140	68	20	86	1054	7.54%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
46131	Louvinia	Louvinia Ct to Williams Rd	SB	C	1140	51	29	64	1076	5.61%
46150	Louvinia	Louvinia Ct. to Old St Augustine	NB	C	1140	96	20	103	1037	9.04%
46151	Louvinia	Old St. Augustine to Louvinia Ct.	SB	C	1140	200	29	216	924	18.92%
46170	Louvinia	Old St. Augustine to US 27	NB	D	1140	127	21	124	1016	10.88%
46171	Louvinia	US 27 to Old St. Augustine	SB	D	1140	270	36	298	842	26.14%
46600	Maclay Rd	Meridian to Maclay Blvd	EB	D	1120	229	4	360	760	32.14%
46601	Maclay Rd	Maclay Blvd to Meridian	WB	D	1120	376	44	435	685	38.82%
49150	McCracken Road	Miccosukee Road to Baum Road	EB	C	780	9	26	41	739	5.31%
49151	McCracken Road	Baum Road to Miccosukee	WB	C	780	7	3	14	766	1.79%
50500	Meridian Road	Henderson to Timberlane	NB	D	1100	1122	45	992	108	90.18%
50501	Meridian Road	Timberlane to Henderson	SB	D	1100	479	15	467	633	42.45%
50600	Meridian Road	Timberlane to Maclay	NB	D	1100	1012	100	1043	57	94.82%
50601	Meridian Road	Maclay to Timberlane	SB	D	1100	226	29	316	784	28.73%
50800	Meridian Road	Ox Bottom to Bannerman	NB	D	1100	610	52	222	878	20.18%
50801	Meridian Road	Bannerman to Ox Bottom	SB	D	1100	330	41	146	954	13.27%
50830	Meridian Road	Bannerman to Orchard Pond	NB	D	1100	179	32	130	970	11.82%
50831	Meridian Road	Orchard Pond to Bannerman	SB	D	1100	100	131	197	903	17.91%
50860	Meridian Road	Orchard Pond to Georgia	NB	C	1100	93	23	121	979	11.00%
50861	Meridian Road	Georgia to Orchard Pond	SB	C	1100	93	6	89	1011	8.09%
52600	Miccosukee Road	Fleischmann to Dempsey Mayo	EB	D	1140	527	225	860	280	75.44%
52601	Miccosukee Road	Dempsey Mayo to Fleischmann	WB	D	1140	227	164	441	699	38.68%
52700	Miccosukee Road	Dempsey Mayo to Thornton	NE	D	740	463	157	634	106	85.66%
52701	Miccosukee Road	Thornton to Dempsey Mayo	SW	D	740	138	104	249	492	33.58%
52750	Miccosukee Road	Thornton to Miles Johnson	NE	D	740	301	183	457	283	61.75%
52751	Miccosukee Road	Miles Johnson to Thornton	SW	D	740	71	72	147	594	19.80%
52800	Miccosukee Road	Miles Johnson to Crump	NE	D	740	186	125	293	447	39.56%
52801	Miccosukee Road	Crump to Miles Johnson	SW	D	740	57	23	78	662	10.54%
52820	Miccosukee (Cr 347)	Crump to McCracken	NE	C	740	106	42	129	611	17.38%
52821	Miccosukee (Cr 347)	McCracken to Crump	SW	C	740	16	7	58	682	7.84%
52840	Miccosukee (Cr 347)	McCracken to Baum	NE	C	740	68	13	56	684	7.57%
52841	Miccosukee (Cr 347)	Baum to McCracken	SW	C	740	25	4	17	723	2.30%
52860	Miccosukee (Cr 347)	Baum to Moccasin Gap	NE	C	740	35	1	30	710	4.05%
52861	Miccosukee (Cr 347)	Moccasin Gap to Baum	SW	C	740	21	1	42	698	5.68%
52930	Miles Johnson Rd	Miccosukee to Crump	SE	C	430	121	0	115	315	26.74%
52931	Miles Johnson Rd	Crump to Miccosukee	NW	C	430	68	2	67	363	15.58%
52950	Miller Landing Road	Miller Landing to Meridian	EB	C	430	35	0	102	328	23.72%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
52951	Miller Landing Road	Meridian to Miller Landing	WB	C	430	102	0	97	333	22.56%
54450	Moccassin Gap Road	Centerville to Veterans Memorial	EB	C	430	72	6	64	366	14.88%
54451	Moccassin Gap Road	Veterans Memorial to Centerville	WB	C	430	43	1	51	379	11.86%
58000	Monroe Street	Sams/Sessions to Fred George Rd	NW	D	1960	2554	469	2805	-845	143.11%
58001	Monroe Street	Fred George to Sams/Sessions	SW	D	1960	1344	267	1434	526	73.16%
58030	Monroe Street	Fred George to Faulk/Perkins	NW	D	1960	1686	473	1735	225	88.50%
58031	Monroe Street	Faulk/Perkins to Fred George	SW	D	1960	800	375	1000	960	51.02%
58050	Monroe Street	Faulk/Perkins to Capital Circle	NW	D	1960	1360	389	1601	359	81.66%
58051	Monroe Street	Capital Circle to Faulk/Perkins	SW	D	1960	636	416	1024	936	52.24%
58080	Monroe Street	Capital Circle to Gadsden Co.	NW	C	2210	1350	142	1697	513	76.79%
58081	Monroe Street	Gadsden County to Capital Circle	SW	C	2210	607	57	752	1458	34.03%
58730	Natural Bridge Road	Woodville to Register	EB	C	430	58	44	93	337	21.63%
58731	Natural Bridge Road	Register to Woodville	WB	C	430	53	34	113	317	26.28%
58740	Natural Bridge	Register to Old Plank	EB	C	430	40	1	32	398	7.44%
58741	Natural Bridge	Old Plank to Register	WB	C	430	29	0	57	373	13.26%
58750	Natural Bridge (Dirt)**	Old Plank to Jim French	EB	C	430	48	30	78	352	18.07%
58751	Natural Bridge (Dirt)**	Jim French to Old Plank	WB	C	430	34	30	64	366	14.82%
59030	Oak Ridge Road	Crawfordville Hwy to SR 61	EB	C	430	72	6	70	360	16.28%
59031	Oak Ridge Road	SR 61 to Crawfordville Hwy	WB	C	430	106	10	62	368	14.42%
59050	Oak Ridge Road	SR 61 to Woodville Hwy	EB	C	430	241	26	148	282	34.33%
59051	Oak Ridge Road	Woodville Hwy to SR 61	WB	C	430	153	13	264	166	61.40%
59070	Oak Ridge Road	Woodville Hwy to Taff	EB	C	430	80	18	70	360	16.28%
59071	Oak Ridge Road	Taff to Woodville Hwy	WB	C	430	71	5	48	382	11.16%
60100	Old Bainbridge	Stone to Fred George	NW	D	1140	629	200	761	379	66.75%
60101	Old Bainbridge	Fred George to Stone	SE	D	1140	236	201	452	688	39.65%
60200	Old Bainbridge	Fred George to Capital Circle	NW	D	1140	553	68	540	600	47.37%
60201	Old Bainbridge	Capital Circle to Fred George	SE	D	1140	206	66	241	899	21.14%
60230	Old Bainbridge	Monroe to Lake Jackson Landing	NB	C	2210	581	156	663	1547	30.00%
60231	Old Bainbridge	Lake Jackson Landing to Monroe	SB	C	2210	234	14	196	2014	8.87%
60260	Old Bainbridge	Lake Jackson Landing to Gadsden	NB	C	2210	383	154	475	1735	21.49%
60261	Old Bainbridge	Gadsden to Lake Jackson Landing	SB	C	2210	120	18	135	2075	6.11%
60300	Old Magnolia Road (Dirt)	U.S. 90 to Sun Ray	NB	C	430	62	7	67	363	15.58%
60301	Old Magnolia Road (Dirt)	Sun Ray to US 90	SB	C	430	37	7	43	387	10.00%
60320	Old Magnolia Road (Dirt)	Sun Ray to TS Green	NB	C	430	4	38	44	386	10.12%
60321	Old Magnolia Road (Dirt)	TS Green to Sun Ray	SB	C	430	3	84	85	345	19.76%
60330	Old Plank	Wakulla Co. to Natural Bridge Rd	NB	C	430	43	0	53	377	12.33%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
60331	Old Plank	Natural Bridge to Wakulla Co.	SB	C	430	59	0	79	351	18.37%
60340	Old Plank	Natural Bridge to Goodwin Cemetai	NB	C	430	60	0	42	388	9.77%
60341	Old Plank	Goodwin Cemetary to Natural Bridg	SB	C	430	73	0	75	355	17.44%
60800	Old St. Augustine	Southwood to Williams	EB	D	430	225	87	310	120	72.16%
60801	Old St. Augustine	Williams to Southwood	WB	D	430	48	16	110	320	25.57%
60830	Old St. Augustine	Williams to Louvinia	EB	D	430	116	25	171	259	39.73%
60831	Old St. Augustine	Louvinia to Williams	WB	D	430	24	3	37	393	8.59%
60860	Old St. Augustine (Dirt)	Louvinia to WW Kelley	EB	D	430	168	8	179	251	41.63%
60861	Old St. Augustine (Dirt)	WW Kelley to Louvinia	WB	D	430	22	0	22	408	5.12%
62430	Orchard Pond Road (Dirt)	Old Bainbridge to Buck Pond	EB	C	430	21	141	162	268	37.67%
62431	Orchard Pond Road (Dirt)	Buck Pond to Old Bainbridge	WB	C	430	5	10	28	402	6.44%
62460	Orchard Pond Road (Dirt)	Buck Pond to Meridian	EB	C	430	6	142	171	259	39.77%
62461	Orchard Pond Road (Dirt)	Meridian to Buck Pond	WB	C	430	14	9	21	409	4.88%
62500	Ox Bottom Road	Meridian to Kerry Forest Ext.	EB	D	1100	117	13	332	768	30.18%
62501	Ox Bottom Road	Kerry Forest Ext. to Meridian	WB	D	1100	86	1	512	588	46.55%
62600	Ox Bottom Road	Kerry Forest Ext. to Thomasville Rd	EB	D	1100	144	19	240	860	21.82%
62601	Ox Bottom Road	Thomasville Rd to Kerry Forest Ext.	WB	D	1100	345	27	231	869	21.00%
64520	Paul Russell Rd Ext.	Woodville Highway to Powerline	NE	D	1140	1	14	15	1125	1.32%
64521	Paul Russell Rd Ext.	Powerline to Woodville Highway	SW	D	1140	1	132	133	1007	11.67%
65130	Pedrick Rd	Buck Lake to Mahan	NB	D	572	254	118	328	244	57.41%
65131	Pedrick Rd	Mahan to Buck Lake	SB	D	572	326	66	428	144	74.83%
65200	Pensacola	Capital Circle to Nina	EB	E	809	474	603	1177	-368	145.42%
65201	Pensacola	Nina to Capital Circle	WB	E	1079	958	278	1237	-158	114.61%
67050	Perkins	Old Bainbridge to N. Monroe	NE	D	1140	119	93	248	892	21.72%
67051	Perkins	N. Monroe to Old Bainbridge	SW	D	1140	96	5	154	986	13.50%
67180	Pimlico	Clarecastle to Whirlaway	NW	D	1140	35	0	37	1103	3.25%
67181	Pimlico	Whirlaway to Clarecastle	SE	D	1140	18	0	37	1103	3.25%
67200	Pimlico	Clarecastle to Centerville	EB	D	1140	41	4	60	1080	5.26%
67201	Pimlico	Centerville to Clarecastle	WB	D	1140	35	11	101	1039	8.86%
67220	Pisgah Church Road (Dirt)	Bradfordville to Centerville	EB	C	430	30	55	152	278	35.32%
67221	Pisgah Church Road (Dirt)	Centerville to Bradfordville	WB	C	430	13	66	107	323	24.88%
67450	Proctor Road	Roberts to Centerville	NB	C	430	74	47	104	326	24.12%
67451	Proctor Road	Centerville to Roberts	SB	C	430	34	2	47	383	10.92%
68050	Rhoden Cove	Meridian to Lake	WB	D	740	161	1	151	589	20.41%
68051	Rhoden Cove	Lake to Merdian	EB	D	740	84	1	80	660	10.81%
68740	Roberts	Centerville to Crump	EB	C	430	168	12	265	165	61.59%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
68741	Roberts	Crump to Centerville	WB	C	430	120	72	237	193	55.13%
68770	Rococo Road	Veterans Memorial to Old Magnolia	EB	C	430	20	9	18	412	4.12%
68771	Rococo Road	Old Magnolia to Veterans Memorial	WB	C	430	15	5	26	404	5.98%
68800	Ross Road	Crawfordville to Shelfer	EB	D	1140	77	10	111	1029	9.78%
68801	Ross Road	Shelfer to Crawfordville	WB	D	1140	143	2	102	1038	8.92%
68830	Ross Road	Shelfer to Woodville	EB	D	1140	80	9	123	1017	10.79%
68831	Ross Road	Woodville to Shelfer	WB	D	1140	146	8	150	990	13.16%
70350	Shady Oaks	Monroe to Ruth	NB	D	430	94	0	99	331	23.02%
70351	Shady Oaks	Ruth to Monroe	SB	D	430	42	0	52	378	12.09%
71100	Sharer Rd	Locksley to Lake Shore	NB	D	430	159	1	112	318	26.03%
71101	Sharer Rd	Lake Shore to Locksley	SB	D	430	53	0	66	364	15.35%
71150	Shelfer Rd	Capital Circle to Crossway	NB	D	430	68	48	137	293	31.86%
71151	Shelfer Rd	Crossway to Capital Circle	SB	D	430	120	18	124	306	28.84%
71200	Shelfer Rd	Crossway to Ross	NB	D	430	62	0	126	304	29.30%
71201	Shelfer Rd	Ross to Crossway	SB	D	430	109	0	98	332	22.79%
71230	Shelfer Rd	Ross to Crawfordville Hwy	NB	D	430	66	1	95	335	22.09%
71231	Shelfer Rd	Crawfordville Hwy to Ross	SB	D	430	115	7	129	301	29.93%
71450	Silver Lake Rd	South End to Blountstown Hwy	NB	C	430	36	0	52	378	12.09%
71451	Silver Lake Rd	Blountstown Hwy to South End	SB	C	430	71	0	78	352	18.14%
72350	Smith Creek Road	Wakulla County to SR 20	NB	C	430	10	0	16	414	3.72%
72351	Smith Creek Road	SR 20 to Wakulla County	SB	C	430	48	0	47	383	10.93%
72850	Springhill Road	Wakulla County to Tom Roberts	NB	C	430	167	10	61	369	14.19%
72851	Springhill Road	Tom Roberts to Wakulla County	SB	C	430	260	36	360	70	83.80%
72900	Springhill Road	Tom Roberts to Capital Circle	NB	C	430	188	5	165	265	38.37%
72901	Springhill Road	Capital Circle to Tom Roberts	SB	C	430	354	113	566	-136	131.63%
73000	Springhill Road	Capital Circle to Springsax	NB	E	1440	165	143	330	1110	22.92%
73001	Springhill Road	Springsax to Capital Circle	SB	E	1440	402	99	512	928	35.57%
74660	Sunflower/County Line Rd	County Line to Elgin Rd	EB	C	430	22	269	289	141	67.21%
74661	Sunflower/County Line Rd	Elgin Rd to County Line	WB	C	430	55	109	157	273	36.51%
74770	Taff Road	Natural Bridge to Oak Ridge Rd	NB	C	430	19	0	26	404	6.05%
74771	Taff Road	Oak Ridge to Natural Bridge Road	SB	C	430	10	0	6	424	1.40%
74800	Talpeco Rd	Old Bainbridge to Monroe	EB	D	740	144	15	156	584	21.09%
74801	Talpeco Rd	Monroe to Old Bainbridge	WB	D	740	145	33	207	533	27.97%
74820	Talpeco Rd	Monroe to Doris	EB	D	740	55	1	71	669	9.59%
74821	Talpeco Rd	Doris to Monroe	WB	D	740	32	3	47	693	6.35%
74850	Tekesta	Bannerman to Deerlake South	NB	D	1140	481	79	562	578	49.30%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
74851	Tekesta	Deerlake South to Bannerman	SB	D	1140	299	11	294	846	25.82%
74870	Tennessee Street West	Gadsden Co to Aenon Church	EB	D	740	597	174	778	-38	105.14%
74871	Tennessee Street West	Aenon Church to Gadsden	WB	D	740	1251	220	1236	-496	167.02%
74900	Tennessee Street West	Aenon Church to Capital Circle	EB	D	1960	578	370	1101	859	56.16%
74901	Tennessee Street West	Capital Circle to Aenon Church	WB	D	1960	1591	206	1490	470	76.02%
77980	Tennessee Street East	Dempsey Mayo to Charlais	EB	D	1960	1152	498	1386	574	70.71%
77981	Tennessee Street East	Charlais to Dempsey Mayo	WB	D	1960	534	328	945	1015	48.21%
78010	Tennessee Street East	Charlais to Pedrick	EB	D	1960	1000	423	1444	516	73.67%
78011	Tennessee Street East	Pedrick to Charlais	WB	D	1960	446	242	791	1169	40.36%
78040	Tennessee Street East	Pedrick to Vineland	EB	D	1960	1216	499	1536	424	78.36%
78041	Tennessee Street East	Vineland to Pedrick	WB	D	1960	475	550	1160	800	59.18%
78070	Tennessee Street East	Vineland to I-10	EB	D	1960	1110	322	1292	668	65.94%
78071	Tennessee Street East	I-10 to Vineland	WB	D	1960	710	575	1091	869	55.65%
78080	Tennessee Street East (US 90)		EB	D	1960	N/A	165	1137	823	58.01%
78081	Tennessee Street East (US 90)		WB	D	1960	N/A	417	1138	822	58.06%
78100	Tennessee Street East	I-10 to Apex	EB	D	1260	940	476	1430	-170	113.49%
78101	Tennessee Street East	Apex to I-10	WB	D	1260	505	673	1368	-108	108.57%
78130	Tennessee Street East	Apex to Chaires Crossroads	EB	D	1260	961	348	861	399	68.33%
78131	Tennessee Street East	Chaires Crossroads to Apex	WB	D	1260	542	71	338	922	26.83%
78160	Tennessee Street East	Chaires Crossroad to Baum	EB	C	560	535	105	621	-61	110.89%
78161	Tennessee Street East	Baum to Chaires Crossroads	WB	C	560	255	62	273	287	48.75%
78190	Tennessee Street East	Baum to Magnolia Road	EB	C	560	381	85	460	100	82.14%
78191	Tennessee Street East	Magnolia Road to Baum	WB	C	560	209	23	143	417	25.54%
78220	Tennessee Street East	Magnolia Rd to Jefferson County	EB	C	560	240	61	266	294	47.48%
78221	Tennessee Street East	Jefferson County to Magnolia Rd	WB	C	560	1290	8	103	457	18.39%
81100	Thomasville Road	Killearny Way to Foxcroft	NB	C	2860	3181	403	3522	-662	123.15%
81101	Thomasville Road	Foxcroft to Killearny Way	SB	C	2860	1716	154	1836	1024	64.20%
81200	Thomasville Road	Foxcroft to Kerry Forest	NB	C	2860	2525	418	2893	-33	101.15%
81201	Thomasville Road	Kerry Forest to Foxcroft	SB	C	2860	1187	171	1335	1525	46.68%
81300	Thomasville Road	Kerry Forest to Brad/Bann	NB	C	2860	2294	414	2767	93	96.75%
81301	Thomasville Road	Brad/Bann to Kerry Forest	SB	C	2860	1172	246	1683	1177	58.85%
81330	Thomasville Road	Bannerman to Kinhega	NB	C	1890	1365	207	1612	278	85.29%
81331	Thomasville Road	Kinhega to Bannerman	SB	C	1890	780	72	1023	867	54.13%
81360	Thomasville Road	Kinhega to Iamonia	NB	C	2210	575	43	637	1573	28.82%
81361	Thomasville Road	Iamonia to Kinhega	SB	C	2210	426	26	396	1814	17.92%
81390	Thomasville Road	Iamonia to Georgia St Line	NB	B	1560	574	30	578	982	37.04%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
81391	Thomasville Road	Georgia St Line to Iamonia	SB	B	860	408	3	437	423	50.81%
81470	Thornton Road	Mahan to Miccosukee	NB	D	1140	74	22	86	1054	7.54%
81471	Thornton Road	Miccosukee to Mahan	SB	D	1140	86	33	124	1016	10.87%
81500	Timberlane Rd	W. End to Meridian	EB	D	1140	30	7	53	1087	4.68%
81501	Timberlane Rd	Meridian to W. End	WB	D	1140	75	0	60	1080	5.26%
81530	Timberlane Road	Meridian to Trillium Ct	EB	D	1140	379	12	465	675	40.79%
81531	Timberlane Road	Trillium Ct to Meridian	WB	D	1140	450	43	432	708	37.89%
81550	Timberlane Road	Trillium Ct to Market	EB	D	1140	406	14	532	608	46.67%
81551	Timberlane Road	Market to Trillium Ct	WB	D	1140	542	41	502	638	44.04%
81850	Tower Rd	Bombadil to Capital Circle	EB	D	740	131	190	312	428	42.16%
81851	Tower Rd	Capital Circle to Bombadil	WB	D	740	201	222	430	310	58.09%
82100	Tram Road	Capital Circle SE to Four Oaks Blvc	EB	E	1440	384	153	349	1091	24.21%
82101	Tram Road	Four Oaks Blvd to Capital Circle St	WB	E	1440	37	111	455	985	31.60%
82130	Tram Road	Four Oaks to St. Joe	EB	D	1100	218	330	572	528	51.96%
82131	Tram Road	St. Joe to Four Oaks	WB	D	1100	77	0	164	936	14.91%
82160	Tram Road	St. Joe to WW Kelly	EB	C	430	109	213	374	56	86.92%
82161	Tram Road	WW Kelly to St. Joe	WB	C	430	96	26	76	354	17.67%
82190	Tram Road	WW Kelley to Jefferson County	EB	C	430	87	1	97	333	22.56%
82191	Tram Road	Jefferson County to WW Kelley	WB	C	430	41	0	36	394	8.37%
82550	T.S. Green Road	CR 59 to Jefferson County	EB	C	430	19	0	20	410	4.65%
82551	T.S. Green Road	Jefferson County to CR 59	WB	C	430	9	0	8	422	1.86%
82900	Velda Dairy	Kerry Forest to Bradfordville	NB	D	1120	237	23	296	824	26.43%
82901	Velda Dairy	Bradfordville to Kerry Forest	SB	D	1120	151	54	217	903	19.36%
82930	Veterans Memorial	U.S. 90 to Rococo	NB	C	430	122	25	142	288	33.02%
82931	Veterans Memorial	Rococo to U.S. 90	SB	C	430	64	15	77	353	17.91%
82960	Veterans Memorial	Rococo to Moccasin Gap	NB	C	430	88	7	93	337	21.60%
82961	Veterans Memorial	Moccasin Gap to Rococo	SB	C	430	58	1	58	372	13.51%
82990	Veterans Memorial	Moccasin Gap to Georgia	NB	C	430	48	1	48	382	11.16%
82991	Veterans Memorial	Georgia to Moccasin Gap	SB	C	430	46	0	45	385	10.47%
83550	Village Way	Top Way to Capital Circle NW	EB	D	740	74	1	99	641	13.38%
83551	Village Way	Capital Circle NW to Top Way	WB	D	740	280	21	262	478	35.41%
84380	W.W. Kelley Road	Tram to Rose	NB	C	430	105	133	198	232	46.06%
84381	W.W. Kelley Road	Rose to Tram	SB	C	430	63	85	171	259	39.77%
84410	W.W. Kelley Road	Rose to US 27	NB	C	430	156	175	287	143	66.75%
84411	W.W. Kelley Road	U.S. 27 to Rose	SB	C	430	107	46	186	244	43.26%
84440	Wadesboro	Mahan to Baum Rd	EB	C	430	36	31	69	361	15.93%

Seg#	Road	Segment	Dir	LOS STD	Capacity	Volume	Total Com- mitted Demand	Total Demand	Available Capacity	V/C Ratio
84441	Wadesboro	Baum Rd to Mahan	WB	C	430	114	13	97	333	22.53%
84530	Wakulla Springs Road	Wakulla County to Oak Ridge Rd	NB	C	430	87	116	188	242	43.72%
84531	Wakulla Springs Road	Oak Ridge Rd to Wakulla County	SB	C	430	379	365	829	-399	192.72%
84560	Wakulla Springs Road	Oak Ridge Rd to US 319	NB	C	1382	176	123	242	1140	17.52%
84561	Wakulla Springs Road	US 319 to Oak Ridge Rd	SB	C	640	534	537	1182	-542	184.70%
85040	Whirlaway Dr	Shannon Lake North to Pimlico	NE	D	1120	264	15	312	808	27.86%
85041	Whirlaway Dr	Pimlico to Shannon Lake North	SW	D	1120	148	3	182	938	16.23%
85070	Whirlaway Dr	Pimlico to Forward Pass	EB	D	1120	61	8	76	1044	6.74%
85071	Whirlaway Dr	Forward Pass to Pimlico	WB	D	1120	28	1	49	1071	4.37%
85290	Williams Road	St. Joe to WW Kelley	EB	C	430	62	32	85	345	19.77%
85291	Williams Road	WW Kelley to St Joe	WB	C	430	33	8	50	380	11.54%
85320	Williams Road	St. Joe to Old St. Augustine	NB	C	430	25	42	80	350	18.52%
85321	Williams Road	Old St. Augustine to St. Joe	SB	C	430	97	60	148	282	34.42%
85350	Williams Road	Old St. Augustine to US 27	NB	D	430	94	68	130	300	30.27%
85351	Williams Road	US 27 to Old St. Augustine	SB	D	430	59	53	140	290	32.56%
85430	Woodhill	Fred George to Carnwath	NE	D	430	97	0	96	334	22.33%
85431	Woodhill	Carnwath to Fred George	SW	D	430	50	4	51	379	11.86%
85470	Woodville Highway	Wakulla Co. to Natural Bridge Rd	NB	C	780	207	24	277	503	35.51%
85471	Woodville Highway	Natural Bridge Road to Wakulla Co	SB	C	780	482	63	603	177	77.36%
85500	Woodville Highway	Natural Bridge Rd to Oak Ridge	NB	C	780	360	97	383	397	49.10%
85501	Woodville Highway	Oak Ridge to Natural Bridge Road	SB	C	780	665	426.4	1540	-760	197.49%
85530	Woodville Highway	Oak Ridge to Paul Russell Ext	NB	C	780	308	28	339	441	43.46%
85531	Woodville Highway	Paul Russell Ext to Oak Ridge	SB	C	780	1019	438	1202	-422	154.15%
85600	Woodville Highway	Capital Circle to Ross	NB	D	880	344	12	350	530	39.77%
85601	Woodville Highway	Ross to Capital Circle	SB	D	880	847	30	1153	-273	131.06%

Regional Parks

<u>Park Name</u>	<u>Manager</u>	<u>Acres</u>	<u>LOS Park Type</u>
Apalachee Regional Park	County	157.55	Regional Park
Ben Stoutamire Landing	County	3.51	Regional Park
Blount Landing	County	0.61	Regional Park
Bull Headley Landing	County	0.59	Regional Park
Cedar Hill Landing	County	1.44	Regional Park
Coe Landing	County	5.86	Regional Park
Crowder Landing	County	0.60	Regional Park
Cypress Landing	County	9.62	Regional Park
Elk Horn Landing	County	0.25	Regional Park
Faulk Drive Landing	County	4.67	Regional Park
Fuller Road Landing	County	0.54	Regional Park
Gardner Landing	County	0.31	Regional Park
Goose Creek	County	45.26	Regional Park
Hall Landing	County	0.64	Regional Park
J. R. Alford Greenway	County	874.24	Regional Park
Lake Henrietta Park	County	127.12	Regional Park
Lake Munson Landing	County	0.44	Regional Park
Gil Waters Preserve Park	County	67.34	Regional Park
Martha Wellman Park	County	23.78	Regional Park
Meginnis Arm Landing	County	0.66	Regional Park
Miccosukee Canopy Road Greenway	County	499.40	Regional Park
Miller Landing	County	0.99	Regional Park
Observation Point	County	12.30	Regional Park
Ochlockonee Landing	County	1.54	Regional Park
Reeves Landing	County	0.45	Regional Park
Rhoden Cove Landing	County	2.91	Regional Park
Road to the Lakes Landing	County	6.06	Regional Park
Sunset Landing	County	1.45	Regional Park
US 27 North Landing	County	16.27	Regional Park
Van Brunt Landing	County	0.09	Regional Park
Vause Landing	County	0.90	Regional Park
Wainwright Landing	County	0.88	Regional Park
Williams Landing	County	7.70	Regional Park
Alfred B. Maclay Gardens State Park	State	1210.29	Regional Park
Lake Jackson Mounds Archaeological State Park	State	201.29	Regional Park
Mission San Luis de Apalachee	State	57.62	Regional Park
Natural Bridge Battlefield Historic State Park	State	7.66	Regional Park
TOTAL			5330.66
Leon County Population (2014)			278,377
Total Acres per 1,000 Population			19.31
County Acres per 1,000 County Population			1.18
State Acres per 1,000 Countywide Population			49.69

Source: Department of PLACE and Parks and Recreation

**Leon County
Board of County Commissioners**


Notes for Agenda Item #23

Leon County Board of County Commissioners

Cover Sheet for Agenda #23

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Convert an OPS Records Technician Position to Full-Time Career Service at the Development Support and Environmental Management Department

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy, County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	David McDevitt, Director, Development Support & Environmental Management Department Pam Scott, Sr. Administrative Associate II/DSEM

Fiscal Impact:

This item has a fiscal impact. The proposed conversion of an OPS Records Technician position would be fully funded by the Building Plans and Review Inspection revenues and any fiscal impact is anticipated to be minimal. Due to the full time nature of the approved OPS position, employee benefits were required and budgeted in FY15. The funds required to support the proposed position conversion are available due to the lapse of salary and benefits for this currently vacant OPS position.

Staff Recommendation:

Option #1: Approve the proposed conversion of an OPS Records Technician position to full-time career service at the Development Support and Environmental Management Department.

Report and Discussion

Background:

Due to the downturn in the land development and building construction related industries over the past several years, staffing levels at the Department of Development Support and Environmental Management (DSEM) have been significantly reduced. Throughout the implementation of this staff downsizing, it was noted that when development and construction related activities increased, along with an increase in the collection of associated application review fees, staffing enhancements would be proposed to ensure the maintenance of the level of customer service anticipated by the public that utilize the various services provided by DSEM. Therefore, after a relatively consistent and steady increase in permitting activity and associated review fees, the Board approved the re-establishment of an OPS Records Technician position at DSEM in March of 2014. The primary responsibility of the position is to assist with the implementation of electronic submittals utilizing Project Dox, the conversion of historical paper records to digital images available via the internet to the public, and other activities associated with the enhancement of DSEM's online presence as recommended by participants during the department's LEADS Listening Sessions.

Analysis:

The Department's Building Plans Review and Inspection Division is an enterprise operation funded through the collection of building permit application review and associated inspection fees. The Division's operating budget during the economic downturn was maintained as an enterprise account through the elimination of positions and the utilization of the Division's unappropriated fund balance that had been accumulated prior to the downturn.

Within the past year, the workload for the department has returned to historical levels. Also during this time, the department expanded the ProjectDox electronic submittal process to include all types of building plans and permit applications with the exception on non-residential projects. It is anticipated electric submittal will be available for non-residential building plans by the second quarter of FY15. The department's electronic building plans and permit application submittal initiative was a recommendation of the participants in the department's LEADS Listening Sessions.

To fully recognize this customer service enhancement afforded through the electronic application submittal process, the Records Manager, as a service to the customer, coordinates the scanning of all oversized paper building plans submitted for review. It is anticipated the demand for this service will be required until applicants become familiar with the electronic submittal process. Furthermore, with the planned full implementation of electronic submittals to include all types of building plans and permit applications, the demand for document scanning is anticipated to substantially increase. In addition to day-to-day records management responsibilities and document scanning associated with ProjectDox implementation, the Records Manager coordinates and maintains the uploading of electronically submitted files to AppXtender, the County's cloud-based records retrieval database.

In the long term, the full implementation of ProjectDox is anticipated to result in cost savings to the County. Electronically submitted plans will not require folders and associated labels, which in turn will reduce the staff demand associated with prepping folders to be scanned for uploading to AppXtender. The reduction in project folders will also reduce the need for off-site storage, which will result in a long-term cost savings to the County. In addition, electronically submitted files will expedite the public records request process by allowing the Records Manager to download the requested materials/files and either email, or if too large, save to the County's cloud-based records retrieval database for customer access. This will result in a long-term cost savings to the County.

Therefore, due to the increase in workload as a result of an upturn in development and construction industries, and the desire to fully implement ProjectDox for all types of building plans and permits applications, the current OPS Records Technician position needs to be converted to permanent full time career service status. If approved, the position would be funded entirely by the Building Plans Review and Inspection Division's special revenue account and would not impact the County's general revenue funds.

Options:

1. Approve the proposed conversion of an OPS Records Technician position to full-time career service at the Development Support and Environmental Management Department.
2. Do not approve the proposed conversion of an OPS Records Technician position to full-time career service at the Development Support and Environmental Management Department.
3. Board direction.

Recommendation:

Option #1.

VSL/DM/ps

**Leon County
Board of County Commissioners**


Notes for Agenda Item #24

Leon County Board of County Commissioners

Cover Sheet for Agenda #24

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Report on the December 5, 2014 E-Month Closeout and Stakeholders Forum to Exchange Ideas to Improve and Promote the Entrepreneur Ecosystem

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of Office of Economic Vitality
Lead Staff/ Project Team:	Joshua Pascua, Management Analyst

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the on the December 5, 2014 E-Month Closeout and Stakeholders Forum to exchange ideas to improve and promote the entrepreneur ecosystem.

Report and Discussion

Background:

This item provides a status report to the Board on the E-Month Closeout and Stakeholders Forum, per the Board's direction at its September 2, 2014 meeting to host a stakeholder's forum to discuss entrepreneurial issues.

On September 13, 2011, the Board conducted a workshop examining the County's programs, initiatives, and collaboration with its economic development partners in an effort to continually build upon the strength of the community and enhance the County's ability to stimulate long-term, sustainable economic growth.

At the January 24, 2012 meeting, the Board directed staff to coordinate with Commissioner Dozier to organize the November 16, 2012 stakeholders' forum, which brought together investors, inventors, entrepreneurs, economic development professionals, and university officials, with the goal to serve as an entrepreneurial catalyst for the County.

The County hosted a follow-up stakeholder forum, hosted by Commissioner Dozier, on August 26, 2013 with a slight shift in focus from "Commercialization and Technology Transfer" to Entrepreneurial Resources, based on the feedback received at the first forum.

On December 5, 2014, the County hosted another follow-up stakeholder forum, led by Commissioner Dozier, to review the progress of the community's entrepreneurial ecosystem and discuss next steps for its continued growth. Achievements since the 2012 stakeholder forum include:

- Creation of the Alliance of Entrepreneur Resource Organizations (AREO) and www.BigBendBiz.com entrepreneur resource website.
- Opening of Domi Station business incubator.
- Efforts at Innovation Park to create wet lab space and the transfer of land to Florida State University and Florida A&M University for research facilities;
- Passage of the penny sales tax extension that will provide approximately \$4.5 million for economic development annually; and
- Funding from the Knight Foundation to support the Economic Development Council's Entrepreneurial Excellence Program (EEP) and for Domi to develop new resources and outreach activities to support the entrepreneurial ecosystem.

The status report on the E-Month Closeout and Stakeholders Forum is essential to the following FY2012-2016 Strategic Initiatives that the Board approved at the January 21, 2014 meeting:

- Implement Leon County 2012 Job Creation Plan (2012)
- Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors (2012)
- Implement strategies to support Innovation Park and promote commercialization and technology transfer, including being a catalyst for stakeholder's forum (2012)

These particular Strategic Initiatives align with the Board's Strategic Priority – Economy:

- Support business expansion and job creation (EC2 – 2012).
- Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including the Leon County Research and Development Authority and Innovation Park (EC3 – 2012).

Analysis:

The 2014 E-Month Closeout and Stakeholders Forum served as the wrap-up event to the 2014 Entrepreneur Month, a community initiative born out of the 2012 stakeholders' forum. Those in attendance included entrepreneurs, small business owners, small business advocates and mentors, as well as representatives from The Florida State University, Florida A&M University, Tallahassee Community College, the Jim Moran Institute, the Economic Development Council (EDC), and the Greater Tallahassee Chamber of Commerce.

The Assistant County Administrator led the participants through a reflection on how the local entrepreneur ecosystem has changed since 2012. The participants then heard from a panel of entrepreneur stakeholders who were not active in the entrepreneurial ecosystem in 2012 and offered a fresh perspective on the community. The panel included Mr. Kyle Touchstone (EDC Executive Vice President), Mr. Micah Widen (Co-Founder and CEO of Domi Ventures), and Mr. Maximo Mendoza (entrepreneur, student, and EEP graduate). The panel discussed their initial perceptions of the entrepreneurial ecosystem, as well as its strengths, weaknesses, and future direction. The panel agreed that the collaboration of the community was a strength and that it was important that the community continue to not work in silos. They also identified a need to better market Tallahassee as a place for entrepreneurs outside the local community.

Participants also highlighted the successes of Entrepreneur Month 2014 and made suggestions for improvement for Entrepreneur Month 2015. Some of the suggestions included creating an interactive event calendar and providing event coordinator contact information to participants. Several participants stressed the need for Entrepreneur Month to focus on 'quality' events rather than the quantity of events. For example, it might be a better use of resources for community partners to collaborate on larger E-month specific events, rather than promoting a monthly meeting on the Entrepreneur Month calendar. Additionally, participants suggested marketing Entrepreneur Month not only to entrepreneurs, but also investors, potential mentors, and the community at large. Staff will coordinate with the Economic Development Council (EDC) to review the forum's suggestions on possible changes to make Entrepreneur Month 2015 a success.

The forum concluded with an open discussion on next steps to continue to improve the local entrepreneur ecosystem. Key feedback themes included:

- Continue community collaboration and partnerships.
- Improve communication efforts on the Tallahassee entrepreneur ecosystem and identify new ways to tell success stories
- Provide more resource access for entrepreneurs, including investment capital.
- Continue to develop more networking and business connections opportunities for entrepreneurs.
- Include resources for skilled-trade industry entrepreneurs. *(This recommendation synergizes with the LeonWorks strategic initiative discussed at the Board's annual retreat on December 9, 2014; staff will bring more information on this initiative to the Board in the near future).*

Staff will continue to update the Board on the progress being made related to the County's efforts in serving as a catalyst in supporting and growing the local entrepreneur community.

Options:

1. Accept the status report on the December 5, 2014 E-Month Closeout and Stakeholders Forum to exchange ideas to improve and promote the entrepreneur ecosystem.
2. Do not accept the status report on the December 5, 2014 E-Month Closeout and Stakeholders Forum to exchange ideas to improve and promote the entrepreneur ecosystem.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. December 5, 2014 E-Month Closeout and Stakeholders Forum Minutes

E-Month Closeout and Stakeholder Forum



December 5, 2014, 2:00 P.M. – 4:00 P.M.
Leon County Training and Community Center
918 Railroad Avenue (Amtrak Station)

Welcome and Introductions

Commissioner Kristin Dozier briefly reviewed the Forum's outline and then asked everyone in the room to introduce themselves (Attachment #1).

Review Successes from 2014 Entrepreneur Month

Commissioner Dozier noted that Entrepreneur Month (E-Month) 2014 had grown to almost 30 events, representing increased collaboration and support for the growing entrepreneur community. The Commissioner thanked First Commerce for coordinating the Power Forward Series and the noted the successes of the Florida State University (FSU) Sneak Peek and Florida A&M University (FAMU) I-Show entrepreneur showcase events. Commissioner Dozier also highlighted the Startupland Entrepreneur Documentary Series co-hosted by Domi and Leon County.

Commissioner Dozier then opened the floor for suggestions on how to improve E-Month for 2015. Below is a summary of the Forum's feedback:

- Add links to additional information on the digital E-Month calendar. These links could then be posted to social media throughout the month to let people know which events are coming up.
- Create E-Month event coordinator contact list and ensure continued communication between coordinators. Including a photo of the event organizer would help attendees identify whom to follow up with at the event.
- Hold an event featuring various industries entrepreneurs could explore. This event would include entrepreneur opportunities for those without a college degree, such as starting a plumbing company.
- Create a recognition component for local entrepreneurs.
- Hold a "maker fair".
- Expand the mentor network to include local small business owners so entrepreneurs can better connect with those who have already created a business.
- Market E-Month through experience tracks for different stakeholder groups (i.e. events that would appeal to an entrepreneur vs. investor).
- Reach out to FSU Film School/ Digital Domain about opportunities to grow new film industry.
- Expand E-Month type activities to be held throughout the year.
- Showcase entrepreneur resources like www.BigBendBiz.com and www.TallahasseeBusinessResources.com.
- Create a scavenger hunt activity that will encourage participants to visit and learn about local companies.

Review Progress of Entrepreneurial Ecosystem since the Initial Stakeholder Forum in 2012

Commissioner Dozier noted that less than half of the participants were involved in the Initial Stakeholder Forum in 2012, suggesting that the entrepreneur ecosystem stakeholder group has grown. She then turned to Mr. Ken Morris, Assistant County Administrator, to review successes since the 2012 Forum.

Mr. Morris reminded the Forum that a community-wide E-Month was a product of the 2012 Forum, particularly noting First Commerce's creation of the Power Forward Series as a signature E-Month event and example of public and private collaboration. He also highlighted FSU's Sneak Peek, an entrepreneur showcase, moving from Innovation Park to the Downtown area to make it more accessible to the community. FAMU has started its own entrepreneur showcase and Mr. Larry Lynch, FSU Office of Research, announced that there might be a joint-FSU/ FAMU/ Tallahassee Community College entrepreneur showcase for E-Month 2015.

Mr. Morris noted the creation of the Alliance of Entrepreneur Resource Organizations and www.BigBendBiz.com as a result of the 2012 Forum. Another success of the 2012 Forum was the creation of the Domi Station business incubator. Mr. Morris stated that Domi station opened in May 2014, 18 months after the November 2012 Forum, and provides critical pieces that were missing in the entrepreneur ecosystem.

Mr. Morris also commented that the changes since 2012 were apparent from the redevelopment along Gaines Street. He noted that the 2012 Forum participants toured the warehouse that would become Domi Station and saw renderings of the development plans along Gaines Street; those ideas have been realized just a few short years later. Mr. Morris credited the commitment of the 2012 Forum participants with helping the community transition to having a focus on the entrepreneur ecosystem. He tied this commitment to the success of other community initiatives supporting entrepreneurship, such as:

- the efforts at Innovation Park to provide more land for university research and create wet lab space;
- passage of the penny sales tax extension that will provide approximately \$4.5 million for economic development annually; and
- funding from the Knight Foundation to support the Economic Development Council's (EDC) Entrepreneurial Excellence Program (EEP) and for Domi to develop new resources and outreach activities to support the entrepreneurial ecosystem.

Fresh Perspectives: Facilitated Panel Discussion on the Local Entrepreneurial Ecosystem

Mrs. Cristina Paredes, Leon County Director of Economic Vitality, introduced and facilitated a panel of entrepreneur stakeholders who were not active in the entrepreneurial ecosystem in 2012. The panel included Mr. Kyle Touchstone (EDC Executive Vice President), Mr. Micah Widen (Co-Founder and CEO of Domi Ventures), and Mr. Maximo Mendoza (entrepreneur, student, and EEP graduate). The panel discussed their initial perceptions of the entrepreneurial ecosystem, as well as its strengths, weaknesses, and future direction. The panel agreed that the collaboration of the community was a strength and that it was important that the community continue to not work in silos. They also identified a need to better market Tallahassee as a place for entrepreneurs outside the local community.

Open Forum: Sharing of Ideas to Further the Development of Our Entrepreneurial Ecosystem

Mrs. Paredes facilitated an open discussion on next steps to improve the community's entrepreneurial ecosystem. When asked what local government's role should be in the entrepreneurial ecosystem, the Forum participants suggested that it might be to help entrepreneurs secure investment capital through a micro-loan program or by providing bank loan guarantees. The participants agreed that a key role of local government was to continue facilitating similar collaborative discussions that help break down silos in the community. Others suggested that government's role might be to act as a one-stop shop to help entrepreneurs identify resources. Participants were also supportive of placemaking, noting that the Gaines Street placemaking improvements impact the area's culture and ability to cultivate human capital and retain talent.

One of the key issues that the Forum participants discussed was how to help entrepreneurs secure resources, such as creating a program for entrepreneurs to purchase local professional services. There was also significant discussion about helping entrepreneurs secure investment capital. Most participants agreed that a structure was needed that would make it easy for investors to see and invest in start-ups and create management teams, especially a structure that would make it easy for the local community to invest in local companies. Adding an investor pitch component to FSU Sneak Peek into and facilitating crowd-sourcing was discussed as a way to leverage local investment capital.

Another issue brought up multiple times was the need to broaden the focus to include entrepreneurs without/not seeking a college degree. Participants suggested partnering with Lively Technical Center and Tallahassee Community College to support entrepreneur growth in skilled-trade industries. Another suggestion was creating an entrepreneurship program in the prison system to help released inmates start their own business.

The need for improved networking and business connections was also identified. It was suggested that the community could improve networking through topic round table meetings and involvement of non-profits. Another suggestion was to create a business advisor matching program similar to SCORE, a nonprofit association that assists small businesses with education and mentorship.

Other feedback from the Forum includes:

- Create a measureable vision for growing entrepreneur ecosystem.
- Support second state companies, which in turn will support startup companies.
- Create spaces for second state entrepreneurs such as a maker space or wetlab.
- Ensure the economic development portion of the penny sales tax is used for the best benefit of the community.
- Identify new ways to tell success stories and the "Tallahassee Entrepreneur Story" better.
- Develop a food incubator.
- Create more opportunities for entrepreneur internships.
- Create 'how-to' entrepreneur guide video(s).
- Encourage people to buy from local entrepreneurs.

Some participants identified needs, such as business plan development assistance, that were already addressed in the community. During the discussion, participants helped identify existing resources for those needs, such as the Small Business Development Center at FAMU, the Economic Development Council, and Domi Station.

E-Month Closeout and Stakeholder Forum Minutes
December 5, 2014
Page 4 of 4

Following the discussion, Commissioner Dozier thanked everyone for participating the forum. Commissioner Dozier encouraged all participants to continue to stay engaged and active as the community continues to grow Leon County's entrepreneurial ecosystem. Finally, Commissioner Dozier invited the participants to tour Domi Station following the Forum's conclusion and participate in the first Friday events throughout Railroad Square that evening.

Exhibits

1. Forum Participants

December 5, 2014 Entrepreneur Stakeholder Forum Participants

Attachment #1
Page 5 of 6
Exhibit #1
Page 1 of 2

Name	Organization
Allen Joesph	TCC
Anthony Gaudio	Sustainable Tallahassee
Barbara Wescott	PointCatcher, Inc
Becca Gilbert	Thomas Howell Ferguson
Ben Graybar	Tallahassee State Bank
Brent Edington	FSU Office of Commercialization
Brian Mimbs	Senator Marco Rubio's Office
Carlos Douglas	C. Julian Douglas & Associates
Chris Edwards	City of Tallahassee
Christine Urban	GAIN
Commissioner Kristin Dozier	Leon County
Cristina Paredes	Leon County
Dale Weeks	GLBA
David Brightbill	Making Awesome Inc. The Tallahassee Maker Space (Tally Fab Lab)
David Teek	Domi
Deanna Mims	MarketDone
Dominick Ardis	The Town
Dr. Shawnta Friday-Stroud	FAMU
Dustin Daniels	City of Tallahassee, Mayor's Office
Gloria Pugh	AMWAT
Greg Donald	M.D.C.B
Haley Cutler	Oasis Center for Women & Girls
Jake Kiker	Domi & Williams Gautier
James Miller	Greater Tallahassee Chamber of Commerce
Jasmine Lewis	Keller Williams Realty
Jay Revell	Downtown Improvement Authority
Jim McShane	Career Source
John Fraser	FSU
Josh Pascua	Leon County
Kara Palmer Smith	Career Source
Katrina Johnson	Career Source Capital Region
Keith Bowers	FAMU Small Business Development Center
Ken Morris	Leon County
Kim Moore	TCC

December 5, 2014 Entrepreneur Stakeholder Forum Participants

Attachment #1
Page 6 of 6
Exhibit #1
Page 2 of 2

Name	Organization
Kyle Touchstone	EDC
Larry Lynch	EDC & FSU
Lucas Lindsay	Domi
Maximo Mendoza	Efficient Systems
Micah Widen	Domi
Pamela Jones Smith	Keller Williams
Park Broome	First Commerce Credit Union
Patrick Monroe	BNI & The Bean Team
Ron Goldstein	Capital City Pedicabs
Ron Miller	LCRDA
Rosa Morgan	Sustainable Tallahassee
Ryan Aughtry	Waddell & Reed
Scott Balog	TCC
Shanea Wilks	Leon County
Sherri Bryan	
Steve Evans	IBM (Retired)
Vincent Hunt	MASSIVE Corporation
Wanda Whitehead	City of Tallahassee, Economic Development
Wendy Plant	Jim Moran Institute


**Leon County
Board of County Commissioners
Notes for Agenda Item #25**

Leon County Board of County Commissioners

Cover Sheet for Agenda #25

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Report on the Fairgrounds Sense of Place Initiative

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Barry Wilcox, Division Manager Brian Wiebler, Principal Planner Daniel Donovan, Urban Design Senior Planner Joshua Pascua, Management Analyst

Fiscal Impact:

This item has been budgeted and adequate funding is available. The Board previously allocated \$50,000 to support the initiative for the fairgrounds. These funds are being used to conduct the market demand analysis described in this item.

Staff Recommendation:

Option #1: Accept the status report on the Fairgrounds Sense of Place Initiative.

Report and Discussion

Background:

This item provides an update on staff actions and planned efforts to address the Board Strategic Initiative to institute a sense of place initiative for the fairgrounds.

The North Florida Fairgrounds site is owned by Leon County and operated by the North Florida Fair Association through a lease agreement that extends to the year 2067. The Board of County Commissioners has previously explored the possibility of relocating the Fair Association activities as a tool to allow for more development and economic activity on the site. Such options have not been financially feasible. At the December 9, 2013 Board of County Commissioners Strategic Planning Retreat, the Board adopted a Strategic Initiative to institute a sense of place initiative for the fairgrounds and subsequently allocated \$50,000 to support the initiative. The analysis section of this report reviews the staff actions and planned efforts to address the initiative.

These actions are essential to the following FY2012-2016 Strategic Initiative that the Board approved at the January 21, 2014 meeting:

- Institute a Sense of Place initiative for the fairgrounds (2014).

This particular Strategic Initiative aligns with the Board's Strategic Priorities – Economy and Quality of Life:

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1 – 2012)
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4 - 2012)
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4 - rev. 2013)

Analysis:

The Planning Department is engaged in initiatives to help foster a 'sense of place' through quality-of-life enhancements that promote private investment in the surrounding area. Past and ongoing sense of place initiatives have taken place in districts such as the Huntington Town Center at Lake Jackson, the South Monroe-Adams Corridor, Gaines Street, Midtown, and Market District. The Fairgrounds site is unlike these other commercial districts and includes unique complications and opportunities. As such, the resulting initiative developed for the fairgrounds does not follow the same pattern as other districts.

While developing the scope of work to identify the types of activities that might be appropriate for a sense of place initiative at the Fairgrounds, a potential \$12 million capital investment project for the Fairgrounds was identified by the Leon County Sales Tax Committee. Staff felt it was important for the efforts in the sense of place initiative to recognize this large potential investment. The Fairgrounds sales tax project was included in the Interlocal Agreement for the Blueprint 2020 Infrastructure Surtax (penny sales tax) by the Board on May 13, 2014 (Project #23- Beautification and Improvements to the Fairgrounds). The penny sales tax extension was subsequently approved by voters in November 2014.

As the sales tax project identification process moved forward, Planning Department staff coordinated with County Administration regarding appropriate use of the \$50,000 allocated to the initiative. Through this coordination, it was determined that the existing sense of place funding could be used to begin the process of identifying future improvements to be funded through the Fairgrounds sales tax project. This was judged to be a more appropriate investment than using the \$50,000 for shorter term aesthetic improvements.

A market demand analysis was identified as a key first step to identifying what additional opportunities could be supported at the Fairgrounds. The study will include an analysis of existing fair operations and facilities and opportunities for new facilities and uses. This information can then be utilized to help shape a more specific development program that could be implemented with the sales tax dollars.

The following provides a timeline of key events and decisions that have shaped this initiative:

- **July 16, 2014:** During the process of determining the scope of work for the sense of place initiative, staff invited a consultant specializing in fairgrounds development to provide a presentation on emerging trends in fairgrounds and event centers. Fairgrounds stakeholders were invited to attend (North Florida Fair Association, County Extension, City Parks, Leon County Schools, Economic Development Council, County Tourism Development, County Public Works, County Administration).
- **August 1, 2014:** Based on recommendations provided by the consultant at the July 16th presentation, County Administration approved utilizing the Fairgrounds sense of place funding to move forward with a market demand analysis and a workshop on site analysis and general redevelopment alternatives.
- **August 11, 2014:** Staff attended the North Florida Fair Association Board meeting and provided an update on the direction for the Fairgrounds sense of place initiative.
- **September 2014:** Based on a request for proposal (RFP), the team of Markin Consulting and POPULOUS were selected to conduct the market demand analysis and site analysis workshop.

- **December 2-4, 2014:** Rod Markin from Markin Consulting conducted site visits and interviews as part of his research for the market demand analysis. In person and phone interviews were organized with the following stakeholders:

▪ North Florida Fair Association	▪ Ochlockonee River Kennel Club	▪ City of Tallahassee Parks & Recreation
▪ Market Days	▪ Tucker Civic Center	▪ Leon County Schools
▪ Tallahassee Boat Show	▪ FSU Finance & Administration	▪ County Office of Resource Stewardship
▪ Dale Earnhardt Jr. Auto	▪ Visit Tallahassee	▪ County Extension.
- **December 3, 2014:** Completed a site analysis workshop with Charlie Smith from POPULOUS. The analysis included a small technical group working with the consultant to review over twenty different site parameters, ranging from topography and environmental features to vistas and livestock movements (Attachment #1). This information will be used in the market demand analysis to understand any limitations of the site. Additionally, this information was used to discuss very preliminary concepts for future development of a multipurpose event center.

The final market demand analysis report is scheduled to be complete in April 2015. Staff will review the report and prepare recommendations to be presented to the Board in the summer of 2015. The goal of this effort is not to generate a final development plan for the Fairgrounds, but to gather the necessary information to position the Fairgrounds for future enhancement when penny sales tax funds become available and full site and facilities planning and design can occur. Staff has already begun identifying shorter term actions, such as rezoning, that can be addressed sooner to help prepare the site. Initiation of such shorter-term recommendations will mark the completion of the sense of place initiative for the Fairgrounds. The next phase will be as a sales tax project.

Options:

1. Accept the status report on the Fairgrounds Sense of Place Initiative.
2. Do not accept the status report on the Fairgrounds Sense of Place Initiative.
3. Board direction.

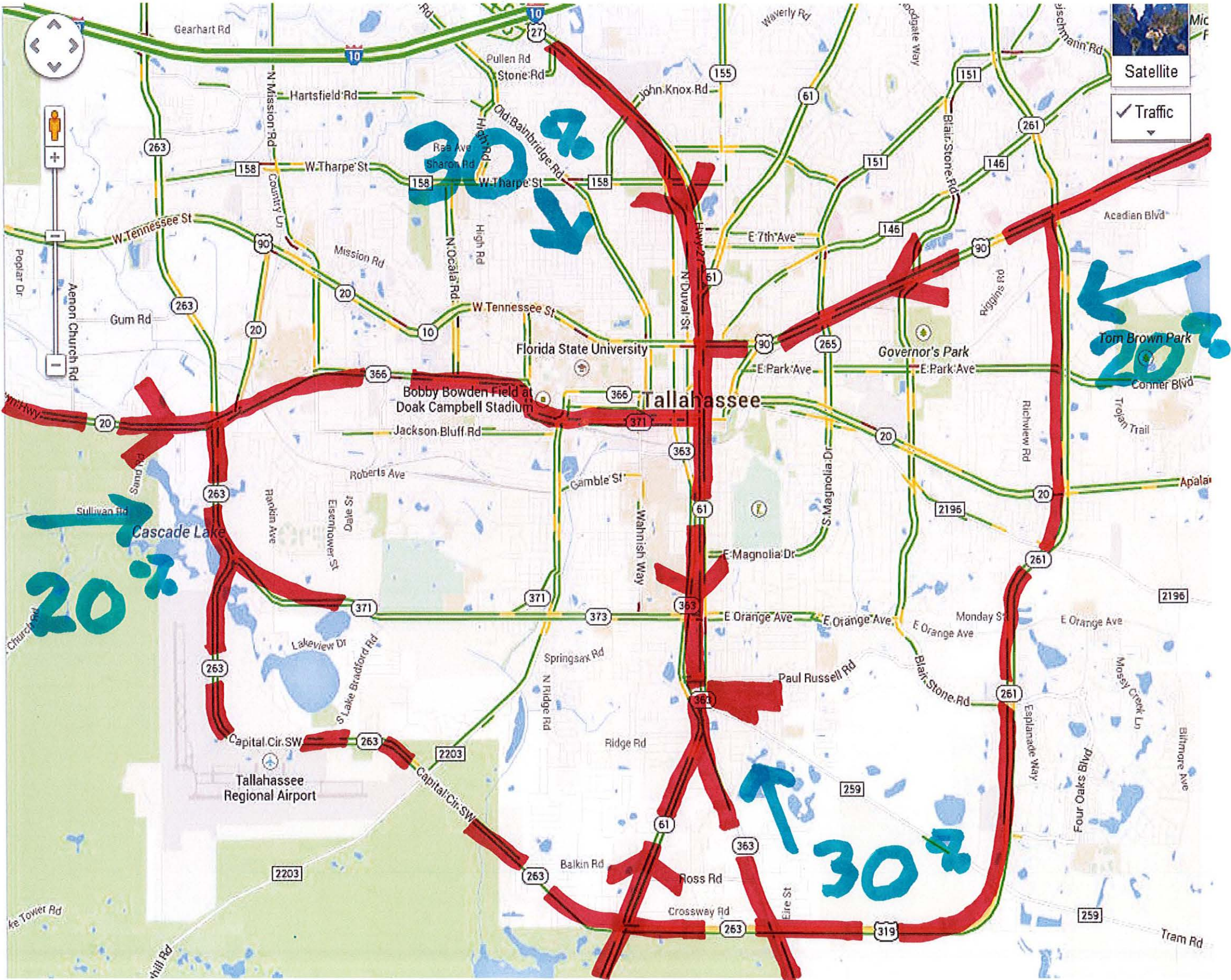
Recommendation:

Option #1.

Attachment:

1. North Florida Fairgrounds Site Analysis Figures by POPULOUS

VSL/WT/CB/BW/JP

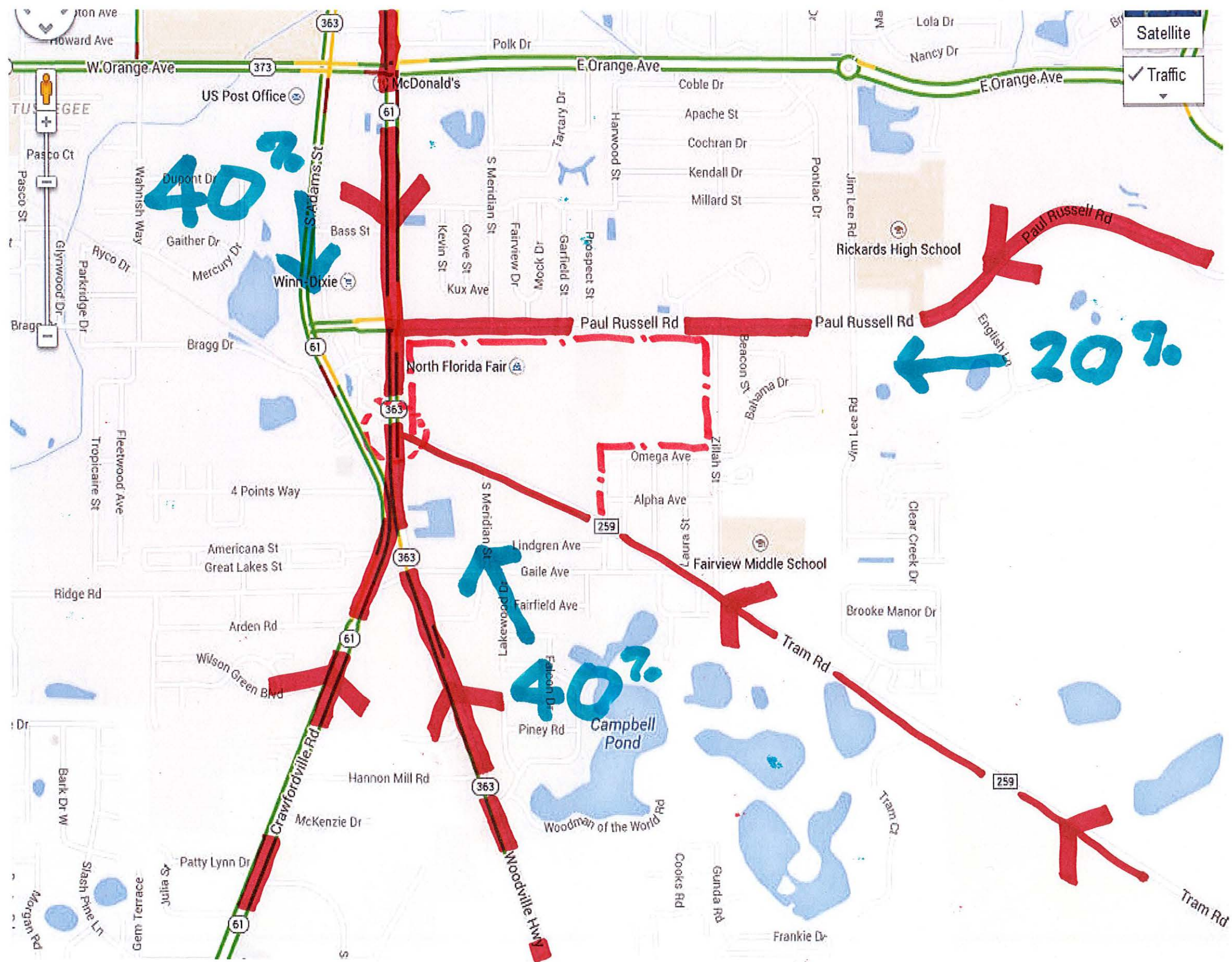


1. Regional Access

North Florida Fair
Tallahassee, Florida, USA

POPULOUS™

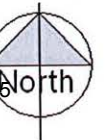


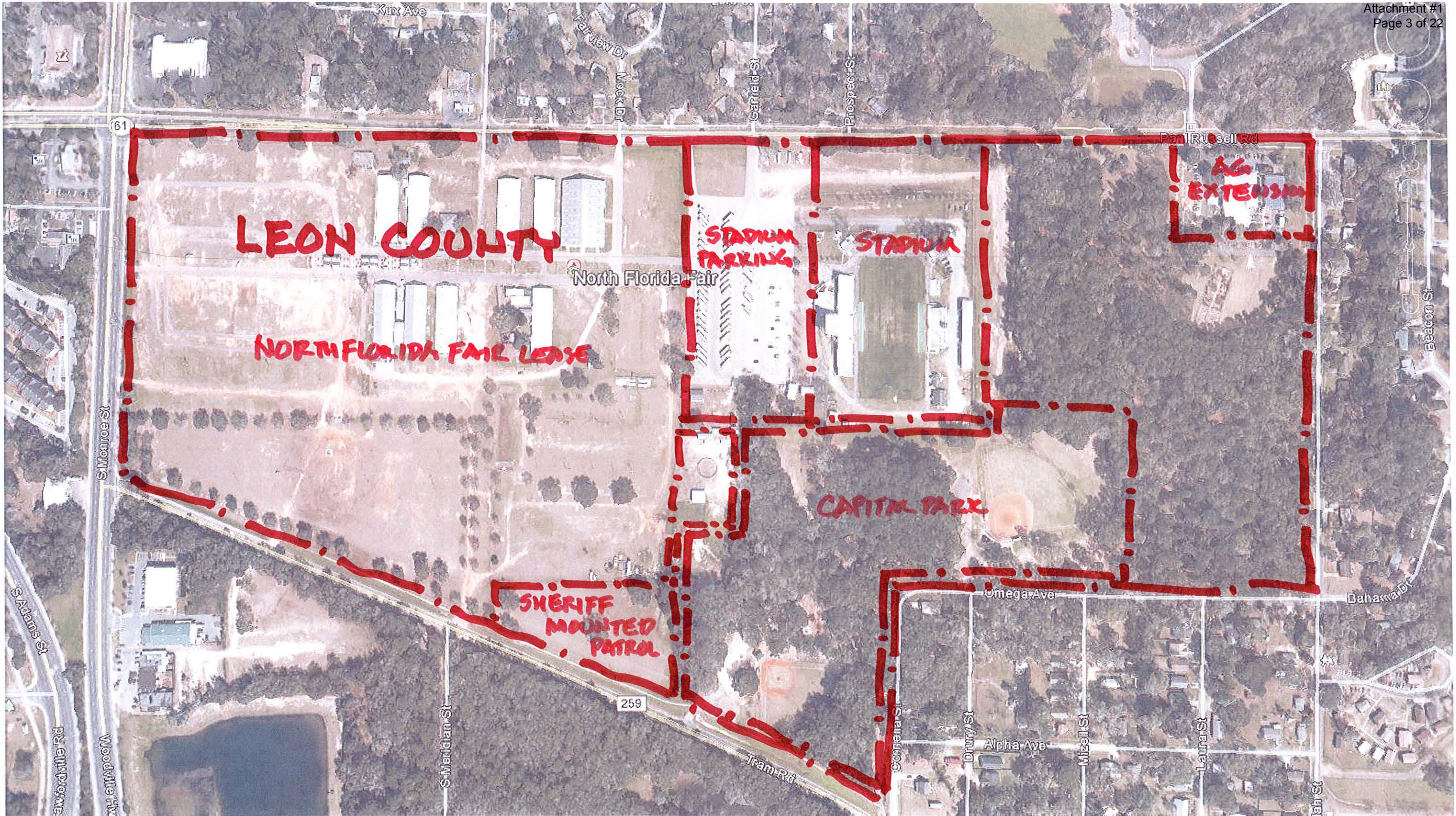


2. Local Site Access

North Florida Fair
Tallahassee, Florida, USA

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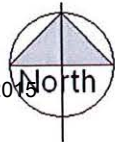


3. Property Limits & Ownership

North Florida Fair
Tallahassee, Florida, USA

POPULOUS™

Posted at 7:30 p.m. on January 16, 2019

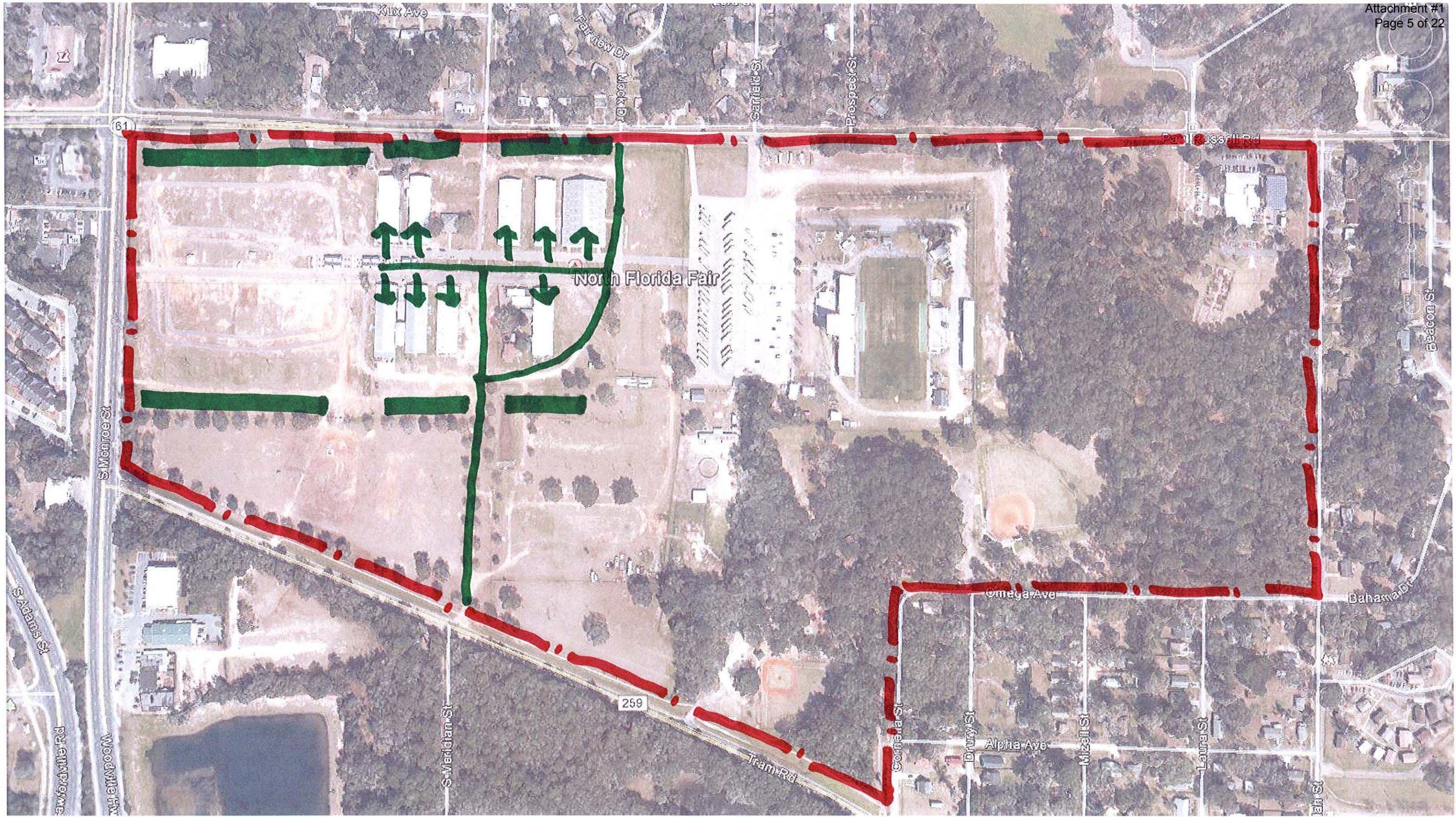




North Florida Fair
Tallahassee, Florida, USA

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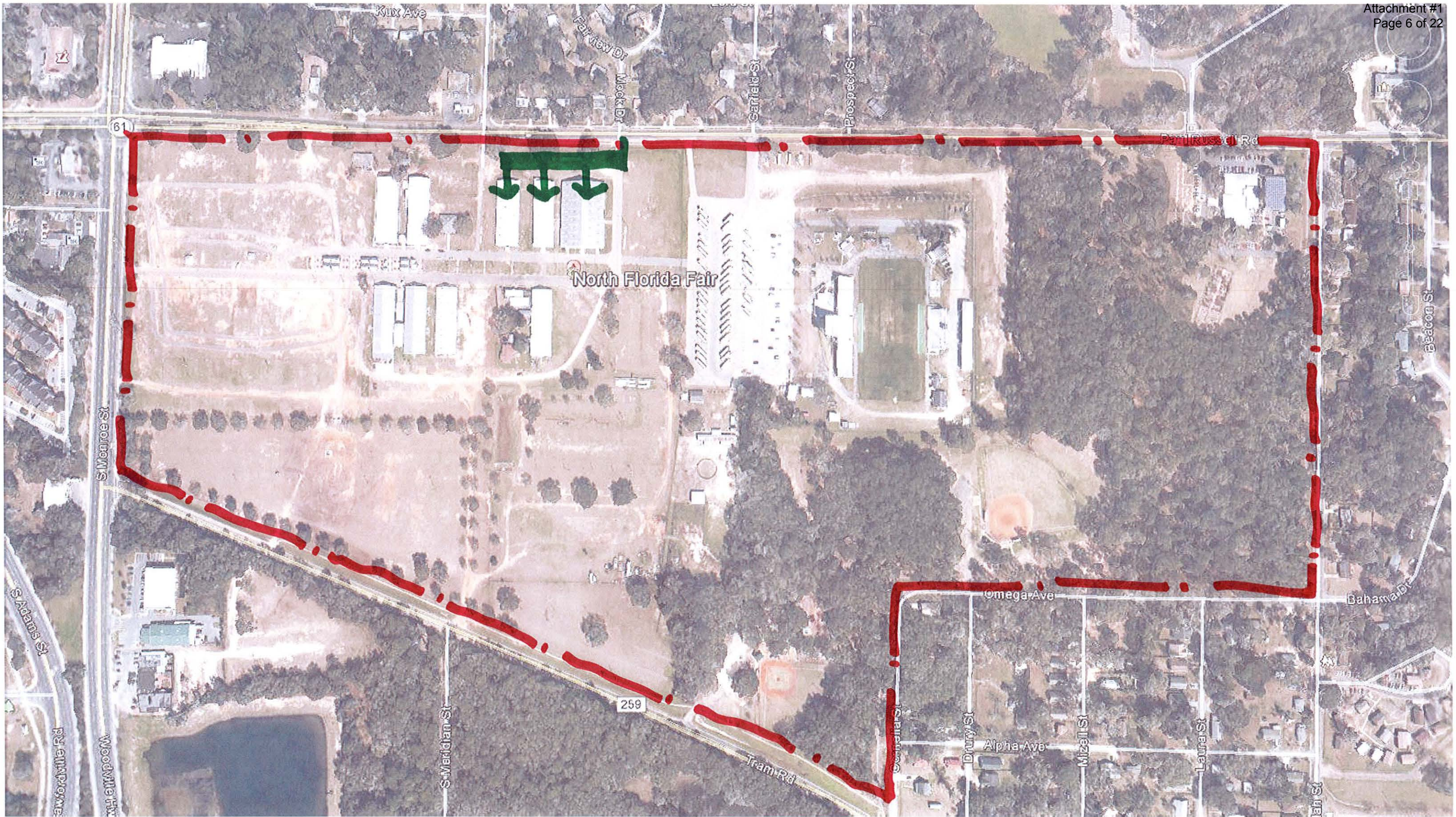
5. Service Access & Circulation

North Florida Fair
Tallahassee, Florida, USA

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Posted at 7:30 p.m. on January 16, 2015





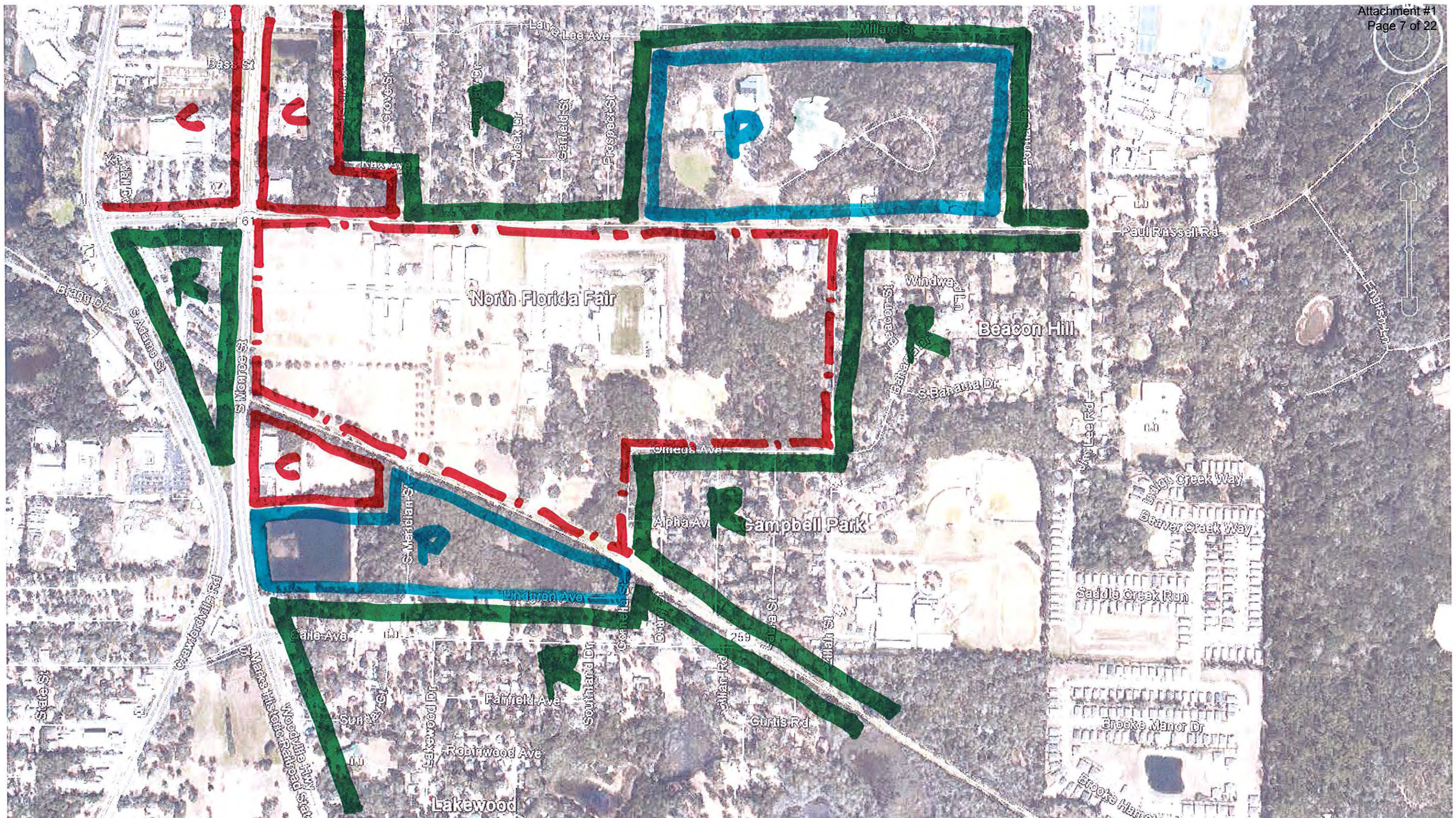
6. Animal Movements

North Florida Fair
Tallahassee, Florida, USA

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Posted at 7:30 p.m. on January 16, 2015



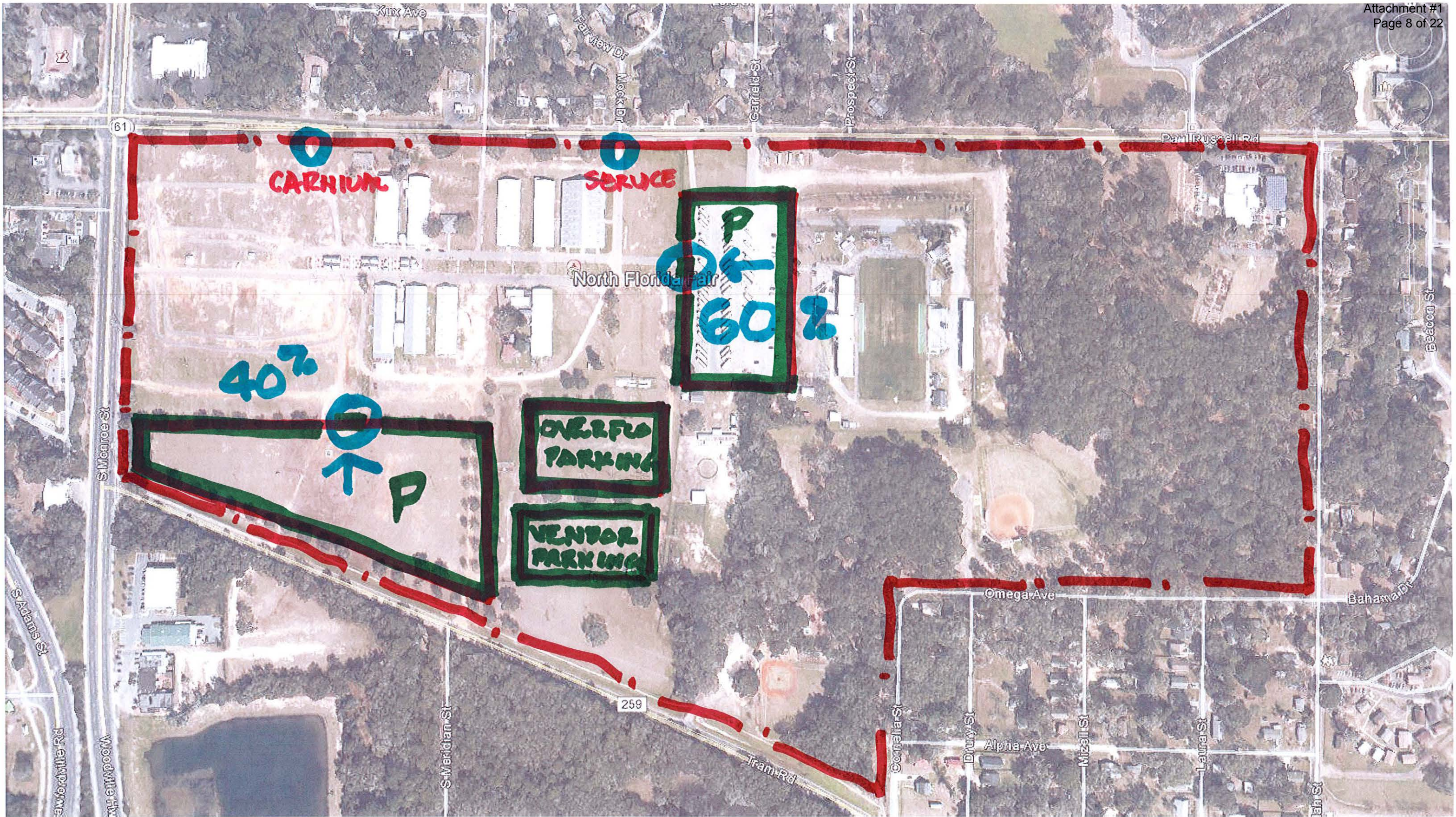


7. Adjacent Land Uses & Neighborhood Relations Issues

North Florida Fair
Tallahassee, Florida, USA

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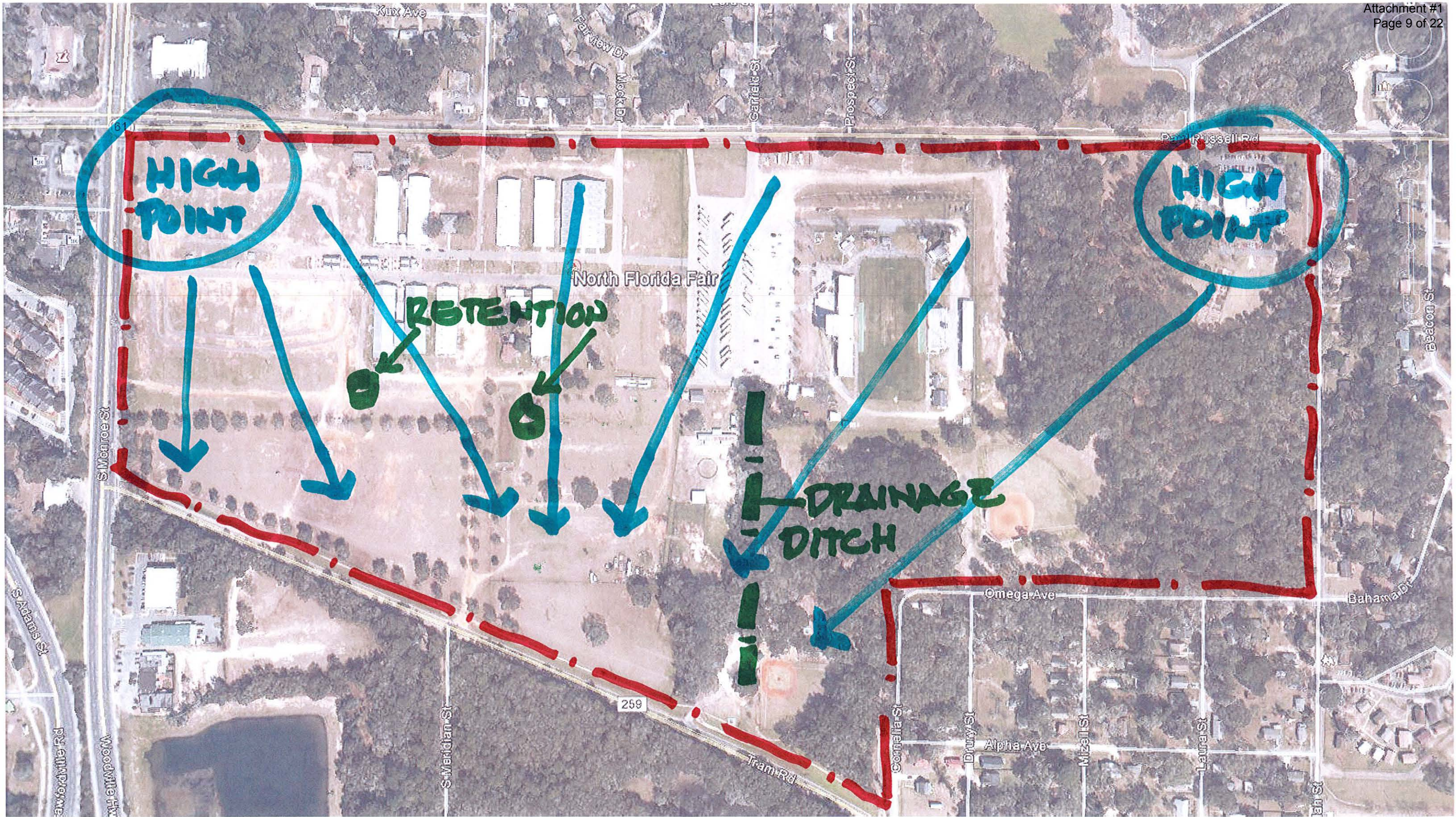


8. Vehicle Circulation / Parking / Ticket Gates

North Florida Fair
Tallahassee, Florida, USA

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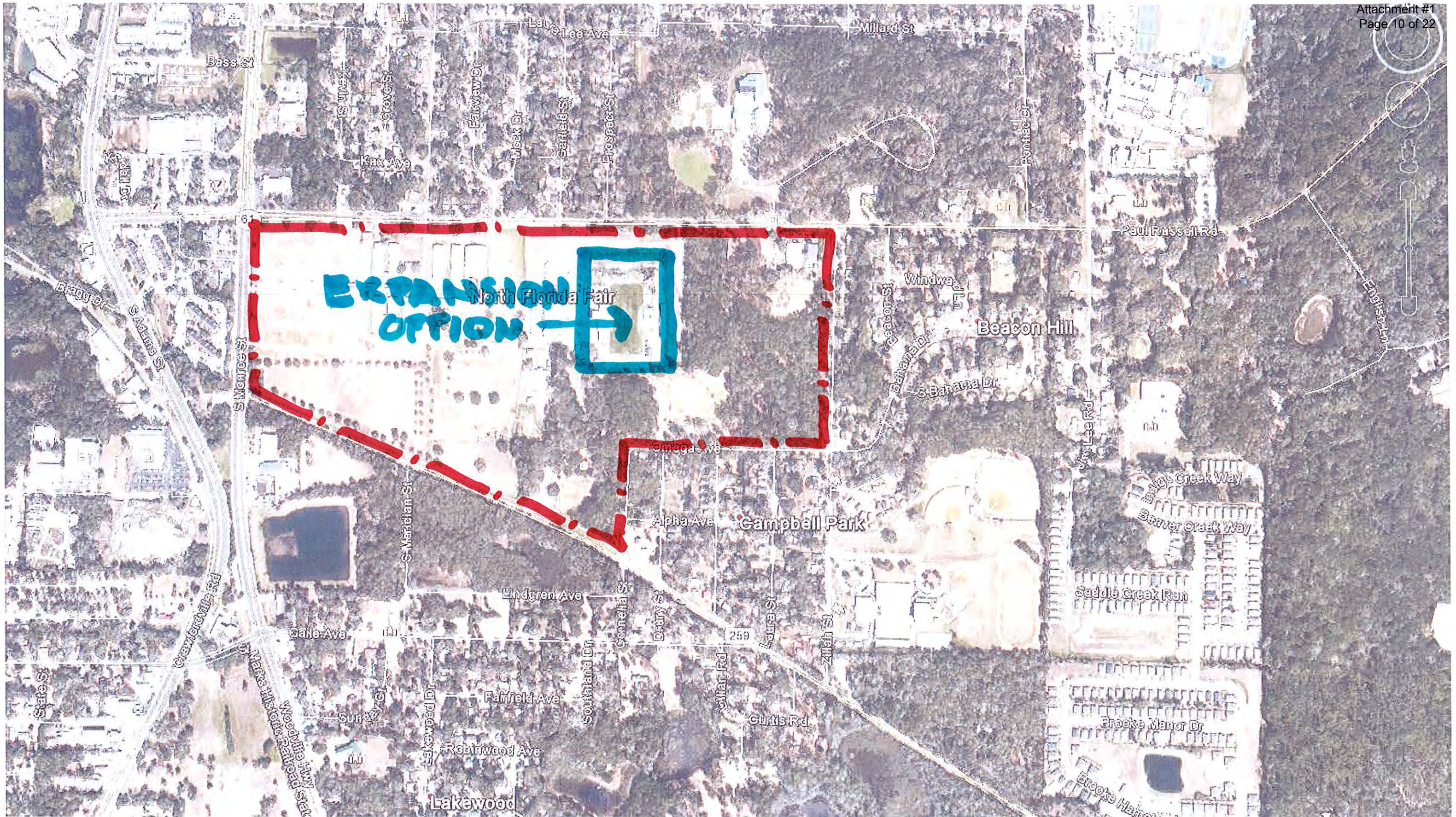
9. Site Topography & Drainage Issues

North Florida Fair
Tallahassee, Florida, USA

POPULOUS™

Posted at 7:30 p.m. on January 16, 2019





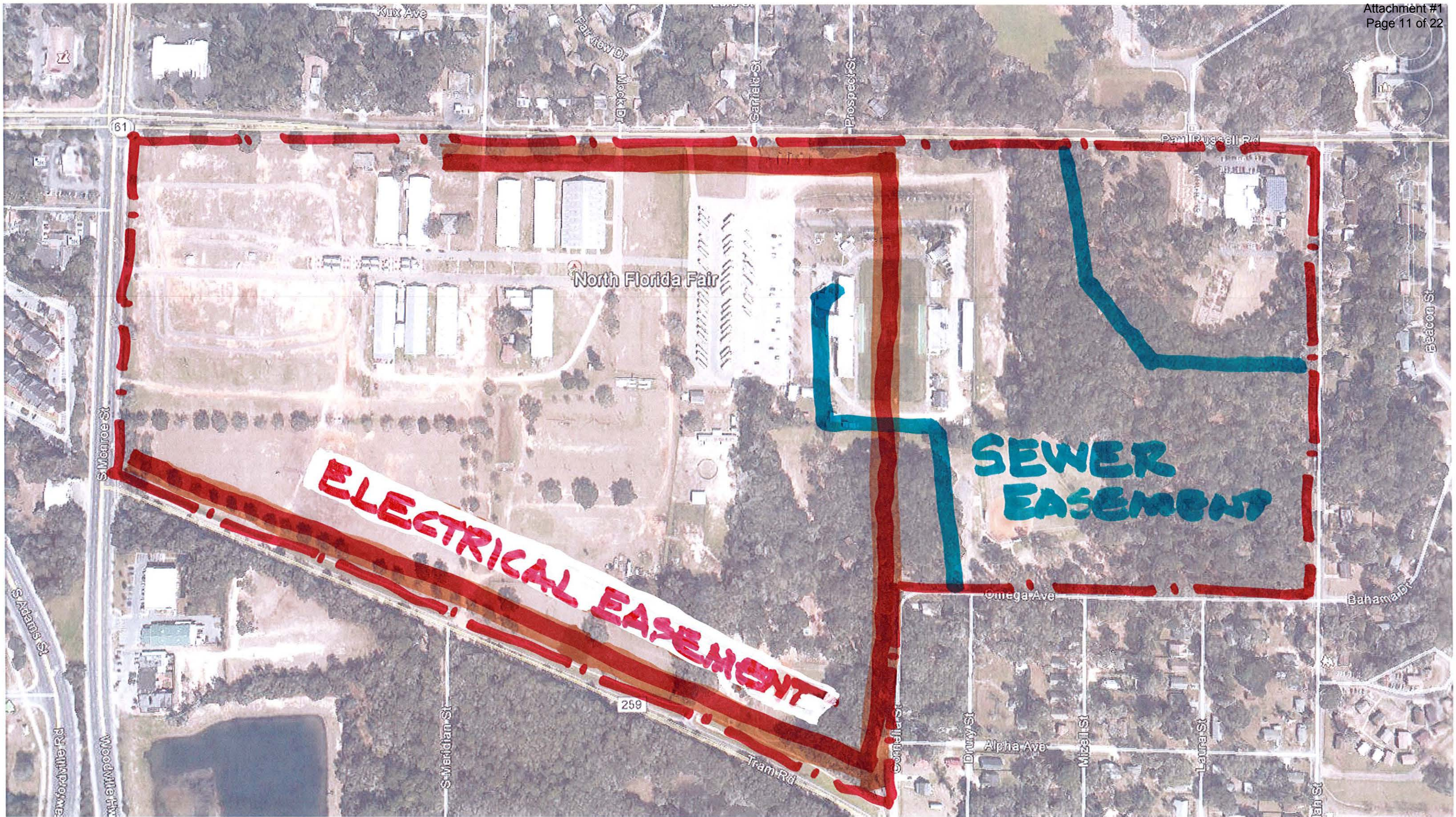
10. Site Expansion Potential

North Florida Fair
Tallahassee, Florida, USA

POPULOUS™

Posted at 7:30 p.m. on January 16, 2019





11. Easements / Restrictions

North Florida Fair
Tallahassee, Florida, USA

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Posted at 7:30 p.m. on January 16, 2015





12. Environmental Conditions / Soil Conditions

North Florida Fair
Tallahassee, Florida, USA

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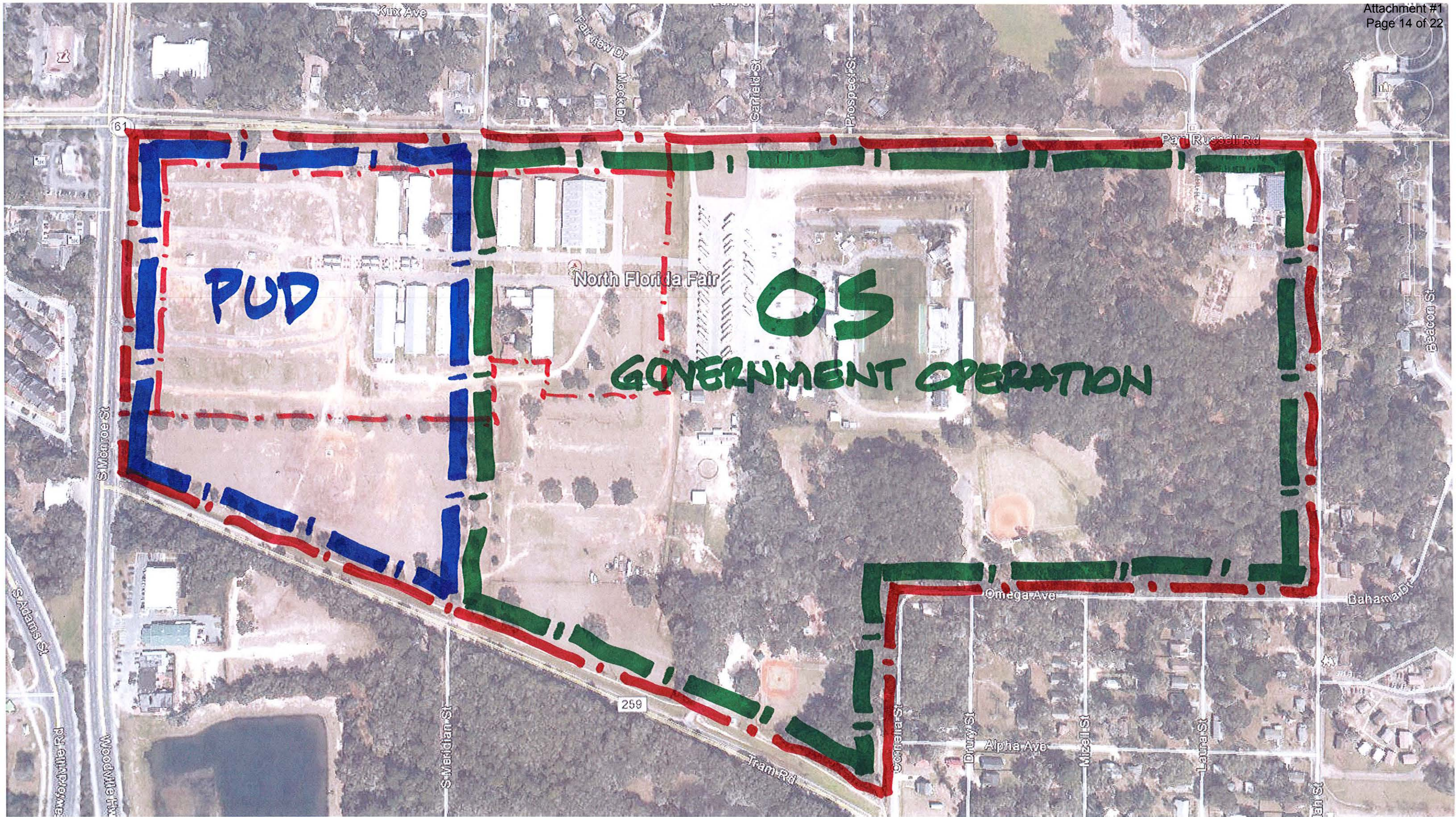


13. City / County Limits

North Florida Fair
Tallahassee, Florida, USA

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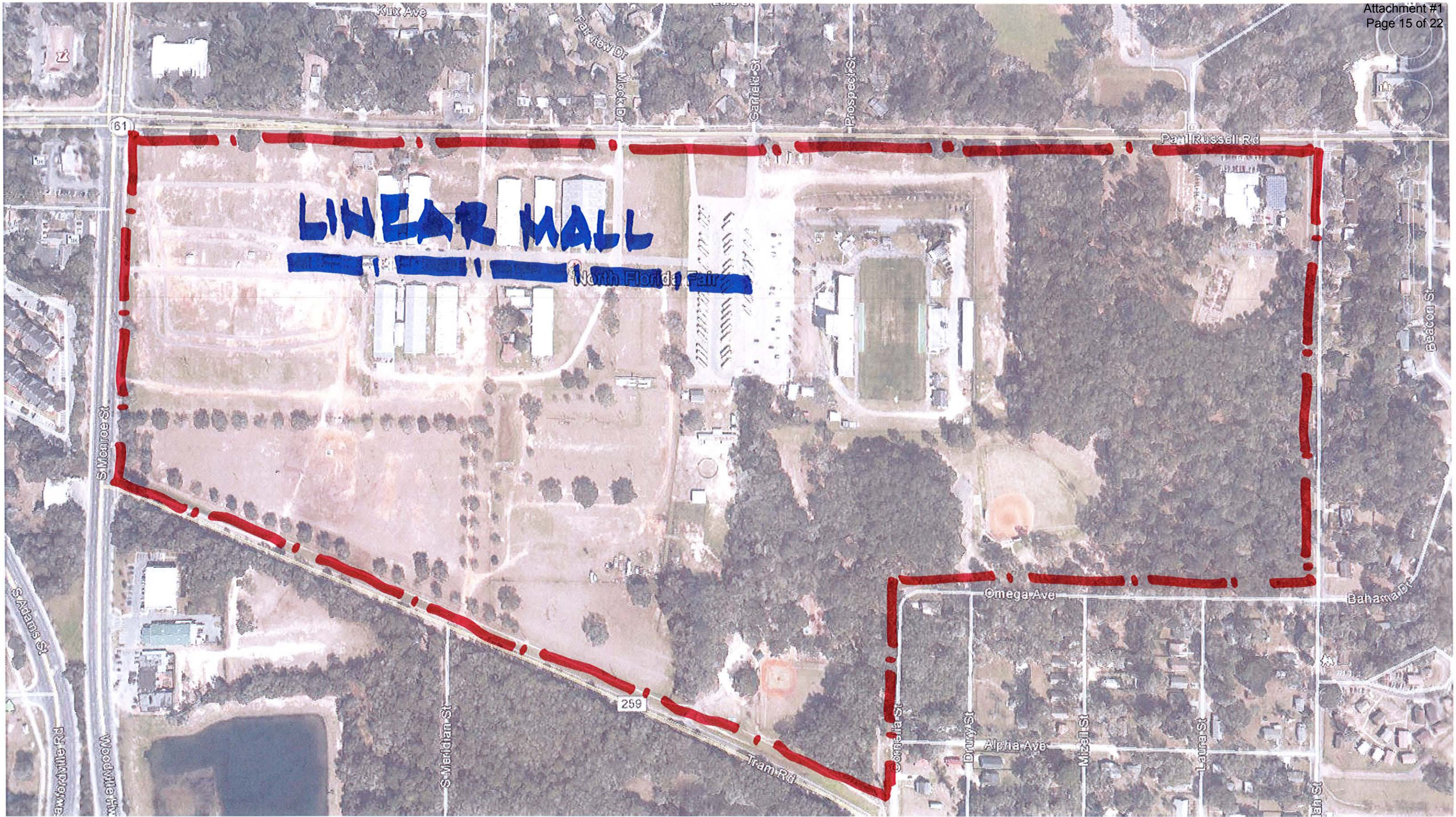




14. Zoning / Comprehensive Plan Implications

North Florida Fair
Tallahassee, Florida, USA

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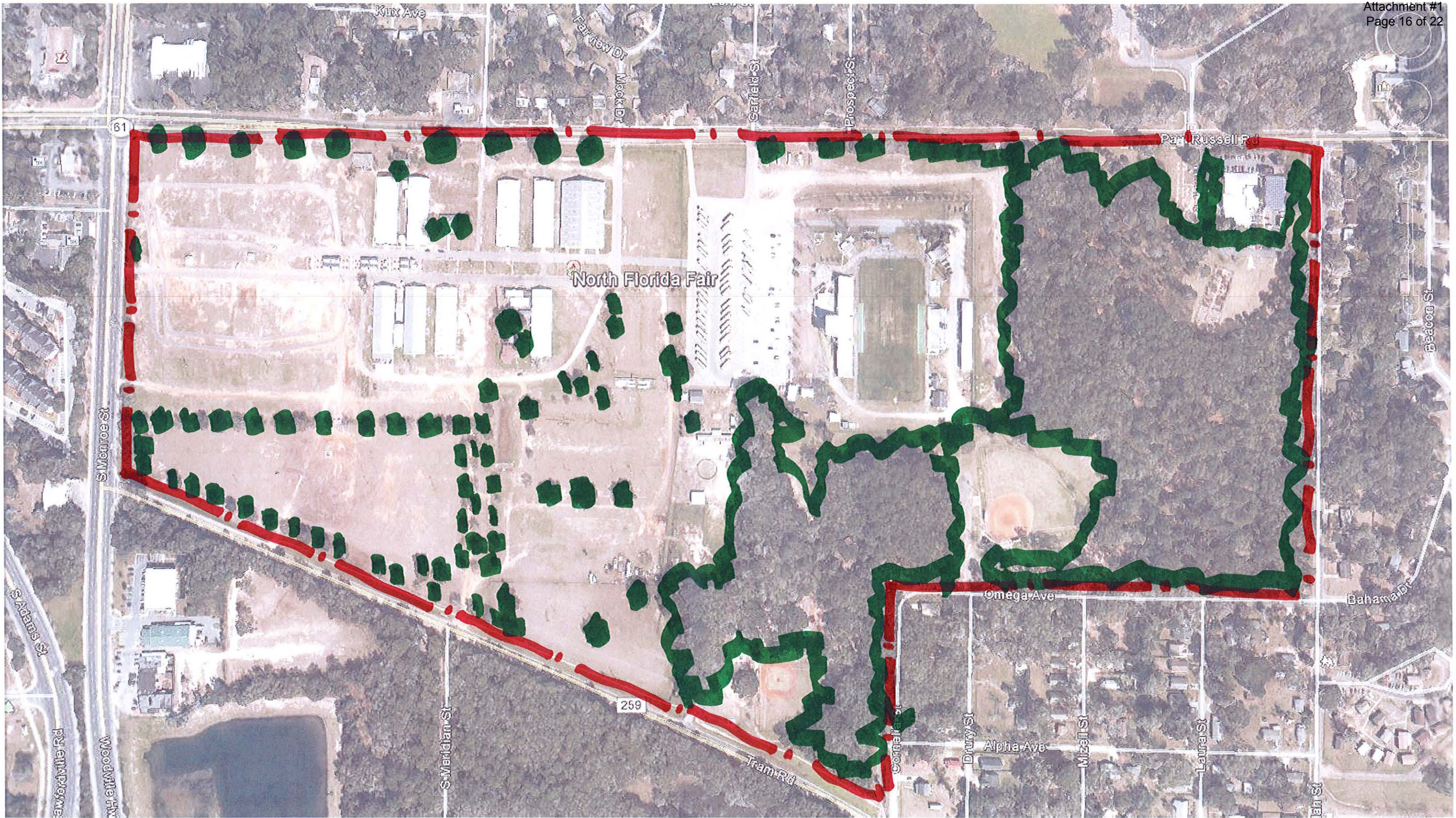


15. Site Layout Axis

North Florida Fair
Tallahassee, Florida, USA

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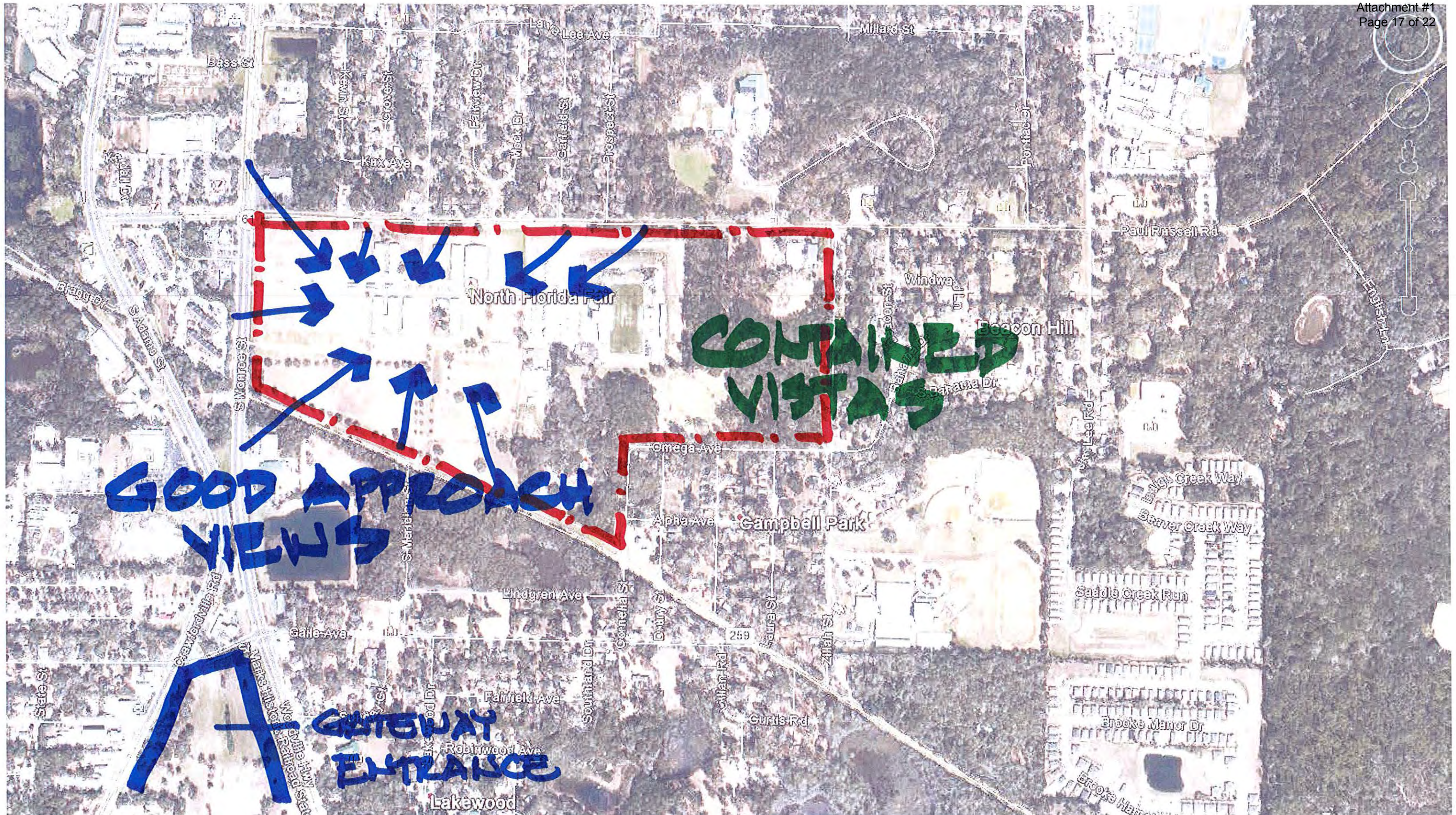




16. Vegetation / Landscaping

North Florida Fair
Tallahassee, Florida, USA

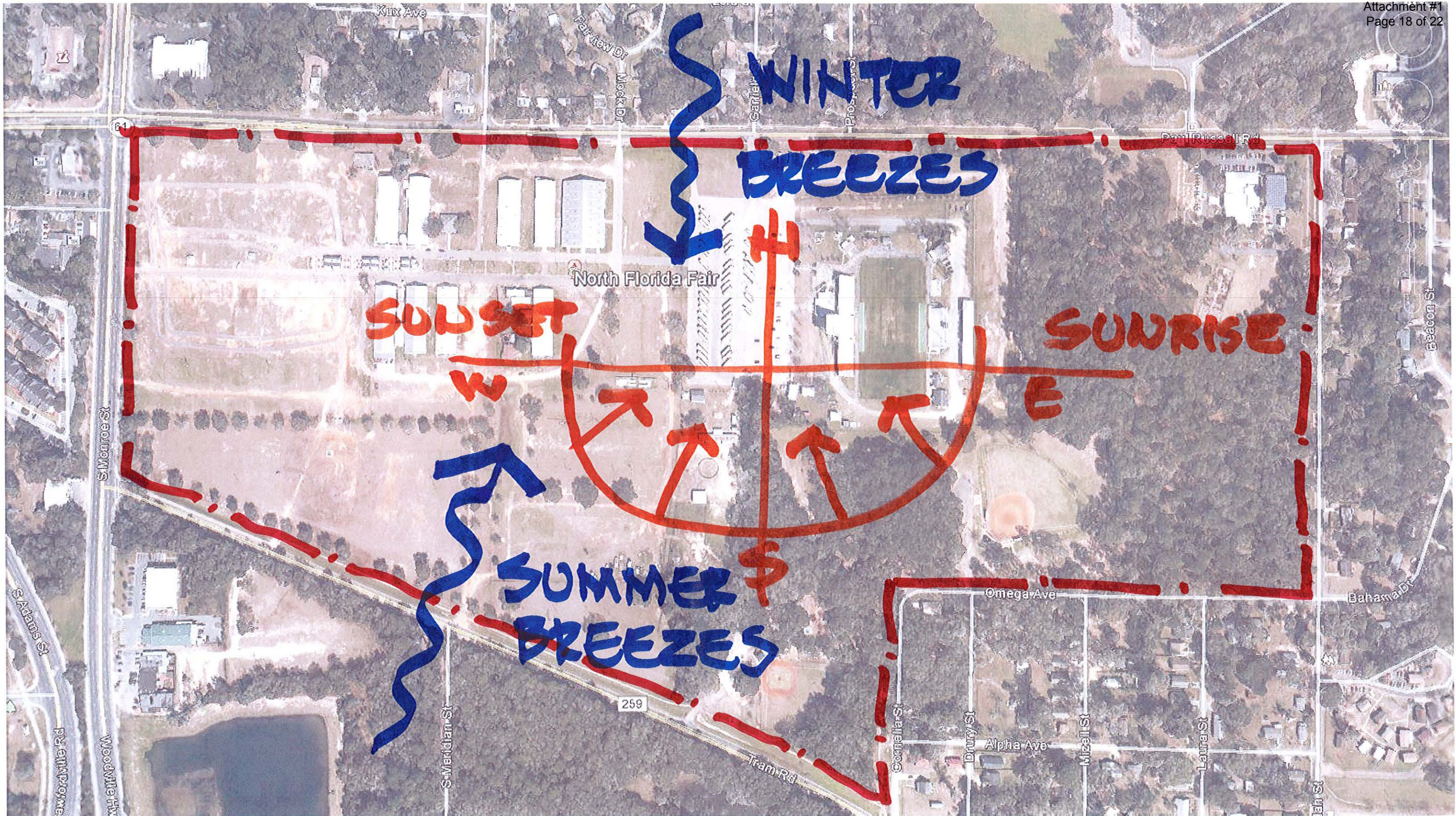
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POPULOUS



17. Views / Vistas

North Florida Fair
Tallahassee, Florida, USA

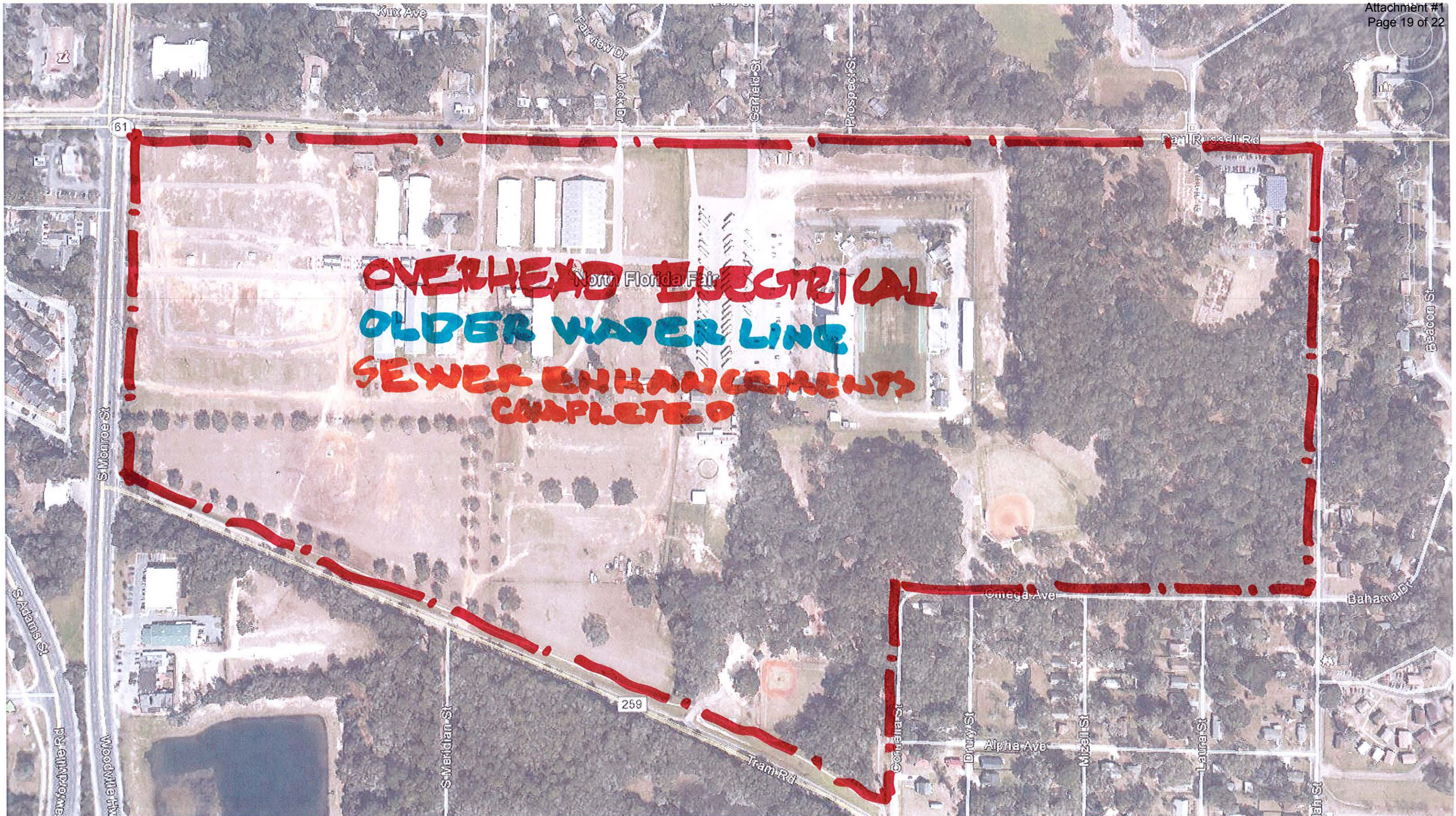
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18. Solar Orientation / Wind

North Florida Fair
Tallahassee, Florida, USA

Page 624 of 1065
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19. Site Utilities Conditions & Capacities

North Florida Fair
Tallahassee, Florida, USA

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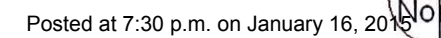


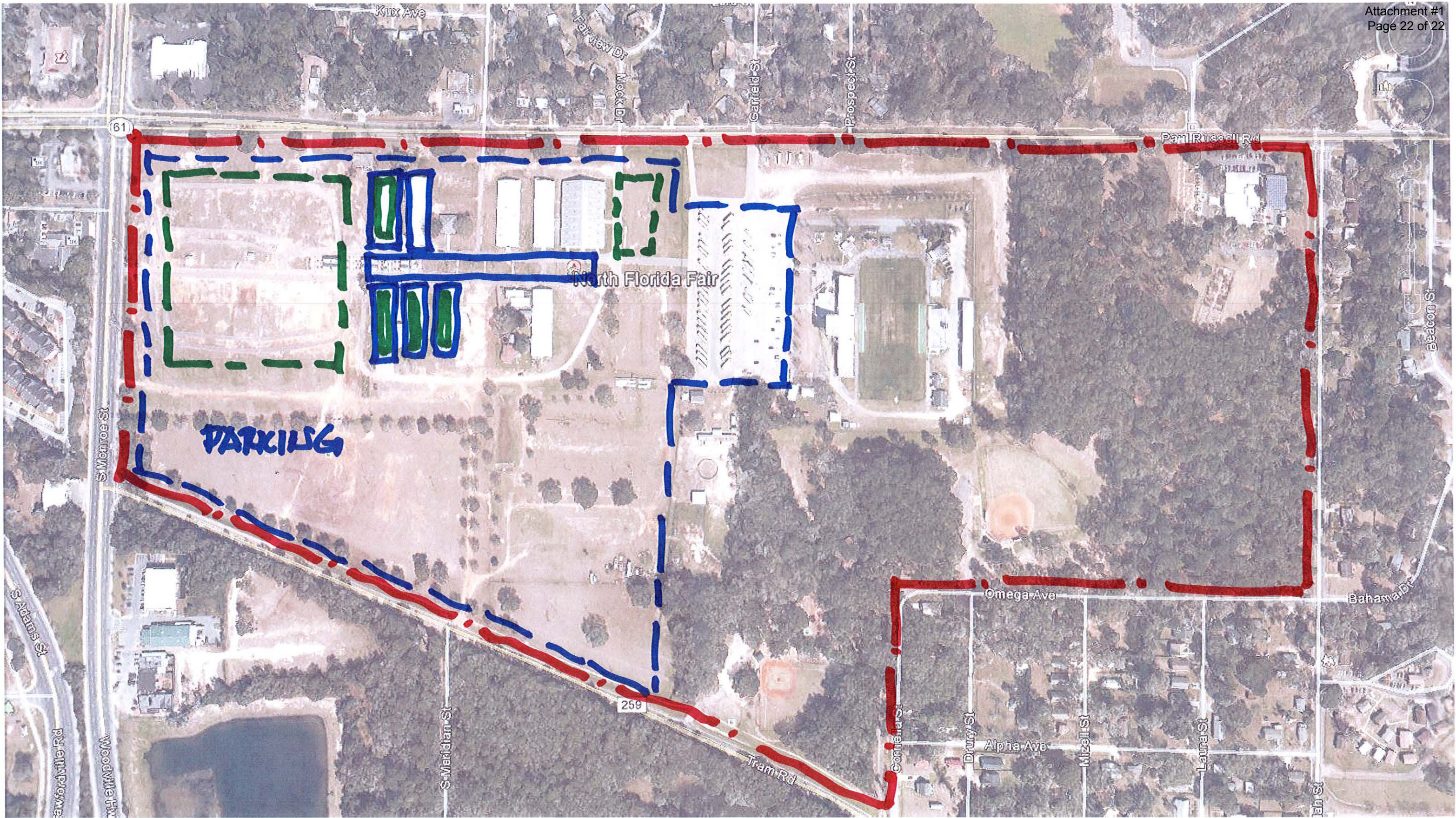
20. Architectural Themes / Image

North Florida Fair
Tallahassee, Florida, USA

POPULOUS™







22. Non-Fair Use Zones

North Florida Fair
Tallahassee, Florida, USA
POPULOUS™

MARKET DAYS
AKC DOG SHOW



**Leon County
Board of County Commissioners**


Notes for Agenda Item #26

Leon County Board of County Commissioners

Cover Sheet for Agenda #26

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the NACo and Careington Dental and Health Discount Programs Update

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn Calabro, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Rosemary F. Evans, Financial Compliance Manager Tiffany Y. Harris, Healthcare Services Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Accept the NACo and Careington Dental and Health Discount Programs update.
- Option #2: Authorize participation in the expanded NACo Dental and Health Discount Programs administered by CVS/Caremark, and authorize the County Administrator to execute the corresponding NACo Participation Form (Attachment #1).

Report and Discussion

Background:

Leon County's Primary Healthcare Program is managed through the Office of Human Services and Community Partnerships. The goal of the program is to improve the health of citizens by providing quality and cost effective health services through collaborative community partnerships. The County has always made access to primary care a priority, especially for residents who are uninsured and financially indigent.

During the August 28, 2012 Board meeting, Commissioner Sauls shared that the National Association of Counties (NACo) launched a new NACo Dental Discount Program. This program would offer all residents an opportunity to access affordable dental care. The County had already implemented the NACo Prescription Discount Card Program, which has been very beneficial to residents in providing reduced costs for medications for uninsured residents and for residents who have prescriptions that are not covered by insurance. The Board requested that staff bring back an agenda item to provide more information about the NACo Dental program.

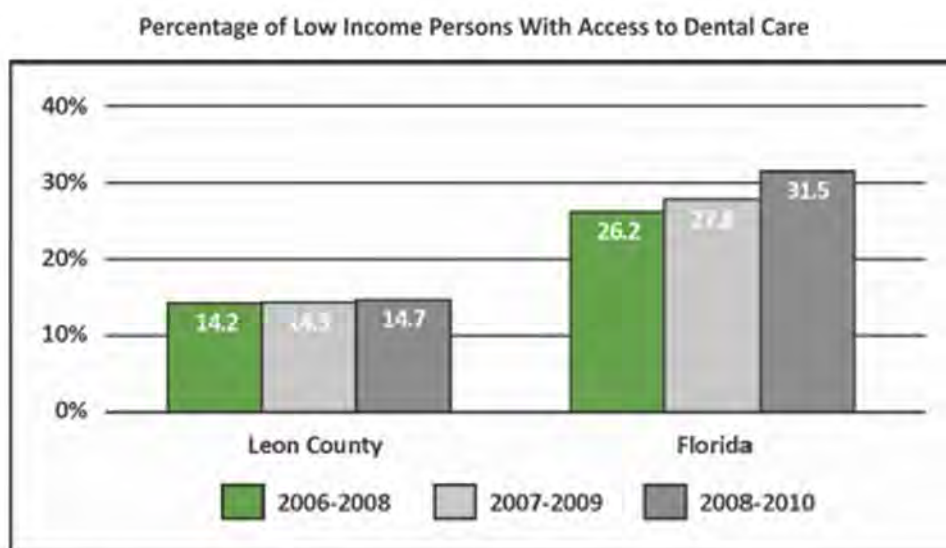
During the October 9, 2012 Board meeting, staff presented an overview of the NACo Dental Discount Program and the potential benefit to Leon County residents. The dental program was available only to NACo members and was administered by Careington International, Inc. Through this partnership, Careington negotiated with dentists to offer a discount on dental procedures and visits. Careington received a membership fee from its enrollees each year or per month. There was no cost to Leon County and the County served as a resource to promote the dental program and distribute information about the services to the community. At that same meeting, staff was authorized to enter into an agreement with NACo for the Dental Discount Program to provide an affordable dental option for residents.

On or about September 18, 2014, staff was informed that the NACo Dental Discount Program was ending as of October 25, 2014 due to the dissolution of the partnership between NACo and Careington. Staff was assured that all current paying members of Leon County's NACo Dental Discount Program would continue to receive services through Careington, without disruption, if participants continue paying their membership fee.

On November 1, 2014, both NACo and Careington offered new dental discount programs that are available to Leon County residents, if the Board elects to participate. Both organizations have added a health program component which includes savings on vision, hearing, diagnostic testing, and medical supplies. The Leon County NACo Prescription Discount card does not change – it continues to be free for Leon County residents.

Analysis:

Through collaborative partnerships with local providers, the County's Primary Healthcare Program has provided funding and support for improved access to primary care for Leon County residents. Access to dental care is a major limitation among all age groups and is an important part of overall dental and oral health. Oral health has a direct link to overall health and poor dental care may contribute to oral cancer, diabetes, cardiovascular disease, and pre-term delivery. Generally, access to dental care declines as income declines. The percentage of low income persons with access to dental care in Leon County is half the percentage of persons with access in Florida. While the state rate has gradually increased, the rate has remained low and relatively constant in Leon County as illustrated in the chart below.



Source: Florida DQH, Public Health Dental Program

In an effort to help counties provide citizens with access to affordable dental care, NACo and Careington have launched new programs that include a dental discount program, respectively named the NACo Prescription, Health, & Dental Discount Program and Careington's My County Cares Program. Both programs offer identical dental services. These programs are not insurance; however, all County residents, regardless of age, income, pre-existing health conditions, or existing dental coverage, may use them. If the Board elects to participate in one of the new Dental Discount Programs, the primary target group or beneficiaries of this program would be Leon County's uninsured residents or residents whose insurance does not cover dental care. Participation in one of the health discount programs would benefit all County residents by providing discounts on vision, hearing, diagnostic testing, and medical supplies.

Careington's My County Cares Program offers health and wellness solutions that provide county residents with access to prescription, health and dental discounts. The My County Cares Dental Discount Program offers 5% to 50% discounts on most dental procedures including routine oral exams, cleanings, and major dental work. A 20% savings on orthodontics is also offered. With this program, participants may visit any participating dentist on the plan and change providers at any time. Savings with the health discount program range from 10% to 80% and include eyewear, Lasik, labs, diagnostic imaging, diabetic testing supplies, and hearing exams and aids (Attachment #2)

The new NACo Prescription, Health, and Dental Discount Programs provide County residents with access to significant savings on prescription, health, and dental discounts for under-insured or uninsured individuals. The NACo Dental and Health Discount Programs are administered by CVS/Caremark and available only to NACo members who participate in the NACo Prescription Discount program. Registration for the NACo Dental and Health Programs is simple; individuals who want to enroll can call a toll-free number or register online. Enrollees are offered 5% to 50% savings on various dental procedures including routine check-ups, fillings, cleanings, crowns, root canals, x-rays and cosmetic dentistry. A 20% savings is offered for orthodontics including braces. Residents will have immediate access to dental providers without a waiting period, deductibles or claim forms. NACo also provides customer service assistance and a toll-free number for its enrollees to call with questions. Savings with the health discount program range from 20% to 75% and include eyewear, Lasik, labs, diagnostic imaging, diabetic testing supplies, and hearing exams and aids (Attachment #3). Leon County currently participates in the NACo Prescription Discount Program and adding the NACo Dental and Health Discount Programs enables residents to save on all prescription, dental, and health services through one provider and program.

If the Board chooses to participate in the NACo Program, the County must simply complete the NACo participation form. There will be no change to Leon County's NACo Prescription Discount Card agreement. The County would serve as a resource to promote the program and distribute information about the services in the community. Marketing materials, including brochures, posters, flyers and discount cards with the County's seal and the NACo logo are provided by NACo to the County at no cost. This is similar to how the County manages the NACo Prescription Discount Card Program.

Both companies operate the dental and health programs by collecting membership fees from enrollees monthly or annually. There is no cost to Leon County. Table 1 shows both companies have identical membership fees for the dental discount programs. Participants and their family members may utilize the discount anytime a dental procedure is not covered by health insurance. Table 2 illustrates the fee differences between Careington and NACo for the health discount programs, with NACo being less expensive for users. There are no restrictions or limits on the frequency of use.

Table 1. Dental Discount Program Membership Fees

Company	Individual Fee Per Month	Individual Fee Per Year	Family Fee Per Month	Family Fee Per Year
Careington	\$6.95	\$69.00	\$8.95	\$79.00
NACo/Caremark	\$6.95	\$69.00	\$8.95	\$79.00

Table 2. Health Discount Program Membership Fees

Company	Individual Fee Per Month	Individual Fee Per Year	Family Fee Per Month	Family Fee Per Year
Careington	\$8.95	\$89.00	\$9.95	\$99.00
NACo/Caremark	\$6.95	\$69.00	\$8.95	\$79.00

Careington currently has one general dentist and three specialty dentists, such as orthodontics and endodontics, participating in Leon County. NACo has thirty-two dentists participating, including specialists such as oral surgeons, orthodontists, and endodontists.

Good oral health and access to ancillary medical services are important parts of overall health and wellness. The NACo Dental and Health Discount Programs provide affordable options for residents to access needed care. As Leon County already participates in NACo's Prescription Program, because the fees are lower for NACo's Health Program, and because NACo's dental network is much more comprehensive, staff recommends the Board authorize participation in the NACo Dental and Health Discount Programs.

Options:

1. Accept the NACo and Careington Dental and Health Discount Programs update.
2. Authorize participation in the expanded NACo Dental and Health Discount Programs administered by CVS/Caremark, and authorize the County Administrator to execute the corresponding NACo Participation Form (Attachment #1).
3. Authorize participation in the Careington My County Cares Program and authorize the County Administrator to execute the corresponding contract, in a form approved by the County Attorney.
4. Do not authorize participation in the NACo Dental and Health Discount Programs.
5. Do not authorize participation in the Careington My County Cares Program.
6. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. NACo Participation Form
2. Careington My County Cares Program Overview
3. NACo Prescription, Health, and Dental Discount Programs Overview

GET STARTED TODAY!

Please complete the information below and mail to:
Andrew S. Goldschmidt, CAE, Director of Membership Marketing
National Association of Counties
25 Massachusetts Ave., NW Ste. 500
Washington, DC 20001

Or e-mail the form to: agoldschmidt@naco.org

County Name: _____

Main County Contact: _____

Title: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____

County Website: _____

Number of County Residents: _____

**Please check the NACo Discount Programs your county would like to offer its residents.
(Counties must participate in the prescription program to add another program):**

☐ Prescription (already enrolled) ☐ Prescription ☐ Health ☐ Dental

☐ By checking this box you are confirming that the NACo Prescription, Health & Dental Discount Programs checked above are approved by the County's elected board.

Logo requirements to produce program materials for your county:

CVS/caremark™ needs a jpg file of your county logo/seal to create the customized county card. E-mail the county logo as an attachment to NACoRx@caremark.com and indicate the county name and logo attached in the subject line.

Please provide a contact name/street address for the delivery of member ID cards and display stands if different from above.
(Please note we cannot deliver to P.O. boxes):

Please indicate how the county name should be referenced on the member ID card:

Spanish materials required: ☐ Yes ☐ No





MyCountyCares Proposal

Administered by:  **Careington**
Promoting Health and Well-Being

Plan One: Free Rx Discount Plan

- Careington offers a state-of-the-art prescription discount program with our pharmacy benefit manager. County residents can print a free prescription card to use at almost any pharmacy nationwide.
- Price Sniper:
 - Our prescription drug program features a unique drug pricing tool that offers a real time drug price quote engine so consumers know in advance what their costs are.

Family Rate: \$0

- Marketing allowance for Counties:
Careington provides \$1.50 per eligible prescription.
- Proprietary, Real-time drug pricing.
- Online pharmacy search tool



Plan Two: MyCountyCares Dental Plan

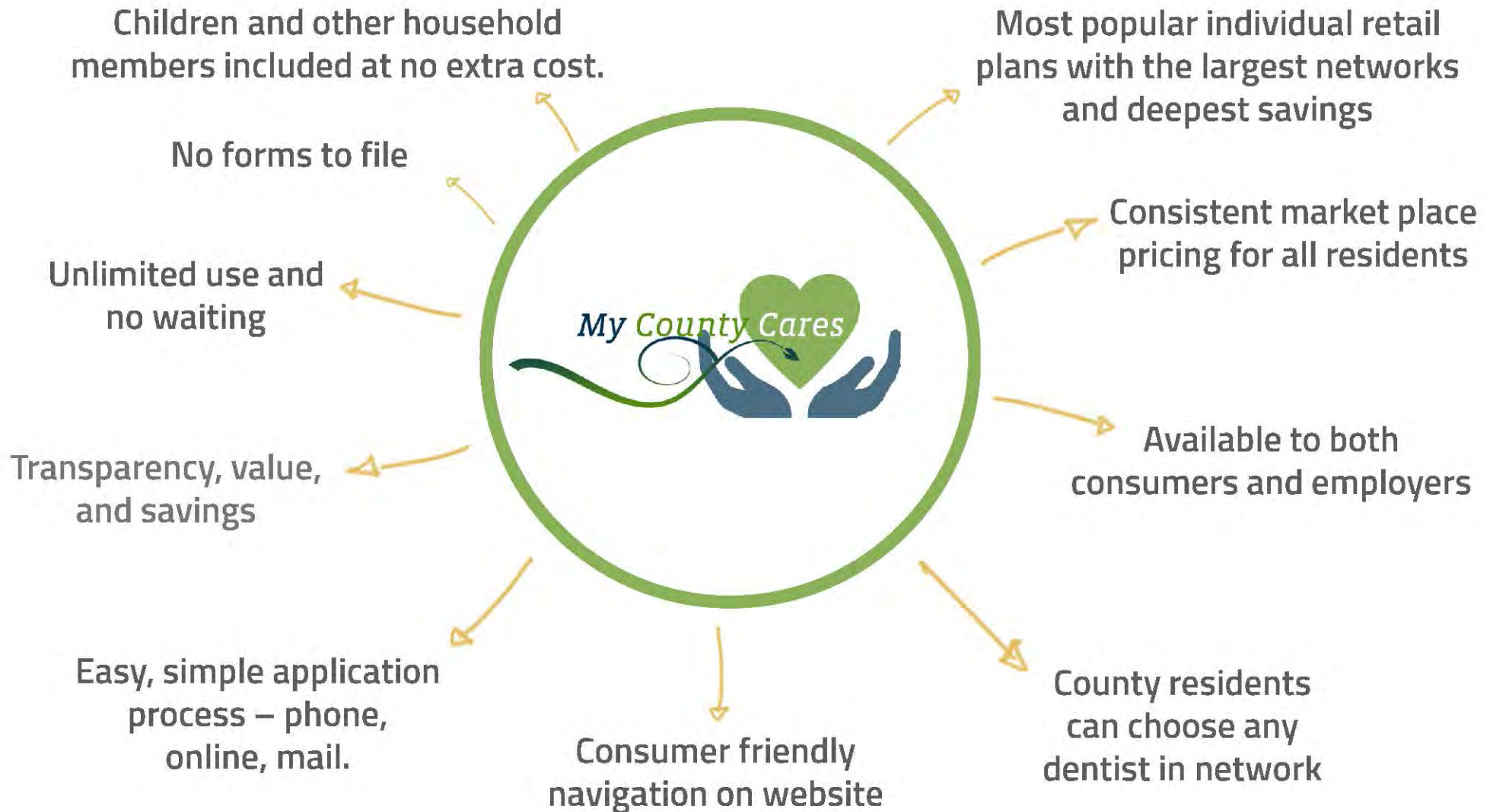
- Careington has negotiated savings with our national network of dental providers. Our dental fee schedules offer price transparency and real discounts.
- Marketing allowance for Counties: Careington provides 10% of revenues to participating counties

Rates	Monthly Cost	Annual Cost
Member Only	\$6.95	\$69.00
Family	\$8.95	\$79.00

^Includes a \$10 processing fee.

MyCountyCares Dental Plan

County residents have more dental options than ever with the largest national footprint of dental providers.



Overview of Network



Plan Features:

- Over 70,000 unique dentists – *largest discount dental network available.*
- Save 20% to 50% on most dental procedures including routine oral exams, unlimited cleanings and major work such as dentures, root canals and crowns.
- 20% savings on orthodontics including braces and retainers for children and adults.
- 20% reduction on specialist's normal fees. Specialties include: Endodontics, Oral Surgery, Pediatric Dentistry, Periodontics, and Prosthodontics where available.
- Cosmetic dentistry such as bonding and veneers also included.
- All dentists must meet highly selective credentialing standards based on education, background, license standing and other requirements.
- Members may visit any participating dentist on the plan and change providers at any time.

DENTAL SAMPLE SAVINGS CHART

Description	*Regular Cost	**Plan Cost	Savings \$	Savings %
Adult Cleaning	\$122	\$56	\$66	54%
Child Cleaning	\$84	\$41	\$43	52%
Routine Checkup	\$73	\$29	\$44	61%
Four Bitewing X-rays	\$80	\$37	\$43	54%
Composite (White) Filling Code	\$182	\$89	\$93	51%
Crown (porcelain fused to high noble metal)	\$1,317	\$710	\$607	46%
Complete Upper Denture	\$1,832	\$897	\$935	51%
Molar Root Canal	\$1,312	\$696	\$616	47%
Extraction (single tooth)	\$222	\$93	\$129	58%

* Regular cost is based on the national average of the 80th percentile usual and customary rates as detailed in the 2013 FairHealth Report in the Los Angeles, Orlando, Chicago and New York City metropolitan statistical areas.

** These fees represent the average of the assigned Careington Care Series & DenteMax fees in the Los Angeles, Orlando, Chicago and New York City metropolitan statistical areas.



Plan Three: The “One Card”

County residents are offered the opportunity to use a large selection of products included at no extra cost as value added components included with the Dental product.

- Vision, with VSP
- Lasik, with QualSight
- Labs, with Direct Labs
- Imaging, with US Imaging
- Health Screening, with LifeLine Screening
- Hearing, with HearPO
- Vitamins & Supplements, with Swanson
- Diabetes Management, with Global Total Health
- Pet Medications, with HMI
- Prescriptions, with Envision Rx

Rates	Monthly Cost	Annual Cost
Member Only	\$8.95	\$89.00
Family	\$9.95	\$99.00

^Includes a \$10 processing fee.

Posted at 7:30 p.m. on January 16, 2015

The "One Card" Vendor Highlights

Dental:

- **Maximum Care:** Over 70,000 unique dentists, and 5%-50% savings on most all procedures.

Additional Health Products:

- **Vision, with VSP** (over 65,000 providers): Savings of 20%-40% on eyewear.
- **Lasik, with QualSight:** Over 750 locations, and Savings of 40%-50%, with free consultation.
- **Labs, with Direct Labs:** Over 3,000 locations and Savings of 10%-80%.
- **Imaging, with US Imaging:** Over, 2,400 radiology locations, and Savings of 10%-60%.
- **Health Screening, with LifeLine Screening:** Savings on screening packages at deep discount.

The "One Card" Additional Health Products:

- **Hearing, with HearPO:** Over 3,200 locations. Savings of 40% on exams, and best price on hearing aids.
- **Vitamins & Supplements, with Swanson:** Savings of 10%, or best price match.
- **Diabetes Management, with Global Total Health:** Savings of 52% - 72% off retail cost of diabetic testing supplies.
- **Pet Medications, with HMI:** Savings of 20%-70% with delivery to your front door.
- **Prescriptions, with Envision--**savings between 15% to 60% on generic drugs and 15% to 25% on brand name drugs at over 60,000 participating pharmacies nationwide including Costco, Safeway, CVS, Duane Reade, Wal-Mart, Target, Walgreens and Rite Aid.



Proposed Revenue Sharing Detail



Membership fees:

Counties paid by Careington at 10% of fees.



One time \$10 processing fee (non-refundable)

Careington pays Counties \$3 per program sale.



Prescription Card Revenues

Careington pays County \$1.50 per eligible prescription



Careington Corporate History

Opened new
headquarters
in Frisco, TX



Co-Formed Consumer
Health Alliance, the discount
health care trade association

Began bundling dental with
other ancillary products
(vision, pharmacy, etc)

Sold DHMO to
focus on discount
health products and
administration

Recognized by
the State of Texas,
Secretary of State's
office, for jobs creation
and economic impact

Registered DMPO in
required states, licensed
insurance agency and TPA

First licensed
Dental HMO in
the state of Texas

Launched discount
fee-for-service
network

Careington
is founded

Over 9 Million Members

1979

1985

1992

1993

1996

2001

2002

2009

2011

Present

CLIENTS WE SERVE

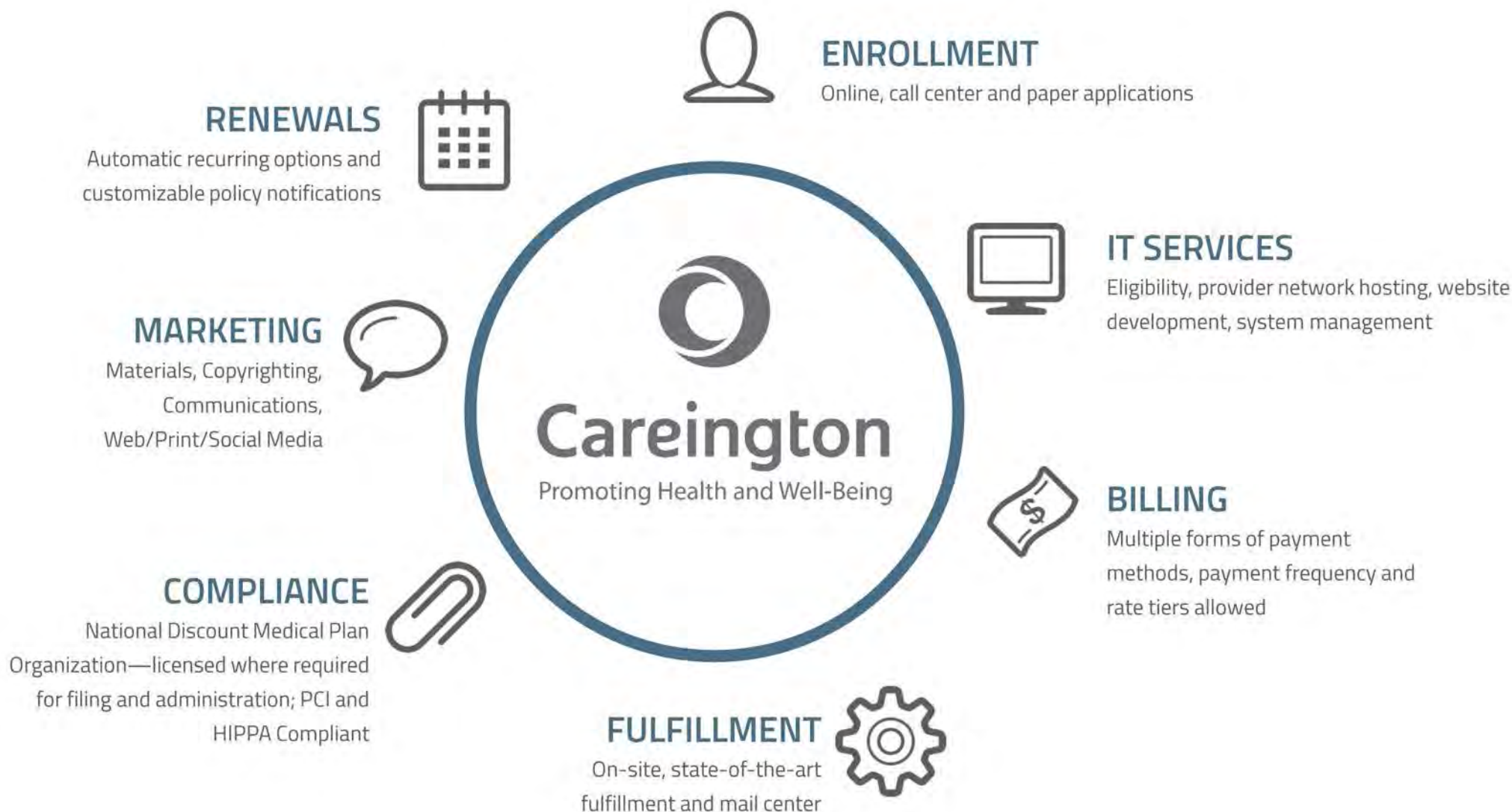




DMPO Plan Administration

- Careington is a licensed Discount Medical Plan Organization (DMPO) in 26 states as required.
- DMPO licensing gives Careington the ability to market and administer discount health products directly and through registered marketers.
- As a DMPO, Careington must hold the direct contracts with all of our vendors under contract.
- Careington is also a founding member company of the Consumer Health Alliance (CHA).

CAREINGTON'S ADMINISTRATIVE SOLUTIONS



Contact Information

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NACo PRESCRIPTION, HEALTH & DENTAL DISCOUNT PROGRAM

AN EXCLUSIVE PROGRAM FOR
NACo MEMBER COUNTIES

**Now featuring
Dental Discounts!**

PRESCRIPTION, HEALTH & DENTAL DISCOUNTS FOR COUNTY RESIDENTS

HOW THE PROGRAM WILL HELP YOUR RESIDENTS

The NACo Prescription, Health & Dental Discount Program provides county residents with access to prescription, health and dental discounts. These programs are not prescription, health or dental insurance but rather discounts for savings on treatments, procedures and supplies.

Participating counties must be part of the prescription program in order to offer either health or dental or both programs to their residents. Depending on what their county offers, residents can choose to participate in all three programs, or two or just one.

The programs are available free to NACo member counties to provide to their residents. CVS/caremark™ administers all three programs.

The Prescription Discount Program is free to residents. The Health and Dental Discount Programs are fee-based programs and residents can pay either a monthly or annual fee to obtain discounts and savings.

NACo PRESCRIPTION, HEALTH & DENTAL DISCOUNT PROGRAM FEES

NACo	MONTHLY INDV	MONTHLY FAMILY	ANNUAL INDV	ANNUAL FAMILY
Prescription	Free	Free	Free	Free
Health	\$6.95	\$8.95	\$69.00	\$79.00
Dental	\$6.95	\$8.95	\$69.00	\$79.00
Health + Dental	\$13.90	\$17.90	\$138.00	\$158.00

To learn more, go to **www.naco.org/health**,
call toll-free **1-888-407-6226** and ask for
membership or scan the QR code.









PRESCRIPTION DISCOUNT PROGRAM

The Prescription Discount Program helps residents who don't have insurance to save on their prescription purchases. But even residents who have insurance can use the discount card when their medications are not covered by their insurance plan.

SAVINGS	PROVIDER NETWORK
Save an average of 24% off the retail price of prescription medications.	More than 68,000 participating retail pharmacies nationwide, including the major chains and many independent pharmacies. Available for residents & their pets.

HEALTH DISCOUNT PROGRAM

NACo Health is an affordable choice for county residents who want to save on a wide range of health discounts including vision, hearing, diabetic supplies and more!

	SAVINGS	PROVIDER NETWORK
	VISION 35% off retail price of frames with purchase of complete pair. Discounts on other products and services in the program include exams, lenses, accessories, contact lenses & more.	More than 50,000 participating providers including LensCrafters®, Pearle Vision®, Nationwide Vision™, Target Optical®, and independent optometrists, ophthalmologists & opticians.
	HEARING 35% off hearing aid prices & complimentary screenings.	More than 2,500 participating locations.
	DIABETIC SUPPLIES Discounts on Prescription & OTC diabetic supplies.	More than 68,000 participating retail pharmacies available for residents & their pets.
	PREPAID LAB 20% to 70% off a wide variety of physician approved lab-testing services, with confidential results.	More than 4,000 participating service centers.
	PREPAID DIAGNOSTIC IMAGING 40% to 75% off MRI and CT scans.	More than 2,900 radiology centers nationwide.
	LASIK & PRK VISION 15% off retail prices or 5% off promotional pricing.	More than 550 participating locations.

DENTAL DISCOUNT PROGRAM

NACo Dental offers county residents discounted rates on virtually everything from routine check-ups, to fillings, crowns, braces and even cosmetic work.

PROCEDURES	SAVINGS	PROVIDER NETWORK
Routine and In-Depth Check-Ups Child and Adult Teeth Cleanings Bitewing and Full Mouth X-Rays Panoramic Films Composite Fillings (white) Root Canals Simple Extractions Full Upper Dentures	15% to 50% off most dental procedures. Pay entire discounted rate directly to participating dentist at the time of service. No deductibles. No benefit maximums.	110,000 general dentists and specialists. Immediate access to dental providers, no waiting periods or claim forms. No referrals necessary for specialty dental care discounts. No exclusions for pre-existing conditions or age limits.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #27

Leon County Board of County Commissioners

Cover Sheet for Agenda #27

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Board Actions Taken at the December 8, 2014 Annual Retreat and Approval of Revised Leon County Strategic Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Lead Staff/ Project Team:	Alan Rosenzweig, Deputy County Administrator Kim Dressel, Senior Assistant to the County Administrator

Fiscal Impact:

While this item has no fiscal impact, certain proposed Strategic Initiatives may have future financial impacts. The pursuit of such Strategic Initiatives' costs would be considered by the Board in the future. Inclusion of a Strategic Initiative within the Board's Strategic Plan does not commit the Board to future funding.

Staff Recommendation:

Option #1: Ratify the actions taken by the Board during its December 8, 2014 Annual Retreat, and approve the Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended (Attachment #1).

Report and Discussion

Background:

During the December 12, 2011 retreat, the Board initiated a two-year strategic planning process, which included identifying its Vision Statement, Core Values, Core Practices, and four Strategic Priorities which focused on the Economy, Environment, Quality of Life, and Governance. On December 13, 2011, the Board ratified the actions it had taken during the Board Retreat, and on February 28, 2012, the Board approved 84 Strategic Initiatives, which put those Strategic Priorities into action.

During the December 10, 2012 retreat, the Board refined its Vision Statement, some of its Strategic Priorities and Strategic Initiatives, and identified 25 new Strategic Initiatives. The updated Strategic Plan was adopted on January 29, 2013.

During the December 9, 2013 retreat, the Board adopted 15 more Strategic Initiatives, and transitioned to a five-year planning cycle. Leon County's FY 2012 – FY 2016 Strategic Plan, adopted on January 21, 2014, includes a total of 124 Strategic Initiatives.

On October 14, 2014, the Board approved the proposed agenda for the December 8, 2014 Board retreat.

Analysis:

Consistent with the Board's direction, the first part of the Board's December 8, 2014 retreat included the following discussions:

At the County Commission's invitation, Florida State University (FSU) President John Thrasher helped kick off the 2014 Board retreat by sharing his vision for the university and continuing the discussion with Leon County government regarding the Madison Mile Convention District redevelopment project. Leon County is working closely with FSU to determine the feasibility of partnering with FSU to include expanded convention center space as the centerpiece of the Madison Mile Convention District. Upon completion of the due diligence phase, this issue will be brought back to the Board for further consideration.

The Commissioners next discussed "Finding the Community's Common Ground" with Mr. Steve Seibert. Rather than focusing on processes and "white papers" to find common ground and solve problems, Mr. Seibert focused on a more introspective approach: personal ethics.

Commissioners then discussed four issues they asked to be placed on the day's agenda: mental health delivery in the community, the solid waste management facility, partnering to promote skilled workforce opportunities and the comprehensive plan.

During the remainder of the day, Commissioners focused on Leon County's 2012 – 2016 Strategic Plan by reviewing progress made with respect to its current Strategic Initiatives and identifying new initiatives for the upcoming year, all of which support and advance its Strategic Priorities. This process assures Commissioners have continued consensus and staff have clear direction as to the execution of the Board's priorities.

- **Strategic Initiatives Status Report:** During the retreat, the County Administrator provided highlights of the Strategic Initiatives Status Report, which was included in the retreat materials. He noted that, of the 124 Strategic Initiatives currently approved by the Board, 108 (87%) were completed and 110 (89%) are anticipated to be completed by the end of December. The County Administrator noted that categorizing a Strategic Initiative as completed does not necessarily mean that work is completed. Rather, the completion of a Strategic Initiative often leads to an ongoing program and ongoing support.
- **New Strategic Initiatives:** The following reflects staff's attempt to capture the intent of the new Strategic Initiatives the Board approved during the December 8, 2014 retreat. Additionally, these new initiatives are reflected in the Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended, with changes identified in strike through underline format (Attachment #1) and in final format (Attachment #2). The 12 new Strategic Initiatives are highlighted in light blue in Attachment #1.
 1. Provide an early budget discussion item regarding primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the local criminal justice system. (Q3, G2)
 2. Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts: a complete closure of the landfill; re-direct all Class I Solid Waste from the Transfer Station to the landfill; and a hybrid solution that includes both Class I Solid Waste disposal at the landfill and through the Transfer Station. (G5, Q1, EN4)
 3. Evaluate and identify the projected unmet local market for middle-skill job opportunities. (EC2, EC6)
 4. Based upon the projected unmet local market for middle-skill jobs, and with Board approval, collaborate with community and regional partners to host a new "Leon Works" exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities. (EC2, EC6)
 5. Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan. (Q6, Q7)
 6. Reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability. (G1)
 7. Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining. (G1)
 8. Protect the rural character of our Rural Land use category. (Q6, Q7)
 9. Develop a Leon County "Crisis Management Communication Plan." (Q2)
 10. Work with the City of Tallahassee and Blueprint to implement the Sales Tax extension, including the Economic Development portion. (EC1, G5)
 11. Identify projects that may be advance-funded as part of the Sales Tax extension. (EC1, G5)

12. Coordinate efforts, with institutions of higher learning and other partners, to support local entrepreneurs. (EC3)

The Board additionally identified the following action items during the retreat:

1. Prepare a budget discussion item, for the FY 2015/16 budget, which evaluates the establishment of a health care district or office of health care administration.
2. Prepare an agenda item to consider adding a Florida State University representative to the Educational Facility Authority.
3. Prepare an agenda item to update the sidewalk priority list.
4. Prepare an agenda item which identifies options for evaluating the success of the Capital City Amphitheater at Cascades Park concert series, and considers providing supplemental funding through TDC revenue for main event concerts.
5. Identify opportunities to partner with the City of Tallahassee regarding early childhood healthcare issues.
6. Identify opportunities to welcome scientists who are visiting Tallahassee-Leon.
7. Identify opportunities to support local university efforts to stabilize or increase Public Education Capital Outlay (PECO) and Communication Services Tax (CST) revenue.
8. Amend the Strategic Plan, as applicable, so that the same terminology is consistently utilized throughout the plan to refer to the Leon County Research and Development Authority and Innovation Park (the amended term “Leon County Research Development Authority at Innovation Park” is proposed for use in the Strategic Plan, and is highlighted in yellow in Attachment #1).
9. Provide support to Commissioner Desloge’s NACO presidency, including the 3-day delegate meeting planned for Tallahassee in December 2016.

Upon receipt of the Board’s approval of the amended Strategic Plan, staff will finalize it for publication, and have it printed and distributed.

Options:

1. Ratify the actions taken by the Board during its December 8, 2014 Annual Retreat, and approve the Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended.
2. Do not ratify the actions taken by the Board during its December 8, 2014 Annual Retreat, and do not approve the Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended, with changes identified in strike through underline format
2. Proposed Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended, with proposed changes accepted



LEON COUNTY BOARD OF COUNTY COMMISSIONERS

STRATEGIC PLAN

FY 2012 – FY 2016

Vision

As home to Florida's capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community's precious resources, the catalyst for engaging citizens, community, business and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals.

Core Values

We are unalterably committed to demonstrating and being accountable for the following core organizational values, which form the foundation for our people focused, performance driven culture:

- **Service**
- **Relevance**
- **Integrity**
- **Accountability**
- **Respect**
- **Collaboration**
- **Stewardship**
- **Performance**
- **Transparency**
- **Vision**



Strategic Priorities and Initiatives

Strategic Priority - Economy - *To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy. (EC)*

- (EC1) - Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (2012)
- (EC2) - Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- (EC3) - Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including: the **Leon County Research and Development Authority and Innovation Park**. (2012) (rev. 2015)
- (EC4) - Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (2012)
- (EC5) - Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (2012)
- (EC6) - Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (2012)
- (EC7) - Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (2013)

Strategic Initiatives – Economy

- (EC1, G3, G5) - Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee (2012)
- (EC1, G3, G5) - Develop a proposed economic development component for the Sales Tax extension being considered (2013)
- (EC1, G5) – Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County (2014)
- (EC1, G5) – Ensure projects being considered for funding associated with the infrastructure Sales Tax extension address core infrastructure deficiencies in rural areas (2014)
- (EC1, G5) - Work with the City of Tallahassee and Blueprint to implement the Sales Tax extension, including the Economic Development portion (2015)
- (EC1, G5) - Identify projects that may be advance-funded as part of the Sales Tax extension (2015)
- Implement strategies that encourage highest quality sustainable development, business expansion and redevelopment opportunities, including:
 - (E2) - Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity (rev. 2013);
 - (EC2) - Consider policy to encourage redevelopment of vacant commercial properties (2012); and
 - (EC2) - Consider policy to continue suspension of fees for environmental permit extensions (2012)
- Implement strategies that support business expansion and job creation, including:
 - (EC2) - Evaluate start-up of small business lending guarantee program (2012);
 - (EC2) - Identify local regulations that may be modified to enhance business development;
 - (EC2) - Implement Leon County 2012 Job Creation Plan (2012); ~~and~~
 - (EC2) - Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors (2014);
 - (EC2, EC6) - Evaluate and identify the projected unmet local market for middle-skill job opportunities (2015); and
 - (EC2, EC6) - Based upon the projected unmet local market for middle-skill jobs, and with Board approval, collaborate with community and regional partners to host a new “Leon Works” exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities (2015)

- (EC2, EC3) - Implement strategies to support **the Leon County Research and Development Authority at Innovation Park** and promote commercialization and technology transfer, including being a catalyst for a stakeholder's forum (2012) (rev. 2015)
- (EC3) - Coordinate efforts, with institutions of higher learning and other partners, to support local entrepreneurs (2015)
- Implement strategies that promote the region as a year round destination, including:
 - (EC4, Q1, Q4) - Evaluate competitive sports complex with the engagement of partners such as KCCI (2012);
 - (EC4) - Support VIVA FLORIDA 500 (2012);
 - (EC4) - Develop Capital Cuisine Restaurant Week (2012);
 - (EC4) - Support Choose Tallahassee initiative (2012); and
 - (EC4, Q1) - Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (2014)
- Implement strategies that assist local veterans, including:
 - (EC5) - Hold "Operation Thank You!" celebration annually for veterans and service members (rev. 2013);
 - (EC5, EC6) - Develop job search kiosk for veterans (2012);
 - (EC5, EC6, Q3) - Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans (2012); and
 - (EC5, EC6, Q3) - Consider policy to waive EMS fees for uninsured or underinsured veterans (2012)
- (E6, Q2) - Implement strategies to promote work readiness and employment, including: provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners (2012)
- (EC7) - Extend the term of Leon County's Local Preference Ordinance (2013)
- (EC1, EC4) - Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration (2014)
- (EC1, Q6, Q7) – Support sector planning for the area surrounding Veterans Affairs' outpatient clinic (2014)
- (EC1, Q6, Q7) – Engage in a needs assessment for the Bradfordville Study Area (2014)

Ongoing Support (Highlights) – Economy

- (EC1, Q2) - Develop and maintain County transportation systems, including roads, bike lanes, sidewalks, trails, and rights-of-way (2012)
- (EC2, G2) - Implement Department of Development Support & Environmental Management Project Manager, and dual track review and approval process (2012)
- (EC2) - Partner with and support the Economic Development Council, Qualified Targeted Industry program, Targeted Business Industry program, and Frenchtown/Southside and Downtown Redevelopment Areas (2012)
- (EC3) - Support and consider recommendations of Town and Gown Relations Project (2012)
- (EC4) - Promote region as a year round destination through the Fall Frenzy Campaign, and by identifying niche markets (2012)
- (EC5, EC6, Q3) - Collaborate with United Vets and attend monthly coordinating meetings, support Honor Flights, provide grants to active duty veterans, assist veterans with benefits claims, provide veterans hiring preference, waive building permit fees for disabled veterans, and fund Veterans Day Parade as a partner with V.E.T., Inc. (2012)
- (EC6, G3) - Provide internships, Volunteer LEON Matchmaking, Summer Youth Training program, 4-H programs, EMS Ride-Alongs, and enter into agreements with NFCC and TCC which establish internship programs at EMS for EMS Technology students (2012)

Strategic Priority - Environment - *To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)*

- (EN1) - Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013)
- (EN2) - Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (2012)
- (EN3)- Educate citizens and partner with community organizations to promote sustainable practices. (2012)
- (EN4) - Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (2012)

Strategic Initiatives - Environment

- Implement strategies that protect the environment and promote orderly growth, including:
 - (EN1, EN2) - Develop Countywide Minimum Environmental Standards (2012);
 - (EN1, EN2) - Develop minimum natural area and habitat management plan guidelines (2012);
 - (EN1, EN2, Q9) - Integrate low impact development practices into the development review process (2012);
 - (EN1, EN2) - Consider mobility fee to replace the concurrency management system (2012);
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes (2012) ;
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for new construction (2013); and
 - (EN1, EN2, G2) - Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)
- (EN1, EN2) - Implement strategies to protect natural beauty and the environment, including: update 100-year floodplain data in GIS based on site-specific analysis received during the development review process (2012)
- Implement strategies which plan for environmentally sound growth in the Woodville Rural Community, including:
 - (EN1, Q5) - Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension (2012); and
 - (EN1, EN2, Q5) - Promote concentrated commercial development in Woodville (2012)
- Continue to work with regional partners to develop strategies to further reduce nitrogen load to Wakulla Springs, including:
 - (EN1, EC4) - Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report (2012); and
 - (EN1) - Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County (2013)
- Implement strategies to promote renewable energy and sustainable practices, including:
 - (EN4) - Complete construction of Leon County Cooperative Extension net-zero energy building (2012);
 - (EN2, EN3, EN4) - Pursue opportunities to fully implement a commercial and residential PACE program (2012);
 - (EN3, Q5, EC6) - Consider policy for supporting new and existing community gardens on County property and throughout the County (2012);
 - (EN3, Q5, EC6) - Expand the community gardens program (2013);
 - (EN4, G5) - Develop energy reduction master plan (2012); and
 - (EN4) - Further develop clean - green fleet initiatives, including compressed natural gas (rev. 2013)
- Develop and implement strategies for 75% recycling goal by 2020, including:
 - (EN4) - Evaluate Waste Composition Study (2012);
 - (EN4) - Identify alternative disposal options (2012);
 - (EN4) - Explore renewable energy opportunities at Solid Waste Management Facility (rev. 2013); and
 - (EN4) - Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (2013)

Ongoing Support (Highlights) – Environment

- (EN1) - Develop and maintain County stormwater conveyance system, including enclosed systems, major drainage ways, stormwater facilities, and rights-of-way (2012)
- (EN1, EN3) - Provide Greenspace Reservation Area Credit Exchange (GRACE) (2012)
- (EN2) - Provide canopy road protections (2012)
- (EN1, EN4) - Provide Adopt-A-Tree program (2012)
- (EN1, EN3) - Provide hazardous waste collection (2012)
- (EN) - Provide water quality testing (2012)
- (EN1) - Implement the fertilizer ordinance (2012)
- (EN3) - Provide state landscaping and pesticide certifications (2012)
- (EN3) - Conduct Leon County Sustainable Communities Summit (2012)

DRAFT

Strategic Priority - Quality of Life - *To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)*

- (Q1) - Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (rev. 2013)
- (Q2) - Provide essential public safety infrastructure and services which ensure the safety of the entire community. (2012)
- (Q3) - Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (rev. 2013)
- (Q4) - Enhance and support amenities that provide social offerings for residents and visitors of all ages. (rev. 2013)
- (Q5) - Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (2012)
- (Q6) - Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (2012)
- (Q7) - Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (2012)
- (Q8) - Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning. (2013)
- (Q9) - Support the development of stormwater retention ponds that are aesthetically pleasing to the public and located in a manner that protects strong neighborhoods. (2013)

Strategic Initiatives - Quality of Life

- Implement strategies through the library system which enhance education and address the general public's information needs, including:
 - (Q8, EC1, EC6) - Complete construction of the expanded Lake Jackson Branch Library and new community center (2012); and
 - (Q8, EC1, EC6) - Relocate services into the expanded facility (2012)
- Implement strategies which advance parks, greenways, recreational offerings, including:
 - (Q1, EC1, EC4) - Explore extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette (2012);
 - (Q1, EC1, EC4) - Update Greenways Master Plan (2012);
 - (Q1, EC1, EC4) - Develop Miccosukee Greenway Management Plan (2012); and
 - (Q1, EC1, EC4) - Develop Alford Greenway Management Plan (2012)
- Expand recreational amenities, including:
 - (Q1, Q5, EC1, EC4) - Complete construction of Miccosukee ball fields (2012);
 - (Q1, EC1, EC4) - Continue to plan acquisition and development of a North East Park (2012);
 - (Q1, EC1, EC4) - Develop Apalachee Facility master plan to accommodate year-round events (rev. 2013);
 - (Q1, Q5, EC1, EC4) - Continue to develop parks and greenways consistent with management plans including Okecheepkee Prairie Park, Fred George Park and St. Marks Headwater Greenway (2012);
 - (Q1, EC1) - In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields (2013); and
- (Q4) - Further establish community partnerships for youth sports development programs (2014) (Q1, EC1, Q9) - Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative (2012)
- Provide essential public safety infrastructure and services, including:
 - (Q2, EC2) - Complete construction of Public Safety Complex (2012);
 - (Q2) - Consolidate dispatch functions (2012); and
 - (Q2) - Successfully open the Public Safety Complex (2013); and
 - (Q2) – Develop a Leon County “Crisis Management Communication Plan” (2015)
- (Q1, Q2) - Implement strategies to improve medical outcomes and survival rates, and to prevent injuries, including: continue to pursue funding for community paramedic telemedicine (2012) (rev. 2014)
- Implement strategies to maintain and develop programs and partnerships to ensure community safety and health, including:

- (Q2, Q3) - Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership, and in ASPCA ID ME Grant (2012);
- (Q3) - Implement procedures for residents to take full advantage of the NACO Dental Card program (2013); ~~and~~
- (Q3) - Consider establishing a Domestic Partnership Registry (2013); ~~and~~
- (Q3, G2) - Provide an early budget discussion item regarding primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the local criminal justice system (2015)
- Implement strategies that support amenities which provide social offerings, including:
 - (Q4, EC1, EC4) - Consider constructing Cascade Park amphitheatre, in partnership with KCCI (2012);
 - (Q4, EC4) - Consider programming Cascade Park amphitheatre (2012);
 - (Q4) – Work with the city to celebrate the opening of Cascades Park (2014);
 - (Q4) - Develop unified special event permit process (2012); and
 - (Q4, EC4, G5) - Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA (2012)
- (Q6) - Implement strategies to promote homeownership and safe housing, including: consider property registration for abandoned real property (2012)
- Implement strategies that preserve neighborhoods and create connectedness and livability, including:
 - (Q6, 7) - Implement design studio (2012);
 - (Q6, Q7) - Implement visioning team (2012);
 - (Q6, Q7) - Develop performance level design standards for Activity Centers (2012);
 - (Q6) - Revise Historic Preservation District Designation Ordinance (2012);
 - (Q6, Q7) - Develop design standards requiring interconnectivity for pedestrians and non-vehicular access (2012);
 - (Q7) - Develop bike route system (2012);
 - (Q7) - Establish Bicycle & Pedestrian Advisory Committee (2012);
 - (Q6, Q7) - Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding (2013);
 - (Q1, Q5, EC1, EC4) - Expand, connect and promote “Trailhassee” and the regional trail system (2013);
 - ~~(Q7, EC1) - Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters (2013); ~~and~~~~
 - (Q1, EC4) - Focus on improving Leon County’s ranking as a bicycle friendly community (2014);
 - (Q6, Q7) - Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan (2015);
and
 - (Q6, Q7) - Protect the rural character of our Rural Land use category. (2015)
- (Q4) - Seek community involvement with the VIVA FLORIDA 500 Time Capsule (2013)
- (Q4, EC1, EC4) - Institute a Sense of Place initiative for the fairgrounds (2014)

Ongoing Support (Highlights) – Quality of Life

- (Q1, Q9, EC1, EC6) - Maintain a high quality of offerings through the library system, including public access to books, media, digital resources, computers, Internet, reference resources, targeted programming, mobile library, and literacy training (2012)
- (Q2) - Fund Sheriff's operations, consisting of law enforcement, corrections, emergency management, and enhanced 9-1-1 (2012)
- (Q2) - Implement alternatives to incarceration (2012)
- (Q2) - Initiate county resources as part of emergency response activation (2012)
- (Q2) - Provide, support and deploy the geographic information system, integrated Justice Information System, Jail Management system, case management and work release management information systems for Probation, Supervised Pretrial Release and the Sheriff's Office, and the pawnshop network system (2012)
- (Q2, G5) - Provide for information systems disaster recovery and business continuity (2012)
- (Q2, Q3) - Provide Emergency Medical Services (2012)
- (Q2, Q3) - Support programs which advocate for AED's in public spaces (2012)
- (Q2, Q3) - Provide community risk reduction programs (such as AED/CPR training) (2012)
- (Q3) - Support Community Human Services Partnerships (CHSP) (2012)
- (Q3) - Support Leon County Health Departments (2012)
- (Q3) - Support CareNet (2012)
- (Q3) - Support DOH's Closing the Gap grant (including "Year of the Healthy Infant II" campaign, and Campaign for Healthy Babies) (2012)
- (Q3) - Maintain oversight of state-mandated programs, such as Medicaid and Indigent Burial, to ensure accountability and compliance with state regulations (2012)
- (Q3, EC6) - Educate at risk families to build healthy lives through the Expanded Food and Nutrition Education Program and other family community programs (2012)
- (Q3) - Support of Regional Trauma Center (2012)
- (Q3, G5) - Leverage grant opportunities with community partners (2012)
- (Q3) - Support of Palmer Monroe Teen Center in partnership with the City (2012)
- (Q3) - Provide targeted programs for Seniors (2012)
- (Q6) - Provide foreclosure prevention counseling and assistance (2012)
- (Q6) - Provide first time homebuyer assistance (2012)

Strategic Priority - Governance - *To be a model local government which our citizens trust and to which other local governments aspire. (G)*

- (G1) - Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (rev. 2013)
- (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (2012)
- (G3) - Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (2012)
- (G4) - Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (2012)
- (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (2012)

Strategic Initiatives – Governance

- Implement strategies which promote access, transparency, and accountability, including:
 - (G1) - Explore providing On Demand – Get Local videos (2012);
 - (G1) - Explore posting URL on County vehicles (2012); ~~and~~
 - (G1) - Instill Core Practices through: providing Customer Engagement training for all County employees, revising employee orientation, and revising employee evaluation processes (2012);
 - (G1) - Reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability (2015); and
 - (G1) - Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining (2015)
- Implement strategies to gain efficiencies or enhance services, including:
 - (G2) - Conduct LEADS Reviews (2012);
 - (G2) - Develop and update Strategic Plans (2012); and
 - (G5) - Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (2013)
- Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including:
 - (G2) - Develop process by which the public may electronically file legal documents related to development review and permitting (2012);
 - (G2) - Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self-service (2012);
 - (G2, EN4) - Investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive County permits via the internet (2012);
 - (G2, EN4) - Institute financial self-service module, document management, and expanded web-based capabilities in Banner system (2012);
 - (G5) - Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments (2013); and
 - (G5) - Periodically convene community leadership meetings to discuss opportunities for improvement (2013)
- (G2) - Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects (2012)
- Implement strategies to further engage citizens, including:
 - (G3) - Develop and offer Citizens Engagement Series (2012);
 - (G3) - Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (2013);
 - (G3) – Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with the Village Square, which would be renewable after one year (2014); and
 - (G1, G3) - Expand opportunities for increased media and citizen outreach to promote Leon County (2013).
- (G4) - Implement healthy workplace initiatives, including: evaluate options for value-based benefit design (2012)

- Implement strategies to retain and attract a highly skilled, diverse and innovative workforce, which exemplifies the County's Core Practices, including:
 - (G4) - Revise employee awards and recognition program (2012);
 - (G4) - Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees (2012); and
- (G4, G1) - Pursue Public Works' American Public Works Association (APWA) accreditation (2012)
- Implement strategies which ensure responsible stewardship of County resources, including:
 - (G5) - Revise program performance evaluation and benchmarking (2012);
 - (G5) - Identify opportunities whereby vacant, unutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens (2013);
 - (G5) - Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (2013);
 - (G5, EC1) – Create a capital projects priority list for the fifth-cent gas tax (program) (2014);
 - (G5) – Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility (2014); ~~and~~
 - (G1) - Pursue expansion for whistleblower notification (2013); ~~and~~
 - (G5, Q1, EN4) - Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts: a complete closure of the landfill; re-direct all Class I Solid Waste from the Transfer Station to the landfill; and a hybrid solution that includes both Class I Solid Waste disposal at the landfill and through the Transfer Station (2015)-
- Implement strategies to maximize grant funding opportunities, including:
 - (G5) - Institute Grants Team (2012); and
 - (G5) - Develop and institute an integrated grant application structure (2012)
- (G5) - Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors (2013)
- (G2) - Pursue Sister County relationships with Prince George's County, Maryland and Montgomery County, Maryland (2013)

Ongoing Support (Highlights) – Governance

- (G1) - Develop and deploy website enhancements (2012)
- (G1) - Provide and expand online services, such as Customer Connect, Your Checkbook, and Board agenda materials (2012)
- (G1) - Provide televised and online Board meetings in partnership with Comcast (2012)
- (G1, G2, G5) - Provide technology and telecommunications products, services and support necessary for sound management, accessibility, and delivery of effective, efficient services, including maintaining financial database system with interfaces to other systems (2012)
- (G3) - Organize and support advisory committees (2012)
- (G4) - Support and expand Wellness Works! (2012)
- (G4, Q2) - Maintain a work environment free from influence of alcohol and controlled illegal substances through measures including drug and alcohol testing (2012)
- (G4) - Support employee Safety Committee (2012)
- (G4) - Conduct monthly Let's Talk "brown bag" meetings with cross sections of Board employees and the County Administrator (2012)
- (G1, G2, G4) -Utilize LEADS Teams to engage employees, gain efficiencies or enhance services, such as: the Wellness Team, Safety Committee Team, Citizen Engagement Series Team, HR Policy Review & Development Team, Work Areas' Strategic Planning Teams (2012)
- (G5) - Prepare and broadly distribute the Annual Report (2012)
- (G5) - Conduct management reviews (2012)
- (G5) - Provide and enhance procurement services and asset control (2012)

- (G5) - Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts (2012)

DRAFT

Core Practices

Core Practices put our Core Values in action. Leon County employees are committed to the following Core Practices:

- **Delivering the “Wow” factor in Customer Service.** Employees deliver exemplary service with pride, passion and determination; anticipating and solving problems in “real time” and exceeding customer expectations. Customers know that they are the reason we are here.
- **Connecting with Citizens.** Employees go beyond customer service to community relevance, engaging citizens as stakeholders in the community’s success. Citizens know that they are part of the bigger cause.
- **Demonstrating Highest Standards of Public Service.** Employees adhere to the highest standards of ethical behavior, avoid circumstances that create even an appearance of impropriety and carry out the public’s business in a manner which upholds the public trust. Citizens know that we are on their side.
- **Accepting Accountability.** Employees are individually and collectively accountable for their performance, adapt to changing conditions and relentlessly pursue excellence beyond the current standard, while maintaining our core values.
- **Exhibiting Respect.** Employees exercise respect for citizens, community partners and each other.
- **Employing Team Approach.** Employees work together to produce bigger and better ideas to seize the opportunities and to address the problems which face our community.
- **Exercising Responsible Stewardship of the Community’s Resources.** Employees engage in the continuous effort to create and sustain a place which attracts talent, fosters economic opportunity and offers an unmatched quality of life, demonstrating performance, value and results for our citizenry.
- **Living our “People Focused, Performance Driven” Culture.** Employees have a structure in place to live all of this as our organizational culture and are empowered to help the people they serve.

Adopted: February 28, 2012

Revised: January 29, 2013

Revised: January 21, 2014

Revised: January 27, 2015

FOR MORE INFORMATION ONLINE, VISIT:
www.LeonCountyFL.gov



LEON COUNTY BOARD OF COUNTY COMMISSIONERS

STRATEGIC PLAN

FY 2012 - FY 2016

Vision

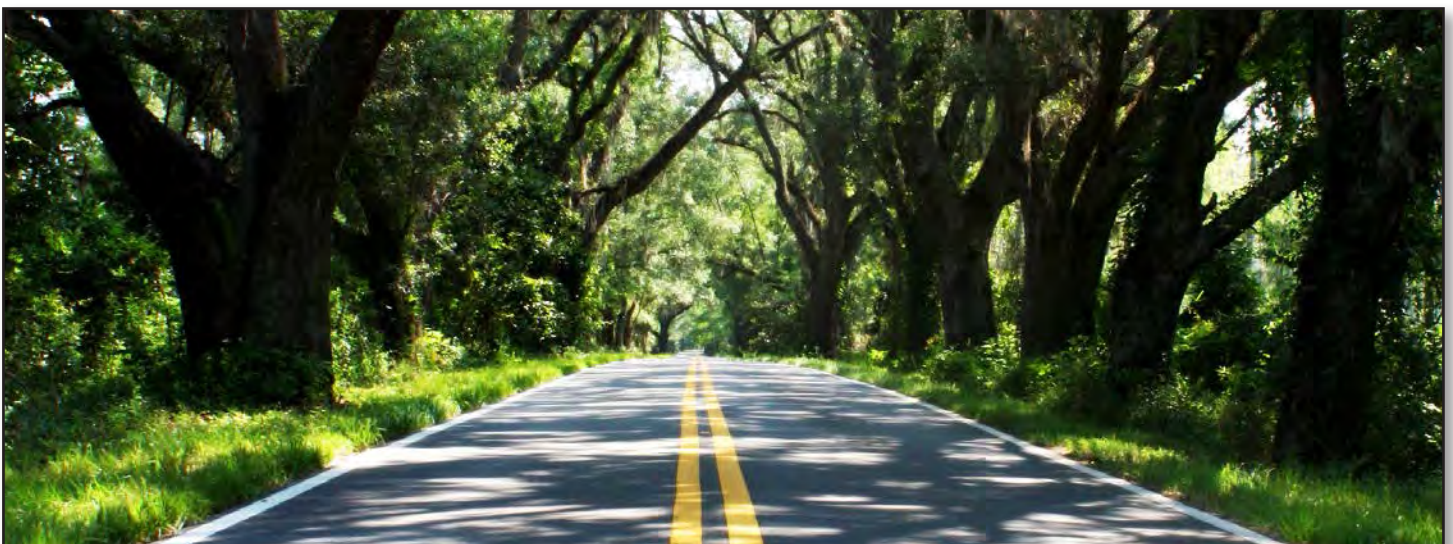
As home to Florida's capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community's precious resources, the catalyst for engaging citizens, community, business and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals.

Core Values

We are unalterably committed to demonstrating and being accountable for the following core organizational values, which form the foundation for our people focused, performance driven culture:

SERVICE
RELEVANCE
INTEGRITY
ACCOUNTABILITY
RESPECT

COLLABORATION
STEWARDSHIP
PERFORMANCE
TRANSPARENCY
VISION



Strategic Priority - Economy

To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy. (EC)

- ▶ (EC1) - Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (2012)
- ▶ (EC2) - Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- ▶ (EC3) - Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority at Innovation Park. (2012) (rev. 2015)
- ▶ (EC4) - Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (2012)
- ▶ (EC5) - Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (2012)
- ▶ (EC6) - Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (2012)
- ▶ (EC7) - Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (2013)

Strategic Initiatives - Economy

- (EC1, G3, G5) - Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee (2012)
- (EC1, G3, G5) - Develop a proposed economic development component for the Sales Tax extension being considered (2013)
- (EC1, G5) - Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County (2014)
- (EC1, G5) - Ensure projects being considered for funding associated with the infrastructure Sales Tax extension address core infrastructure deficiencies in rural areas (2014)
- (EC1, G5) - Work with the City of Tallahassee and Blueprint to implement the Sales Tax extension, including the Economic Development portion (2015)
- (EC1, G5) - Identify projects that may be advance-funded as part of the Sales Tax extension (2015)
- Implement strategies that encourage highest quality sustainable development, business expansion and redevelopment opportunities, including:
 - (E2) - Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity (rev. 2013);
 - (EC2) - Consider policy to encourage redevelopment of vacant commercial properties (2012); and
 - (EC2) - Consider policy to continue suspension of fees for environmental permit extensions (2012)
- Implement strategies that support business expansion and job creation, including:
 - (EC2) - Evaluate start-up of small business lending guarantee program (2012);
 - (EC2) - Identify local regulations that may be modified to enhance business development;
 - (EC2) - Implement Leon County 2012 Job Creation Plan (2012);
 - (EC2) - Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors (2014);
 - (EC2, EC6) - Evaluate and identify the projected unmet local market for middle-skill job opportunities (2015); and



Cascades Park

- (EC2, EC6) - Based upon the projected unmet local market for middle-skill jobs, and with Board approval, collaborate with community and regional partners to host a new “Leon Works” exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities (2015)
- (EC2, EC3) - Implement strategies to support the Leon County Research and Development Authority at Innovation Park and promote commercialization and technology transfer, including being a catalyst for a stakeholder’s forum (2012) (rev. 2015)
- (EC3) - Coordinate efforts, with institutions of higher learning and other partners, to support local entrepreneurs (2015)
- Implement strategies that promote the region as a year round destination, including:
 - (EC4, Q1, Q4) - Evaluate competitive sports complex with the engagement of partners such as KCCI (2012);
 - (EC4) - Support VIVA FLORIDA 500 (2012);
 - (EC4) - Support Choose Tallahassee initiative (2012); and
 - (EC4, Q1) - Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (2014)
- Implement strategies that assist local veterans, including:
 - (EC5) - Hold “Operation Thank You!” celebration annually for veterans and service members (rev. 2013);
 - (EC5, EC6) - Develop job search kiosk for veterans (2012);
 - (EC5, EC6, Q3) - Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans (2012); and
 - (EC5, EC6, Q3) - Consider policy to waive EMS fees for uninsured or underinsured veterans (2012)
- (E6, Q2) - Implement strategies to promote work readiness and employment, including: provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners (2012)
- (EC7) - Extend the term of Leon County’s Local Preference Ordinance (2013)
- (EC1, EC4) - Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County’s financial and programming roles and participation for future Board consideration (2014)
- (EC1, Q6, Q7) - Support sector planning for the area surrounding Veterans Affairs’ outpatient clinic (2014)
- (EC1, Q6, Q7) - Engage in a needs assessment for the Bradfordville Study Area (2014)

Ongoing Support (Highlights) – Economy

- (EC1, Q2) - Develop and maintain County transportation systems, including roads, bike lanes, sidewalks, trails, and rights-of-way (2012)
- (EC2, G2) - Implement Department of Development Support & Environmental Management Project Manager, and dual track review and approval process (2012)



Domi Station's Grand Opening



College Town Grand Opening

- (EC2) - Partner with and support the Economic Development Council, Qualified Targeted Industry program, Targeted Business Industry program, and Frenchtown/Southside and Downtown Redevelopment Areas (2012)
- (EC3) - Support and consider recommendations of Town and Gown Relations Project (2012)
- (EC4) - Promote region as a year round destination through the Fall Frenzy Campaign, and by identifying niche markets (2012)
- (EC5, EC6, Q3) - Collaborate with United Vets and attend monthly coordinating meetings, support Honor Flights, provide grants to active duty veterans, assist veterans with benefits claims, provide veterans hiring preference, waive building permit fees for disabled veterans, and fund Veterans Day Parade as a partner with V.E.T., Inc. (2012)
- (EC6, G3) - Provide internships, Volunteer LEON Matchmaking, Summer Youth Training program, 4-H programs, EMS Ride-Alongs, and enter into agreements with NFCC and TCC which establish internship programs at EMS for EMS Technology students (2012)



Veterans Resource Center

Strategic Priority - Environment

To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)

- ▶ (EN1) - Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013)
- ▶ (EN2) - Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (2012)
- ▶ (EN3)- Educate citizens and partner with community organizations to promote sustainable practices. (2012)
- ▶ (EN4) - Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (2012)

Strategic Initiatives - Environment

- Implement strategies that protect the environment and promote orderly growth, including:
 - (EN1, EN2) - Develop Countywide Minimum Environmental Standards (2012);
 - (EN1, EN2) - Develop minimum natural area and habitat management plan guidelines (2012);
 - (EN1, EN2,Q9) - Integrate low impact development practices into the development review process (2012);
 - (EN1, EN2) - Consider mobility fee to replace the concurrency management system (2012);
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes (2012) ;
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for new construction (2013); and
 - (EN1, EN2, G2) - Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)
- (EN1, EN2) - Implement strategies to protect natural beauty and the environment, including: update 100-year floodplain data in GIS based on site-specific analysis received during the development review process (2012)
- Implement strategies which plan for environmentally sound growth in the Woodville Rural Community, including:
 - (EN1, Q5) - Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension (2012); and



Leon County 4-H Horticulture Club

- (EN1, EN2, Q5) - Promote concentrated commercial development in Woodville (2012)
- Continue to work with regional partners to develop strategies to further reduce nitrogen load to Wakulla Springs, including:
 - (EN1, EC4) - Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report (2012); and
 - (EN1) - Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County (2013)
- Implement strategies to promote renewable energy and sustainable practices, including:
 - (EN4) - Complete construction of Leon County Cooperative Extension net-zero energy building (2012);
 - (EN2, EN3, EN4) - Pursue opportunities to fully implement a commercial and residential PACE program (2012);
 - (EN3, Q5, EC6) - Consider policy for supporting new and existing community gardens on County property and throughout the County (2012);
 - (EN3, Q5, EC6) - Expand the community gardens program (2013);
 - (EN4, G5) - Develop energy reduction master plan (2012); and
 - (EN4) - Further develop clean - green fleet initiatives, including compressed natural gas (rev. 2013)
- Develop and implement strategies for 75% recycling goal by 2020, including:
 - (EN4) - Evaluate Waste Composition Study (2012);
 - (EN4) - Identify alternative disposal options (2012);
 - (EN4) - Explore renewable energy opportunities at Solid Waste Management Facility (rev. 2013); and
 - (EN4) - Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (2013)

Ongoing Support (Highlights) – Environment

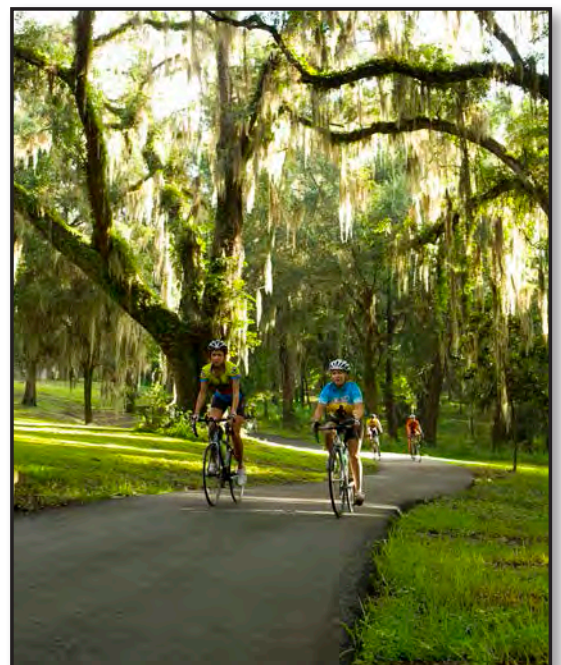
- (EN1) - Develop and maintain County stormwater conveyance system, including enclosed systems, major drainage ways, stormwater facilities, and rights-of-way (2012)
- (EN1, EN3) - Provide Greenspace Reservation Area Credit Exchange (GRACE) (2012)
- (EN2) - Provide canopy road protections (2012)
- (EN1, EN4) - Provide Adopt-A-Tree program (2012)
- (EN1, EN3) - Provide hazardous waste collection (2012)
- (EN) - Provide water quality testing (2012)
- (EN1) - Implement the fertilizer ordinance (2012)
- (EN3) - Provide state landscaping and pesticide certifications (2012)
- (EN3) - Conduct Leon County Sustainable Communities Summit (2012)



J. R. Alford Greenway



Leon County Net-Zero Facility



J. Lee Vause Park

Strategic Priority - Quality of Life

To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)

- ▶ (Q1) - Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (rev. 2013)
- ▶ (Q2) - Provide essential public safety infrastructure and services which ensure the safety of the entire community. (2012)
- ▶ (Q3) - Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (rev. 2013)
- ▶ (Q4) - Enhance and support amenities that provide social offerings for residents and visitors of all ages. (rev. 2013)
- ▶ (Q5) - Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (2012)
- ▶ (Q6) - Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (2012)
- ▶ (Q7) - Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (2012)
- ▶ (Q8) - Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning. (2013)
- ▶ (Q9) - Support the development of stormwater retention ponds that are aesthetically pleasing to the public and located in a manner that protects strong neighborhoods. (2013)



Leon County's New Mobile Website

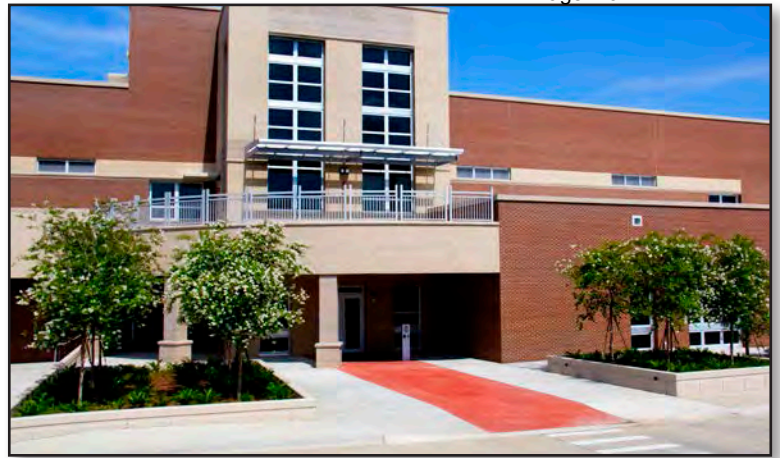
Strategic Initiatives - Quality of Life

- Implement strategies through the library system which enhance education and address the general public's information needs, including:
 - (Q8, EC1, EC6) - Complete construction of the expanded Lake Jackson Branch Library and new community center (2012); and
 - (Q8, EC1, EC6) - Relocate services into the expanded facility (2012)
- Implement strategies which advance parks, greenways, recreational offerings, including:
 - (Q1, EC1, EC4) - Explore extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette (2012);
 - (Q1, EC1, EC4) - Update Greenways Master Plan (2012);
 - (Q1, EC1, EC4) - Develop Miccosukee Greenway Management Plan (2012); and
 - (Q1, EC1, EC4) - Develop Alford Greenway Management Plan (2012)
- Expand recreational amenities, including:
 - (Q1, Q5, EC1, EC4) - Complete construction of Miccosukee ball fields (2012);
 - (Q1, EC1, EC4) - Continue to plan acquisition and development of a North East Park (2012);
 - (Q1, EC1, EC4) - Develop Apalachee Facility master plan to accommodate year-round events (rev. 2013);
 - (Q1, Q5, EC1, EC4) - Continue to develop parks and greenways consistent with management plans including Okeehopee Prairie Park, Fred George Park and St. Marks Headwater Greenway (2012);
 - (Q1, EC1) - In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields (2013); and
- (Q4) - Further establish community partnerships for youth sports development programs (2014)



Residents read together at Leon County's Lake Jackson Branch Library

- (Q1, EC1,Q9) - Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative (2012)
- Provide essential public safety infrastructure and services, including:
 - (Q2, EC2) - Complete construction of Public Safety Complex (2012);
 - (Q2) - Consolidate dispatch functions (2012);
 - (Q2) - Successfully open the Public Safety Complex (2013); and
 - (Q2) - Develop a Leon County "Crisis Management Communication Plan" (2015)



Leon County Public Safety Complex

- (Q1, Q2) - Implement strategies to improve medical outcomes and survival rates, and to prevent injuries, including: continue to pursue funding for community paramedic telemedicine (2012) (rev. 2014)
- Implement strategies to maintain and develop programs and partnerships to ensure community safety and health, including:
 - (Q2, Q3) - Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership, and in ASPCA ID ME Grant (2012);
 - (Q3) - Implement procedures for residents to take full advantage of the NACO Dental Card program (2013);
 - (Q3) - Consider establishing a Domestic Partnership Registry (2013); and
 - (Q3, G2) - Provide an early budget discussion item regarding primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the local criminal justice system (2015)
- Implement strategies that support amenities which provide social offerings, including:
 - (Q4, EC1, EC4) - Consider constructing Cascade Park amphitheatre, in partnership with KCCI (2012);
 - (Q4, EC4) - Consider programming Cascade Park amphitheatre (2012);
 - (Q4) - Work with the city to celebrate the opening of Cascades Park (2014);
 - (Q4) - Develop unified special event permit process (2012); and
 - (Q4, EC4, G5) - Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA (2012)
- (Q6) - Implement strategies to promote homeownership and safe housing, including: consider property registration for abandoned real property (2012)
- Implement strategies that preserve neighborhoods and create connectedness and livability, including:
 - (Q6, 7) - Implement design studio (2012);
 - (Q6, Q7) - Implement visioning team (2012);
 - (Q6, Q7) - Develop performance level design standards for Activity Centers (2012);
 - (Q6) - Revise Historic Preservation District Designation Ordinance (2012);
 - (Q6, Q7) - Develop design standards requiring interconnectivity for pedestrians and non-vehicular access (2012);
 - (Q7) - Develop bike route system (2012);
 - (Q7) - Establish Bicycle & Pedestrian Advisory Committee (2012);
 - (Q6, Q7) - Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding (2013);
 - (Q1, Q5, EC1, EC4) - Expand, connect and promote "Trailhassee" and the regional trail system (2013);
 - (Q7, EC1) - Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters (2013);
 - (Q1, EC4) - Focus on improving Leon County's ranking as a bicycle friendly community (2014);

- (Q6, Q7) - Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan (2015); and
- (Q6, Q7) - Protect the rural character of our Rural Land use category. (2015)
- (Q4) - Seek community involvement with the VIVA FLORIDA 500 Time Capsule (2013)
- (Q4, EC1, EC4) - Institute a Sense of Place initiative for the fairgrounds (2014)

Ongoing Support (Highlights) – Quality of Life

- (Q1, Q9, EC1, EC6) - Maintain a high quality of offerings through the library system, including public access to books, media, digital resources, computers, Internet, reference resources, targeted programming, mobile library, and literacy training (2012)
- (Q2) - Fund Sheriff's operations, consisting of law enforcement, corrections, emergency management, and enhanced 9-1-1 (2012)
- (Q2) - Implement alternatives to incarceration (2012)
- (Q2) - Initiate county resources as part of emergency response activation (2012)
- (Q2) - Provide, support and deploy the geographic information system, integrated Justice Information System, Jail Management system, case management and work release management information systems for Probation, Supervised Pretrial Release and the Sheriff's Office, and the pawnshop network system (2012)
- (Q2, G5) - Provide for information systems disaster recovery and business continuity (2012)
- (Q2, Q3) - Provide Emergency Medical Services (2012)
- (Q2, Q3) - Support programs which advocate for AED's in public spaces (2012)
- (Q2, Q3) - Provide community risk reduction programs (such as AED/CPR training) (2012)
- (Q3) - Support Community Human Services Partnerships (CHSP) (2012)
- (Q3) - Support Leon County Health Departments (2012)
- (Q3) - Support CareNet (2012)
- (Q3) - Support DOH's Closing the Gap grant (including "Year of the Healthy Infant II" campaign, and Campaign for Healthy Babies) (2012)
- (Q3) - Maintain oversight of state-mandated programs, such as Medicaid and Indigent Burial, to ensure accountability and compliance with state regulations (2012)
- (Q3, EC6) - Educate at risk families to build healthy lives through the Expanded Food and Nutrition Education Program and other family community programs (2012)
- (Q3) - Support of Regional Trauma Center (2012)
- (Q3, G5) - Leverage grant opportunities with community partners (2012)
- (Q3) - Support of Palmer Monroe Teen Center in partnership with the City (2012)
- (Q3) - Provide targeted programs for Seniors (2012)
- (Q6) - Provide foreclosure prevention counseling and assistance (2012)
- (Q6) - Provide first time homebuyer assistance (2012)



Leon County Eastside Branch Library and Pedrick Pond



Leon County's 2014 Operation Thank You honors our World War II Veterans

Strategic Priority - Governance

To be a model local government which our citizens trust and to which other local governments aspire. (G)

- ▶ (G1) - Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (rev. 2013)
- ▶ (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (2012)
- ▶ (G3) - Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (2012)
- ▶ (G4) - Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (2012)
- ▶ (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (2012)



The Club of Honest Citizens

Strategic Initiatives – Governance

- Implement strategies which promote access, transparency, and accountability, including:
 - (G1) - Explore providing On Demand – Get Local videos (2012);
 - (G1) - Explore posting URL on County vehicles (2012);
 - (G1) - Instill Core Practices through: providing Customer Engagement training for all County employees, revising employee orientation, and revising employee evaluation processes (2012);
 - (G1) - Reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability (2015); and
 - (G1) - Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining (2015)
- Implement strategies to gain efficiencies or enhance services, including:
 - (G2) - Conduct LEADS Reviews (2012);
 - (G2) - Develop and update Strategic Plans (2012); and
 - (G5) - Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (2013)
- Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including:
 - (G2) - Develop process by which the public may electronically file legal documents related to development review and permitting (2012);
 - (G2) - Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self-service (2012);
 - (G2, EN4) - Investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive County permits via the internet (2012);
 - (G2, EN4) - Institute financial self-service module, document management, and expanded web-based capabilities in Banner system (2012);
 - (G5) - Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments (2013); and
 - (G5) - Periodically convene community leadership meetings to discuss opportunities for improvement (2013)
- (G2) - Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects (2012)
- Implement strategies to further engage citizens, including:
 - (G3) - Develop and offer Citizens Engagement Series (2012);
 - (G3) - Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (2013);
 - (G3) - Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with the Village Square, which would be renewable after one year (2014); and
 - (G1, G3) - Expand opportunities for increased media and citizen outreach to promote Leon County (2013).

- (G4) - Implement healthy workplace initiatives, including: evaluate options for value-based benefit design (2012)
- Implement strategies to retain and attract a highly skilled, diverse and innovative workforce, which exemplifies the County's Core Practices, including:
 - (G4) - Revise employee awards and recognition program (2012);
 - (G4) - Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees (2012); and
- (G4, G1) - Pursue Public Works' American Public Works Association (APWA) accreditation (2012)
- Implement strategies which ensure responsible stewardship of County resources, including:
 - (G5) - Revise program performance evaluation and benchmarking (2012);
 - (G5) - Identify opportunities whereby vacant, unutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens (2013);
 - (G5) - Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (2013);
 - (G5, EC1) - Create a capital projects priority list for the fifth-cent gas tax (program) (2014);
 - (G5) - Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility (2014);
 - (G1) - Pursue expansion for whistleblower notification (2013); and
 - (G5, Q1, EN4) - Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts: a complete closure of the landfill; re-direct all Class I Solid Waste from the Transfer Station to the landfill; and a hybrid solution that includes both Class I Solid Waste disposal at the landfill and through the Transfer Station (2015)
- Implement strategies to maximize grant funding opportunities, including:
 - (G5) - Institute Grants Team (2012); and
 - (G5) - Develop and institute an integrated grant application structure (2012)
- (G5) - Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors (2013)
- (G2) - Pursue Sister County relationships with Prince George's County, Maryland and Montgomery County, Maryland (2013)



The Club of Honest Citizens

Ongoing Support (Highlights) - Governance

- (G1) - Develop and deploy website enhancements (2012)
- (G1) - Provide and expand online services, such as Customer Connect, Your Checkbook, and Board agenda materials (2012)
- (G1) - Provide televised and online Board meetings in partnership with Comcast (2012)
- (G1, G2, G5) - Provide technology and telecommunications products, services and support necessary for sound management, accessibility, and delivery of effective, efficient services, including maintaining financial database system with interfaces to other systems (2012)
- (G3) - Organize and support advisory committees (2012)
- (G4) - Support and expand Wellness Works! (2012)
- (G4, Q2) - Maintain a work environment free from influence of alcohol and controlled illegal substances through measures including drug and alcohol testing (2012)
- (G4) - Support employee Safety Committee (2012)
- (G4) - Conduct monthly Let's Talk "brown bag" meetings with cross sections of Board employees and the County Administrator (2012)
- (G1, G2, G4) - Utilize LEADS Teams to engage employees, gain efficiencies or enhance services, such as: the Wellness Team, Safety Committee Team, Citizen Engagement Series Team, HR Policy Review & Development Team, Work Areas' Strategic Planning Teams (2012)
- (G5) - Prepare and broadly distribute the Annual Report (2012)
- (G5) - Conduct management reviews (2012)
- (G5) - Provide and enhance procurement services and asset control (2012)
- (G5) - Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts (2012)



LISTENS FOR CHANGING NEEDS

ENGAGES CITIZENS AND EMPLOYEES

ALIGNS KEY STRATEGIC PROCESSES

DELIVERS RESULTS & RELEVANCE

STRIVES FOR CONTINUOUS IMPROVEMENT





CORE PRACTICES

Core Practices put our Core Values in action. Leon County employees are committed to the following Core Practices:

- **Delivering the “Wow” factor in Customer Service**

Employees deliver exemplary service with pride, passion and determination; anticipating and solving problems in “real time” and exceeding customer expectations. Customers know that they are the reason we are here.

- **Connecting with Citizens**

Employees go beyond customer service to community relevance, engaging citizens as stakeholders in the community’s success. Citizens know that they are part of the bigger cause.

- **Demonstrating Highest Standards of Public Service**

Employees adhere to the highest standards of ethical behavior, avoid circumstances that create even an appearance of impropriety and carry out the public’s business in a manner which upholds the public trust. Citizens know that we are on their side.

- **Accepting Accountability**

Employees are individually and collectively accountable for their performance, adapt to changing conditions and relentlessly pursue excellence beyond the current standard, while maintaining our core values.

- **Exhibiting Respect**

Employees exercise respect for citizens, community partners and each other.

- **Employing Team Approach**

Employees work together to produce bigger and better ideas to seize the opportunities and to address the problems which face our community.

- **Exercising Responsible Stewardship of the Community’s Resources**

Employees engage in the continuous effort to create and sustain a place which attracts talent, fosters economic opportunity and offers an unmatched quality of life, demonstrating performance, value and results for our citizenry.

- **Living our “People Focused, Performance Driven” Culture**

Employees have a structure in place to live all of this as our organizational culture and are empowered to help the people they serve.

Adopted: February 28, 2012

Revised: January 29, 2013

Revised: January 21, 2014

Revised: January 27, 2015

FOR MORE INFORMATION ONLINE, VISIT:

www.LeonCountyFL.gov

**Leon County
Board of County Commissioners**


Notes for Agenda Item #28

Leon County Board of County Commissioners

Cover Sheet for Agenda #28

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Proposed Amendment to Apalachee Center, Inc. FY2014-15 Primary Healthcare Program Contract

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn Calabro, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Rosemary Evans, Financial Compliance Manager

Fiscal Impact:

This item has no fiscal impact to the County. Apalachee Center, Inc.'s current contract is budgeted at \$157,671.

Staff Recommendation:

Option #1: Approve a proposed Amendment to the Apalachee Center, Inc. FY 2014-15 Primary Healthcare Program Contract, and authorize the County Administrator to execute, in a form approved by the County Attorney.

Report and Discussion

Background:

Leon County's Office of Human Services and Community Partnerships (HSCP) administers funds for the Primary Healthcare Program. The current adopted budget allocates \$1,739,582 for healthcare services. Contracts are executed each year to facilitate increased access to health services for uninsured and indigent citizens. Funding is provided to the following CareNet providers: Apalachee Center, Inc. (Apalachee), Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), Florida A&M University Pharmacy (FAMU), and Capital Medical Society Foundation/We Care Network (We Care).

The County provides Apalachee up to \$157,671 for approximately 2,000 mental health patient visits through the Primary Healthcare Program. This is non-mandated mental health funding provided by the Board separate and apart from the \$638,156 provided to Apalachee for state-mandated Baker Act and Marchman Act services. Mental health services are provided by an ARNP, Case Manager, Psychiatrist, and Comprehensive Community Support Team.

On January 9, 2015, County staff met with Jay Reeve, CEO and Sue Conger, COO, of Apalachee to discuss funding. Apalachee subsequently sent a letter (Attachment #1) requesting a modification of their current year Primary Healthcare Program contract (Attachment #2). The requested modification would allow Apalachee to bill Leon County for primary care services provided at their facility in addition to the mental healthcare provided under the non-mandated \$157,671 agreement with the County. Apalachee is not seeking additional funds for its FY 14-15 contract, just the flexibility to bill for primary and behavioral services for uninsured residents with mental illnesses.

Analysis:

In 2009, Bond and Apalachee partnered to open the Bond-Apalachee Wellness Integration Center (BAWIC) as a one-stop medical home for Apalachee clients in Leon County. BAWIC integrates mental health and primary care services to provide the most effective care for people with multiple healthcare needs. Bond and Apalachee partnered on this project because they found severely mentally ill individuals are often uncomfortable seeking care in traditional primary care settings and the Florida Medicaid system has made it increasingly complex for patients suffering from multiple illnesses to access care. In addition, many chronic emergency room users suffer from physical and behavioral health co-morbidities and more than a third of people with mental illnesses are uninsured. All of these factors led Bond and Apalachee to open a Bond satellite primary care clinic on Apalachee's Leon County campus. The clinic was open 12 hours a week. This partnership was the first time in Florida that a federally qualified health center and a community mental health center partnered on an equal basis.

In 2010, Apalachee received a Substance Abuse and Mental Health Services Administration (SAMHSA) grant that allowed BAWIC to expand services to 32 hours per week. Approximately 500 clients received integrated primary care and mental health services at BAWIC on a regular basis. During this grant, Apalachee participated in a study by the RAND Corporation, commissioned by the Office of the Assistant Secretary for Planning and Evaluation of the U. S Department of Health and Human Services, to measure the benefits of co-located mental and physical healthcare. The results showed that clients treated at Primary and Behavioral Health Care Integration (PBHCI) sites experienced greater improvement in indicators related to diabetes, cholesterol, and hypertension as compared to clients treated at control sites (Attachment #3). Both SAMHSA and Apalachee's clients have offered high praise for BAWIC and its approach to integrated care.

SAMHSA studied how its grantees effected change in their clients. SAMHSA found that 68% of adults with a mental illness have one or more chronic physical conditions and more than one in five adults with a mental illness have a co-occurring substance use disorder. Community-based addiction treatment, such as that provided at Apalachee, can lead to a 35% reduction in inpatient costs and a 39% reduction in ER costs. One integration program enrolled 170 people with mental illness, and after one year in the program, in any one-month time frame, an evaluation showed that:

- 86 participants spent fewer nights homeless.
- there were 50 fewer hospitalizations for mental health reasons.
- there were 17 fewer nights in detox.
- there were 17 fewer ER visits.

This resulted in a savings of \$213,000 per month in healthcare costs. SAMHSA states, "the solution lies in integrated care—the coordination of mental health, substance abuse, and primary care services. Integrated care produces the best outcomes and is the most effective approach to caring for people with complex healthcare needs."

Although the SAMHSA grant ended on December 31, 2014, Apalachee has elected to continue this project because of the great benefit seen by its clients in its five years of operation. For Medicaid clients, Apalachee is securing contracts with the Medicaid HMOs. According to Apalachee, it has contracted with Bond clinical staff to continue to see the clients for their primary care needs on Apalachee's campus. Beginning February 5, 2015, Apalachee will take over full operation of BAWIC from the partnership between Apalachee and Bond, although Bond clinical staff will continue to be sub-contracted for primary care services. In order to continue to see uninsured Leon County clients at BAWIC, Apalachee seeks to modify its FY 2014-15 Primary Healthcare Program Contract to allow for billing of primary care services, in addition to the mental health services it already bills for, while not exceeding its total contract amount of \$157,671. Approximately 40% of BAWIC's 500 clients are uninsured and, with the end of the SAMHSA grant, Apalachee is asking for flexibility with its funding to continue to meet these clients' needs. Apalachee will be open five hours per day, five days per week, which is an increase from the 16 hours per week BAWIC has been open since January 1, 2015.

Should the Board continue to grant the Primary Healthcare Program's CareNet providers flexibility throughout this transition process and wish to approve this request by Apalachee, staff has formulated a plan for this contract modification. Apalachee would continue to use the HSCP Management System, the web-based database used by the CareNet providers to submit documentation of client visits. Using this system, Apalachee would submit documentation of clients' eligibility for primary care visits, just as it does for mental health visits, and be reimbursed at the \$125 per visit reimbursement rate provided to Bond and NMC. Mental health visits would continue to be reimbursed at the \$80 per visit reimbursement rate. Up to approximately one-third of Apalachee's funding, \$50,000, could be used for primary care visits, with the rest still designated for mental health visits.

Although some visits would be billed to the County as primary care visits, the integrated care model ensures that the primary care provider seeing each client is also evaluating mental health status at each visit, including a review of medications and any behavioral changes. The result of this integrated care model is higher quality care for clients with mental illness, as they will have more frequent and more comprehensive check-ins with an entire team of healthcare providers who specialize in meeting their complex needs.

Staff does not anticipate a reduction in the access to mental health care from prior years as a result of this proposed contract modification due to NMC, another CareNet provider, doubling its County allocation for mental health funding to \$100,000. Thus, the total number of potential mental health visits funded by Leon County from the prior fiscal year would remain level.

Apalachee has demonstrated that integrated care at BAWIC works well for its client population, those who are severely and persistently mentally ill. Funding these visits helps ensure continuity of care for the individuals who, without BAWIC, might forgo primary care all together. Staff recommends approving Apalachee's request and authorizing the County Administrator to modify its FY 2014-15 Primary Healthcare Program Contract in a form approved by the County Attorney. A status report could be included in the Primary Healthcare Program budget discussion item anticipated for the spring in order to provide the Board the latest information on this programmatic shift.

Options:

1. Approve a proposed Amendment to the Apalachee Center, Inc. FY 2014-15 Primary Healthcare Program Contract, and authorize the County Administrator to execute, in a form approved by the County Attorney.
2. Do not approve a proposed Amendment to the Apalachee Center, Inc. FY 2014-15 Primary Healthcare Program Contract.
3. Defer action on Apalachee Center, Inc. request and direct the County Administrator to include as part of the Primary Healthcare Program budget discussion to be held in the spring.
4. Board direction.

Recommendation:

Option #1.

Attachments:

1. Apalachee Center, Inc. Request Letter
2. Apalachee Center, Inc. FY 2014-15 Primary Healthcare Program Contract
3. Evaluation of the SAHMHSA Primary and Behavioral Health Care Integration (PBHCI) Grant Program: Final Report



CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

Mary Ann Lindley

Chair, Leon County Board of County Commissioners

Leon County Courthouse

Tallahassee, FL

1/9/2015

Dear Chair Lindley,

I am writing to ask the Leon County Board of County Commissioners to consider modifying the contractual requirements for Apalachee Center's current year (14/15) funding for the provision of mental health services under the CareNet system. Apalachee is in the process of identifying and securing funding platforms to support continued primary care services in our Leon County Outpatient clinic. Until this past December, these services were funded through a federal SAMHSA grant for the integration of physical and behavioral healthcare, and were provided through a subcontract with Bond Community Health Center. Over 900 clients were seen in this study, and this service continues to serve an active caseload of 500 Leon County residents who are Apalachee Center clients.

Severely and Persistently mentally ill individuals have been repeatedly shown to suffer mortality rates 20-25 years in advance of the general population, due largely to their difficulty in accessing preventive primary care services for such illness as heart disease, diabetes, and cancer. Research has also repeatedly shown (including the local outcomes of our recent SAMHSA grant), that integration and provision of primary care services within traditional mental health settings such as Apalachee has a powerful and measurable impact on health indicators such as blood pressure and cholesterol, the neglect of which can easily lead to serious health risks. Apalachee Center requests that our current Leon County CareNet funding (approximately \$150,000.00 annually) be approved to be earned through the provision of primary care as well as behavioral health care. This funding would support both primary and behavioral healthcare services for Apalachee Center clients who are Leon County residents and who do not have any other form of insurance. Bond Community Health Center will continue to contract with Apalachee to provide clinical personnel for this program (under the supervision of Dr. Lorna Stewart, a local hospitalist who is privileged at TMH), but all client identification, records, and billing related to primary care clients at Apalachee will be done through Apalachee, in order to ensure an integrated (not

simply co-located) model of care. Dr. Temple Robinson and Bond are in support of this project, and have already contracted to provide services.

Apalachee is not seeking a funding increase at this time, merely the flexibility to earn the CareNet money for which we are contracted through a fully integrated menu of services, continuing to serve the severely and persistently mentally ill specialty population which is our particular mission. Our hypothesis, based on considerable national data, is that this flexibility will lead to significantly better health outcomes in both physical and behavioral spheres, for our clients. I am happy to provide any further information, and thank you in advance for your consideration,



Jay Reeve, PhD
Chief Executive Officer

**LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS**

**LEON COUNTY PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT**

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and *Apalachee Center, Inc.*, hereinafter referred to as the *Provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the County.
- c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The County shall consider employment of unauthorized aliens a violation of §§274A (e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the County.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

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.
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 six (6) years after termination of the contract, 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 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 provider 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 Section I, paragraph D.2. 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(i)(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 provide a financial and compliance audit to the County as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the County

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.

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the County and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the County is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the County. The County's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the County, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the County permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the County against such claims.
3. Leon County shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in Leon County Government, upon giving prior written notice to the provider. In the event Leon County approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of Leon County, Florida.
4. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the County in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the County any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the County. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the County. In the event that the County first discovers an overpayment has been made, the County will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the County will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of the State of Florida County of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the County.
2. The provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Leon County, Florida nor shall the provider represent to others that it has the authority to bind the County unless specifically authorized to do so.
3. Neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to county retirement or county leave benefits, or to any other compensation of county employment as a result of performing the duties and obligations of this contract.

4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Leon County, Florida.
5. Unless justified by the provider and agreed to by the County in Attachment I, the County is not responsible for services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Sponsorship

If the provider is a non-governmental organization which sponsors a program financed wholly or in part by county funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and Board of County Commissioners with County Logo*. If the sponsorship reference is in written material, the words, Board of County Commissioners, Leon County and county logo shall appear in the same size letters or type as the name of the organization.

O. Final Invoice

To submit the final invoice for payment to the County no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the County will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the County.

P. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the County to be referred to the County of State to determine whether patent protection will be sought in the name of Leon County, Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to Leon County, Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the County. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to Leon County, Florida.
3. The provider, without exception, shall indemnify and save harmless Leon County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. Leon County will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for Leon County, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

R. Construction or Renovation of Facilities Using County Funds

Any county funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the county a security interest in the property at least to the amount of the county funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of county funding for this purpose, the provider agrees that, if it disposes of the property before the County's interest is vacated, the provider will refund the proportionate share of the county's initial investment, as adjusted by depreciation.

S. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with Leon County

Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the County's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. The County Agrees:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed a total of **\$157,671**, subject to the availability of funds. Leon County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Invoice payment requirements do not start until a properly completed invoice is provided. The Provider agrees prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

III. The Provider and the County Mutually Agree:

A. Effective and Ending Dates

This contract shall begin on October 1, 2014, and shall end on September 30, 2015.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the County may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the County's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the County in a manner satisfactory to the County will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the county, been notified by the county of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the county; or (2) had a contract terminated by the county for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the county budgeting process and subsequently identified in the County's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:
Apalachee Center, Inc.
2634 Capital Circle NE
Tallahassee, Florida 32308
2. The name of the contact person and street address where financial and administrative records are maintained is:
Jay Reeve, PhD., President and CEO
Apalachee Center, Inc.
2634 Capital Circle NE
Tallahassee, Florida 32308
3. The name, address, and telephone number of the contract manager for the County for this contract is:
Rosemary Evans, Healthcare Services Coordinator
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, Florida 32310 (850) 606-1900
4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:
Jay Reeve, PhD., President and CEO
2634 Capital Circle NE
Tallahassee, FL 32308 (850) 523-3213
5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I & II and Exhibits 1, 2, & A contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

[Remainder of this page intentionally left blank.]

I have read the above contract and understand each section and paragraph.

Provider: Apalachee Center, Inc.
2634 Capital Circle NE
Tallahassee, FL 32308

ATTEST:

BY: Virginia Kelly
Virginia Kelly
Chief Financial Officer

APALACHEE CENTER, INC.

BY: Jay Reeve
Jay Reeve, PhD, President
Chief Executive Officer
Date: 1/14/2014



LEON COUNTY, FLORIDA

BY: Vincent S. Long
Vincent S. Long
County Administrator

ATTEST:

Bob Inzer, Clerk of the Circuit Court
and Comptroller
Leon County, Florida

BY: John Stott, Deputy Clerk

Approved as to Form:
Leon County Attorney's Office

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

ATTACHMENT I

A. Services to be Provided.

1. Definition of Terms.

Program Terms.

- a. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e., treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- b. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this contract.
- c. **Service Unit (Patient Visit).** Mental Health visit (throughout the contract period) per eligible enrolled client.
- d. **Adult,** is any eligible client who is 18 years of age or older.
- e. **Child,** is any eligible client who is 17 years of age or younger.

2. General Description.

a. General Statement.

- (1) This project will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services that include basic diagnostic procedures and drug or other therapeutic modalities (i.e., treatment plans) ordered or provided by the practitioner in the course of treating the patient.
- (2) Case managers will help eligible patients access any third party payer for which they might be eligible, such as Medicaid. Case managers will also help the patients access various available and needed services such as food, housing, and transportation.
- (3) The provider will also provide billable services at Apalachee Center, Inc. that meet the needs and requirements of the eligible patients.
- (4) The provider will refer those eligible patients, who do not already have a medical home, to Bond Community Health Center or Neighborhood Health Services for primary care services.

(5) Applicable federal, state, and local laws, regulations, administrative rules, policies, and procedures must be followed.

b. Authority.

Legal authority for contract and services – Sections 381.001, 381.0011, 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B.5.a of this contract.

d. Major Program Goals.

The goal of the Leon County Mental Health Project is to improve the health and well-being of eligible clients in the community through the delivery of mental health services and access to third party payers such as Medicaid.

3. Clients Served.

a. General Description.

A Mental Health Project client includes any person who is eligible to be a patient of Bond Community Health Center, Neighborhood Medical Center, Apalachee Center, or the Leon County Health Department; and needs mental health services; and is indigent; and has no health insurance.

b. Client Eligibility.

(1) Eligibility for services under this contract is limited to those clients with net incomes less than 100% of the most current non-farm poverty levels established by the U.S. Office of Management and Budget. Only individuals meeting eligibility criteria shall be registered as comprehensive mental health clients.

(2) Clients eligible under this contract are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures.

(3) As established by Chapter 64F-10.004, Florida Administrative Code, no fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current non-farm poverty levels.

- (4) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged to pursue obtaining Medicaid.
- (5) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the Client Participation Agreement (Exhibit A).

c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3., must be re-determined at least annually. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income status changes.

B. Manner of Service Provision.

1. Service Tasks.

a. Task List.

- (1) ARNPs/Psychiatrists will
 - (a) provide mental health assessments
 - (b) assist with Patient Assistance Program application for medications
 - (c) provide crisis intervention
 - (d) evaluate mental status
 - (e) evaluate medication needs
 - (f) maintain medication and physical history
 - (g) complete and maintain a treatment plan
 - (h) perform other related duties as needed
- (2) Social Workers/Case managers will
 - (a) assist clients to obtain Medicaid and/or Medicaid disability benefits
 - (b) evaluate services needed
 - (c) complete psychosocial history
 - (d) provide referrals to community resources
 - (e) assist with SSI application as needed

- (f) provide crisis intervention
- (g) complete a treatment plan
- (h) perform other related duties as needed

b. Task Limits.

Services are limited to eligible clients and are limited by the number of contract dollars available.

2. Staffing Requirements.

a. Staffing Levels.

The Provider will provide ARNPs and/or psychiatrists and case managers with mental health experience to provide the agreed upon services. Psychiatrists will be used as a patient's needs indicate.

b. Professional Qualifications.

- (1) The Provider will maintain a personnel file for all staff provided under this contract.
- (2) ARNPs and psychiatrists must have a current license or certification to practice in the State of Florida, as required by law or rule.
- (3) Case managers will hold a bachelor's degree and have at least one year of experience providing mental health services.
- (4) The health care professionals must practice according to the constraints of their individual practice acts and protocols.
- (5) Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes.

Staffing changes may be made as long as the staff members continue to meet the staffing levels in 2.a. above and the professional qualifications in 2.b. above.

3. Service Location and Equipment.

a. Service Delivery Location.

The services listed above will be provided at the following facility:

Apalachee Center, Inc.
2634 Capital Circle N.E.
Tallahassee, FL 32308

Renaissance Community Center
457 Virginia Street
Tallahassee, Florida 32301

b. Service Times.

The provider staff will work up to a 40 hour week (M-F, 8-5). After-regular-hours services may be scheduled based upon a specific need.

4. Deliverables.

a. Service Units.

Service units are defined as mental health visits, provided during the contract period. Multiple units may not be billed for any patient for the same date of service. Services are limited by the financial terms of this contract as stated in the Financial & Compliance Audit Attachment, part II.A of the Standard Contract, and part C.1, Attachment I.

b. Reports.

(1) Service Reporting

Provider must submit aggregate number of clients and services provided on the Monthly Report and Patient Service List monthly. These reports must be submitted with the monthly invoices on or before the 30th day of the following month after services have been provided.

(2) Monthly Reimbursement Request

Provider must submit a Monthly Invoice to the Healthcare Services Coordinator on or before the 30th day of the following month. The Provider is required prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

(3) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(4) Client Satisfaction Surveys All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute/administer Client

Satisfaction Surveys regularly during the term of the contract. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit(s).

(5) Quarterly Progress Reports

The provider must submit a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, and progress toward program goals.

c. Records and Documentation.

All Health records pertaining to registered clients must conform to the requirements in Chapter 64F-10.008, Florida Administrative Code. All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, social security number, medical, social and financial data as well as the number and type of services received by clients of the department.

5. Performance Specifications.

a. Standards Definitions.

The Provider must provide the personnel sufficient to provide the patient services as described in this contract.

The Provider must provide 1971 mental health service visits.

The Provider must achieve a satisfactory or better rating of 85% of client satisfaction surveys.

b. Outcomes and Outputs.

The benefits that will result from this contract are that the clients will have mental health care and case management of their mental health needs. As a result there will be an improved health status and better quality of life for those clients and the community.

c. Monitoring and Evaluation Methodology

In addition to Section I.E of the Standard Contract:

- (1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient satisfaction surveys, to verify that the information in

reports is accurate and that the terms of the contract are being met. Financial records, equipment and the facility will be monitored for compliance with the contract.

- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.
- (3) If a corrective action plan is indicated, the Provider must submit to the department, in writing, plans to correct the deficiencies within 30 calendar days of receiving the department's written monitoring report. The Department may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

d. Performance Definitions.

Definitions are listed in section A.1. of this attachment.

6. Provider Responsibilities.a. The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the department whenever the Provider is unable, or is going to be unable to provide the required quality or quantity of services.

- b. Coordination with other Providers and Entities
The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this contract with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other Providers to render services to the eligible client does not alleviate the contract Provider from the obligation to provide tasks or services as outlined in this contract.

7. Department Responsibilities.

a. Department Obligations.

Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.

b. Department Determinations.

The Leon County Office of Human Services and Community Partnerships shall have the

final authority as to the amount of funds available for this contract.

C. Method of Payment.

This is a fixed price unit cost contract. The Department shall pay the Provider for a total amount not to exceed the amount stipulated in Section II.A, of the Standard Contract, subject to the availability of funds. Payment shall be made according to the service units listed in A.1.c.

1. Payment shall be made on a rate of up to \$80 per mental health visit and limited as specified in Section II A and Section B.5.a. of Attachment I.
2. Payment shall be made monthly upon receipt by the contract manager of an invoice that states the number of eligible clients who were provided a mental health service visit during the month. Clients must be distinguished as either children or adults.
3. Invoices for payment must be submitted to the contract manager by the 30th of the month following the month for which payment is requested. No payment will be made for any month unless all client data including but not limited to required fields in the County's web based reporting system and all client eligibility documentation as specified in Attachment I, Section 3b., has been entered into the web based reporting system and the department has received the required Monthly Report and Monthly Patient Service List.

D. Special Provisions.

1. **Grievance and Fair Hearing Procedure.**
The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than 10 days after same. Whenever an applicant or recipient requests a fair hearing, the Provider must make arrangements to provide such a hearing.
The Provider must notify the Healthcare Services Coordinator each time a grievance is filed. All written complaints must be considered grievances.
2. In accordance with Florida Statue 381.026, the ***Florida Patient's Bill of Rights and Responsibilities*** must be observed and posted at each health care facility and treatment site.
3. **Contract Renewal.**
This contract may be renewed annually for a term not to exceed three years or for the term of the original contract, whichever is longer. Renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewals shall be in writing and shall be subject to the

same terms and conditions as set forth in the initial contract.

END OF TEXT

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

This attachment is applicable if the provider is any state or local government entity, nonprofit organization or for profit organization. An audit performed by Leon County shall satisfy the requirements of this attachment. If the provider does not meet any of the requirements below, no audit is required by the attachment. The administration of funds awarded by Leon County to the provider may be subject to audits and monitoring by the department as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department H staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the department to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Leon County, FL.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted

within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: COUNTY FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly : Leon County, Health and Human Services Division, Primary Healthcare Program and to each of the following:

- A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised and required by Part I of this attachment (in correspondence accompanying the audit report, indicated the date that the provider received the audit report) copies of the reporting package described in Section .320 (c) OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the department at each of the following addresses:

Leon County Office of
Human Services and Community Partnerships
Primary Healthcare Program
918 Railroad Avenue
Tallahassee, Florida 32310

The contract manager for this contract is listed in the Standard Contraction

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

Leon County
Department of Finance
315 S. Calhoun St. Room #450
Tallahassee, FL 32302

4. Any reports, management letter, or other information required to be submitted within 45 days after delivery of the audit report but no later than 12 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes) for Local Government Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 45 days after delivery of the audit report but no later than 9 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes) Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statutes as applicable.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of the contract and shall allow the Department or its designee access to such records upon request. The provider shall ensure that audit working papers are made available to the department upon request. The provider shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the department.

End of Text

EXHIBIT – 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1	_____	CFDA#	_____	Title	_____	\$	NA
Federal Program 2	_____	CFDA#	_____	Title	_____	\$	NA
TOTAL FEDERAL AWARDS						\$	NA

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s)	_____	CFDA#	_____	Title	_____	\$	NA
State financial assistance subject to Sec. 215.97, F.S.	_____	CSFA#	_____	Title	_____	\$	NA
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.						\$	NA

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, provider has been determined to be:

 X Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.
 Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- OMB Circular A-122 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- OMB Circular A-21 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

END OF TEXT

INSTRUCTIONS FOR COMPLETING EXHIBITS 1& 2

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF:

NOTE: If the resources awarded to the subrecipient represent more than one Federal program, provide the same information shown above for each Federal program and show total Federal resources awarded.

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title and number, and the amount of the Federal award).

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Note: If the resources awarded to the subrecipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below:

Federal Program 1:

NOTE: Instead of listing the specific compliance requirements as shown below, the State agency may elect to use language that requires the subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the subrecipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of resources).*

Federal Program 2:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Program 1.

#####

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching Resources for Federal Programs:

Note: If the resources to the subrecipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title, number and matching amount)

State Financial Assistance Subject to Section 215.97, Florida Statutes:

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.

State Project (List State awarding agency, Catalog of State Financial Assistance title, number and amount of state financial assistance).

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Health for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient/subrecipient

#####

AUDIT RELATIONSHIP DETERMINATION:

For Federal awards or state matching funds on Federal awards, complete the Federal Subrecipient and Vendor Determination Checklist to determine whether the provider is a subrecipient or vendor/exempt entity.

For State resources (other than state matching funds on Federal awards), complete the Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to determine whether the provider is a recipient or vendor/exempt entity.

NOTE: If provider has been determined to be a vendor/exempt entity, do not complete any of the information in Section 1 or 2 of Exhibit 1. However, you must complete Exhibit 2.

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____
(Name of Applicant)
SSN _____ and the following member(s) of his or her family may
receive mental health services from **Apalachee Center, Inc.** for the period
_____ through _____.

Eligible Family Members

- | | |
|----------|-----------|
| 1. _____ | SSN _____ |
| 2. _____ | SSN _____ |
| 3. _____ | SSN _____ |
| 4. _____ | SSN _____ |

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by personnel for my family and me. I will notify **Apalachee Center, Inc.** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date



U.S. Department of Health and Human Services
Assistant Secretary for Planning and Evaluation
Office of Disability, Aging and Long-Term Care Policy

EVALUATION OF THE SAMHSA PRIMARY AND BEHAVIORAL HEALTH CARE INTEGRATION (PBHCI) GRANT PROGRAM: FINAL REPORT

December 2013

Office of the Assistant Secretary for Planning and Evaluation

The Office of the Assistant Secretary for Planning and Evaluation (ASPE) is the principal advisor to the Secretary of the Department of Health and Human Services (HHS) on policy development issues, and is responsible for major activities in the areas of legislative and budget development, strategic planning, policy research and evaluation, and economic analysis.

ASPE develops or reviews issues from the viewpoint of the Secretary, providing a perspective that is broader in scope than the specific focus of the various operating agencies. ASPE also works closely with the HHS operating agencies. It assists these agencies in developing policies, and planning policy research, evaluation and data collection within broad HHS and administration initiatives. ASPE often serves a coordinating role for crosscutting policy and administrative activities.

ASPE plans and conducts evaluations and research--both in-house and through support of projects by external researchers--of current and proposed programs and topics of particular interest to the Secretary, the Administration and the Congress.

Office of Disability, Aging and Long-Term Care Policy

The Office of Disability, Aging and Long-Term Care Policy (DALTCP), within ASPE, is responsible for the development, coordination, analysis, research and evaluation of HHS policies and programs which support the independence, health and long-term care of persons with disabilities--children, working aging adults, and older persons. DALTCP is also responsible for policy coordination and research to promote the economic and social well-being of the elderly.

In particular, DALTCP addresses policies concerning: nursing home and community-based services, informal caregiving, the integration of acute and long-term care, Medicare post-acute services and home care, managed care for people with disabilities, long-term rehabilitation services, children's disability, and linkages between employment and health policies. These activities are carried out through policy planning, policy and program analysis, regulatory reviews, formulation of legislative proposals, policy research, evaluation and data planning.

This report was prepared under contracts #HHSP23320095649WC and #HHSP23337015T between HHS's ASPE/DALTCP and the RAND Corporation. For additional information about this subject, you can visit the DALTCP home page at http://aspe.hhs.gov/office_specific/daltcp.cfm or contact the ASPE Project Officer, David de Voursney, at HHS/ASPE/DALTCP, Room 424E, H.H. Humphrey Building, 200 Independence Avenue, S.W., Washington, D.C. 20201. His e-mail address is: David.DeVoursney@hhs.gov.

EVALUATION OF THE SAMHSA PRIMARY AND BEHAVIORAL HEALTH CARE INTEGRATION (PBHCI) GRANT PROGRAM: Final Report

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December 2013

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Office of Disability, Aging and Long-Term Care Policy
Office of the Assistant Secretary for Planning and Evaluation
U.S. Department of Health and Human Services
Contracts #HHSP23320095649WC, #HHSP23337015T

The opinions and views expressed in this report are those of the authors. They do not necessarily reflect the views of the Department of Health and Human Services, the contractor or any other funding organization.

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PREFACE

The Substance Abuse and Mental Health Services Administration's (SAMHSA's) Primary and Behavioral Health Care Integration (PBHCI) grants program is intended to improve the overall wellness and physical health status of people with serious mental illness (SMI), including individuals with co-occurring substance use disorders (SUDs), by making available an array of coordinated primary care (PC) services in community mental health and other community-based behavioral health (BH) settings. In September 2009, SAMHSA partnered with the Office of the Assistant Secretary for Planning and Evaluation (ASPE) to oversee a one-year contract with the RAND Corporation to design an evaluation of the PBHCI grants program. In September 2010, SAMHSA and ASPE entered into a new, three-year contract with the RAND Corporation to execute the evaluation that RAND designed. This is the final report from RAND's evaluation of the PBHCI grants program.

The RAND evaluation of the PBHCI grants program had three main components, each designed to answer one of three research questions:

- **Research Question 1 (Process Evaluation):** Is it possible to integrate the services provided by PC providers and community-based BH agencies (i.e., what are the different structural and clinical approaches to integration being implemented)?
- **Research Question 2 (Outcomes Evaluation):** Does the integration of primary and BH care lead to improvements in the mental and physical health of the population with SMI and/or SUDs served by these models?
- **Research Question 3 (Model Features Evaluation):** Which models and/or model features of integrated primary and BH care lead to better mental and physical health outcomes?

To address these questions, RAND conducted a program-wide process evaluation that assesses PBHCI program structures, procedures, consumers, and their care needs and service utilization (Research Question 1); a small, comparative effectiveness study testing the physical health and BH outcomes of consumers served in PBHCI clinics (Research Question 2); and analysis designed to link PBHCI program features to consumer outcomes (Research Question 3). RAND discusses implications of the study results for programs and the broader field. RAND also provides options for future PBHCI-related research.

This report will be of interest to national and state policymakers, health care organizations and clinical practitioners, patient advocacy organizations, health

researchers, and others responsible for ensuring that individuals with SMI receive appropriate preventive and primary health care services.

RAND's evaluation of the PBHCI grants program was sponsored by SAMHSA and ASPE contract No. OS-42345. Trina Dutta (SAMHSA), and David DeVoursney (ASPE) were the project officers. The research was conducted in RAND Health, a division of the RAND Corporation. A profile of RAND Health, abstracts of its publications, and ordering information can be found at <http://www.rand.org/health>.

ACKNOWLEDGMENTS

We would like to thank Sarah Hauer for her administrative support; Judy Perlman and Kim Todd for their work on the comparative effectiveness study; Benjamin Druss, Rebecca Collins, Jeanne Ringel, and Paul Koegel for reviewing and providing valuable feedback on draft versions of this report; and Donna Keyser for her work on the PBHCI evaluation design. We would also like to thank the project sponsors at the Office of the Assistant Secretary for Planning and Evaluation (David DeVoursney, Hakan Aykan, Kirsten Beronio, and Vidhya Alakeson) and at SAMHSA (Trina Dutta, Lisa Patton, Melanie Brown, and Crystal Blyler), as well as their technical assistance colleagues at the Center for Integrated Health Solutions. Most importantly, we would like to thank all of the grantee programs and staff that collected, cleaned, and submitted data; worked through the web survey; hosted site visits; and otherwise supported evaluation activities.

ACRONYMS

The following acronyms are mentioned in this report and/or appendix.

A1c	Glycated Hemoglobin
AHRQ	HHS Agency for Healthcare Research and Quality
ASPE	HHS Office of the Assistant Secretary for Planning and Evaluation
ATP	Adult Treatment Panel
BH	Behavioral Health
BL	Baseline
BMI	Body Mass Index
BP	Blood Pressure
CCM	Chronic Care Model
CDC	HHS Centers for Disease Control and Prevention
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CHD	Coronary Heart Disease
CI	Confidence Interval
CIHS	HRSA Center for Integrated Health Solutions
CLIA	Clinical Laboratory Improvement Amendments
CM	Centimetre
CMHS	SAMHSA Center for Mental Health Services
CMS	HHS Centers for Medicare and Medicaid Services
CO	Carbon Monoxide
CQI	Continuous Quality Improvement
DBP	Diastolic Blood Pressure
dL	Deciliter
EBP	Evidence-Based Practice
EHR	Electronic Health Record
FPG	Fasting Plasma Glucose
FQHC	Federally Qualified Health Center
FTE	Full-Time Equivalent
FU	Follow-up
GAF	Global Assessment of Functioning
GED	General Educational Development
GPRA	Government and Performance Results Act

HDL	High-Density Lipoprotein
HDL-C	High-Density Lipoprotein Cholesterol
Hg	Hectogram
HHS	U.S. Department of Health and Human Services
HIT	Health Information Technology
HRSA	HHS Health Resources and Services Administration
ICSI	Institute for Clinical Systems Improvement
IOM	Institute of Medicine
kg	kilogram
LDL	Low-Density Lipoprotein
LDL-C	Low-Density Lipoprotein Cholesterol
LPN	Licensed Nurse Practitioner
mg	Milligram
mm	Millimetre
MOA	Memorandum of Agreement
NCQA	National Committee for Quality Assurance
NHLBI	NIH National Heart, Lung, and Blood Institute
NIH	HHS National Institutes of Health
NOM	National Outcome Measure
NP	Nurse Practitioner
OHD	Onsite Health Diagnostics
OMB	U.S. Office of Management and Budget
PA	Physician Assistant
PART	Program Analysis Review Tool
PBHCI	Primary and Behavioral Health Care Integration
PC	Primary Care
PCMH	Patient-Centered Medical Home
PCPI	Physician Consortium for Performance Improvement
PPM	Parts Per Million
RFA	Request for Applications
RN	Registered Nurse
SAMHSA	HHS Substance Abuse and Mental Health Services
SBP	Systolic Blood Pressure
SMI	Serious Mental Illness
Smok	Self-Reported Smoking Status
STD	Standard
SUD	Substance Use Disorder

TC	Total Cholesterol
TRAC	TRansformation ACcountability
Trig	Triglycerides
WC	Waist Circumference

EXECUTIVE SUMMARY

This report describes the RAND Corporation's evaluation of the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Primary and Behavioral Health Care Integration (PBHCI) grants program. The PBHCI grants were designed to improve the overall wellness and physical health status of people with serious mental illness (SMI) and/or co-occurring substance use disorders (SUDs) by supporting the integration of primary care (PC) and preventive physical health services into community behavioral health (BH) centers where individuals already receive care. This evaluation provides information about the grantees' implementation of PBHCI, consumer outcomes, and PBHCI program features associated with consumer-level processes and outcomes of care. It also includes implications for programs and the broader field, plus suggestions for future evaluation that may strengthen ongoing and future implementation of PBHCI.

Background

Excess morbidity and mortality in persons with SMI is a public health crisis. Compared with people without mental illness, individuals with SMI (e.g., schizophrenia, other psychoses, bipolar disorder, and severe depression) have higher rates of chronic medical conditions, including hypertension, diabetes, obesity, cardiovascular disease, and HIV/AIDS; higher frequency of multiple general medical conditions; and more than twice the rate of premature death resulting from these conditions (Kelly, Boggs, and Conley, 2007; Mauer, 2006; Parks et al., 2006; Sokal et al., 2004; Saha, Chant, and McGrath, 2007; Laursen et al., 2013).

Numerous factors contribute to the excess burden of general medical conditions among persons with SMI, including low levels of self-care, medication side effects, substance abuse comorbidity, unhealthy lifestyles, and socioeconomic disadvantage (Burnam and Watkins, 2006; CDC, 2012; Druss, 2007). The organizational and financial separation of the behavioral and general health care sectors contributes to disparities in access to and the quality of general medical care for people with SMI (Alakeson, Frank, and Katz, 2010; Bao, Casalino, and Pincus, 2013; Druss, 2007; Horvitz-Lennon, Kilbourne, and Pincus, 2006).

SAMHSA's PBHCI service grant program is intended to improve the health status among adults with SMI and/or co-occurring SUDs by making available an array of coordinated PC services in community mental health centers and other community-based BH settings. The PBHCI grantees evaluated in this report received \$500,000 per year to coordinate access to PC and/or services for which there was no funding source, including four core (required) program features:

1. screening/referral for needed physical health prevention and treatment;
2. developing a registry/tracking system for physical health needs/outcomes;
3. care management;
4. prevention and wellness support services.

Grantees could also implement six optional program features (same day physical and BH visits; co-located, routine PC services; a supervising PC physician; an embedded nurse care manager; evidence-based practices for preventive care; and wellness programs), infrastructure development, and performance measurement activities.

In 2009-2010, RAND designed the PBHCI evaluation around a structure-process-outcomes framework (Donabedian, 1966, 1980). The evaluation had three evaluation components, each designed to answer one of three research questions:

- **Research Question 1 (Process Evaluation):** Is it possible to integrate the services provided by PC providers and community-based BH agencies (i.e., what are the different structural and clinical approaches to integration being implemented)?
- **Research Question 2 (Outcomes Evaluation):** Does the integration of primary and BH care lead to improvements in the mental and physical health of the population with SMI and/or SUDs served by these models?
- **Research Question 3 (Model Features Evaluation):** Which models and/or model features of integrated primary and BH care lead to better mental and physical health outcomes?

RAND then won a separate three-year contract to conduct this evaluation work (2010-2013). The results of this PBHCI evaluation are described below.

Results

Research Question 1 (Process Evaluation)

To answer this descriptive, process-oriented question, we measured the extent to which key integration features and strategies were present at each grantee site (program and staff-level analyses) and the degree to which individuals with SMI received appropriate integrated services (consumer-level analysis). Data showed that PBHCI programs had multidisciplinary teams with different staff mixes, and that they had different infrastructures and offered different packages of services. Programs also varied in the extent to which their structures and procedures reflected integrated care, with programs offering variable levels of co-located services, structures, and systems shared by primary and BH care providers, integrated practices, and clinic cultures.

PBHCI programs also served a diverse population of consumers with high rates of need for integrated primary and BH care services. Once enrolled in PBHCI, most consumers had some primary and BH care contact during their first year in the program, and more than half accessed a basic package of integrated services, including screening or treatment planning, PC, and case management; consumers were less likely to have accessed substance abuse-related services and wellness services targeting smoking and weight. Improving consumer access to the full array of PBHCI services, particularly among consumers with identified physical health needs, could be a target for future improvements to PBHCI.

Research Question 2 (Outcomes Evaluation)

We conducted a small, comparative effectiveness study consisting of three matched PBHCI and control clinic pairs. Results of a difference-in-difference analysis showed that, relative to consumers receiving services at control clinics, PBHCI consumers showed improvements in some (diastolic blood pressure, total cholesterol, LDL cholesterol and fasting plasma glucose) but not all (systolic blood pressure, body mass index, HDL cholesterol, glycated hemoglobin, triglycerides, self-reported smoking) of the physical health indicators examined. Compared with consumers served at control-sites, consumers served through PBHCI showed no benefit in terms of indicators of BH.

Research Question 3 (Model Features Evaluation)

Instead of implementing different integrated care models in their entirety (e.g., Cherokee model, Chronic Care Model), our initial work showed that many programs implemented “bits and pieces” or combinations of several integration models (Scharf et al., 2013). As such, our approach to Research Question 3 focused on model features whose presence or absence could be reliably assessed. To answer Research Question 3, we used the full sample of 56 grantee data to first identify program-level predictors of consumer access to PC providers and packages of integrated care. Then we used data from the three intervention sites included in the comparative effectiveness evaluation (Research Question 1) to test the relationship between consumer access to primary, integrated care and consumer physical health outcomes. Overall, results showed that several program features had an effect on consumer access to integrated care (e.g., the number of days a PC clinic was open per week, regularly scheduled integrated staff meetings, and other aspects of program-level integration increased access; rural location decreased access), but consumer access to PC and integrated care was not clearly associated with physical health outcomes.

Conclusions

PBHCI programs were successful in several ways, such as building integrated, multidisciplinary teams that offer an array of integrated primary, BH, and wellness services, and across PBHCI grantee programs, these services were provided to a diverse clientele with high rates of need for integrated care. PBHCI programs also experienced several challenges, including lower-than-expected rates of consumer enrollment, financial sustainability, intra-team communication, and creating an integrated clinic culture. These programs also experienced challenges related to implementing wellness programs and improving consumer smoking and weight outcomes. Ongoing and future cohorts of grantees could consider several options to improve program implementation, such as maximizing data-driven, continuous quality improvement; monitoring implementation fidelity to evidence-based wellness programs; and investing in strategies that improve consumer access to integrated services, among others. Stakeholders in the field of integrated care could benefit from consensus around program performance expectations, and the establishment of national quality indicators for integrated care accountability and core performance monitoring requirements. Finally, technical assistance providers could consider continuing dissemination of emerging best care practices for adults with SMI and supporting grantees navigating concurrent health care reforms. Future evaluations, such as an evaluation of PBHCI utilization and costs, strategies to improve sustainability, and a prospective trial of alternative models of integrated care could help SAMHSA and grantees demonstrate the value of their PBHCI work.

1. INTRODUCTION

Overview

This report describes the RAND Corporation's evaluation of Primary and Behavioral Health Care Integration (PBHCI), one of the Substance Abuse and Mental Health Services Administration's (SAMHSA's) service grant programs. PBHCI is intended to improve the overall wellness and physical health status of people with serious mental illness (SMI), including individuals with co-occurring substance use disorders (SUDs), by making available an array of coordinated primary care (PC) services in community mental health centers and other community-based behavioral health (BH) settings. In particular, better coordination and integration of PC and BH services, improved prevention, early identification and intervention to reduce chronic diseases, and the enhanced capacity to holistically serve those with mental and/or SUDs are expected to better the overall health status of the population served. The first 13 PBHCI grants were awarded in September 2009. At the time of this report, 100 community BH agencies had received PBHCI grants (through a total of six funding waves across two funding announcements) to provide integrated PC and BH services to their adult clients with SMI.

In 2009-2010, RAND designed the PBHCI evaluation to provide information on the program's implementation strategies and processes, whether the program leads to improvements in outcomes, and which program models and/or model features lead to better outcomes. The evaluation design was rooted in a structure-process-outcomes framework, following the assumption that health care outcomes (e.g., symptoms, quality of life, functional status) are influenced both by the structure of care (e.g., what services are available) and the processes of care (e.g., to what degree the services are implemented and appropriately delivered to clients) (Donabedian, 1966, 1980). In 2010, RAND won a separate contract to conduct an evaluation of the PBHCI grants program, which at the time included the first 56 grantees awarded through September 2010.

In this chapter, we introduce the reader to the problem of chronic physical illness among adults with SMI, how integrated care—including PBHCI-funded programs—might help to reduce these disparities, and how RAND's evaluation of the PBHCI program illustrates the implementation and impact of the program overall.

The Problem

Public Health Crisis

Excess morbidity and mortality in persons with SMI is a public health crisis. Compared with people without mental illness, individuals with SMI (e.g., schizophrenia,

other psychoses, bipolar disorder, and severe depression) have higher rates of chronic medical conditions, including hypertension, diabetes, obesity, cardiovascular disease, and HIV/AIDS; a higher frequency of multiple general medical conditions; and more than twice the rate of premature death resulting from these conditions (Kelly, Boggs, and Conley, 2007; Mauer, 2006; Parks et al., 2006; Sokal et al., 2004; Saha, Chant, and McGrath, 2007; Laursen et al., 2013). Physical comorbidities adversely impact quality of life and can have a detrimental effect on BH, compounding already high levels of functional impairment among persons with SMI (Dixon et al., 1999; Druss et al., 2000; Pirraglia et al., 2009; Proudfoot et al., 2012).

Factors Underlying the Crisis

Numerous factors contribute to the excess burden of general medical conditions among persons with SMI. These include mental illness-related factors such as low motivation and neglect of self-care; medication side effects; substance abuse comorbidity; unhealthy lifestyles, including inadequate physical activity, poor nutrition, and smoking; fears related to using general medical services; and socioeconomic disadvantage (Burnam and Watkins, 2006; CDC, 2012; Druss, 2007). Limited access to and poor quality of general medical care also contribute to this disparity (Lawrence and Kisely, 2009). For example, people with SMI are less likely to have health insurance than people without mental illness, they perceive more barriers to obtaining preventive and general health care, and they report that providers dismiss their somatic complaints (Salsberry, Chipps, and Kennedy, 2005; Mechanic and Bilder, 2004; Katon and Unutzer, 2013).

For many people with SMI, specialty BH settings are a trusted point of contact with the broader health system (Alakeson et al., 2010); however, specialty mental health providers often lack expertise or comfort in diagnosing or treating medical conditions (Golomb et al., 2000; Shore, 1996; Lawrence et al., 2009; Bao, Casalino, and Pincus, 2013). Community mental health centers also tend not to have the capacity to conduct routine health promotion activities, PC screening, monitoring, or on-site treatment nor the infrastructure and incentives to coordinate care with patients' medical providers (Samet, Friedmann, and Saitz, 2001; Bao, Casalino, and Pincus, 2013). As a result, many people with SMI resort to seeking general medical care in emergency rooms, resulting in overcrowding and high costs, as well as inappropriate care and poor health outcomes. Even when people with SMI do make contact with the general medical system, they receive less comprehensive services and lower quality care than other groups (Druss et al., 2000; Druss et al., 2001; Druss, 2007). People with SMI who are older and/or who abuse drugs (populations with particularly high rates of general medical conditions) are at even higher risk for substandard general health care (Dickey et al., 2002; Druss et al., 2001).

The organizational and financial separation of the behavioral and general health care sectors is commonly recognized as a key contributor to disparities in access to and quality of general medical care, especially for people with SMI (Alakeson et al., 2010; Bao, Casalino, and Pincus, 2013; Druss, 2007; Horvitz-Lennon, Kilbourne, and Pincus,

2006). As a result, specialty mental health clinics in the public sector (e.g., community mental health centers and substance abuse programs) are typically accountable only for the treatment of BH conditions rather than the full-scope of health issues affecting people with those conditions. As noted by the Institute of Medicine (IOM) nearly a decade ago, the general separation of medical and BH care makes coordinated health care especially unlikely for persons with SMI (IOM, 2006).

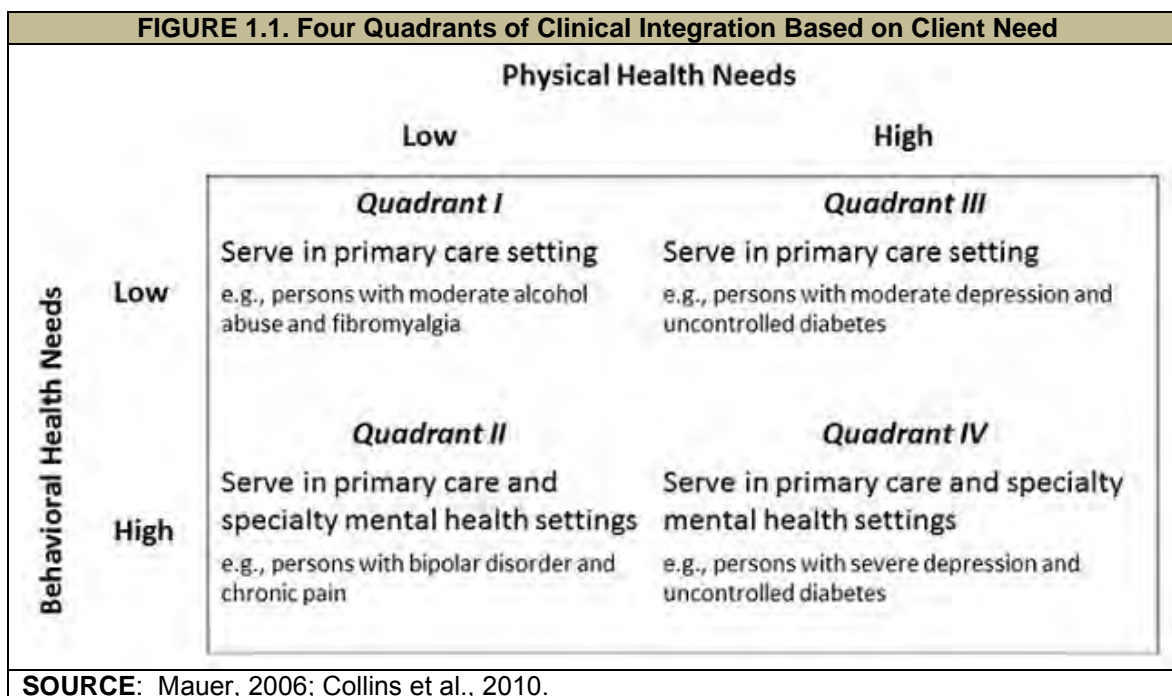
Toward a Potential Solution

Achieving greater clinical and health system integration between service providers and systems is a centerpiece of the IOM strategy for improving the quality of care for people with mental health and SUDs (IOM, 2006). It is also a strategy endorsed by the President's New Freedom Commission on Mental Health (2003) and the Bazelon Center for Mental Health Law (2004). Clinical integration is also a fundamental component of national health care reform (Rittenhouse and Shortell, 2009; Katon and Unutzer, 2013).

Integrated primary and BH care is expected to address a number of clinical and health system issues creating disparities in health and health care for adults with SMI. For example, issues such as lower medication adherence, higher incidence of co-occurring chronic medical conditions, higher incidence of co-occurring alcohol and drug abuse problems, the lack of a stable medical home, and the need for more complex medical plans, common among adults with SMI (Mauer, 2006), are expected to be addressed in integrated care settings. In particular, these settings provide more time for providers to address complex medical issues; stronger collaborative relationships between PC and BH providers; improved capacity for PC providers to distinguish between physical health and BH problems; and opportunities for same day, same facility appointments, which could improve adherence to treatment recommendations such as routine screenings and medication checks (Koyanagi, 2004). While simply combining streams of primary and BH care services is unlikely to create an environment in which all of these optimal conditions are necessarily met, several approaches to integration have been attempted and specific integration models with specific strategies for effective integration have been proposed.

Integration Models, Standards, and Implementation

Integrated primary and BH care can work in two directions, either: (1) specialty BH care is introduced into PC settings; or (2) PC is introduced into specialty BH settings. There is growing consensus that adults with SMI, particularly those with comorbid chronic physical health conditions, should receive care based in specialty BH settings based on perspectives that people are best served in the settings where they have principal connections with the health care system (Alakeson et al., 2010), or by their degree of medical and BH care needs; this population and its service needs are represented in Quadrant Four of Mauer's (2006) Four Quadrant Model of Clinical Integration (Figure 1.1).



Yet, the academic literature on BH-based integrated care is in its infancy and strategies for integrating BH-based programs of integrated care come primarily from PC-based integration experiences. Some of the lessons learned that may be relevant to BH-based programs suggest that implementation will require practice and policy changes at multiple levels (e.g., service delivery, information exchange, health care workforce, financing of care, quality oversight) (Horvitz-Lennon, Kilbourne, and Pincus, 2006) and that multidimensional efforts to improve integrated care are more likely to achieve positive results (IOM, 2006). According to the IOM, successful integration efforts typically include screening for co-occurring conditions, making a formal determination to either treat or refer individuals for treatment of co-occurring conditions, implementing more effective mechanisms for linking providers of different services to enable joint planning and coordinated treatment, and providing organizational supports for collaboration between clinicians on-site and off-site. The extent to which responsibility and accountability are explicitly assigned among providers and delivery systems involved in the integrated care process is critically important to its overall success.

Some of the most well-known, explicit models for integrating care have grown successively out of the Chronic Care Model (CCM). The CCM incorporates six elements for improving the quality of chronic illness care: (1) providing chronic illness self-management support to patients and their families; (2) redesigning care delivery structures and operations; (3) linking patients and their care with community resources to support the management of their illness; (4) providing decision support to clinicians; (5) using computerized clinical information systems to support compliance with treatment protocols and monitor patients' health indicators; and (6) aligning the health care organization's (or provider's) structures, goals, and values to support chronic care

(Bodenheimer et al., 2002). The CCM's emphasis on the use of interdisciplinary structures and practices in which a clear division of the roles and responsibilities of the various team members fosters their collaboration is a noteworthy innovation of the model (IOM, 2006); however, it may also constitute an implementation challenge, as it requires new roles and divisions of labor among clinicians with differing training and expertise (IOM, 2006).

The Patient-Centered Medical Home (PCMH), rooted in the CCM, includes seven principles for providing comprehensive care that facilitates partnerships between individual patients and their personal physicians (Joint Principles of the PCMH, 2007; Croghan and Brown, 2010). These principles are: (1) personal physician; (2) physician-directed medical practice; (3) whole-person orientation; (4) coordinated and/or integrated care across the health system; (5) quality and safety; (6) enhanced access to care; and (7) appropriate payment structure. The National Committee for Quality Assurance (NCQA) has now published standards and guidelines for a PCMH certification process (NCQA, 2011a, 2011b), and through this process there is the opportunity to increase consistency of care across PCMHs. As of April 2013, 43 states have adopted a policy to advance medical homes (National Academy for State Health Policy, 2013) and a large Medicare demonstration project is currently underway (Bao, Casalino, and Pincus, 2013).

The newest of the models reviewed here--the Health Home--was established as an incentivized option for state Medicaid programs under section 2703 of the Affordable Care Act and builds on the PCMH to provide accessible and accountable services for individuals with multiple chronic conditions. The Health Home includes key PCMH characteristics such as access to and coordination of services, including preventive care, and the adoption of recovery orientation, among others (Smith and Sederer, 2009; Alakeson et al., 2010). Health Homes can be specialized to meet the needs of a particular population, such as adults with SMI. Standards for Behavioral Health Home certification targeting adults with SMI are scheduled to be released by the Joint Commission in early 2014 and will provide a framework to help organizations provide quality care, meet state Medicaid requirements, and improve their reimbursement structure for integrated primary and BH care (Joint Commission, 2013).

While accreditation standardizes the way in which integrated care is implemented, variability in model implementation can still occur. Even among organizations endorsing a single model and sharing several key components of care, the degree to which primary and BH care is truly integrated in practice can vary. Recently, the SAMHSA Health Resources and Services Administration (HRSA) Center for Integrated Health Solutions (CIHS)--the first "national home" for information and resources dedicated to bidirectional integration of BH and PC--endorsed a standard framework to describe levels of integration along a continuum (CIHS, 2013). Based on the pioneering work of others (Doherty, 1995; Blount, 2003), CIHS provides a six-level framework for classifying within-program integration (Table 1.1).

TABLE 1.1. Standard Framework for Levels of Integrated Health Care		
Integration Categories	Integration Levels	Description
Coordinated Care	Level 1 --Minimal Collaboration	BH and PC providers work at separate facilities and have separate systems. Providers communicate rarely about cases. When communication occurs, it is usually based on a particular provider's need for specific information about a mutual consumer.
	Level 2 --Basic Collaboration at a Distance	BH and PC providers maintain separate facilities and separate systems. Providers view each other as resources and communicate periodically about shared consumers. These communications are typically driven by specific issues. For example, a PC physician may request a copy of a psychiatric evaluation to know if there is a confirmed psychiatric diagnosis. BH is most often viewed as specialty care.
Co-located Care	Level 3 --Basic Collaboration On-site	BH and PC providers are co-located in the same facility but may or may not share the same practice space. Providers still use separate systems, but communication becomes more regular due to close proximity, especially by phone or email, with an occasional meeting to discuss shared consumers. Movement of consumers between practices is most often through a referral process that has a higher likelihood of success because the practices are in the same location. Providers may feel like they are part of a larger team, but the team and how it operates are not clearly defined, leaving most decisions about consumer care to be made independently by individual providers.
	Level 4 --Close Collaboration with Some System Integration	There is closer collaboration between PC and BH providers due to co-location in the same practice space, and there is the beginning of integration through some shared systems. A typical model may involve a PC setting embedding a BH provider. In an embedded practice, the PC front desk schedules all appointments and the BH provider has access and enters notes in the medical record. Often, complex consumers with multiple health care issues drive the need for consultation, which is done through personal communication. As professionals have more opportunity to share consumers, they have a better basic understanding of each other's roles.
Integrated Care	Level 5 --Close Collaboration Approaching an Integrated Practice	There are high levels of collaboration and integration between BH and PC providers. The providers begin to function as a true team, with frequent personal communication. The team actively seeks system solutions, as it recognizes barriers to care integration for a broader range of consumers. However, some issues, like the availability of an integrated medical record, may not be readily resolved. Providers understand the different roles team members need to play and they have started to change their practice and the structure of care to achieve consumer goals.
	Level 6 --Full Collaboration in a Transformed/Merged Practice	The highest level of integration involves the greatest amount of practice change. Fuller collaboration between providers has allowed antecedent system cultures (whether from two separate systems or from one evolving system) to blur into a single transformed or merged practice. Providers and consumers view the operation as a single health system treating the whole person. The principle of treating the whole person is applied to all consumers, not just targeted groups.
SOURCE: CIHS, 2013. NOTES: BH = behavioral health; PC = primary care.		

These aspects of how resources are brought together and how services are framed and delivered can have significant consequences for the nature and quality of care that consumers receive.

Evidence to Date and Remaining Knowledge Gaps

Multiple randomized, controlled trials have shown that variants of PC-based integrated and/or collaborative care improve quality of care for and outcomes of

substance use and mental health disorders (Druss and Mauer, 2010; Katon and Unutzer, 2013). While there are many fewer studies of BH-based integrated care, reviews suggest that this approach is also promising (Druss and von Esenwein, 2006; Butler et al., 2008). Broadly, studies of BH-based integrated care found improvements in consumers' general medical health and BH and in the quality of care provided (Butler et al., 2008; Druss et al., 2006). For instance, consumers served at BH-based integrated care programs have shown an increase in PC visits, improved attainment of performance measures related to metabolic and cardiovascular risk, and reduced emergency department use (Pirraglia et al., 2012; Druss et al., 2010; McGuire et al., 2009; Saxon et al., 2006; Zappe and Danton, 2004).

The extant literature, however, does not reflect a significant range of BH-based integration approaches that are currently occurring in the field. Specifically, most published studies have been conducted in large, integrated health systems, such as the Veterans Health Administration or other large health maintenance organizations in which PC providers and BH staff were already working together to provide care. Furthermore, such integrated health systems operate as single fiscal entities in which all providers are paid by the same organization, which limits the administrative and financial barriers to integrated care that these programs face. Less systematic accounts of integration of PC in smaller BH systems describe greater and more unique challenges, such as those related to inadequate space for PC activities and difficulty integrating PC activities into the existing organizational workflow (Boardman, 2006). Finally, most research on integrated care has focused on care for people with depression, not SMI more broadly.

More research is needed on the benefits and challenges of integrating PC into diverse BH settings, the approaches and processes by which care is delivered, and their outcomes for adults with SMI. This report, describing SAMHSA and the Office of the Assistant Secretary for Planning and Evaluation's (ASPE's) assessment of the PBHCI grants program, seeks to provide much needed information about this appealing yet understudied and underspecified approach to integrated care.

Primary and Behavioral Health Care Integration Grants

The PBHCI grants program is intended to improve the overall wellness and physical health status of people with SMI, including individuals with co-occurring SUDs, by making available an array of coordinated PC services in community mental health centers and other community-based BH settings. In particular, better coordination and integration of PC and BH services, improved prevention, early identification and intervention to reduce chronic diseases, and enhanced capacity to holistically serve those with mental and/or SUDs are expected to lead to better overall health status of the population served.

More specifically, PBHCI grants were intended to support services for adults with SMI receiving care in the public mental health system. While later waves of PBCHI

grantees responded to different requests for applications (RFAs) with slightly different foci, requirements, and funding conditions, the first three cohorts of PBHCl (n=56 of now 100) grantees are the focus of this report, since they were funded at the time that the evaluation (described below) began. These first three cohorts received \$500,000 per year over four years to implement four core and six optional program features comprising integrated primary and BH services for adults with SMI as described below. Additional detail about the similarities and differences between the early and later grantee cohorts is given in Chapter Two (see Table 2.1).

Core and Optional Program Features

The first 56 PBHCl grantees implemented core (required) and optional program features identified in the RFA, as well as a range of other activities that were not specified in the RFA. Therefore, while programs had some features in common, they also varied widely in terms of how integration was conceptualized and operationalized in practice.

The four core program features represented services targeted to coordinate access to PC and/or services for which there was no funding source. These features were:

1. Screening/referral for necessary PC prevention and treatment, including screening/assessment/treatment and referral for hypertension, obesity, smoking, and substance abuse.
2. Developing a registry/tracking system for all PC needs and outcomes for consumers with SMI.
3. Care management, understood as individualized, person-centered planning and coordination to increase consumer participation and follow-up with all PC screening, assessment, and treatment services, including the involvement of consumers and family members in service development and implementation and peer/support management services.
4. Incorporation of prevention and wellness support services, including nutrition consultation, health education and literacy, peer specialists, and self-help/management programs, into individualized wellness plans for each person receiving services through the grant.

Core program features could be implemented through any strategy proposed by the grantee. Grantees could provide the PC services themselves, purchase them through contracts with other providers, or make them available through a memorandum of agreement (MOA) with other providers.

Six optional strategies for integrating PC services into community mental health settings were also proposed in the RFA:

1. Undertake regular screening and registry tracking/outcome measurement at the time of psychiatric visits for all individuals receiving psychotropic medications.
2. Co-locate medical nurse practitioners (NPs)/PC physicians in BH facilities whose charge is to provide routine PC services.
3. Identify a PC supervising physician within the full-scope health care home to provide consultation on complex health issues for the psychiatrist, medical NPs, and/or nurse care manager.
4. Embed nurse care managers within the PC team working in the BH setting to support specific individuals (i.e., those with significantly elevated levels of glucose, lipids, blood pressure (BP), and weight/body mass index [BMI]).
5. Use evidence-based practices (EBPs) in clinical preventive services developed to improve the health status of the general population, adapting these practices for use in the BH system.
6. Create wellness programs that utilize proven methods/materials developed for engaging individuals in managing their health conditions, adopting these programs for use in the mental health setting with peers serving as group facilitators.

Infrastructure Development

SAMHSA anticipated that some infrastructure development could be necessary for grantees to successfully implement their PBHCl programs. As such, up to 25% of the total grant award could be used for infrastructure such as interagency coordination mechanisms and partnerships with other service providers for service delivery (e.g., building provider networks and linkages among service partners); policies to support needed collaborative service system improvement (e.g., changes in standards of practice and data sharing); workforce development (e.g., training, support for certification/licensure, or credentialing); enhanced computer systems, management information systems, and electronic health records (EHRs); training/workforce development to assist in the provision of effective services consistent with the purposes of the grant, as well as coordinating access to and enrollment in public/private insurance; and process redesign to enhance effectiveness, efficiency, and optimal collaboration between PC and BH provider staff.

Data Collection, Performance Measurement, and Assessment

Grantees could designate up to 20% of the total grant award for expenses related to data collection, performance measurement, and assessment. PBHCl grantees,

especially in the first three cohorts, had considerable data collection responsibilities (see Chapter Two). Briefly, grantees collected data on client-level BH, physical health, and service utilization, as well as program-level infrastructure development, prevention and mental health promotion, and program innovation and implementation.

They were also asked to provide an assessment of the PC needs of the consumers with SMI served by their agency, to describe how their project data would be analyzed by racial/ethnic group to ensure that appropriate populations were being served and disparities were minimized, and to develop a plan to sustain integrated services beyond the life of the grant.

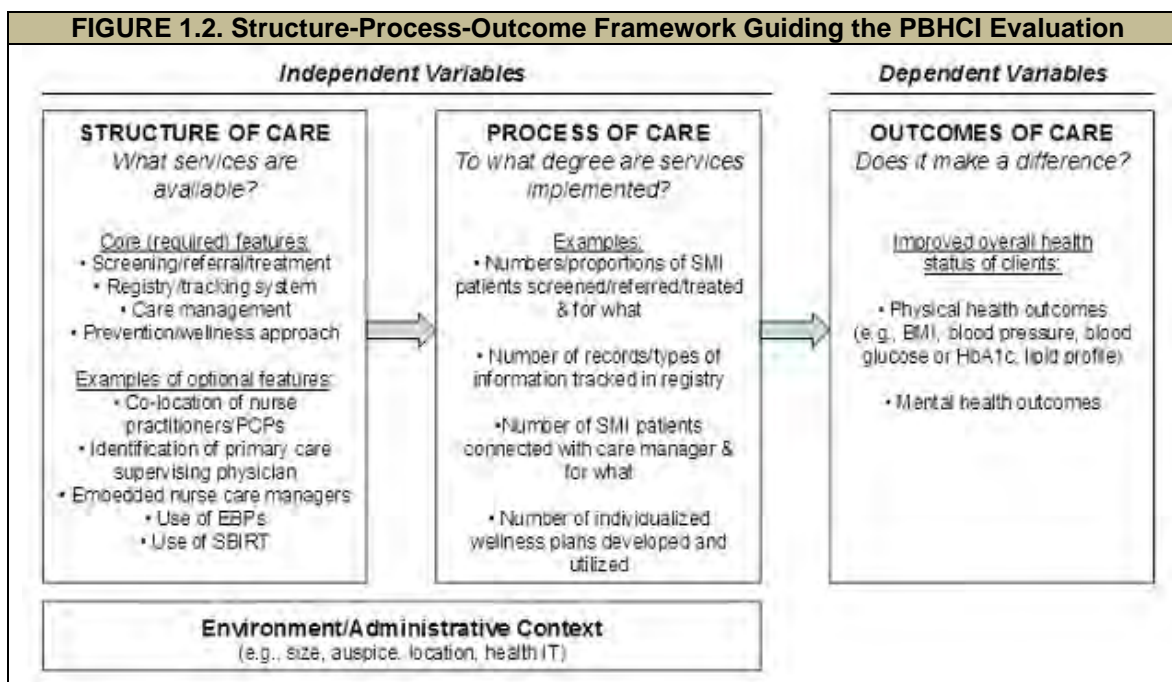
Primary and Behavioral Health Care Integration Evaluation Design

Administrative Context

The PBHCI grants program is of interest to several federal agencies, including SAMHSA, HRSA, ASPE, and the Centers for Medicare and Medicaid Services (CMS). As such, several aspects of the broader PBHCI initiative have resulted from collaborations between each of these agencies. For instance, the Technical Assistance Center is jointly funded by SAMHSA and HRSA, and the PBHCI evaluation design and evaluation were jointly funded and administered by SAMHSA and ASPE. PBHCI was also mentioned in CMS' 2703 State Medicaid Director letter to states as a source of information on how to integrate primary and BH care services. In short, the PBHCI grants program is the result of targeted interagency collaboration specifically focused on integrated care for adults with SMI (see Alakeson et al., 2010). The evaluation design and procedures approved and supported by SAMHSA and ASPE are described below.

Overview and Conceptual Framework

The purpose of this project was to evaluate the PBHCI grants program in order to understand: (1) implementation strategies and processes; (2) whether the program leads to improvements in outcomes; and (3) which program models and/or model features lead to better outcomes. To answer these questions, RAND designed the PBHCI evaluation around a structure-process-outcomes framework, following the assumption that health care outcomes (e.g., symptoms, quality of life, and functional status) are influenced both by the structure of care (e.g., what services are available) and the processes of care (e.g., to what degree the services are implemented and appropriately delivered to clients) (Figure 1.2) (Donabedian, 1966, 1980). In 2009, RAND won the contract to design the evaluation for the first 13 PBHCI grantees concurrent with the first year of program implementation. As additional grant funds became available, the design was adapted and expanded to accommodate the larger pool of grantees as much as possible.



The structure of PBHCI care previously included four core features of integration and an unlimited number of optional features that grantees could choose to implement. Each of these features represented some standard set of components, functionalities, and/or practices that may or may not have been present at grantee sites. Moreover, the strategies with which the grantees implemented these features, the comprehensiveness of implementation and what happened as a result of their implementation efforts could also be different across sites, due in part to the actual components, functionalities, and/or practices of each feature present at each site, as well as their different environments and administrative contexts. This report makes a unique contribution to the empirical literature, as it provides new information on what works in BH-based PBHCI in myriad settings; it also describes how it works.

SAMHSA and its collaborating agencies identified three main research questions to be answered through this evaluation.

Research Question 1: Process Evaluation

Is it possible to integrate the services provided by PC providers and community-based BH agencies (i.e., what are the different structural and clinical approaches to integration being implemented)? To answer this descriptive, process-oriented question, we measured the extent to which key integration features and strategies were present at each grantee site (program and staff-level analyses) and the degree to which individuals with SMI received appropriate integrated services (consumer-level analysis). The data used to answer this research question came from both quantitative and qualitative sources.

Quantitative information describing program structural features and clinical processes came from a program and staff-level web-based survey designed to capture information on program implementation and operation, as well as from client-level service utilization data collected from grantees. Client-level service utilization data were used to characterize the types and amount of services received by PBHCI consumers, as well as to construct quality metrics of care wherever possible. These data were supplemented by qualitative information collected through quarterly reports submitted by all grantees for all quarters and RAND-conducted site visits at six sites selected to be broadly representative of the program as a whole. PBHCI processes were therefore described quantitatively and supplemented with specific examples of program implementation and conduct that were noted by RAND researchers while on-site at PBHCI programs around the country.

Research Question 2: Outcomes Evaluation

Does the integration of primary and BH care lead to improvements in the mental and physical health of the population with SMI and/or substance use disorders served by these models? To answer this question, we compared individuals at three selected intervention (PBHCI) sites and three matched control-sites on changes in physical health and BH indicators over time (a quasi-experimental design). The comparative effectiveness study was limited to three intervention sites due to resource constraints.

Within the context of this quasi-experimental design, we used a difference-in-difference analysis to estimate the size of PBHCI effects on various outcomes among the population served. This method entails comparing the differences of the two repeated outcome measurements in each individual served at intervention and control-sites. For example, we compared the differences in baseline and follow-up measurements of BP between consumers served at intervention and control-sites. To ensure that these comparisons were fair and meaningful, we balanced the intervention and control-site populations using propensity score matching. A propensity score (i.e., the probability that an individual with known characteristics was in the intervention group) was used to select or weight control cases so that they provided an estimate of what the outcomes would have been for intervention cases had they *not* received PBHCI services. Intervention outcome effects were then estimated by comparing individuals treated at PBHCI sites with these weighted control cases. These data provide a non-representative but rigorous assessment of PBHCI effects on consumer physical health and BH as compared to conditions in a non-integrated setting.

Research Question 3: Model Evaluation

Which models and/or model features of integrated primary and BH care lead to better mental and physical health outcomes? Our initial work describing the PBHCI grantees suggested that grantees selected implementation models (e.g., CCM, Cherokee, etc.) that were not reliably associated program structures or processes (i.e., many programs implemented “bits and pieces” or combinations of several integration models). Therefore, our approach to Research Question 3 focuses on model features

whose presence or absence could be assessed more reliably and their relationship to outcomes.

We used data from the web-based survey (collected from 55 of the 56 participating grantee sites) to examine correlational relationships between model features, processes of care, and outcomes. Specifically, since there were only three PBHCI sites included in the comparative effectiveness study (i.e., outcomes evaluation--Research Question 2), we could not conduct an analysis that included model features/strategies, processes of care, and outcomes in a single analytic modeling effort. To circumvent this sample size issue, we separately analyzed data from the 55 participating sites to examine the relationship between structure (model features measured at the program level) and process of care indicators (measured at the client level). The results of this analysis identified specific model features associated with higher rates of appropriate care. We then conducted a separate, second set of analyses that was restricted to the three programs in the comparative effectiveness evaluation and extended the individual-level difference-in-difference analysis to include processes of care indicators that predict outcomes and may help to explain differences in outcomes among the three program sites. This two-step approach enabled us to draw tentative conclusions about which model features are most likely to result in processes of care that predict positive outcomes.

Report Structure

In Chapter Two, we provide basic information about the project methodology, supplemented by additional methodological detail in the Appendix. We then answer Research Question 1 over two sequential chapters, each describing fundamental components of the process evaluation. Chapter Three describes the PBHCI programs' locations, physical structures, staff teams, and processes. Chapter Four describes PBHCI consumers' care needs and service utilization. Specifically, we describe the characteristics of consumers served, their degree of assessed risk for chronic physical health conditions, and the services that they received while enrolled in PBHCI during their first year in care. The process evaluation results provide important contextual information. In Chapter Five, we describe the outcomes evaluation (Research Question 2) that tested the effects of PBHCI on consumer physical health indicators in the context of a small comparative effectiveness study. Since our approach to answering Research Question 3 integrates data and findings from Research Questions 1 and 2, we answer this research question last by relating model features to consumer outcomes in Chapter Six. In Chapter Seven, we summarize our results and provide implications for programs and the field at large.

2. METHODS

Overview

This chapter provides an overview of the sample of PBHCl grantees included in the evaluation, the data collection methods, and the measures used to answer Research Questions 1 (Process), 2 (Outcomes), and 3 (Model Features). Additional methodological information about data sources and analysis is provided throughout the report, as well as in the Appendix.

All PBHCl evaluation procedures were reviewed and approved by RAND's Human Subjects Protection Committee and the federal U.S. Office of Management and Budget (OMB).

Grantee Population

At the time that this evaluation was designed, SAMHSA had funded 13 PBHCl grantees. Midway through the evaluation design, RAND received notice that the evaluation would be expanded by nine grantees for a total of 22 grantees. At the time of this report, SAMHSA had awarded 100 PBHCl grants. Of these 100 grants, the first 56 programs (awarded across three subsequent waves, or cohorts, of funding) were included in this evaluation because they were funded at the time that the evaluation began. Cohort I includes 13 grantees (awarded in September 2009), Cohort II includes nine grantees (awarded in September 2010), and Cohort III includes 34 grantees (also awarded in September 2010). Cohort IV (awarded in September 2011), Cohort V (awarded in September 2012), and Cohort VI (awarded in July 2013) were not included in the evaluation. Cohorts I-III were funded from the same RFA based on priority score. Additional detail about PBHCl Cohorts I-VI appears in Table 2.1. Specifically, Table 2.1 shows the number of grantees in each cohort, the cohorts of grantees included in this evaluation, and those cohorts funded from the original RFA released in 2009. It also describes some between-cohort differences, including the requirement of a tobacco cessation program and related data collection activities, the receipt of a health information technology (HIT) supplement to achieve federal standards for HIT meaningful use--Stage 1, and additional detail about the foci of cohorts funded after the evaluation began.

TABLE 2.1. Between-Cohort Differences for Grantees Included in and Excluded from the Multisite Evaluation						
Cohort	I	II	III	IV	V	VI
Number of grantees	13	9	34	8	30	6
Included in this multisite evaluation	X	X	X			
Funded from 2009 RFA	X	X	X	X		
Experienced change in data reporting requirements mid-project	X					
Tobacco cessation program required		X	X	X	X	X
Eligible to have received HIT supplement (\$200,000) to achieve federal standards for HIT Meaningful Use, Stage 1 ^a	X	X	X	X		
Funded from 2012 RFA [including emphasis on health homes and Meaningful Use HIT standards, requirements around consumers served per year 9,600 consumers by end of Year 4), lower total funding per year (\$400,000)]					X	X
Optional (O) or Required (R) recording of breath CO (tobacco smoke exposure) and waist circumference (metabolic syndrome)	O	O	O	O	R	R
NOTES: CO = carbon monoxide; HIT = health information technology; RFA = request for applications. a. 47 of 56 eligible grantees received the HIT supplement.						

Evaluation Methods and Measures

A goal of the RAND evaluation design was to minimize grantee burden and, as such, the majority of data used in the evaluation were collected by PBHCI grantees in service of their grant agreements with SAMHSA. Beyond these SAMHSA data reporting requirements, RAND requested (but did not require) additional data from grantees. RAND also conducted limited primary data collection. Table 2.2 describes the methods and measures used to collect data about PBHCI programs and how the data were used to answer the evaluation's main research questions. Additional information about each method and its measures is also detailed below.

TRAC Consumer-Level Data

TRAC is the web-based system through which all grantees funded by the SAMHSA Center for Mental Health Services (CMHS) are required to report performance measurement data. The TRAC system is a web-based data entry and reporting system that provides a data repository for CMHS program performance measures. Performance measures are collected as part of a CMHS effort to promote accountability within its programs. This effort is mandated by the Government and Performance Results Act (GPRA) and the OMB's Program Analysis Review Tool (PART).¹ This evaluation drew on two sets of data submitted by grantees to TRAC: SAMHSA's National Outcome Measures (NOMs) and a new NOMs section designed for this grant program (Section H) that includes physical health indicator data.

¹ For more information about the TRAC system, see SAMHSA (undated).

TABLE 2.2. Grantee Data Collection Requirements and Additional Data Sources for the PBHCI National Evaluation						
Method	Measures	Level of Observation	Participating Sites	SAMHSA Required?	Data Collection Period	Research Question
TRAC	NOMs (including Section H)	Consumer	All sites (n=56)	Yes	Life of grant	Process, Outcomes, Model Features
SharePoint	Individual service use (registry)	Consumer	All sites (n=56)	No	Winter 2011-April 2013	Process, Model Features
	Quarterly reports	Program	All sites (n=56)	Yes	Life of grant	Process, Model Features
Site Visit Interviews	Semi-structured staff interviews	Program	PBHCI sites (n=6) Matched control-sites (n=3)	No	Spring 2013	Outcomes
Web Survey	Structured self-report	Provider	All but one site (n=55) ^a	No	Spring 2013	Process, Model Features
Biometric Screening	Physical exam and survey	Consumer	PBHCI sites (n=3) Matched control-sites (n=3)	No	Spring 2012 (Cohort I) Spring 2013 (Cohort III)	Outcomes
NOTES: NOM = National Outcome Measure; PBHCI = primary and behavioral health care integration; SAMHSA = Substance Abuse and Mental Health Services Administration; TRAC = TRansformation Accountability. a. The web survey was administrated to all 56 sites, but no responses were received from one site.						

NOMs

SAMHSA's NOMs tool is a standardized questionnaire that captures consumer-level BH information. NOMs domains used in the evaluation include demographics, functioning, stability in housing, education and employment, crime and criminal justice status, perception of care, social connectedness, services received, and status at reassessment and clinical discharge. Additional information about trauma and military service are now also included in the NOMs, but these fields were added after the evaluation was designed and underway; therefore they were not included in any analyses in this report. The NOMs is completed when consumers enroll in the PBHCI program, every six months thereafter, and at discharge.

NOMs Section H--Physical Health Indicators

PBHCI grantees also completed a program-specific section of the NOMS (Section H) for tracking physical health indicators, which facilitated standardized reporting and consolidation of physical health data across grantees. Data reported through Section H included height, weight, glycated hemoglobin (A1c) and/or blood glucose, BP, triglycerides, and cholesterol. These data were used as biomarkers for obesity,

diabetes,² hypertension, hyperlipidemia, and hypercholesterolemia, respectively. Grantees could report optional indicators such as waist circumference and breath CO, which were used as indicators of metabolic syndrome and smoking status, respectively. Grantees could also indicate if a fast occurred prior to a consumer's blood tests.

SharePoint

RAND created a PBHCI Microsoft SharePoint site, a secure, online repository for PBHCI project data not submitted through TRAC. Grantees had individual log-ins and passwords and, once logged into the system, they only had access to directories pertaining to their PBHCI site. RAND staff, SAMHSA grant program officers, and technical assistance staff also had limited access to the SharePoint site and could communicate and share documents securely with grantees through this mechanism. All grantees submitted two main types of data to RAND through SharePoint: quarterly reports and individual service use data.

Quarterly Reports

Quarterly reports, designed and required by SAMHSA, were intended to capture emergent information about the innovative approaches grantees take to accomplish PBHCI program goals. Quarterly reports contained qualitative program-level information about accomplishments, changes in staffing, the involvement of consumers and families, barriers to program accomplishment, infrastructure activities, wellness activities, progress with data collection, program components implemented through grant activity, funding sources, eligible program consumers, staff involvement in SAMHSA group activities, and other grant programs. Quarterly reports could also include supplementary materials such as press releases or résumés of new hires, as appropriate. Quarterly report data were reviewed to develop the content of the web survey and site visit interviews, with particular attention to the challenges identified by grantees.

Individual Service Use

Individual service utilization data (sometimes referred to as “registry data,” as these data may have come from programs’ clinical registries) were requested by SAMHSA on behalf of RAND. The individual service use data include quantitative information about service use for physical health, mental health, substance use, and wellness programs, as well as contacts with various providers of care. Anecdotally, physical health service use data appear more systematically collected across sites, whereas mental health and substance use data are less complete and reliable.

² Two different kinds of tests were used to diagnose pre-diabetes. The fasting plasma glucose (FPG) test measures glucose that is floating free in the blood after fasting and only shows the blood glucose level at the time of the test. The A1c test measures the amount of glucose attached to hemoglobin (the oxygen-carrying protein in red blood cells), and because the lifespan of red blood cells is approximately 120 days, A1c reflects long-term glycemic exposure, representing the average glucose concentration over the preceding 8-12 weeks.

The data received by RAND were consumer day-level summaries of all services received. Specifically, programs logged all services received by a consumer on any day that the consumer made contact with the program. Note that multiple contacts with a provider or multiple services received on the same day were counted as a single contact, as data were aggregated at the level of consumer days. Individual service utilization data were collected in any standard spreadsheet or database format and then uploaded to SharePoint. Individual service use data were submitted quarterly by grantees and at the same time as quarterly reports, as the two data sources were intended to be complementary.

Site Visit Interviews

RAND conducted in-depth, in-person interviews with select staff from the three PBHCI and three non-PBHCI sites taking part in the outcomes evaluation (Research Question 2; see Chapter One and Chapter Five) plus three additional PBHCI sites, for a total of nine site visits (n=6 PBHCI, n=3 control). Overall, sites were selected for diversity in their approaches to implementing PBHCI (e.g., geographical location, urbanicity, client demographics, services provided, PC partner agency) and at least moderate early implementation success (e.g., providing higher-than-average rates of PC provider and case manager contacts, reliable data reporting, endorsement by SAMHSA project officers after the first two years of the grant). Site visits at intervention sites occurred after approximately two years of program implementation. Matched control-sites were selected because they were within the same state as their PBHCI pair and because they offered similar programs and served similar clientele as their PBHCI pair without offering PC (i.e., PC was not part of their program, nor did they have a formal referral relationship with a PC provider).

Site visit interviews were conducted with select staff from the following domains: program leadership (administrators, which may include program managers, medical directors, chief financial officers, key administrators, and evaluators/data managers), care coordinators, PC providers (physicians, NPs, physician assistants [PAs], and wellness educators), and BH providers (psychiatrists, psychologists, social workers, case managers, and/or peer specialists). These interviews addressed topics including BH/PC collaboration, program structural features, screening and referral, registry and consumer tracking, performance monitoring, care management, EBPs, wellness/prevention/early intervention, self-management support, consumer involvement, electronic capabilities, women and minority health cultural competency, and program implementation. Staff interviews lasted one to two hours each.

The purpose of the site visits was to collect more detailed and qualitative information about program structures, staff, and processes to supplement the quantitative data collected through the web-based survey.

Additional detail about these site visits is given in the Appendix.

Web-Based Survey

RAND conducted a web-based survey of select administrative, PC, BH, and care management PBHCI staff in the third year of the evaluation. The web-based survey included information about BH/PC collaboration, program structural features, screening and referral, registry and consumer tracking, performance monitoring, care management, wellness/prevention/early intervention, self-management support, consumer involvement, electronic capabilities, women and minority health cultural competency, and program implementation. Given that there are no existing/validated standards for evaluating the integration of PC into BH settings, we adapted relevant content from the 2011 NCQA Standards and Guidelines for Patient-Centered Medical Homes, which involve the integration of BH and care management into PC settings.

Further details about the web survey appear in Chapter Three.

Physical Health Screening

RAND issued a subcontract to Onsite Health Diagnostics (OHD), a biometric screening contractor, to administer a slightly modified version of the NOMs and the NOMs Section H physical health indicators data for the comparative effectiveness evaluation at three control (baseline and one-year follow-up) and three intervention (follow-up only) sites. This additional primary data collection was necessary to obtain information from control-sites (who were not collecting or submitting data to TRAC) and to provide comparable follow-up data collected within the needed time frame for participants at the participating PBHCI sites. Additional detail about the site selection, sample recruitment, and biometric screening procedures is given in the “Comparative Effectiveness Study” section in Chapter Five.

3. PROCESS EVALUATION I: PROGRAM STRUCTURES AND PROCEDURES

Overview

In this chapter, we describe the first half of the process evaluation, designed to answer Research Question 1, *Is it possible to integrate the services provided by PC providers and community-based BH agencies (i.e., what are the different structural and clinical approaches to integration being implemented)?* In particular, the focus of this chapter is on describing the structures and procedures of PBHCI programs of care and assessing how program structures and procedures constitute integrated care. We complete the discussion of the process evaluation in the next chapter, in which we describe the nature and extent of primary and BH care services used by PBHCI consumers and how those service utilization patterns can be used to operationalize and interpret programs' success at integrating primary and BH care.

Methods

The data in this chapter come primarily from the staff web survey and are supplemented with data from quarterly reports and site visit interviews (see the Chapter Two and the Appendix).³ Since this is the primary section of the report in which web survey data are used, we provide additional detail about survey development, administration, and data analysis here. Note that, although the web survey questions were aimed at gathering information about grantees' PBHCI programs and consumers (as defined in the following section), we do not know which program features existed prior to the PBHCI grant and which were newly added or expanded using PBHCI resources.

Web Survey Development

The web survey was developed to assess variation in PBHCI program implementation of core and optional PBHCI program features such as screening/referral, registry/tracking, care management, wellness and preventive services, and staffing. It was also designed to capture the degree of integration with respect to a variety of structural and clinical program components (e.g., the management of health records and treatment planning). Web survey respondents were instructed to consider PBHCI consumers as any "adult with serious mental illness [with or without co-occurring substance use disorder] who received PC, physical health, or wellness services through your agency's PBHCI grant-funded program" and their

³ All web survey data are presented out of a total of 55 because one of the 56 grantees had no survey respondents.

PBHCI program as “your agency’s integrated BH, PC, physical health, and wellness services for adult consumers with serious mental illness (and, in some cases, co-occurring substance use disorder).”

Given that there are no existing/validated standards for evaluating the integration of PC into BH settings, we adapted relevant content from the 2011 NCQA Standards and Guidelines for Patient-Centered Medical Homes, which involve the integration of BH and care management into PC settings. The NCQA standards provide criteria for categorizing practices into one of three levels of PCMH recognition, and we adapted items from these criteria in the following domains: consumer access to care; documentation of consumer data; care management services; tracking and following up on tests, referrals, and care at other facilities; and the use of performance data for quality improvement. Additional questions were developed based on themes that emerged from the quarterly reports and site visits, such as integration culture and barriers to providing integrated care. To refine the survey content, wording, and administration, we pilot tested survey questions during in-person interviews at two Cohort IV program sites (i.e., those not taking part in this evaluation) and included respondents from each staff type group of interest—administrators, BH providers, PC providers, and care managers.

Survey Administration

PBHCI program directors were contacted and asked to provide email addresses for persons holding various positions in their PBHCI program, including administrators, PC providers, mental health providers, and care coordinators. A total of 669 email addresses were provided from all 56 programs queried. A total of 633 invitations to complete the survey were successfully sent; in some cases, an email address had a typographical error or the staff member no longer worked at the agency. Staff received specific sets of questions based on the combination of job roles that they endorsed at the start of the survey.

Data Analysis

We collected grantee-level data (e.g., services provided within the program) from multiple respondents within each program. Quantitative continuous data were averaged within programs. Categorical responses were aggregated within programs by using the most commonly endorsed (i.e., modal) non-missing response. In cases in which programs had data but no unique mode, we assigned a value of “disagree” to differentiate these cases from those in which no program-level data were available. However, for some items related to program administration (e.g., type of agreement with PC partner) we expected PBHCI program leaders to provide the most reliable information, and we used their responses as “tiebreakers” to resolve within-program disagreements. Results using this method are clearly labeled as such.

We note finding a high level of disagreement within programs about “fact-based” program-level features (e.g., the menu of available services). While this may be a

function of the major systemic changes associated with implementing integrated care or changes in program components over time, disagreement or inconsistency in the staff's understanding of their programs' features is itself a variable that may be of interest in future study.

Web Survey Respondents

A total of 388 staff members representing 55 of the 56 PBHCI grantees responded to the web survey.⁴ Between 1 and 15 staff members per grantee responded. The distribution of respondents across job types and the number of grantees represented is summarized in Table 3.1.

TABLE 3.1. Web Survey Respondents by Job Type and Number of Grantees with Job Type Represented		
Job Type	Respondents N (Percentage of 388)^a	Grantees N (Percentage of 55)^b
PBHCI program director or manager	70 (18)	54 (98)
Also care provider ^c	27 (7)	23 (42)
Other administrator (e.g., medical director, CEO, CFO)	42 (11)	27 (49)
Also care provider ^c	18 (5)	16 (29)
Administrative support (e.g., evaluator, data manager, receptionist)	74 (19)	43 (78)
BH provider	71 (18)	34 (62)
PC provider	98 (25)	46 (84)
Care manager or coordinator	69 (18)	40 (73)
Wellness specialist	8 (2)	7 (13)
Peer or mentor	22 (6)	17 (31)
NOTES: BH = behavioral health; CEO = Chief Executive Officer; CFO = Chief Financial Officer; PBHCI = primary and behavioral health care integration; PC = primary care. a. The number of respondents across job types does not total 388 because respondents can be in more than one category. b. The total number of grantees is 55 for all web survey results, since one grantee provided no web survey responses. c. Care provider = either BH provider, PC provider, or care manager/coordinator.		

Results

Program Structures

PBHCI grantees demonstrated variation in the structure of their integrated care programs across several dimensions, including organizational partnerships, the physical location and structure of clinics, the multidisciplinary staff mix, and staff training and expertise.

⁴ For the one grantee with no web survey respondents, none of the six staff members with valid email addresses responded to the survey, despite receiving five reminders each. As a result, all web survey data are presented out of a total of 55 grantees.

Organization Partnerships

To incorporate PC into BH settings, BH agencies could choose to partner with other health care agencies or clinics that could provide them with PC staff and infrastructure, such as facilities, equipment, and record systems, or they could hire individual PC providers directly into their agency. While partnerships with other organizations provide useful resources, they may also provide challenges for grantees due to the additional rules and regulations of the partner organization that must be navigated (Bao, Casalino, and Pincus, 2013).

Results of the web survey showed that most grantees (n=45, 82%) partnered with other health care organizations to provide PC.⁵ Among grantees with PC partnerships, 13 (29%) had developed a formal contract with their partner organizations, 28 (63%) used letters of commitment, or MOA/Memorandum of Understanding, and one relied on an informal unwritten agreement. Partnership agreements typically included policies about communication between organizations, such as how clinical consumer information would be shared (n=40, 73%); coordination of services, such as scheduling BH and PC visits on the same day (n=34, 62%); and financial details (n=36, 65%).

Physical Locations

All participating PBHCI grantees brought some PC services and staff into BH campuses. Co-location requires that BH agencies provide and prepare space in their facilities for PC and wellness services, including exam rooms and private space for obtaining test results and other sensitive health information. It may also involve having on-site laboratories, pharmacies, or other services that make it easier and more convenient for consumers to adhere to provider recommendations. Most grantees (n=43, 78%) described their main BH and PC facilities as located in the same building.⁶ In addition, 21 grantees (38%) reported having a pharmacy on-site, 43 (78%) had on-site phlebotomy, and 4 (7%) had Clinical Laboratory Improvement Amendments (CLIA)-accredited lab testing capabilities (i.e., meeting federally regulated standards), which enable programs to perform a range of common lab tests on-site (e.g., cholesterol and glucose). Three grantees (5%) reported having none of these additional capabilities on-site.

Multidisciplinary Staff

PBHCI programs require multidisciplinary staff. Table 3.2 details the staff mix across PBHCI programs, as well as the quantity of staff time funded by the PBHCI grant

⁵ Based on our review of grantee proposals, 30 grantees (55%) had partnered with federally qualified health centers (FQHCs); however, some of these relationships changed over the course of the grant. More recent data about grantee partnerships with FQHCs is provided in a July 25, 2013 SAMHSA-HRSA CIHS document titled *SAMHSA PBHCI Grantees*.

⁶ Results are based on mode of respondents within programs, with PBHCI program leaders as tiebreakers if there were ties for mode within a program.

versus other sources. Most PBHCI programs included PC physicians (n=44, 80%) who provided services directly to consumers or who supervised NPs or PAs providing direct consumer care. Most programs (n=46; 84%) also included either NPs or PAs. Many programs included registered nurses (RNs) or licensed practical nurses (LPNs) to provide PC support (n=44, 80%); fewer included medical assistants (n=32, 58%).

TABLE 3.2. PBHCI Program Staff: Funded and Not Funded by PBHCI Grant					
Type of Staff	Grantees with This Staff Type N (%)	Funded by PBHCI		Not Funded by PBHCI	
		Grantees N (%)	FTEs Median (Range)	Grantees N (%)	FTEs Median (Range)
PC provider	44 (80)	30 (55)	0.4 (0.1-1.5)	20 (36)	0.8 (0.1-2.0)
NP or PA	46 (84)	39 (71)	1.0 (0.2-2.6)	18 (33)	1.0 (0.2-2.0)
RN or LPN	44 (80)	32 (58)	1.0 (0.2-4.0)	16 (29)	1.0 (0.5-4.5)
Medical assistant	32 (58)	25 (45)	1.0 (0.1-2.0)	20 (36)	1.0 (0.1-6.0)
Nurse care coordinator ^a	39 (71)	36 (65)	1.2 (0.3-3.0)	7 (13)	1.1 (1.0-3.0)
Non-nurse care coordinator ^a	36 (65)	23 (42)	1.0 (0.5-3.8)	7 (13)	2.0 (1.0-6.0)
Case manager ^a	48 (87)	31 (56)	1.0 (0.1-13.0)	21 (38)	5.0 (0.2-80.0)
BH provider	48 (87)	20 (36)	1.0 (0.1-4.0)	26 (47)	3.2 (0.4-20.0)
Peer	41 (75)	31 (56)	0.4 (0.1-1.5)	18 (33)	1.0 (0.1-5.0)
NOTES: BH = behavioral health; FTE = full-time equivalent; LPN = licensed practical nurse; NP = nurse practitioner; PA = physician assistant; PBHCI = primary and behavioral health care integration; PC = primary care; RN = registered nurse. FTEs are calculated using within-program means of web survey respondent estimates. Program inclusion of staff type is based on the modal response, with PBHCI program leaders as tiebreakers to resolve disagreements. a. For this question, <i>care coordinators</i> were defined as linking PC and BH services, and <i>case managers</i> were defined as linking consumers to community services.					

PBHCI grantees were required to provide care management, defined as individualized person-centered planning and coordination to increase consumer participation and follow-up with all PC screening, assessment, and treatment services. Some BH agencies used existing BH staff, such as case managers, to fill this role, whereas others recruited new personnel. Most grantees (n=39, 71%) staffed nurses as care coordinators, and 36 (65%) included non-nurse care coordinators. To link consumers to non-health community services (e.g., housing and employment), 48 grantees (87%) included case managers.

Many programs (n=41, 75%) employed peer specialists who supported PBHCI through their insights and ability to build rapport and trust with other consumers. Survey respondents indicated that peers helped grantees design their PBHCI programs, helped with consumer recruitment and engagement, and helped with provider-consumer communication across an array of services. In the “other” free-text category of care team staff members, seven (15%) of PBHCI programs reported hiring wellness specialists, and less than four (7%) grantees specified a smoking cessation coach, a diabetes educator, a nutritionist, an occupational therapist, or an employment specialist to work with participating consumers.

Staff Experience, Training, and Supervision

To ensure that PC and BH providers had the skills and knowledge necessary for providing quality integrated care, programs could provide education or training opportunities for members of their care teams. Training could be provided by grantees or by external resources, and the examples provided to web survey respondents included education to BH providers about physical health conditions or treatments and education to PC providers about BH conditions or treatment services. Among the grantees that employed each of the following staff types, 84% (37 of 44) provided training for PC physicians, 89% (41 of 46) for NPs or PAs, 93% (41 of 44) for RNs or LPNs, 66% (21 of 32) for medical assistants, 87% (34 of 39) for nurse care coordinators, 89% (32 of 36) for non-nurse care coordinators, 94% (45 of 48) for case managers, and 88% (42 of 48) for BH providers. Programs could also assign supervisors to facilitate the integration of care. Supervision of integrated care activities (e.g., regular meetings to discuss consumer cases that are focused on building clinician expertise and ensuring the quality of integrated services) was reported by 51 grantees (93%).

Clinical Delivery Systems

Programs also varied in how they delivered care to participating PBHCI consumers in terms of PC-BH provider collaboration, screening, primary and preventive care, case management and coordination, processes for medication reconciliation and referrals to outside providers, wellness and self-management support services, information systems, approaches to performance monitoring, and plans and approaches to funding and sustainability.

PC-BH Provider Collaboration

Programs could facilitate PC-BH collaboration by implementing regularly scheduled care team meetings to discuss cases and develop integrated treatment plans. Five grantees (9%) reported no regularly scheduled meetings among PC and BH providers, whereas 19 (35%) reported regularly scheduled meetings at least weekly. Among the 284 respondents who reported their opinion about the adequacy of communication between PC and BH providers in their program, 73 (26%) from 35 different programs described the level of communication as inadequate. On average, reports of inadequate communication were higher for programs that did not have regularly scheduled meetings (mean=50% of respondents per program) than for those that met weekly (mean=16% of respondents per program).

PC and BH providers could also collaborate on the development of integrated treatment plans for PBHCI consumers. Overall, 14 (25%) grantees reported using an integrated treatment plan. Within this group, an average 26% of survey respondents (SD= 9%) described the level of PC and BH provider collaboration on consumer treatment plans as close or usual. Among grantees with separate treatment plans, average reports of close or usual collaboration among providers was only slightly lower,

at 24% (SD=24%). In other words, the existence of shared treatment plans was not necessarily associated with collaboration across specialties. Most grantees (n=45, 82%) reported that PC and BH providers collaborated to achieve specific consumer goals for the majority (i.e., 51% or more) of their PBHCI consumers. Three grantees (5%) reported PC-BH collaboration for less than 25% of consumers. The degree to which shared PC and BH information systems facilitate provider collaboration is described below.

Screening

Grantees were required to provide screening to all enrolled consumers for physical health conditions. A full set of screenings included assessments of BP, weight, height, waist circumference, blood glucose, cholesterol, and triglycerides. Most grantees (n=42, 76%) reported that all adults with SMI on their caseloads were eligible for the full set of screenings. Three grantees (5%) targeted consumers with no recent PC contacts and two grantees (4%) targeted consumers with known physical health conditions. Among the 41 grantees that provided web survey information about the indicators included in their PBHCI consumer physical health screening, 95% (n=39) included BP and cholesterol; 93% (n=38) included height, weight, and triglycerides; and 90% (n=37) included glucose or A1c. Waist circumference and breath CO were optional indicators and were collected by 27 (66%) and 14 (34%) grantees, respectively.

Primary and Preventive Care

Programs differed widely in terms of the scope and availability of PC services on-site. Some programs offered a wide range of PC services at the co-located site, including preventive services such as immunizations and gynecological exams and even minor surgeries. In contrast, some programs provided only basic screening and evaluation on-site and referred consumers to other facilities for PC treatment and services.

Most grantees (n=38, 69%) provided PC services at a co-located site five days per week. PC services were available 3-4 days per week in 12 programs (22%) and 1-2 days per week in three (5%) programs. Two grantees (4%) did not provide PC treatment or services beyond basic screening and evaluation on-site (i.e., PC services were not co-located). Seven grantees (13%) provided PC services during the evenings (i.e., after 6 p.m.) either one or two days per week. Two grantees (4%) also provided PC services on the weekend.

Some programs also provided PC clinical advice to consumers by telephone or email. During regular office hours, 38 grantees (69%) provided clinical advice by phone and six (11%) provided it electronically. After office hours, 19 grantees (35%) offered either of these services.

Care Management and Coordination

Care management and coordination services provide individualized person-centered support to help consumers navigate health and community resources. Staff providing these services may have BH, medical, or non-professional backgrounds and may be referred to as case managers, care managers, or care coordinators. The term *case management* is often used in BH settings to describe the coordination of non-health community services for consumers (e.g., housing and employment), whereas *care management* or *care coordination* has been used to emphasize the coordination of health or clinical services. In practice, however, we found the distinction to be less clear. All survey respondents who identified themselves as case managers described the coordination of PC and BH services for consumers as part of their job roles, and 33% of those who identified exclusively as case managers (n=10) described themselves as primarily PC providers. Similarly, 26% of those who identified exclusively as care coordinators (n=8) described themselves as primarily BH providers. In this section, we use the term *care coordinator* to refer to any staff that identified coordination of PC and BH services for consumers as part of their job roles, regardless of their job title.

Care coordinator caseloads varied widely from small to large (e.g., over 700) or unspecified (e.g., some care coordinators are individually responsible for all program participants). Survey respondents included 69 care coordinators from 40 grantee programs (73%). Among them, 42 (61%) reported having a caseload of PBHCI consumers. Caseloads ranged from three to 750, with a mean of 141 (SD=194) and a median of 51. Among care coordinators with caseloads, eight (20%) reported that their caseloads were too high; interestingly, this group did not include those with the five highest caseloads (ranging from 386 to 750). Caseload size was also unrelated to whether a care coordinator identified as a case or care manager or coordinator.

Among care coordinator survey respondents, 11 (16%) had some college education, 28 (41%) had bachelor's degrees, 22 (32%) had master's degrees, and four (6%) had doctoral degrees (e.g., M.D., Ph.D., or Psy.D). Twenty-three care coordinators (33%) reported being licensed health providers, 37 (54%) reported not being licensed, and five (7%) indicated that their profession did not involve licensing. Fifteen care coordinators from 13 programs were nurses (either NPs, RNs, LPNs, or licensed vocational nurses).

At the program level, 30 grantees (55%) reported regularly identifying consumers in need of additional care management support. Initial visits with care coordinators for PBHCI consumers were available within a day for 16 grantees (29%), within a week for 30 (55%), and within two weeks for three (5%). One grantee (2%) reported a wait time of 15-30 days, and the remaining programs disagreed about care coordinator wait times.⁷ Consultation by phone with care managers after hours was available in 16 programs (29%).

⁷ Results are based on mode of respondents within programs, with PBHCI program leaders as tiebreakers if there were ties for mode within a program. Remaining disagreement is due to disagreement among program leaders or missing program leader data.

Medication Reconciliation and Referrals to Outside Providers

PBHCI consumers are likely to be prescribed medications for both PC and BH conditions, making medication reconciliation an integral component of integrated care. Almost all grantees reported tracking medications prescribed to consumers by providers within and outside the organization and assessing client adherence to prescriptions (n=54, 98%), including contacting pharmacies to obtain necessary information about consumer medications. Most grantees also provided consumers with educational materials about their medications (n=46, 84%).

Similarly, for referrals to external health care providers, 45 grantees (82%) reported typically providing external providers with a clinical reason for referral and additional relevant information, and 33 (60%) reported regularly tracking whether consumers attended referred appointments. Electronic or paper-based systems to track consumer lab tests were used by 49 grantees (89%). Lab test-tracking systems flagged missing results and followed up as necessary for 42 grantees (76%), flagged abnormal results and notified clinicians for 41 grantees (75%), and notified consumers of results for 33 grantees (60%).

Wellness and Self-Management Support

PBHCI grantees were required to compliment traditional PC with wellness services, although specific types of wellness services were not required. Table 3.3 details a range of wellness services that programs offered over the last year of the grant and the availability of these services both in terms of the number of months per year and the number of hours per week. The most common wellness services, reported by 53 grantees (96%), involved nutrition and diet education and exercise, such as walking groups, yoga, Pilates, Zumba, water aerobics, and Tai Chi. Other common wellness services provided by 50 grantees (91%) included instructions for cooking healthy foods, stress management or relaxation training, and diabetes education. Wellness services reported by less than three grantees (5%) included acupuncture, employment and education support, financial wellness, and gender-specific groups.

Among grantees providing various wellness services, at least 50% provided these services throughout the year; other grantees provided wellness services more sporadically. For example, although smoking cessation services were provided by 52 grantees (95%), one grantee (2%) provided the services for only three months, and four others (7%) provided them for less than six months.⁸ A number of other wellness services were only available for one month in some programs, including social support and sexual health education. Wellness services that are not offered regularly may have

⁸ The web survey did not distinguish between wellness services that were available for less than 12 months over the past year because they were initially implemented part-way through the year, and those that were provided sporadically (i.e., that began, ended, and possibly began again within the year). However, quarterly report data and site visit interviews indicated that wellness services were often provided sporadically, sometimes due to limited availability of wellness instructors or perceived lack of consumer interest.

limited impact on improving consumer health--for example, smoking cessation may require more than three months of support.

TABLE 3.3. Wellness Services Available over the Past Year in Individual or Group Settings			
Wellness Service	Grantees N (%)	Months per Year Median (Range)	Hours per Week Median (Range)
Peer facilitators/supports	48 (87)	12 (3-12)	15 (1-60)
Nutrition/diet education	53 (96)	12 (5-12)	6 (1-40)
Cooking healthy foods	50 (91)	11 (1-12)	2 (1-40)
Exercise	53 (96)	12 (5-12)	5 (1-35)
Social support	51 (93)	12 (1-12)	12 (1-40)
Stress management/relaxation training	50 (91)	12 (5-12)	4 (1-30)
Diabetes management/education	50 (91)	12 (3-12)	6 (1-40)
Other physical health condition management/education	47 (85)	12 (3-12)	5 (1-40)
Chronic mental health condition management/education	48 (87)	12 (6-12)	13 (1-45)
SUD support	43 (78)	12 (8-12)	11 (1-40)
Smoking cessation	52 (95)	12 (3-12)	5 (1-40)
Sexual health education	31 (56)	12 (1-12)	2 (1-40)
NOTES: SUD = substance use disorder. The availability of wellness services was based on the modal response among grantees.			

Grantees described several approaches to recruiting consumers for wellness services, including enlisting peers to provide outreach and program information to consumers and having PC providers write “wellness prescriptions”--formalized recommendations that consumers take part in specific services.

Information Systems

Integrated health records may promote information sharing across provider types. Forty-seven (n=47) of the 56 grantees (84%) in Cohorts I-III (i.e., included in this evaluation) received a \$200,000 grant to implement/enhance EHRs. At the time the web survey data were collected (late spring 2013), most grantees (n=43, 78%) reported their PC and BH records were separate; only ten (18%) reported integrated records. Most grantees (n=45, 82%) used EHRs for both PC and BH records; however, four (7%) had EHRs for BH records only, and two (4%) had EHRs for PC records only. Three programs (5%) used paper-based records for both PC and BH. All of the ten grantees (18%) that reported integrated PC and BH records used EHRs.

Regardless of whether programs had paper-based records or EHRs, registries were a core component of the PBHCI grant program. Registries contain sets of health information about all consumers in a program and are structured to be searchable so that lists can be generated for subsets of consumers based on diagnoses or service needs. Seven grantees (13%) reported that they did not have a registry.⁹ Two grantees (4%) used paper-based registries, 19 (35%) had electronic registries integrated with

⁹ Mode of respondents within programs, with PBHCI program leaders as tiebreakers if there were ties for mode within program.

their EHRs, and 26 (47%) used electronic registries that were not integrated with EHRs. Among the 45 grantees (82%) who used an electronic registry, 44 (98%) included current and active diagnoses; 40 (89%) included allergies; 41 (91%) included BP, height, and weight; and 37 (82%) included status of tobacco use.

Similarly, 43 grantees (78%) used electronic prescribing. Other electronic system capabilities included health record safeguards against medication interactions or incompatibility (n=41, 75%), preventive care need reminders to clinicians at the time of consumer visits (n=23, 42%), and consumer clinical information exchanges with health providers outside of PBHCI programs (n=11, 20%). Electronic systems to track lab tests were used by 40 grantees (73%); among them, 30 (75%) used the system to order tests, 36 (90%) retrieved test results using the electronic system, and 32 (80%) stored test results in structured fields in consumer health records.

Performance Monitoring

Ongoing performance monitoring is critical to ensure that PBHCI grantees work strategically towards their initial goals and continue to perform effectively in the long term. Most grantees (n=51, 93%) reported using data for ongoing quality improvement processes. Almost all grantees (n=54, 98%) used consumer feedback to gauge program performance, which could include suggestion boxes or consumer surveys. When asked about the types of performance measures used, 49 grantees (89%) reported having used consumer-level data to monitor program performance and 38 (69%) reported having computed program-level measures (e.g., the percentage of eligible consumers who received appropriate immunizations). Thirty-eight grantees (69%) reported using consumer data to track program performance on a “regular basis.” However, the frequency of regularity was not defined.

Funding and Sustainability

PBHCI programs must find ways to sustain integrated care services beyond the life of the grant. Accompanying the passage of the Affordable Care Act, there are a number of state and federal policies and initiatives being developed to provide funding opportunities to support integrated care (e.g., Health Homes and PCMH). More than half of the grantees (n=35, 64%) reported their programs had been influenced by initiatives other than PBHCI to support integrated care:¹⁰ 20 grantees (36%) were affected by Health Homes, 12 (22%) by Medical Homes, 15 (27%) by state Medicaid initiatives (e.g., Medicaid expansion, demonstration projects for dual eligible, and the creation of certified peer specialist wellness billable service), 15 (27%) by state health or mental health authority initiatives (e.g., smoking cessation initiatives, California’s Mental Health Services Act county funding, and Massachusetts’s Community-Based Flexible Supports program), and 14 (25%) by grants from foundations or other sources. More than half of all programs were also influenced by major state or local budget cuts (n=37, 67%), the initiation of new Medicaid managed care arrangements (n=30, 55%), or

¹⁰ The type of influence was not specified in the survey.

changes in payer reimbursement policies (n=32, 58%). One program (2%) reported being influenced by tax breaks.

Barriers

Barriers to implementing and providing integrated care endorsed by web survey respondents are detailed in Table 3.4. Difficulties with hiring or staffing (n=53, 96%) and high consumer no-show rates (n=53; 96%) were among the most common and persistent barriers mentioned. Recruiting and engaging consumers in wellness, prevention, or PC (n=50, 91%) and recruiting consumers for PBHCI program participation (n=47, 85%) were also among the most common barriers cited, although some grantees were concerned about their capacity to serve consumer needs due to limited space or staff. Some grantees reported difficulty recruiting consumers because their consumers had existing relationships with PC providers or alternative care options with more flexible availability. Limited transportation for consumers was reported by 51 grantees (93%), which may contribute to the high no-show rates and other consumer engagement barriers described above.

TABLE 3.4. Barriers to Implementing PC in BH Integration			
Barrier	Barrier Experienced^a N (%)	Barrier Resolved^b N (% of Experienced)	Barrier Ongoing^b N (% of Experienced)
Hiring/staffing ^c	53 (96)	---	---
Adequate space for PC	49 (89)	14 (29)	24 (49)
High consumer no-show rates	53 (96)	4 (8)	48 (91)
Engaging consumers in wellness, prevention, or PC follow-up	50 (91)	5 (10)	42 (84)
Recruiting consumers for PBHCI	47 (85)	8 (17)	32 (68)
Transportation for consumers	51 (93)	5 (10)	42 (82)
Tracking consumer health information	50 (91)	11 (22)	36 (72)
Sharing consumer health information	50 (91)	9 (18)	35 (70)
Implementing EHRs	47 (85)	12 (26)	32 (68)
Meeting data collection requirements	52 (95)	10 (19)	29 (56)
Shared PC-BH leadership decisionmaking	43 (78)	6 (14)	32 (74)
Shared PC-BH provider decisionmaking	45 (82)	5 (11)	33 (73)
Billing or funding	50 (91)	5 (10)	40 (80)
Consumer health insurance limitations	50 (91)	7 (14)	39 (78)
NOTES: BH = behavioral health; EHR = electronic health record; PBHCI = primary and behavioral health care integration; PC = primary care. a. Barriers were considered experienced by a grantee if reported by any program staff. b. Barriers were designated as ongoing or resolved based on the modal response within the program. Percentages do not sum to 100 due to missing data or disagreements within the program. c. No data are available for whether hiring/staff barriers were resolved or ongoing because this issue was presented in a different question format.			

Barriers related to tracking and sharing consumer health information were common (n=50, 91%), as were challenges to implementing EHRs (n=47, 85%). Challenges related to billing or funding or consumer health insurance limitations were also reported by 50 grantees (91%), 80% of whom reported ongoing billing or funding challenges (n=40). Finally, related to the collaborative culture of integrated programs, 43 grantees

(78%) reported barriers related to shared decisionmaking among PC and BH leadership, and 45 (82%) reported this barrier among PC and BH providers.

Level of Integration

To summarize the degree to which grantees had successfully integrated PC into their BH settings, we created a framework based on four dimensions of integration that were developed from existing descriptions of the degree of integrated care (e.g., Doherty, 1995) and informed by variations in integrated care program elements that we observed during site visits. These four dimensions were co-location, shared structures and systems, integrated practice, and culture. Each dimension included 4-6 web survey items whose results we used to classify grantees into one of three levels of integration: low, medium, or high. The distribution of grantees across items within each of the four dimensions, as well as an explanation of how grantees were classified as low, medium, or high, are provided in Table 3.5.

Dimension	Services	Level Details	Level of Integration N (%)			Missing
			High	Med	Low	
Co-location ^a	Basic PC and BH services	High: PC and BH in same building Low: Not same building	43 (78)	---	10 (18)	2 (4)
	Pharmacy	High: Pharmacy on-site Low: Not on-site	22 (40)	---	33 (60)	0 (0)
	Phlebotomy	High: Phlebotomy on-site Low: Not on-site	43 (78)	---	12 (22)	0 (0)
	Lab testing	High: CLIA-accredited lab testing on-site Low: Not on-site	7 (13)	---	46 (84)	2 (4)
Shared Structures and Systems ^b	Shared health records	High: Shared/integrated PC-BH health records Low: Separate PC and BH records	10 (18)	---	43 (78)	2 (4)
	EHRs	High: PC and BH records are electronic Med: PC or BH records are electronic Low: No electronic records	45 (82)	6 (11)	3 (5)	1 (2)
	Shared treatment plans	High: Consumer has single integrated PC-BH treatment plan Low: Treatment plans are separate	14 (25)	---	37 (67)	4 (7)
	Regularly scheduled PC-BH provider meetings	High: At least weekly to discuss consumer clinical info Med: Less than weekly, once a month or more Low: Never or less than once a month	19 (35)	12 (22)	9 (16)	15 (27)
	Care coordination (medical)	High: Any nurse care coordinator/manager on staff Low: None	39 (71)	---	14 (25)	2 (4)
	Care/case management	High: Any respondent staff focused on non-health community resources (e.g., legal, housing) Low: None	31 (56)	---	4 (9)	19 (35)
Integrated Practice ^c	BH to PC communication	High: More than two meetings per week Med: 1-2 meetings per week Low: Less than one meeting per week	7 (13)	8 (15)	12 (22)	28 (51)
	PC to BH communication	High: More than two meetings per week Med: 1-2 meetings per week Low: Less than one meeting per week	15 (27)	15 (27)	7 (13)	18 (33)
	Care/case manager to PC and BH communication	High: Two meetings or more per week with PC and BH provider Med: At least one meeting per week with PC and BH Low: Less than one meeting per week with PC and/or BH providers	12 (22)	15 (27)	8 (15)	20 (36)

TABLE 3.5 (continued)						
Dimension	Services	Level Details	Level of Integration N (%)			Missing
			High	Med	Low	
Integrated Practice (continued)	PC access to BH records	High: More than 80% of PC respondents regularly access BH records Med: 50%-80% Low: Less than 50%	21 (38)	4 (7)	9 (16)	21 (38)
	BH access to PC records	High: More than 80% of BH respondents regularly access PC records Med: 50%-80% Low: Less than 50%	10 (18)	1 (2)	12 (22)	32 (58)
Culture ^d	PC-BH collaboration on treatment plans	High: More than 80% of respondents describe collaboration on treatment plans as "close" or "usual" Med: 50%-80% describe collaboration as above Low: Less than 50%	1 (2)	10 (18)	42 (76)	2 (4)
	PC-BH collaboration on consumer goals	High: PC and BH work together on specific goals for more than 75% of PBHCI consumers Med: For 50%-75% of consumers Low: For less than 50% of consumers	11 (20)	34 (62)	10 (18)	0 (0)
	Overall PC-BH leadership collaboration	High: More than 80% of respondents report no challenges related to PC-BH leadership shared decisionmaking Med: 50%-80% Low: Less than 50% report no barrier	14 (25)	23 (42)	18 (33)	0 (0)
	Overall PC-BH provider collaboration	High: more than 80% of respondents report no challenges related to PC-BH provider shared decisionmaking Med: 50%-80% Low: Less than 50% report no barrier	14 (25)	18 (33)	23 (42)	0 (0)
NOTES: BH = behavioral health; CLIA = Clinical Laboratory Improvement Amendments; EHR = electronic health record; PBHCI = primary and behavioral health care integration; PC = primary care. a. Co-location subscale raw scores could range from 0 to 8. b. Shared Structures and Systems subscale raw scores could range from 0 to 12. c. Integrated Practice subscale raw scores could range from 0 to 10. d. Culture subscale raw scores could range from 0 to 8.						

To summarize programs' level of integration within each of the four dimensions, we scored each item result as low, medium, or high, or as 0, 1, or 2, respectively. We then summed grantee scores across all relevant items. If programs were missing data for less than 40% of the items within a dimension, we imputed the missing item scores using the mean of observed scores across programs. Programs missing data for more than 40% of the items within a dimension were not included in the summary of scores presented below. To standardize the four dimension scores, we converted raw scores to percentages of highest possible score so that each ranged from 0 to 100. A total integration score was computed based on the average of the four standardized dimension scores.

Co-location

Physical co-location is important because: (1) BH consumers who are already on-site for BH services are more likely to access PC services if they do not have to travel elsewhere to get it; (2) it enables providers to do "warm hand-offs" so that consumers feel comfortable with other service providers; and (3) it provides an opportunity for PC and BH providers and staff to communicate frequently and in person (Blount, 2003). The degree of integration based on physical location was determined with reference to

the co-location items described earlier in this chapter: the co-location of PC and BH within a shared building and additional on-site resources such as a pharmacy, phlebotomy, and lab testing. Data on all four items were available for 51 programs (93%). The remaining four programs (7%) were missing one item each, and missing data were imputed using observed item means. One program (2%) received the maximum score of 100% and one program received the minimum score of 0%. The remaining programs were evenly distributed around a mean score of 53% (SD=21%) and a median of 50%.

Shared Structures and Systems

Shared structures and systems refer to staff, infrastructure, and policies in place to promote shared information across PC and BH, such as shared health records, EHRs, shared treatment plans, regularly scheduled meetings including both PC and BH providers, and the inclusion of a nurse care coordinator, as well as a care/case manager focused on community services. Data on all six items were available for 24 programs (44%), 20 programs (36%) were missing data on one item, and ten programs (18%) were missing data on two items. Missing data were imputed using observed item means for programs missing data on 1-2 items (n=30, 55%). Of the 54 programs (98%) for which dimension subscale scores were computed, one program (2%) received the maximum score of 100% and one program received the lowest observed score of 17%. The remaining programs were fairly evenly distributed around a mean score of 60% (SD=18%) and a median of 59%.

Integrated Practice

In contrast to shared structures, indicators of integrated practice were derived from staff's self-reported practice behaviors. While we considered the existence of regularly scheduled meetings a structural component of programs, providers' self-reported frequency of communication with other provider types was considered an indicator of integrated practice. Similarly, providers' self-reported frequency of accessing health records from the other domain (i.e., PC or BH) was also included as an integrated practice indicator. Data were available for all five items for ten programs (18%), ten programs (18%) were missing data for one item, and 13 programs (24%) were missing data for two items. Missing data were imputed using observed item means for programs missing data on 1-2 items (n=23, 42%).¹¹ Among the 33 programs (60%) that had data for at least two of the five subscale items, one program (3%) received the maximum score of 100% and one (3%) received the lowest observed score of 26%. The mean score was 59% (SD=21%) and the median was 61%.

Culture

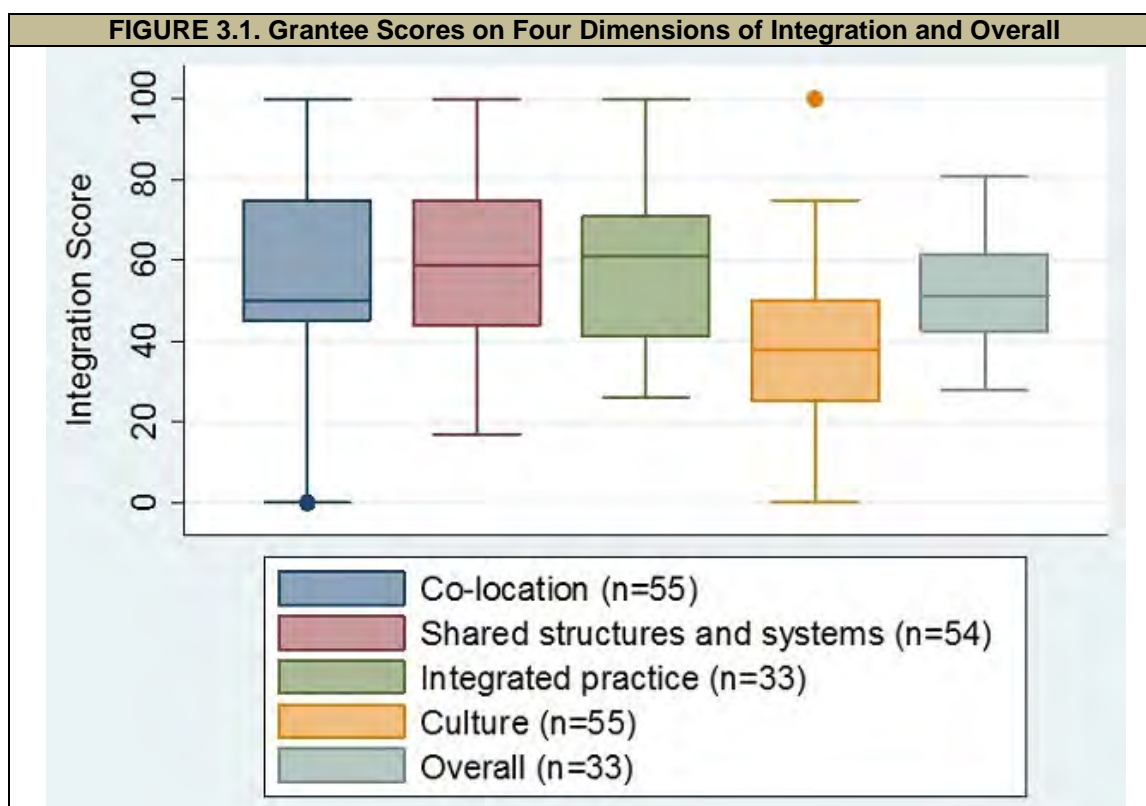
In contrast to specific behaviors involved in care delivery, items assessing culture were focused on staff perceptions of PC-BH collaboration in their programs. We

¹¹ The high rates of missing data for this dimension were due to the fact that PC or BH providers from many programs did not respond to the survey.

included measures of culture because, as we learned from open-field responses to the web survey, although objective structures and systems may be in place to support integration, staff often report needing to “feel like part of the team” in order to engage one another in coordinating and providing whole-person care. To this end, the culture assessment included staff perceptions about the degree of collaboration with regard to treatment plans, the percentage of consumers for whom PC and BH providers collaborated to achieve consumer goals, and any challenges related to shared decisionmaking among PC and BH leaders or providers. Data for all four culture items were available for 53 programs (96%), and the remaining two programs (4%) were missing data for one item; these missing data were imputed using observed item means. One program (2%) earned the maximum score of 100%. Five programs (9%) received the minimum score of 0%. The mean and median score was 38% (SD=23%).

Overall Degree of Integration

The distributions of the four dimension scores and overall score are shown in Figure 3.1. Overall scores were computed for the 33 programs (66%) that had at least 60% non-missing data for all four dimension subscales and ranged from 28% to 81%, with a mean and median of 51% (SD=12%). The limited range of the overall scale indicates that no grantee scored above 81% or below 28% on all four subscales. There were no significant correlations among subscale scores, which suggests that programs may be well integrated in terms of some dimensions, but not others.



Our results show that grantees varied widely in the degree of implementation of their programs with regards to each of the four subscales we examined and that the majority of programs are only moderately integrated, since the overall integration score was less than 62% for the 75% of grantees for which overall scores could be computed. Some of the low scoring may be attributable to missing data, but even among the seven programs (13%) with no missing data, the highest score was only 73%, and five programs scored under 50%.

Summary

Before we discuss our findings related to program structures and procedures, we note some limitations of the web survey data. First, PBHCI programs were not equally represented in the web survey because some programs had more staff complete the survey than others: 1-15 staff members per program responded. In particular, programs with different types of respondents contributed more perspectives to the overall analysis. Since the web survey data were self-reported, other possible limitations of the data come from the risk of systematic respondent bias. For instance, respondents may have been biased toward presenting programs in a positive light (e.g., wanting their program to “look good”), or struggling programs whose staff may be less engaged may have not responded to the survey. Alternatively, disgruntled staff may have been eager to complete the survey and air grievances, thus contributing negative bias to the survey results. In any case, the web survey data must be considered within the general limitations of data that were incomplete within and across programs and were also self-reported.

Noting those limitations, we found variation with regard to the structure of PBHCI grantees’ integrated care programs across several dimensions, including organizational partnerships, the physical location and structure of clinics, the multidisciplinary staff mix, and staff training and expertise. Our observations during site visits were consistent with these findings and provided further details about how programs integrate care. For instance, during site visits we learned that co-location is more nuanced than as measured in the web survey (i.e., PC and BH may or may not share reception and hallways); a finer-grained analysis of program features and procedures may provide further information about components that facilitate or impede integrated care. The free-text option in the web survey also showed the importance of fit and personality of care team members to the success of the program overall. For example, some PC staff reported feeling “unwelcome” at BH sites, which likely affects how well team members work together to provide integrated care.

PBHCI programs also varied in how they delivered care to consumers in terms of PC-BH provider collaboration, screening, primary and preventive care, case management and coordination, processes for medication reconciliation and referrals to outside providers, wellness and self-management support services, information systems, approaches to performance monitoring, and plans and approaches to funding and sustainability. In terms of record keeping, for example, we found that the extent of

actual collaboration between PC and BH varies widely, especially when considering all members of the care team. During site visits, we found that some BH providers were frustrated because they could not access PC notes, and that separate PC and BH records created extra work for transcribing and sharing information relevant to the entire care team. While those with electronic systems reported fewer of these particular barriers, they also noted that implementing new electronic systems was time consuming and challenging, and that many staff experience steep learning curves once new electronic systems are in place. Finally, systems for communication and coordination across programs were also quite varied. While many site visit interviewees and web survey respondents reported wanting regularly scheduled provider meetings, some, especially those who share hallways, did not make such a request. Staff disagreement about the availability of PBHCl services (e.g., the type and timing of PC, wellness classes) suggests that many programs need to continue co-training PC and BH staff and developing systems for ongoing cross-specialty communication.

Despite variability in their approaches to PBHCl, respondents across programs reported many of the same barriers to implementing and delivering integrated care services, including staff and consumer recruitment and retention. Staff also frequently reported financial barriers, such as worries about financing nurse care managers, peer staff, and wellness services after the grant funds run out. From the site visits however, it was evident that financial barriers differed widely based on consumers' insurance status and state-specific Medicaid regulations about the type and intensity of reimbursable services. Finally, across programs, consumer transportation to PBHCl service appointments was a common problem, particularly in rural areas.

Last, to describe the degree to which grantee programs are offering integrated PC and BH services, we coded structural and procedural components of integration along four dimensions (co-location, shared structures and systems, integrated practice, and culture) based on broadly accepted standards, as well as in a single summary score. When we assessed programs on these dimensions, we found that integration varied widely both across and within programs, such that programs were often integrated along some dimensions, but not others. Further investigation into the nuances of PBHCl integrated care may help future programs anticipate problems and implement more completely integrated services from the start.

4. PROCESS EVALUATION II: CONSUMERS, CARE NEEDS, AND SERVICE UTILIZATION

Overview

In this chapter, we describe the second half of the process evaluation, designed to answer Research Question 1, *Is it possible to integrate the services provided by PC providers and community-based BH agencies (i.e., what are the different structural and clinical approaches to integration being implemented)?* In the prior chapter, we described the structures and procedures of PBHCI programs of care, along with how these structures and procedures may or may not be supporting integration. In this chapter, we describe how consumers and their needs interface with available PBHCI program services. As described in Chapter One, numerous factors contribute to the excess burden of general medical conditions among persons with SMI, including mental illness-related factors, fears related to using general medical services, and socioeconomic disadvantage (Burnam and Watkins, 2006; CDC, 2011; Druss, 2007). Importantly, limited access to and poor quality of general medical care also play a role (Lawrence et al., 2009; Salsberry, Chipps, and Kennedy, 2005; Mechanic and Bilder, 2004; Katon and Unutzer, 2013). To show how PBHCI addresses these issues, we present data illustrating programs' success at enrolling and engaging consumers in care, characteristics of the PBHCI consumer population served, consumers' care needs, and the range and intensity of primary and BH services they receive. We also use service utilization patterns to characterize the extent to which consumers receive integrated care.

Methods

Consumer demographics, consumer health, and service utilization data come from two sources: SAMHSA's NOMs and consumer-level service utilization data requested by RAND (see Chapter Two). NOMs and service utilization data were collected by grantees and come from the entire pool of PBHCI grantees (n=56) included in the evaluation.

Whenever possible, we present results separately for Cohort I (n=13) because it was in its fourth year of program implementation at the time of this research, while Cohorts II (n=9) and III (n=34) were in their third year, having received their grant funding one year later (Table 2.1). Our focus is on results from all cohorts combined, although we note differences between Cohort I and Cohorts II and III where such differences have implications for overall PBHCI processes.

Results

Enrollment and Retention of Target Population

In their initial proposal to SAMHSA, grantees indicated the number of persons they planned to enroll both in the first year of the grant and over the life of the grant (Years 1-4). To measure programs' success at enrolling consumers, we examined the ratio of actual versus planned consumers receiving services from a PC provider (Table 4.1). Overall, programs provided PC services to more consumers in Year 1 than they had initially planned (median=137%, range 11%-535%), but over the life of the grant, programs served fewer consumers than they had anticipated. While noting that Cohorts II and III still had more than one year to meet their service targets at the time the data were collected, Cohort II and III grantees had provided PC services to only 27% of their target population.¹²

TABLE 4.1. Planned and Actual Numbers of Consumers Receiving PC Services, Year 1 and Years 1-4, by Cohort^a				
Year		Cohort I	Cohorts II/III	All Cohorts
Year 1 ^b	Actual total	3,298	11,971	18,896
	Median (range) across sites	505 (440-1,143)	253 (17-948)	294 (17-1,143)
	Planned Total	2,475	13,025	15,500
	Median (range) across sites	400 (250-800)	220 (40-2,000)	250 (40-2,000)
	Ratio overall	1.33	0.92	1.22
Years 1-4 ^c	Median (range) across sites	1.52 (0.63-3.03)	1.31 (0.11-5.35)	1.37 (0.11-5.35)
	Actual total	N/A	12,247	Cannot estimate
	Median (range) across sites	N/A	265 (17-948)	Cannot estimate
	Planned total	Missing	44,568	Cannot estimate
	Median (range) across sites	N/A	662 (203-4,140)	N/A
	Ratio overall	Cannot estimate	0.27	Cannot estimate
	Median (range) across sites	N/A	0.39 (0.02-2.14)	N/A
NOTES: PBHCI = primary and behavioral health care integration; PC = primary care. a. Because all PBHCI consumers need to see a PC provider at least once, "actual" numbers are equivalent to the total number of consumers enrolled. b. Actual Year 1 data and the ratio are for the five out of 13 Cohort I sites with available planned Year 1 data (eight sites have missing data) and for the 38 out of 42 Cohort II and III sites with available planned data for Years 1-4 (four sites have missing data). c. None of the 13 Cohort I sites have planned data for Years 1-4; hence, actual data are not presented and the ratio cannot be estimated. Data for Planned Years 1-4 for Cohort II and III sites are missing for three sites; actual data and the ratio are for the sites with available planned data only.				

Among those enrolled in PBHCI, we also calculated the number of consumers who stayed engaged in and were discontinued from PBHCI services (Table 4.2). Combined, grantees enrolled 25,648 persons, 22% (n=5,755) of whom discontinued treatment after approximately seven months. Individual grantees typically enrolled an average of 445

¹² Program enrollment targets were taken from grantee proposals. More recent and conservative targets may have been reported by grantees to TRAC (suggesting that higher proportions of target clientele were enrolled in the program). However, RAND did not receive program-level target information from TRAC, and as such, those data are not included in this report.

(range 73-1,143) consumers and discontinued an average of 66 (range 0-453) of them after an average of 6.3 (range 0.03-26.4) months of care.¹³

TABLE 4.2. Consumers Enrolled and Discontinued from PBHCI Across Grantees and for all Grantees Combined, by Cohort				
PBHCI Program		Number of Consumers Enrolled (baseline)	Number of Consumers Who Discontinue (d/c)	Median (range) Follow-Up Before d/c
Cohort I	Median (range) across grantees	612 (174-1,143)	187 (18-453)	8.1 (0.03-38.1)
	All grantees combined	8,816	2,625	
Cohorts II, III	Median (range) across grantees	357.5 (73-1,141)	52.5 (0-393)	6.3 (0.03-26.4)
	All grantees combined	16,832	3,130	
All Cohorts	Median (range) across grantees	445 (73-1,143)	66 (0-453)	7.1 (0.03-38.1)
	All grantees combined	25,648	5,755	
NOTES: PBHCI = primary and behavioral health care integration. Discontinuation includes all documented causes, such as lack of contact with the program; withdrawal or refusal to receive treatment; insurance issues or ineligibility for services; moved out of area, incarceration, admission to long-term hospital, etc. Consumers who only had baseline data were not included in the computation of discontinuation rates because we were interested in describing consumers' typical length of time in treatment, and consumers with no follow-up would significantly skew this distribution, thus biasing potential estimates of treatment effect.				

Consumer Characteristics

Demographics

PBHCI consumers were men and women, predominantly non-elderly adults, who were racially and ethnically diverse (Table 4.3).

Psychosocial and Socioeconomic Characteristics

At baseline, approximately half of all PBHCI consumers reported positive well-being, including feeling healthy overall (41.8%), functioning well in everyday life (42.0%), and feeling socially connected (55.9%) while generally free of serious psychological distress (58.7%). Although a minority of consumers had multiple emergency department contacts in the previous month, the majority had none (median=0, range 0-31). Consumers' median clinician-assessed Global Assessment of Functioning (GAF) score was 51, indicating moderate to serious psychiatric symptoms or disability, including scores broadly dispersed over most of the GAF scale (0-90).

¹³ Cohort I grantees have enrolled more individuals than those in Cohorts II and III but they have also been operating longer, and the newer cohorts will likely add more people to their patient caseloads. Moreover, although a smaller proportion of the patients enrolled in Cohort II and III sites have discontinued, the median treatment tenure prior to discontinuation is shorter for those sites relative to Cohort I sites, and sites in Cohorts II and III may have more individuals discontinue treatment over time.

TABLE 4.3. Consumer Demographics, Percentage (95%, CI), by Cohort				
Demographic		Cohort I (N=8,816)	Cohorts II/III (N=16,832)	All Cohorts (N=25,648)
Gender	Male	44.8 (43.8, 45.9)	47.3 (46.5, 48.0)	46.4 (45.8, 47.0)
	Female	55.0 (53.9, 56.0)	52.4 (51.7, 53.2)	53.3 (52.7, 53.9)
	Transgender/Other	0.2 (0.1, 0.3)	0.3 (0.2, 0.4)	0.3 (0.2, 0.3)
Ethnicity	Latino	13.3 (12.6, 14.0)	15.6 (15.0, 16.1)	14.8 (14.3, 15.2)
	Non-Latino, Black	15.8 (15.0, 16.6)	25.1 (24.4, 25.7)	21.9 (21.4, 22.4)
	Non-Latino, White	62.5 (61.4, 63.5)	45.1 (44.4, 45.9)	51.1 (50.5, 51.7)
	Other	8.5 (7.9, 9.1)	14.2 (13.7, 14.7)	12.2 (11.8, 12.6)
Race	Black	18.5 (17.7, 19.3)	29.4 (28.7, 30.1)	25.6 (25.0, 26.1)
	White	70.4 (69.4, 71.4)	56.5 (55.7, 57.3)	61.3 (60.7, 61.9)
	Asian	1.5 (1.2, 1.7)	5.7 (5.4, 6.1)	4.2 (4.0, 4.5)
	Native Hawaiian/Pacific Islander	2.1 (1.8, 2.4)	1.7 (1.5, 1.9)	1.9 (1.7, 2.0)
	Alaska native	0.3 (0.2, 0.4)	0.8 (0.7, 0.9)	0.6 (0.5, 0.7)
	American Indian	5.1 (4.7, 5.6)	8.3 (7.9, 8.7)	7.2 (6.9, 7.5)
Age group	18-34	28.3 (27.3, 29.2)	24.2 (23.6, 24.9)	25.6 (25.1, 26.1)
	35-49	40.5 (39.5, 41.6)	37.9 (37.2, 38.7)	38.8 (38.2, 39.4)
	50-64	29.7 (28.7, 30.6)	34.3 (33.5, 35.0)	32.7 (32.1, 33.3)
	65+	1.5 (1.3, 1.8)	3.6 (3.3, 3.9)	2.9 (2.7, 3.1)
Age, mean (SD)		42.4 (11.8)	44.5 (12.3)	43.8 (12.2)
NOTE: CI = confidence interval.				

PBHCI consumers also reported high rates of social disadvantage and substance use. Few consumers were employed or pursuing education or training (11.4%), few had a high school education or GED (29.2%), and a notable minority had experienced homelessness in the past 30 days (7%). Consumers were also likely to report current tobacco use (59.8%), but reports of recent binge drinking (10%) and illegal substance use (21.4%) were not uncommon.

Physical Health

Consumers were considered to be “at risk” for physical health conditions if their physical health indicator values exceeded the cutoffs detailed in Table 4.4. We describe consumers here as “at risk” for physical health conditions because we did not have access to physician-rendered diagnoses. Indeed, while some physical health indicator values in the “at risk” range could indicate the presence of physical illness, in some cases, out-of-range values could be attributable to other factors (e.g., body builders often have BMIs in the “at risk” range, but physicians would be unlikely to give those persons an obesity diagnosis) (Kruschitz et al., 2013). Therefore, our “at risk” language reflects the fact that we have only limited information about consumers’ physical health.

Importantly, while some thresholds denote risk for one condition (e.g., the threshold for BMI denotes risk for obesity), others, such as FPG, denote risk for more than one condition. Specifically, the FPG threshold indicates pre-diabetes and thus, the threshold denotes risk for diabetes.¹⁴ We note that a subset of plasma glucose values

¹⁴ A1c is also used to diagnose pre-diabetes and identify risk for diabetes. While FPG reflects current glycemic control (i.e., glucose level at the time of the test), A1c reflects glycemic control over the preceding 8-12 weeks. Pre-

were non-fasting; when this was the case (Cohort I=17%; Cohorts II and III=16%; Overall=16%) we used the non-FPG threshold of ≥ 140 mg/dL. The FPG threshold, along with the “at risk” thresholds for BP, waist circumference, triglycerides, and high-density lipoprotein (HDL), also denotes risk for metabolic syndrome--a cluster of clinical features that confer high risk for cardiovascular disease (i.e., coronary heart disease (CHD), cerebrovascular disease, and other vascular disorders). Although metabolic syndrome has been variously named and defined, we use the widely used operational definition put forth by the National Cholesterol Education Program in its Adult Treatment Panel III report (ATP III) and modified by the National Heart, Lung, and Blood Institute (NHLBI) and the American Heart Association (Grundy et al., 2004). The “at risk” threshold for low-density lipoprotein (LDL) denotes risk for CHD and Type 2 diabetes, and the threshold for breath CO denotes current tobacco use.

TABLE 4.4. Physical Health Indicator Values Showing Consumer Risk		
Indicator	Condition	"At Risk" Range
BP ^a	Hypertension	
SBP		≥ 130
DBP		≥ 85
WC (cm) ^b	Metabolic syndrome	
Men		> 102
Women		> 88
BMI	Obesity	≥ 25
Breath CO (ppm)	Smoking	≥ 10
FPG	Diabetes	≥ 100
A1c	Diabetes	≥ 5.7
HDL-C	Hypercholesterolemia	< 40
LDL-C	Hypercholesterolemia	≥ 130
Trig	Hyperlipidemia	≥ 50
<p>NOTES: A1c = glycated hemoglobin; BP = blood pressure; BMI = body mass index; CO = carbon monoxide; DBP = diastolic blood pressure; FPG = fasting plasma glucose; HDL-C = high-density lipoprotein cholesterol; LDL-C = low-density lipoprotein cholesterol; SBP = systolic blood pressure; Trig = Triglycerides; WC = waist circumference.</p> <p>a. The population “at risk” has elevated SBP and/or DBP levels, and “at risk” levels were defined as risk for metabolic syndrome.</p> <p>b. “At risk” levels are different for men and women.</p>		

A large number of consumers were at risk for physical health conditions (Table 4.5). Consumers were at risk for obesity (77%), diabetes (FPG 37%, A1c 53%), hypertension (45%), dyslipidemia (triglycerides 40%; HDL-C, women 49.1%, men 39.7%), and tobacco-associated health conditions (breath CO data suggest that 52% were current smokers¹⁵). High proportions of male and particularly female PBHCI consumers met abdominal obesity criteria (waist circumference, women 72.6%, men 43.3%), which substantially elevates their risk for metabolic syndrome. These rates

diabetes and diabetes may be diagnosed using either FPG or A1c but the methods do not identify the exact same populations, and at the time of this writing, no consensus exists as to which method should be preferred.

¹⁵ Self-reported smoking rates were slightly higher (60%) than those indicated by breath CO. This suggests that even if breath CO was not administered systematically to all consumers (as some sites may have used it exclusively with consumers who reported that they smoked), breath CO rates were not artificially inflating the overall rate of smoking prevalence within the PBHCI population.

were all higher than national adult averages for obesity (36%; Ogden et al., 2012), pre-diabetes (35%; CDC, 2011), hypertension (32%; CDC, 2012), dyslipidemia (LDL-C, 34%; CDC, 2011 and triglycerides 30%; Toth, Potter, and Ming, 2012), tobacco use (19%; CDC, 2012), and metabolic syndrome (34%, no significant difference by sex; Ervin, 2009).

TABLE 4.5. Consumers At Risk for Physical Health Conditions at Baseline, by Cohort							
	At Risk ^a	Cohort I (N=8,816)		Cohorts II/III (N=16,832)		All Cohorts (N=25,648)	
		Mean (SD)	Percentage At Risk	Mean (SD)	Percentage At Risk	Mean (SD)	Percentage At Risk
BMI	≥25	31.9 (26.6)	75.4 (74.3, 76.5)	33.5 (29.7)	77.0 (76.3, 77.7)	33 (28.8)	76.5 (75.9, 77.1)
FPG (mg/dL) ^b	≥ 100	103 (51.7)	30.9 (29.0, 32.8)	108 (50.1)	39.4 (38.3, 40.6)	107 (50.5)	37.4 (36.5, 38.4)
A1c (%)	≥ 5.7	6.3 (5.2)	49.9 (47.5, 52.4)	6.2 (2.7)	53.5 (52.1, 54.9)	6.2 (3.5)	52.6 (51.4, 53.8)
BP (mm/Hg)							
SBP	≥130	124 (22.6)	34.7 (33.5, 36.0)	126 (20.3)	39.2 (38.4, 40.0)	125 (21.0)	37.9 (37.2, 38.6)
DBP	≥85	79.6 (12.3)	30.0 (28.8, 31.2)	80 (12.0)	31.4 (30.7, 32.2)	79.9 (12.1)	31.0 (30.4, 31.7)
SBP/DBP	≥130/85	N/A	42.3 (41.0, 43.6)	N/A	46.2 (45.3, 47.0)	N/A	45.0 (44.3, 45.7)
WC (cm)							
Men	>102	101 (19.7)	44.3 (41.7, 46.9)	101 (20.2)	42.8 (41.1, 44.6)	101 (20.1)	43.3 (41.8, 44.8)
Women	>88	101 (21.3)	72.8 (70.6, 75.0)	100 (22.6)	73.0 (71.5, 74.4)	101 (22.2)	72.9 (71.7, 74.1)
Triglycerides (mg/dL)	≥150	167 (144)	42.0 (40.3, 43.6)	158 (127)	39.1 (38.2, 40.0)	160 (131)	39.8 (39.0, 40.6)
HDL (mg/dL)							
Men	<50	44.7 (14.7)	41.2 (38.8, 43.7)	45.9 (18.2)	39.2 (37.8, 40.6)	45.6 (17.4)	39.7 (38.5, 40.9)
Women	<40	52.4 (16.7)	49.2 (46.9, 51.5)	52.7 (17.2)	49.1 (47.8, 50.5)	52.6 (17.1)	49.1 (48.0, 50.3)
All	<40	48.9 (16.3)	30.9 (29.3, 32.4)	49.4 (18.0)	29.8 (28.9, 30.6)	49.3 (17.6)	30.0 (29.3, 30.8)
LDL (mg/dL)	≥130	110 (37.1)	26.8 (25.3, 28.4)	110 (85.2)	25.9 (25.1, 26.8)	110 (76.4)	26.1 (25.4, 26.9)
Breath CO (ppm)	≥10	13.6 (13.3)	55.1 (52.6, 57.5)	13.9 (20.6)	49.2 (47.3, 51.2)	13.8 (18.1)	51.5 (50.0, 53.0)
NOTES: A1c = glycated hemoglobin; BP = blood pressure; BMI = body mass index; CO = carbon monoxide; DBP = diastolic blood pressure; FPG = fasting plasma glucose; HDL = high-density lipoprotein; LDL = low-density lipoprotein; SBP = systolic blood pressure; WC = waist circumference. a. At risk thresholds are presented by gender only when these vary by gender. b. For consumers who did not have FPG and only had non-fasting glucose, we used the at risk threshold for non-fasting glucose (≥140) (Cohort I=17%; Cohorts II and III=16%; Overall=16%). Non-fasting glucose values are included in the data presented above.							

Since we did not have access to any physician-rendered diagnoses or prescribed medications, we used physical health indicators to estimate rates of metabolic syndrome, obesity, Type 2 diabetes, dyslipidemia, and hypertension (Table 4.6). Although this is consistent with methods used by other authors (Chen et al., 2008; McEvoy et al., 2005), we are cognizant that the validity of these estimates may be compromised both by false positives and false negatives, particularly for Type 2 diabetes and hypertension. In ascending order of prevalence, consumers had PC needs related to Type 2 diabetes (15.8%), hypertension (27.7%), metabolic syndrome (29.5%), obesity (50.8%), and dyslipidemia (58.0%).

TABLE 4.6. Consumer Rates of Probable Chronic Physical Conditions, Percentage (95%, CI), by Cohort				
Condition^a		Cohort I	Cohorts II/III	All Cohorts
Metabolic syndrome	Modified ATP III	28.5 (26.8, 30.2)	29.9 (28.9, 30.8)	29.5 (28.7, 30.4)
Obesity	BMI >30	48.2 (46.9, 49.5)	51.8 (51.0, 52.6)	50.8 (50.1, 51.5)
Diabetes (Type 2)	FPG ≥126 mg/dL Non-fasting glucose ≥200mg/dL A1c≥6.5	13.1 (12.0, 14.2)	16.6 (15.9, 17.3)	15.8 (15.2, 16.4)
Dyslipidemia	TC ≥240 mg/dL LDL ≥160 mg/dL HDL <40 (men) or <50 (women) Triglycerides ≥200	60.7 (59.0, 62.4)	57.2 (56.2, 58.1)	58.0 (57.2, 58.8)
Hypertension	BP≥140/90	26.3 (25.2, 27.5)	28.2 (27.5, 29.0)	27.7 (27.1, 28.3)
NOTES: ATP = adult treatment panel; BP = blood pressure; BMI = body mass index; CI = confidence interval; FPG = fasting plasma glucose; HDL = high-density lipoprotein; LDL = low-density lipoprotein; TC = total cholesterol. a. Missing data: Metabolic Syndrome, N missing = 14,517; Obesity, N Missing = 6,227; Diabetes, N missing = 11,367; Dyslipidemia, N missing = 12,214; Hypertension, N missing = 5,857.				

Service Use

In this section, we present results in terms of standardized rates (e.g., 500 consumers/grantee) or units of time (e.g., 12-month follow-up) to account for variability in programs' operational history and size, as appropriate. Overall, 81.3% of consumers had contact with PBHCI providers and services at least once per month. Within the first 12 months of enrolling, consumers were likely to have at least one contact with PBHCI PC providers (75.3%), psychiatrists or psychiatric nurses (72.4%), and case managers (69.3%). While nearly half of all consumers saw counselors (49.2%), rates of contact with peer specialists (24.6%) or "other specialists" (22.3%) were low (Table 4.7). We note that roughly one in four consumers did not see a PC provider or psychiatrist/psychiatric nurse and that, while the median monthly visit rate for these providers was approximately 0.5, at the low end of the distribution, consumers received 0.03 monthly visits. Likewise, while most PBHCI consumers saw a case manager during their first 12 months in the program (69.3%), the relatively low median number of monthly visits (0.88) and broad distribution (0.03-33.3) suggests generally low but variable grantee capacity to meet consumers' case management needs. However, in some cases, grantees enrolled clients with external PC providers to give them access to wellness programming.

TABLE 4.7. Percentage of Consumers Having Provider Contact Within 12 months of Enrolling in PBHCI, by Provider Type and Cohort				
		Cohort I (N=8,816)	Cohorts II/III (N=16,832)	All Cohorts (N=25,648)
Percent (95% CI) of Consumers Seeing Provider at Least Once During First 12 Months	Case Managers	78.1 (77.2, 78.9)	64.6 (63.9, 65.4)	69.3 (68.7, 69.8)
	PC Provider	79.1 (78.2, 79.9)	73.3 (72.6, 74.0)	75.3 (74.8, 75.9)
	Psychiatrist/Psychiatric Nurse	76.4 (75.5, 77.3)	70.3 (69.6, 71.0)	72.4 (71.9, 73.0)
	Counselors	41.4 (40.4, 42.4)	53.4 (52.6, 54.1)	49.2 (48.6, 49.8)
	Peer Specialists	18.0 (17.2, 18.8)	27.9 (27.2, 28.6)	24.6 (24.0, 25.1)
	Other Specialists	27.7 (26.8, 28.7)	19.5 (18.9, 20.1)	22.3 (21.7, 22.8)
Median (Range) Visits per Month Among Those Seeing Provider	Case Managers	0.87 (0.03-33.33)	0.89 (0.03-33.33)	0.88 (0.03-33.33)
	PC Provider	0.59 (0.03-33.33)	0.42 (0.03-33.33)	0.48 (0.03-33.33)
	Psychiatrist/Psychiatric Nurse	0.62 (0.03-33.33)	0.52 (0.04-33.33)	0.56 (0.03-33.33)
	Counselors	0.58 (0.03-33.33)	1.39 (0.04-33.33)	1.08 (0.03-33.33)
	Peer Specialists	0.35 (0.03-33.33)	0.51 (0.04-33.33)	0.44 (0.03-33.33)
	Other Specialists	0.25 (0.03-33.33)	0.41 (0.04-33.33)	0.33 (0.03-33.33)
Median (Range) Provider Visits Per Month Per Grantee/500 Consumers	Case Managers	657 (239-2,196)	1,202 (7-8,196)	986 (7-8,196)
	PC Provider	686 (93-4,401)	557 (6-9,244)	573 (6-9,244)
	Psychiatrist/Psychiatric Nurse	468 (234-1,358)	361 (1-8,528)	398 (1-8,528)
	Counselors	276 (86-4,248)	825 (2-4,357)	646 (2-4,357)
	Peer Specialists	34 (0-421)	171 (0-4,010)	147 (0-4,010)
	Other Specialists	186 (11-926)	74 (0-4,514)	82 (0-4,514)
NOTES: CI = confidence interval; PBHCI = primary and behavioral health care integration; PC = primary care. The proportion of consumers seeing a PC provider is slightly different between tables. This is because the sample of consumers included in various analyses changes somewhat as a result of missing physical health indicator data.				

Within the first 12 months of enrolling in PBHCI, approximately 80% of consumers with and without risk for chronic physical health conditions had at least one contact with a PBHCI PC provider (Table 4.8). PC provider contact rates were somewhat higher for consumers with probable chronic physical illness (median contacts per month=0.48) than those without (median=0.43) (Table 4.9).

TABLE 4.8. PC Provider Encounters for Consumers With and Without Identified Physical Health Risk,^a by Cohort			
	Cohort I	Cohorts II/III	All Cohorts
Percentage (95% CI) of Consumers Seeing PC Provider, by Condition, During First 12 Months			
Metabolic Syndrome	83.0 (80.4, 85.7)	82.8 (81.3, 84.3)	82.0 (80.7, 83.4)
Obesity	79.8 (78.3, 81.3)	80.4 (79.5, 81.4)	80.3 (79.5, 81.1)
Diabetes Mellitus	83.4 (80.0, 86.8)	78.2 (76.2, 80.1)	79.2 (77.6, 80.9)
Dyslipidemia	82.7 (81.0, 84.3)	81.8 (80.8, 82.8)	82.0 (81.1, 82.8)
Hypertension	85.6 (83.0, 88.3)	80.0 (78.0, 81.8)	81.5 (80.0, 83.1)
Any Condition	81.3 (80.1, 82.5)	79.3 (78.5, 80.1)	79.8 (79.2, 80.5)
None of the Conditions	81.7 (79.0, 84.5)	79.8 (78.1, 81.4)	80.3 (78.8, 81.7)
Median (Range) Visits per Month Among Those Seeing PC Provider			
Metabolic Syndrome	0.56 (0.04-33.33)	0.48 (0.03-33.33)	0.51 (0.03-33.33)
Obesity	0.59 (0.04-33.33)	0.43 (0.03-33.33)	0.47 (0.03-33.33)
Diabetes Mellitus	0.62 (0.04-33.33)	0.48 (0.04-33.33)	0.51 (0.04-33.33)
Dyslipidemia	0.54 (0.04-33.33)	0.44 (0.03-33.33)	0.48 (0.03-33.33)
Hypertension	0.72 (0.04-33.33)	0.49 (0.03-33.33)	0.56 (0.03-33.33)
Any Condition	0.58 (0.04-33.33)	0.44 (0.03-33.33)	0.48 (0.03-33.33)
None of the Conditions	0.56 (0.04-33.33)	0.40 (0.04-33.33)	0.43 (0.04-33.33)
NOTES: CI = confidence interval; PC = primary care. Ranges are similar and large across indicators based on extreme outliers, possibly related to consumers in residential or partial-hospitalization settings. The proportion of consumers seeing a PC provider is slightly different between tables. This is because the sample of consumers included in various analyses changes somewhat as a result of missing physical health indicator data.			
a. High need for PC was defined based on the presence of one or more of the selected physical health conditions listed in the table. Low risk was defined as absence of all the conditions--if the subject had missing data, only one condition with missing data was allowed for the subject to qualify for this category.			

Rates of consumer utilization of screening/assessment, referral, treatment planning, and medication management services, as well as hospitalization for physical

health, mental health, and substance use conditions are shown in Tables 4.9-4.11. Rates of utilization of wellness services appear in Table 4.12.

TABLE 4.9. Consumer Physical Health Service Utilization, by Cohort			
	Cohort I (N=8,816)	Cohorts II/III (N=16,832)	All Cohorts (N=25,648)
Percent (95% CI) of Consumers Receiving PC Services During First 12 Months			
Screening/assessment	89.8 (89.2, 90.4)	84.2 (83.7, 84.8)	86.2 (85.7, 86.6)
Referral	44.0 (42.9, 45.1)	36.1 (35.3, 36.8)	38.6 (38.0, 39.2)
Planning	80.1 (79.2, 81.0)	69.3 (68.6, 70.0)	72.7 (72.1, 73.3)
Medication Management	74.4 (73.4, 75.3)	60.1 (59.3, 60.8)	64.8 (64.2, 65.4)
Hospitalization	15.8 (14.9, 16.7)	8.6 (8.1, 9.0)	10.7 (10.3, 11.2)
Median (Range) Visits per Month Among Those Using Service			
Screening/assessment	0.57 (0.03-33.33)	0.49 (0.04-33.33)	0.52 (0.03-33.33)
Referral	0.18 (0.03-33.33)	0.18 (0.03-33.33)	0.18 (0.03-33.33)
Planning	0.43 (0.03-33.33)	0.38 (0.04-33.33)	0.40 (0.03-33.33)
Medication Management	0.34 (0.03-33.33)	0.34 (0.03-33.33)	0.34 (0.03-33.33)
Hospitalization	0.28 (0.03-33.33)	0.16 (0.03-33.33)	0.20 (0.03-33.33)
Median (Range) Provider Visits Per Month Per Grantee/500 Consumers			
Screening/assessment	921 (113-4391)	832 (89-6280)	860 (89-6280)
Referral	136 (11-3565)	145 (10-5678)	145 (10-5678)
Planning	575 (58-4400)	543 (4-8496)	553 (4-8496)
Medication Management	366 (110-1793)	374 (2-8619)	374 (2-8619)
Hospitalization	22 (1-249)	5 (0-1162)	5 (0-1162)
NOTE: CI = confidence interval; PC = primary care.			

During their first 12 months of enrollment in PBHCI, more than 85% of consumers received physical health screenings (Table 4.9). Appropriately, high proportions of consumers also received physical health treatment planning and medication management services (72.7% and 64.8%, respectively), and fewer consumers received referrals or hospitalizations related to physical health (38.6% and 10.7%, respectively). Consistent with project requirements, consumers received physical health screening/assessment and treatment planning approximately once every two months.

TABLE 4.10. Mental Health Service Utilization, All PBHCI Consumers, by Cohort			
	Cohort I (N=8,816)	Cohorts II/III (N=16,832)	All Cohorts (N=25,648)
Percent (95% CI) of Consumers Using Service During First 12 Months			
Screening/assessment	71.5 (70.5, 72.4)	86.3 (85.8, 86.8)	81.2 (80.7, 81.7)
Referral	21.2 (20.2, 22.2)	25.0 (24.3, 25.7)	23.9 (23.3, 24.5)
Planning	63.5 (62.5, 64.6)	62.5 (61.7, 63.2)	62.8 (62.3, 63.4)
Medication Management	76.8 (75.9, 77.6)	70.3 (69.6, 71.0)	72.6 (72.0, 73.1)
Hospitalization	16.6 (15.8, 17.5)	14.3 (13.7, 14.8)	15.0 (14.6, 15.5)
Median (Range) Visits per Month Among Those Using Service			
Screening/assessment	1.10 (0.03-33.33)	0.75 (0.04-33.33)	0.85 (0.03-33.33)
Referral	0.28 (0.03-33.33)	0.25 (0.03-33.33)	0.26 (0.03-33.33)
Planning	0.48 (0.03-33.33)	0.45 (0.04-33.33)	0.46 (0.03-33.33)
Medication Management	0.48 (0.03-33.33)	0.57 (0.03-33.33)	0.53 (0.03-33.33)
Hospitalization	0.35 (0.03-33.33)	0.24 (0.04-33.33)	0.27 (0.03-33.33)
Median (Range) Provider Visits Per Month Per Grantee/500 Consumers			
Screening/assessment	626 (79-2370)	1534 (14-9253)	1431 (14-9253)
Referral	15 (0-357)	25 (0-7734)	22 (0-7734)
Planning	230 (18-2098)	240 (32-7495)	240 (18-7495)
Medication Management	353 (153-1428)	403 (3-7362)	397 (3-7362)
Hospitalization	30 (0-875)	6 (0-700)	6 (0-875)
NOTE: CI = confidence interval; PBHCI = primary and behavioral health care integration.			

Similarly, during their first 12 months of enrollment, PBHCI consumers were likely to receive mental health screening (81.2%), medication management (72.6%), and

treatment planning (62.8%); but they were less likely to receive a referral for a mental health problem (23.9%) or hospitalizations (15.0%) (Table 4.10).

TABLE 4.11. Substance Use Service Utilization, all PBHCI Consumers, by Cohort			
	Cohort I (N=8,816)	Cohorts II/III (N=16,832)	All Cohorts (N=25,648)
Percent (95% CI) of Consumers Using Service During First 12 Months			
Screening/assessment	58.7 (57.6, 59.8)	55.0 (54.3, 55.8)	56.3 (55.6, 56.9)
Referral	5.8 (5.2, 6.4)	14.1 (13.6, 14.7)	11.7 (11.2, 12.1)
Planning	11.8 (11.1, 12.5)	13.2 (12.6, 13.7)	12.7 (12.3, 13.2)
Medication Management	13.9 (13.1, 14.7)	5.3 (5.0, 5.7)	8.2 (7.8, 8.5)
Hospitalization	0.6 (0.4, 0.8)	5.9 (5.5, 6.3)	4.1 (3.9, 4.4)
Counseling	12.7 (12.0, 13.5)	18.7 (18.1, 19.3)	16.8 (16.3, 17.3)
Median (Range) Visits per Month Among Those Using Service			
Screening/assessment	0.72 (0.03-33.33)	0.36 (0.03-33.33)	0.43 (0.03-33.33)
Referral	0.14 (0.03-33.33)	0.25 (0.04-33.33)	0.23 (0.03-33.33)
Planning	0.33 (0.03-33.33)	0.31 (0.04-33.33)	0.32 (0.03-33.33)
Medication Management	0.41 (0.03-33.33)	0.25 (0.04-33.33)	0.36 (0.03-33.33)
Hospitalization	0.09 (0.03-33.33)	0.20 (0.04-33.33)	0.19 (0.03-33.33)
Counseling	0.15 (0.03-33.33)	0.66 (0.04-33.33)	0.43 (0.03-33.33)
Median (Range) Provider Visits Per Month Per Grantee/500 Consumers			
Screening/assessment	244 (4-2,284)	440 (0-8,602)	422 (0-8,602)
Referral	6 (1-98)	13 (0-2,753)	9 (0-2,753)
Planning	59 (0-367)	38 (0-3,950)	43 (0-3,950)
Medication Management	8 (0-296)	8 (0-3,538)	8 (0-3,538)
Hospitalization	1 (0-47)	1 (0-861)	1 (0-861)
Counseling	46 (0-216)	133 (1-3,542)	79 (0-3,542)
NOTES: CI = confidence interval; PBHCI = primary and behavioral health care integration. Substance use service utilization does not include tobacco services; Counseling includes active engagement with a consumer by a health care professional or paraprofessional to provide specific information about concepts or skills associated with recovery from substance abuse. This could include screening, brief intervention, and referral to treatment brief counseling.			

Compared to PC and mental health services, consumers used fewer substance abuse-related services: Just over half (56.3%) of consumers were screened/assessed for substance use, 16.8% received substance use counseling, and less than 15% of consumers received referrals, treatment planning, medication management, or hospitalizations (Table 4.11). These rates are relatively consistent with TRAC levels of self-reported need, in which 10% reported recent binge drinking and 21.4% reported using illegal substances.

Most (78.4%) consumers accessed (i.e., had at least one contact with) wellness services during their first 12 months enrolled in PBHCI (Table 4.12). Consumers were most likely to access coping/skills support (55.9%) and wellness education (50.7%) and receive referrals to any wellness service during a clinic visit (42.1%). The wellness service with the highest intensity of use at both the consumer and grantee levels was coping/skills support, although the intensity of use varied widely, both among users and across grantees.

TABLE 4.12. Wellness Service Utilization, All PBHCI Consumers, by Cohort			
	Cohort I (N=8,816)	Cohorts II/III (N=16,832)	All Cohorts (N=25,648)
Percent (95% CI) of Consumers Using Service During the First 12 Months			
Any Wellness Service	72.0 (71.1, 73.0)	81.7 (81.1, 82.3)	78.4 (77.9, 78.9)
Referral	51.6 (50.4, 52.8)	38.2 (37.5, 39.0)	42.1 (41.5, 42.8)
Medication management	22.2 (21.3, 23.2)	36.2 (35.5, 37.0)	31.6 (31.0, 32.2)
Smoking cessation	25.8 (24.8, 26.8)	32.5 (31.8, 33.2)	30.3 (29.7, 30.9)
Wellness education	46.1 (45.0, 47.1)	53.1 (52.3, 53.8)	50.7 (50.0, 51.3)
Exercise	22.8 (21.9, 23.7)	20.6 (19.9, 21.2)	21.3 (20.8, 21.8)
Coping/Skills support	44.7 (43.7, 45.8)	61.8 (61.1, 62.5)	55.9 (55.3, 56.5)
Median (Range) Visits per Month Among Those Using Service			
Any Wellness Service	0.58 (0.03-33.33)	1.19 (0.04-33.33)	0.92 (0.03-33.33)
Referral	0.30 (0.03-33.33)	0.23 (0.03-33.33)	0.26 (0.03-33.33)
Medication management	0.35 (0.03-33.33)	0.44 (0.04-33.33)	0.42 (0.03-33.33)
Smoking cessation	0.14 (0.03-33.33)	0.23 (0.04-33.33)	0.19 (0.03-33.33)
Wellness education	0.27 (0.03-33.33)	0.41 (0.03-33.33)	0.36 (0.03-33.33)
Exercise	0.23 (0.03-33.33)	0.35 (0.04-33.33)	0.30 (0.03-33.33)
Coping/Skills support	0.48 (0.03-33.33)	0.99 (0.04-33.33)	0.81 (0.03-33.33)
Median (Range) Provider Visits Per Month Per Grantee/500 Consumers			
Any Wellness Service	595 (48-4,318)	1635 (106-8,980)	1418 (48-8,980)
Referral	245 (0-2,626)	243 (1-7,200)	244 (0-7,200)
Medication management	73 (0-1,039)	255 (1-8,337)	191 (0-8,337)
Smoking cessation	89 (1-340)	109 (0-6,025)	105 (0-6,025)
Wellness education	236 (12-1,649)	387 (29-8,459)	346 (12-8,459)
Exercise	72 (2-1,010)	157 (0-4,702)	113 (0-4,702)
Coping/Skills support	229 (17-3,380)	863 (0-8,218)	687 (0-8,218)
NOTES: CI = confidence interval; PBHCI = primary and behavioral health care integration. Wellness Medication Management includes medication education, support for medication adherence, and other medication-related topics.			

Preliminary Indicators of Care Quality

We assessed the quality of PC for consumers with a high need for such care (i.e., Type 2 diabetes, hypertension, obesity, and current tobacco use) through a selection of process and intermediate outcome measures indicating the appropriateness of care (Table 4.13). Here too, we used available physical health indicator data to identify consumers with the four primary conditions under study. There was a high degree of variability across the diabetes and hypertension care quality indicators examined. For example, the proportions of PBHCI consumers who met different quality indicators for diabetes care within the first 12 months of enrolling in PBHCI ranged from 9.2% (weight loss of ≥ 10 lbs among overweight consumers) to 68.9% (good BP control among consumers with comorbid hypertension). The proportion of consumers who met criteria for quality indicators for hypertension care ranged from 37.8% (receipt of education on the usage of non-pharmacological treatments) to 74.5% (LDL under the “at risk” threshold). Single obesity and tobacco use quality indicators suggested that half (obesity) or less than half (tobacco) of consumers received appropriate care for these conditions.

TABLE 4.13. Quality of Care for Selected Physical Health Conditions, Percentage (95% CI), by Cohort					
Indicator	Type of Indicator	Indicator Source	Cohort I	Cohorts II/III	All Cohorts
Diabetes					
Consumers with diabetes and LDL <100 mg/dL ^a	Intermediate outcome	NCQA--modified	48.5 (38.5, 58.5)	55.1 (50.0, 60.3)	53.7 (49.1, 58.3)
Consumers with diabetes and BP <130/80 mm/Hg ^a	Intermediate outcome	NCQA--modified	30.8 (22.9, 38.8)	37.4 (33.3, 41.5)	36.1 (32.5, 39.7)
Consumers with diabetes and BP <140/90 mm/Hg ^a	Intermediate outcome	NCQA	62.4 (54.1, 70.7)	70.4 (66.6, 74.3)	68.9 (65.4, 72.4)
Consumers with diabetes, BMI >25 at baseline and who lost 10 lbs ^a	Intermediate outcome	NHLBI	9.9 (7.0, 12.9)	9.0 (7.5, 10.4)	9.2 (7.9, 10.5)
Consumers with diabetes who received education about diabetes, nutrition, cooking, physical activity, or exercise ^a	Process	ICSI--modified	66.8 (62.5, 71.1)	68.5 (66.3, 70.6)	68.1 (66.2, 70.1)
Hypertension					
Percentage of hypertensive consumers who received education on the usage of non-pharmacological treatments ^{a,b}	Process	ICSI--modified	36.1 (32.2, 39.9)	38.5 (36.2, 40.8)	37.8 (35.9, 39.8)
Consumers with hypertension and LDL <130 mg/dL ^a	Intermediate outcome	Literature--modified	72.3 (64.1, 80.4)	75.4 (70.4, 80.5)	74.5 (70.2, 78.8)
Consumers with hypertension who received education services related to hypertension, nutrition, cooking, physical activity, or exercise ^a	Process	ICSI--modified	52.2 (48.4, 55.9)	54.7 (52.4, 57.0)	54.0 (52.0, 56.0)
Obesity					
Counseling on physical activity and/or nutrition for those with documented elevated BMI ^a	Process	ICSI--modified	49.7 (47.8, 51.6)	55.7 (54.6, 56.9)	54.1 (53.1, 55.1)
Tobacco use					
Consumers identified as tobacco users who received cessation intervention during a two-year measurement period	Process	PCPI	35.3 (33.9, 36.8)	44.2 (43.2, 45.2)	41.4 (40.6, 42.3)
NOTES: BP = blood pressure; BMI = body mass index; CI = confidence interval; ICSI = Institute for Clinical Systems Improvement; LDL = low-density lipoprotein; NCQA = National Committee for Quality Assurance; NHLBI = National Heart, Lung, and Blood Institute; PBHCl = primary and behavioral health care integration; PCPI = Physician Consortium for Performance Improvement. a. Most modifications reflect the fact that the indicator was restricted to consumers' first 12 months within enrolling in PBHCl. b. Includes nutrition, cooking, and physical activity wellness services.					

Use of Integrated Services

We evaluated the proportion of PBHCI consumers who accessed basic and comprehensive integrated care services. We operationalized integrated care separately and differently for the general sample of PBHCI consumers and for those with probable chronic physical health conditions, since those with physical illness have more complex needs (Table 4.14). Specifically, for the general sample of consumers, we defined basic integrated care as including: (1) a physical health screening or assessment or treatment planning session; (2) contact with a PC provider; and (3) contact with case management, all within the first 12 months of enrolling in PBHCI.

TABLE 4.14. Operational Definitions of Basic and Comprehensive Integrated Care				
	General Sample		Physical Health Condition	
	Basic	Comprehensive	Basic	Comprehensive
Physical health service				
Screening/assessment	X ^a	X	X ^b	X
Treatment planning	X ^a	X	X ^b	X
PC Provider	X	X	X	X
Medication management			X ^b	X
Referral				X
Wellness		X		X
Case management	X	X	X	X
NOTES: PC = primary care; PBHCI = primary and behavioral health care integration. All indicated services must have been received within the first 12 months of enrollment in PBHCI. All persons receiving comprehensive integrated care necessarily receive basic integrated care. a. Either one of screening/assessment or treatment planning. b. Any one of screening/assessment, treatment planning or medication management.				

We defined comprehensive integrated care as consisting of: (1) a physical health screening or assessment; (2) a treatment planning session; (3) contact with a PC provider; (4) use of a wellness service; and (5) contact with case management, all within the first 12 months of enrolling in PBHCI. All persons receiving comprehensive integrated care necessarily received basic integrated care.

We also defined basic and comprehensive services separately and more conservatively for consumers with an identified physical health risk. Basic integrated care for this group included: (1) a physical health screening or assessment, treatment planning session, or medication management session; (2) contact with a PC provider; and (3) contact with case management, all within the first 12 months of enrolling in PBHCI. This differs from how we defined basic integrated care for the general population because the first criterion (screening/assessment, treatment planning) can also be satisfied with a medication management session.

The comprehensive package of services for persons with identified physical health risk included: (1) a physical health screening or assessment; (2) treatment planning; (3) contact with a PC provider; (4) medication management; (5) referral; (6) use of a wellness service; and (7) contact with case management. This differs from how we defined comprehensive integrated care for the general population because it also includes medication management and referral.

Just over half of the general sample of PBHCI consumers received basic integrated care and just over one-quarter received comprehensive integrated care (Table 4.15). Among those with probable physical health conditions, approximately one-third received comprehensive integrated services and just over one-half received basic integrated services.

TABLE 4.15. Consumer Access of Integrated Care During the First 12 Months in PBHCI				
		Cohort I % (95% CI)	Cohorts II/III % (95% CI)	All Cohorts % (95% CI)
General Sample	Comprehensive	33.7 (32.1, 35.3)	24.8 (23.7, 25.8)	28.0 (27.1, 28.9)
	Basic	68.7 (67.1, 70.2)	46.9 (45.6, 48.1)	54.7 (53.7, 55.7)
Metabolic Syndrome (N= 1,345)	Comprehensive	48.3 (42.6, 54.0)	26.4 (23.7, 29.1)	31.2 (28.7, 33.7)
	Basic	80.4 (75.9, 84.9)	50.4 (47.4, 53.5)	57.0 (54.4, 59.7)
Obesity (N= 3,684)	Comprehensive	40.5 (37.4, 43.6)	26.2 (24.5, 27.8)	29.9 (28.4, 31.3)
	Basic	73.6 (70.8, 76.4)	50.1 (48.2, 51.9)	56.1 (54.5, 57.7)
Diabetes (N=921)	Comprehensive	44.5 (37.3, 51.7)	30.9 (27.5, 34.2)	33.6 (30.5, 36.6)
	Basic	79.1 (73.2, 85.0)	52.5 (48.9, 56.1)	57.8 (54.6, 61.0)
Dyslipidemia (N= 3,094)	Comprehensive	43.2 (39.6, 46.7)	27.3 (25.5, 29.1)	31.1 (29.5, 32.8)
	Basic	79.1 (76.2, 82.0)	51.7 (49.7, 53.7)	58.3 (56.6, 60.0)
Hypertension (N= 905)	Comprehensive	41.8 (35.5, 48.1)	25.9 (22.6, 29.2)	30.1 (27.1, 33.0)
	Basic	77.2 (71.9, 82.6)	49.7 (45.9, 53.5)	56.9 (53.7, 60.1)
NOTES: CI = confidence interval; PBHCI = primary and behavioral health care integration. Comprehensive and basic integrated care are operationalized differently for the general sample and for consumers with chronic physical health conditions. See definitions in Table 4.14. All consumers receiving comprehensive integrated care necessarily receive basic integrated care, too.				

Summary

This chapter presented results from the second half of the process evaluation, describing how consumers interface with grantees' PBHCI programs of care. In particular, we described grantees' success at enrolling and engaging consumers in their programs and enrolled consumers' demographic and psychosocial characteristics, their care needs, and the match between those needs and the services they received. We also described consumers' receipt of integrated care.

We found that grantee sites approached the integration of primary and BH care in different ways, leading to significant variability in the reach and appropriateness of the services provided. This variability notwithstanding, several results are worth noting because of their probable capacity to impact outcomes. We discuss these results in connection with the process domain they describe. PBHCI programs reported high rates of consumer enrollment in their first year of operation, often exceeding estimated enrollment for that year. On the other hand, programs largely fell short of long-term enrollment targets, enrolling just over one-quarter of their total anticipated clientele after three of four grant years. Taken together, the results suggest that programs may have success identifying and enrolling the most willing consumers in integrated care, but that they may require technical assistance to identify and engage other members of their consumer population with suspected PC needs.

PBHCI consumers were demographically diverse, suggesting that PBHCI programs were able to engage a wide variety of clientele. PBHCI consumers also had high rates of health care needs. Approximately half of the consumers reported low levels of well-being and nearly one-quarter reported use of illegal substances. Rates of consumers at risk for chronic physical health conditions were consistently higher than general population rates and they affirm the need for intensive, integrated primary and BH care systems in communities and nationwide.

Service utilization data showed that PBHCI programs are making progress toward addressing consumers' multispecialty health care needs. Appropriately, the majority of consumers had contact with physical, BH, and care management providers, and they received physical and mental health assessments or screenings, medication management, and treatment planning. However, rates of substance abuse screening, medication management, and treatment planning were lower; in part, this may reflect lower rates of substance use service needs, but it may also reflect low rates of identified substance use problems. Given the high rates of comorbid substance abuse and SMI in national samples (SAMHSA, 2012), PBHCI programs could work to ensure they are reliably assessing/screening and effectively managing consumers' substance use-related needs.

Service utilization data also showed that, although the majority of consumers received at least one contact with a variety of providers and services during their first year of care, a sizable proportion (22%) of enrollees discontinued PBHCI treatment, with the average length of enrollment prior to discontinuation being just seven months. Although problematic, difficulties engaging people with SMI in integrated care may reflect the relative newness of PBHCI programs. However, since programs did most of their consumer enrollment during the first year of operation, these data suggest that programs can continue to improve their strategies for engaging consumers in long-term care.

Similarly, access to and the intensity of PC provider contacts were not substantially different for consumers with probable chronic physical health conditions (who necessarily have a greater degree of PC needs) compared to those at lower risk (i.e., consumers not meeting any of the risk indicators assessed). These findings raise questions about the capacity of grantees to allocate resources to those consumers with the greatest physical health needs.

With regard to the quality of PC, overall, programs showed low rates of meeting evidence-based quality indicators for obesity and tobacco use--two of the major preventable causes of morbidity and mortality in the United States (Danaei et al., 2009).

Finally, the data showed that some consumers can receive a rich array of behavioral and PC services. Nearly half of the enrolled consumers received at least some physical and care management services within one year of enrolling in PBHCI. Given that the majority of these programs of integrated care are fairly new (less than four years old), the PBHCI programs' coordination of systems, providers, and services

to manage complex comorbid conditions is noteworthy. At the same time, some PBHCI programs are not yet providing basic (about 50%) or comprehensive (about 75%) integrated services to many consumers in need, suggesting the need for programs to continue to develop and refine their strategies for improving consumer access to and use of primary and secondary preventive care services.

In sum, grantees' implementation of PBHCI was highly variable, with some grantees providing high quality comprehensive services to consumers and others struggling to provide services likely to achieve the desired outcome of improving the physical health and overall well-being of their target consumer population.

5. COMPARATIVE EFFECTIVENESS STUDY

Overview

In this chapter, we describe the results of the comparative effectiveness study, which was designed to answer Research Question 2, *Does the integration of primary and BH care lead to improvements in the mental and physical health of the population with SMI and/or substance use disorders served by these integrated care models?* This comparative effectiveness study consisted of a quasi-experimental design through which we compared differences in individuals' physical health and BH outcomes at three intervention (PBHCI) sites and three matched control-sites after one year's time. We hypothesized that consumers served at PBHCI clinics would show greater improvements in physical health and BH during the study period than those served in usual (control) clinic settings.

Methods

Additional methodological detail about the comparative effectiveness study is provided in the Appendix.

Participants and Sites

We selected three PBHCI (intervention) sites that were large (ideally serving at least 750 SMI consumers each, although actual numbers suggest that programs were serving 450 or more consumers each) and that undertook diverse approaches to implementing PBHCI (e.g., geographical location, urbanicity, client demographics, services provided, and PC partner agency). The programs needed to be “high implementers” of PBHCI so that we could illustrate PBHCI outcomes for programs implementing integrated care with better-than-average success. In short, the sample of PBHCI sites included in this comparative effectiveness evaluation is diverse but intentionally not representative of the larger pool of grantees.

Matched control-sites were identified via a web search; suggestions from SAMHSA, state mental health authorities, and other agencies; and suggestions from prospective intervention sites themselves. Control-sites were required to be located within the same state as their matched PBHCI intervention site and be similar to the intervention site in their selection criteria, except that they offered no or low PC (i.e., they did not offer PC as part of their program or had no formal referral relationship with a PC provider). The final sample includes the original Cohort I site and two new Cohort III sites that satisfied the study inclusion criteria outlined above.

Intervention sites were compensated up to \$10,000 and control-sites were compensated up to \$25,000 for participating in the comparative effectiveness evaluation; compensation was prorated based on the number of consumers identified, recruited, and enrolled in the study.

Consumers

Eligible consumers were adults at least 18 years of age whose primary psychiatric diagnosis was an SMI (see Chapter One) and who were enrolled in integrated care services at a participating PBHCl program or received BH care at a matched control-site. We also attempted to enroll consumers at intervention sites who had their first contact with PBHCl within one year (+/- six months) from the follow-up data collection event so that we could quantify the impact of PBHCl on individuals' outcomes after approximately one year of treatment.

Data Collection

Data for the comparative effectiveness study included physical health indicators and a slightly abbreviated version of the NOMs (see Chapter Two). Data sources and the timing of data collection at the control and intervention site pairs are provided in Table 5.1 and the Appendix.

TABLE 5.1. Baseline and Follow-Up Data Sources and Timing			
Sites		Baseline	1-Year Follow-Up
Control	Site 1	November 2011	November 2012
	Data Source	RAND Subcontractor OHD	RAND Subcontractor OHD
	Sites 2 and 3	March, April, and July 2012	February-May 2013
	Data Source	RAND subcontractor OHD	RAND subcontractor OHD
Intervention	Site 1	February 2011	February 2012
	Data Source	TRAC	RAND subcontractor OHD
	Sites 2 and 3	February 2012	February-May 2013
	Data Source	TRAC	RAND subcontractor OHD
NOTE: OHD = Onsite Health Diagnostics; TRAC = TRansformation ACcountability.			

Participant Recruitment

Prospective participants learned about the study from trained case management staff and advertising (e.g., posters in waiting rooms, write-ups in clinic newsletters, etc.) at participating control clinics and received further information by mail and by phone. Participants received \$10 for completing the survey and \$10 for completing the biometric screening procedures at the baseline and follow-up assessment, respectively.

Procedures

Consumers provided written informed consent upon arriving at their respective study site and then took part in a physical health exam (conducted by RAND subcontractor OHD). The exam included measures of height, weight, BMI (calculated from height and weight), BP, waist circumference, and breath CO. OHD' licensed and

trained phlebotomists also collected a blood sample for the following tests: FPG; A1c; and several lipids, including cholesterol (total, HDL, and LDL) and triglycerides. On-site staff asked participants if they had successfully fasted for eight hours prior to the health exam, and although an eight-hour fast was necessary prior to the blood tests for FPG and lipids, blood samples were drawn from individuals whether or not they were fasting. Fasting information was recorded and accounted for in the data analysis.

Individual participants and the medical directors of participating intervention and control-sites received results of the physical health exams. Test results falling outside of the normal range were clearly indicated. Along with test results, consumers received a booklet with information about each test and the meaning of out-of-range values. Consumers with out-of-range values were instructed to contact their health care provider, and consumers without health care providers were instructed to contact their BH care provider for assistance with connecting to PC services. Participating clinics agreed to facilitate consumer referrals to local PC providers, as needed, following receipt of screening results. This evaluation has no information, however, about the frequency with which control-site referrals were made or completed.

Analytic Approach

We used a difference-in-difference analysis to estimate the causal association of PBHCI with participant outcomes (Ashenfelter and Card, 1985; Meyer, 1995; Imbens and Wooldridge, 2009). Difference-in-difference is one of the most popular approaches to estimating treatment effects from quasi-experimental and observational studies because it mitigates biases in intervention-control group comparisons that could be the result of permanent differences between those groups and/or biases in the pre-post comparison resulting from secular trends unrelated to the intervention. Table 5.2 illustrates how a difference-in-difference analysis is computed. In the simplest case, program effects are assessed by comparing before-and-after differences in outcomes between persons exposed to an intervention and persons with no exposure (the control group).

TABLE 5.2. Difference-in-Difference Analysis		
y_{st}	$c = 2$ (control consumers)	$c = 1$ (PBHCI consumers)
t = 2 (follow-up)	y_{22}	y_{12}
t = 1 (baseline)	y_{21}	y_{11}
Difference	$y_{22} - y_{21}$	$y_{12} - y_{11}$
Difference-in-difference	$(y_{11} - y_{12}) - (y_{22} - y_{21})$	
NOTE: PBHCI = primary and behavioral health care integration.		

We calculated PBHCI effects on consumer health outcomes using a semiparametric, causal difference-in-difference analysis (Abadie, 2005). Specifically, we compared differences in outcomes between persons served at PBHCI and control clinics after one year, and we created a case-mix adjustment that balanced the

observed characteristics¹⁶ of PBHCI and control participants via propensity score matching (i.e., we weighted control data based on the probability that an individual, based on his/her observed characteristics, received the PBHCI intervention). A strength of this semiparametric, flexible model is that it can accommodate patterns in the data that could create model misspecification when more rigid, parametric approaches are applied. Given standard technical assumptions (i.e., Rubin's [1974] causal model¹⁷), this method provides the best unbiased estimate for the average treatment effect on persons in the treatment group relative to the control group.

Results

Match Within Intervention and Control-Site Pairs

The following set of analyses shows the degree of balance within intervention and control-site pairs on program features that could affect service utilization and consumer health and well-being. Since the pool of possible control clinic participants was limited, we expected selected sites to be similar in some regards but different in others. While clinic differences (as opposed to consumer differences) cannot be accounted for in the analyses per se, we consider them in the discussion of program results.

Table 5.3 and Table 5.4 describe characteristics of the PBHCI intervention and control-sites prior to and independent of the PBHCI program. An important feature of Table 5.3 is that participants from control-sites could include all adult clients with SMI, while the PBHCI consumers may not reflect the entire pool of adults with SMI served by the BH grantee.

TABLE 5.3. Number of SMI Consumers Served and Location of Intervention and Control Sites				
Site Pair	Type	Total SMI Clients	Urbanicity	PBHCI Target Clientele
1	Intervention	3,120	Rural	Clients without PC provider or dissatisfied with PC provider
	Control	1,050	Rural	None
2	Intervention	1,600	Urban	All clients offered
	Control	2,000	Rural	None
3	Intervention	3,000	Urban	All existing adult clients with SMI at BH clinic and partner FQHC
	Control	1,130	Urban	None
NOTE: BH = behavioral health; FQHC = federally qualified health center; PBHCI = primary and behavioral health care integration; PC = primary care; SMI = serious mental illness.				

¹⁶ Observed characteristics included in the model reported here were primary mental health diagnosis (bipolar disorder, schizophrenia, major depressive disorder, anxiety, or other) and several variables from the NOMs (gender, race, age, education, school/training, employment, criminal justice contact, binge drinking, substance use, healthy overall, social connectedness, and housing).

¹⁷ Rubin's causal model illustrates ways that carefully controlled, nonrandomized data can be used when randomized data are not available.

Overall, data show that the intervention and control-sites were well matched in terms of program structure; that is, paired sites were in similar locations (but see Site Pair 2), provided similar BH services, and served similarly sized client populations.

TABLE 5.4. BH Services Provided at Intervention and Control Sites					
Site Pair	Type	Outpatient	Residential	Crisis/ Emergency	SUD Treatment
1	Intervention	X		X	
	Control	X	X	X	X
2	Intervention	X	X	X	Detox only
	Control	X	X	X	X
3	Intervention	X	X	X	X
	Control	X	X	X	X

NOTE: BH = behavioral health; SUD = substance use disorder.

Participant baseline data also showed that, within site pairs, clinics tended to serve similar clientele but with some differences (Table 5.5). Specifically, within Site Pair 1, the intervention site served a population that was nearly ten years younger than that of the control-site. In Pair 2, the control sample had more female and Caucasian participants than the intervention site (which had nearly equal proportions of men and women and African American and Caucasian participants). We note these differences, in particular, as older age, gender, and race are associated with increased risk for chronic physical health conditions (CDC, 2012, 2013). We accounted for within-pair consumer demographic differences in the outcomes analysis using propensity score matching.

TABLE 5.5. Demographics of Participating Consumers Within Intervention and Control-Site Pairs							
Demographics	Site Pair 1		Site Pair 2		Site Pair 3		All Grantees N=56
	Intervention %	Control %	Intervention %	Control %	Intervention %	Control %	
Gender							
Male	41.6	40.6	47.3 ^a	30.6	40.0	37.4	46.4
Female	58.4	59.4	52.5 ^a	68.6	60.0	62.3	53.3
Ethnicity							
Hispanic/ Latino	0.8	1.1	3.1	4.4	11.9	8.5	14.8
Black	2.7	3.0	45.1 ^a	11.0	3.9 ^a	1.2	25.6
Asian	2.0 ^a	0.0	0.3	1.5	0.8	0.4	4.2
Hawaiian Native	3.5 ^a	0.0	1.2	1.1	0.3	1.5	1.9
Alaska Native	0.2	0.0	0.2	0.0	0.6	0.0	0.6
White	93.1	95.1	51.4 ^a	84.2	85.8 ^a	92.7	61.3
American Indian	4.4 ^a	8.2	0.7 ^a	10.3	3.9	3.1	7.2
Age: mean	39.7 ^a	47.4	41.5 ^a	44.0	41.1 ^a	38.3	43.8
a. Within-pair difference p<0.05.							

a. Within-pair difference $p < 0.05$.

Baseline Physical Health

Table 5.6 shows the proportion of consumers identified as “at risk” for chronic physical illness at control-sites and at intervention and other PBHCl sites at baseline or at enrollment in PBHCl, respectively. The purpose of this table is to illustrate any

differences in physical health risk between consumers served at intervention and control clinics and between intervention sites and the PBHCI population at large.

TABLE 5.6. Proportions of Comparative Effectiveness Study Participants "At Risk" for Chronic Physical Illness at Study Baseline (controls) or Enrollment in PBHCI (intervention)							
	Site 1		Site 2		Site 3		All Sites N=56
	Intervention	Control	Intervention	Control	Intervention	Control	
SBP	37.4 ^a	27.4	40.9	38.0	34.4 ^a	22.4	37.9
DBP	30.8	26.3	34.8 ^a	24.0	32.7 ^a	18.0	31.0
BMI	75.6	81.7	74.3	74.1	74.4	78.0	76.5
TC	10.9	10.9	11.1	16.4	10.2	7.1	12.3
HDL-C	44.6 ^a	30.5	25.6	26.9	31.9	29.9	30.0
LDL-C	26.2	18.9	26.7	25.1	21.5	18.2	26.1
FPG	11.3 ^a	25.5	22.3	18.3	18.9	9.6	30.5
A1c	55.4	59.9	37.9	38.6	30.3	36.0	52.6
Trig	46.1	53.8	33.4 ^a	47.0	40.2	47.2	39.8
Smok	72.5 ^a	58.1	62.7	64.2	55.5	54.1	59.8
NOTES: A1c = glycated hemoglobin; BMI = body mass index; DBP = diastolic blood pressure; FPG = fasting plasma glucose; HDL-C = high-density lipoprotein cholesterol; LDL-C = low-density lipoprotein cholesterol; PBHCI = primary and behavioral health care integration; SBP = systolic blood pressure; Smok = self-reported smoking status; TC = total cholesterol; Trig = Triglycerides. a. Within site pair difference of $\geq 10\%$.							

In general, the data showed similar rates of chronic physical illness risk at intervention and other PBHCI sites (except for higher rates of elevated plasma glucose). The match between intervention and control-site pairs was also generally good, although intervention sites had consistently higher incidence of hypertension risk (elevated SBP and DBP) and marginally lower incidence of elevated triglycerides (this difference was most pronounced within Site Pair 2). Also notable was that within Site Pair 1, the intervention group showed higher rates of elevated HDL-C and smoking compared to the control. Finally, we also note that some differences may be due to PBHCI programs' selection of adults with SMI into integrated care services (see Table 5.3). We used propensity score matching to account for these differences within site pairs in the outcomes analysis below.

PC at Participating PBHCI Sites

In this section, we describe the PC at participating intervention sites to show how PBHCI programs were intentionally and systematically different from their matched control. This comparison suggests program features that could contribute to observed PBHCI outcome effects.

We also describe PC offered at the three participating intervention sites relative to the PBHCI program in general in order to show how the intervention sites may (or may not) resemble the "typical" PBHCI grantee. This information is meant to help the reader consider the extent to which the results of this study may generalize to outcomes across the larger pool of PBHCI grantees.

PC Program Structures

The PC services available at participating intervention sites are shown in Table 5.7 and Table 5.8.

TABLE 5.7. Characteristics of PC at Participating PBHCI Sites				
PBHCI Program	PC Partner Agency	FQHC	FQHC Annual Patient Volume	EHR
1		N/A	N/A	N/A
2	X	X	10,750	X
3	X	X	27,000	X
NOTE: EHR = electronic health record; FQHC = federally qualified health center; PBHCI = primary and behavioral health care integration; PC = primary care.				

As intended, participating programs implemented PBHCI in very different ways. Two intervention sites (2 and 3) had existing partnerships with PC agencies prior to receiving the PBHCI grant, while Intervention Site 1 hired its own PC providers. All three programs provided individual and group wellness programs, including smoking cessation services, although one site did not offer nicotine replacement medications to help smokers quit.

TABLE 5.8. Integrated Care Program Structural Features of PBHCI Intervention Sites					
PBHCI Program	Co-location NPs/PC Provider	PC Supervising Physician	Embedded Nurse Care Managers	Use of EBPs	Unique Structural Features
1	X	X	X	X	On-site phlebotomy; tobacco recovery across the continuum
2	X	X	a	X	
3	X	X	X	X	Pharmacy and lab on-site
NOTES: EBP = evidence-based practice; NP = nurse practitioner; PBHCI = primary and behavioral health care integration; PC = primary care. a. Non-nurse care manager.					

Importantly, although control-sites were selected for having no or low PC (among other reasons), we note that Control-Site 3 had an unofficial referral relationship with a local FQHC (the same FQHC providing PC to Intervention Site 3) and that it also offered some consumer wellness services (smoking cessation, a course entitled “Living Well with Chronic Conditions,” Zumba, and Wii Fitness). We take these unintended interventions-control-site similarities into account when considering the impact of Intervention Site 3 on outcomes.

PC Service Access and Utilization

Next we describe the proportion of consumers accessing (i.e., having at least one contact with) different PBHCI providers and services (including referrals to specialists or other related but ancillary services) within 12 months of enrolling in PBHCI. We present these data alongside proportions of consumers with provider and service contacts at all other grantee sites to illustrate how the selected intervention sites may or may not resemble the “typical” PBHCI grantee.

Data on provider contacts appear in Table 5.9. As intended by the site selection process, the proportion of consumers having contact with PC providers and care managers within 12 months of enrolling in PBHCI was generally higher at intervention sites than at other PBHCI sites (with the exception of low rates of care manager contacts at Site 3). Unexpectedly, the proportion of consumers with peer specialist and other specialist contacts within 12 months of enrolling in PBHCI was lower at intervention versus other PBHCI sites.

TABLE 5.9. Proportion of Consumers with a PBHCI Provider Contact Within One Year of Enrollment				
	Site 1	Site 2	Site 3	All Sites (N=56)
Percentage of Clients Seeing Provider During First 12 Months				
Care manager	87.6	98.1	16.5	69.3
PC provider	90.0	87.1	89.3	75.3
Psychiatrist/psychiatric nurse	87.1	62.3	71.3	72.4
Counselor	74.6	24.6	74.3	49.2
Peer specialist	15.1	8.9	4.7	24.6
Other specialist	46.0	0.0	13.2	22.3
NOTE: PBHCI = primary and behavioral health care integration; PC = primary care.				

Rates of consumer access to PBHCI physical health services within 12 months of enrollment are presented in Table 5.10. Rates of access to ambulatory physical health services tended to be higher at intervention sites than at other PBHCI sites. In addition, fewer consumers were hospitalized for a physical illness at Intervention Sites 1 and 3 (but not Site 2) than at other PBHCI sites.

TABLE 5.10. Proportion of Consumers with Physical Health Service Contacts Within One Year of Enrolling in PBHCI				
	Site 1	Site 2	Site 3	All Sites
Percentage of Clients Using Service During First 12 Months				
Screening/assessment	99.9	89.0	89.3	86.2
Referral	50.1	40.5	0.0	38.6
Planning	94.6	79.9	89.3	72.7
Medication management	94.4	79.9	83.5	64.8
Hospitalization	0.0	10.2	0.0	10.7
NOTE: PBHCI = primary and behavioral health care integration.				

Finally, the proportion of consumers using wellness services within 12 months of enrollment in PBHCI (Table 5.11) varied between intervention sites. First, not all sites offered every wellness service. For instance, Intervention Sites 1 and 3 did not offer medication management, and Intervention Site 3 did not offer consumers referrals to wellness programs. Intervention Site 2 did not offer exercise. Among the wellness services available, consumers at Intervention Sites 1 and 2 were as likely as or more likely than consumers at other sites to access smoking cessation, wellness education, and coping/skills support programs. Expectedly, wellness service access at Intervention Site 3 was consistently low. For instance, while 91% of consumers received smoking cessation services at Intervention Site 1, only 3% of consumers received this service at Intervention Site 3.

TABLE 5.11. Proportion of Consumers with Wellness Service Utilization Contacts Within One Year of Enrolling in PBHCI				
	Site 1	Site 2	Site 3	All Sites
Any wellness service	54.5	91.5	14.2	78.4
Referral	17.1	17.6	n/a	42.1
Medication management	n/a	79.7	n/a	31.6
Smoking cessation	91.1	61.4	3.2	30.3
Wellness education	48.7	84.7	10.1	50.7
Exercise	48.1	0.2	7.9	21.3
Coping/skills support	49.5	85.4	4.3	55.9
NOTE: PBHCI = primary and behavioral health care integration.				

Attrition

Analysis of attrition at control-sites showed that we were able to recruit 65% of consumers who participated in the baseline assessment to come back for the one-year follow-up assessment. Attrition analysis at the intervention sites is more difficult because the baseline sample includes all consumers enrolled between six and 18 months prior to the data collection session, some of whom would not have volunteered for the follow-up research screen. Overall, 25% of potentially eligible intervention site consumers participated in the study. To determine how selection effects may have impacted the results, we ran several rounds of sensitivity analyses. Fortunately, these sensitivity analyses showed that the outcome results reported below were likely not biased by consumer selection at intervention sites or attrition at control-sites.

Physical Health Outcomes

In this section, we test our hypothesis that consumers served at PBHCI clinics would show greater improvements in physical health and BH during the study period than those served at usual care (control) clinic settings (Table 5.12). Overall, the results showed that PBHCI consumers showed greater improvements in DBP, TC (primarily due to reductions in LDL-C), and plasma glucose compared to controls. However, there were no statistically significant differences between PBHCI and control consumers in changes in SBP, BMI, and A1c; and in the case of self-reported smoking, outcomes at control clinics were more favorable than those for PBHCI.¹⁸ We also did not detect any effect of PBHCI on triglycerides; however, this was expected because the analysis was underpowered.

¹⁸ We ran these analyses several ways, including and excluding individuals with missing data at baseline or follow-up and including and excluding individuals who received less than the desired 6-18 months of PBHCI treatment. Results were robust across analyses. The results presented here include individuals for whom baseline and follow-up data were available. Also see the above paragraph on attrition.

TABLE 5.12. Physical Health Outcomes Combined Across All Consumers, Clinics							
Indicator	N	Unadjusted Mean Change			Case-Mix Adjusted (estimated) Difference	STD Error	p-value
		PBHCI	Control	Difference			
SBP	881	-2.05	0.02	-2.17	-2.44	1.34	0.07
DBP	881	-4.38	-1.05	-3.33	-2.60	0.94	0.01
BMI	869	-0.11	-0.33	0.22	-0.02	0.50	0.97
TC	736	-3.78	1.83	-5.62	-7.07	3.16	0.03
HDL-C	795	1.68	0.96	0.72	-0.14	1.09	0.90
LDL-C	739	-5.44	2.70	-8.14	-9.30	2.55	0.00
FPG	752	0.01	0.06	-0.06	-0.07	0.04	0.04
A1c	532	0.16	0.00	0.16	0.22	0.21	0.28
Trig	794	-5.05	-4.09	-0.96	0.87	8.80	0.92
Smok	906	0.02	-0.03	0.05	0.05	0.02	0.03

NOTE: A1c = glycated hemoglobin; BMI = body mass index; DBP = diastolic blood pressure; FPG = fasting plasma glucose; HDL-C = high-density lipoprotein cholesterol; LDL-C = low-density lipoprotein cholesterol; PBHCI = primary and behavioral health care integration; SBP = systolic blood pressure; Smok = self-reported smoking status; STD = standard; TC = total cholesterol; Trig = Triglycerides.

We replicated this analysis among the subset of consumers who were “at risk” for chronic physical illness at baseline. A limitation of this analysis is that the number of consumers in the “at risk” range in both the baseline and follow-up data was often too small to produce detectable effects. However, given the importance of assessing outcomes for consumers identified as “at risk” upon enrollment in PBHCI (i.e., those who show a need for treatment), we briefly report the outcomes for the “at risk” sample here. The data showed that PBHCI consumers had greater improvements than the controls in HDL, LDL, and TC (Table 5.13; Figure 5.1). No other effects were significantly different between PBHCI and control consumers.

TABLE 5.13. Physical Health Outcomes for Persons with Baseline Risk for Physical Health Conditions, Combined Across All Participating PBHCI and Control Clinics							
Indicator	N	Unadjusted Mean Change			Case-Mix Estimated Difference	STD Error	p-value
		PBHCI	Control	Difference			
SBP	299	-13.90	-12.96	-0.94	-2.22	2.15	0.30
DBP	237	-12.44	-10.14	-2.30	-1.41	1.79	0.43
BMI	668	-0.78	-0.72	-0.06	-0.34	0.62	0.59
TC	85	-54.25	-18.38	-35.87	-33.02	9.13	0.00
HDL-C	248	7.24	3.15	4.09	3.90	1.32	0.00
LDL-C	177	-35.28	-2.52	-32.76	-33.78	5.46	<0.0001
FPG	136	-0.49	-0.37	-0.12	-0.15	0.09	0.13
A1c	254	-0.85	-0.03	-0.83	-0.65	0.40	0.10
Trig	376	-54.22	-34.82	-19.40	-8.98	14.07	0.52
Smok	517	-0.09	-0.13	0.04	0.05	0.03	0.11

NOTE: A1c = glycated hemoglobin; BMI = body mass index; DBP = diastolic blood pressure; FPG = fasting plasma glucose; HDL-C = high-density lipoprotein cholesterol; LDL-C = low-density lipoprotein cholesterol; PBHCI = primary and behavioral health care integration; SBP = systolic blood pressure; Smok = self-reported smoking status; STD = standard; TC = total cholesterol; Trig = Triglycerides.

To provide greater context for the continuous data presented above, we also calculated the proportion of PBHCI and control consumers who showed improvement, no change, or worsening in physical health indicators during the study period (Table 5.14). Individuals were classified as “improved” if an indicator was in the “at risk” range at baseline but not at follow-up; individuals were classified as having “no change” if an indicator did not change in range from baseline to follow-up; and individuals were classified as “worsened” if an indicator was in the “not at risk” range at baseline but in the “at risk” range at follow-up. For the indicators showing statistically significant PBHCI

benefit above, the rates of improvement for PBHCI versus controls, respectively, are as follows: DBP (63.2% versus 53.6%), TC (53.2% versus 44.2%), and LDL-C (55.4% versus 43.5%). Note also that although rates of improvement for PBHCI versus controls are similar for FPG, rates of FPG worsening were higher for control consumers than PBHCI consumers.

TABLE 5.14. Percentage of Consumers Who Showed Improvement, No Change, or Worsening Physical Health Risk from Baseline to One-Year Follow-Up						
Indicator	Improved ^a (%)		No Change ^b (%)		Worsened ^c (%)	
	PBHCI	Control	PBHCI	Control	PBHCI	Control
SBP	54.2	45.5	1.7	3.2	44.1	51.3
DBP	63.2	53.6	3.4	4.1	33.4	42.3
BMI	45.7	53.0	0.0	1.1	54.3	45.9
TC	53.2	44.2	0.7	0.4	46.1	55.3
HDL-C	56.4	52.1	3.2	3.8	40.4	44.1
LDL-C	55.4	43.5	1.9	1.9	42.7	54.6
FPG	8.0	7.1	83.3	79.4	8.7	13.5
A1c	25.3	47.2	3.6	14.3	71.1	38.5
Trig	45.9	52.4	0.3	0.4	53.8	47.1
Smok	5.5	7.3	87.2	88.4	7.3	4.3

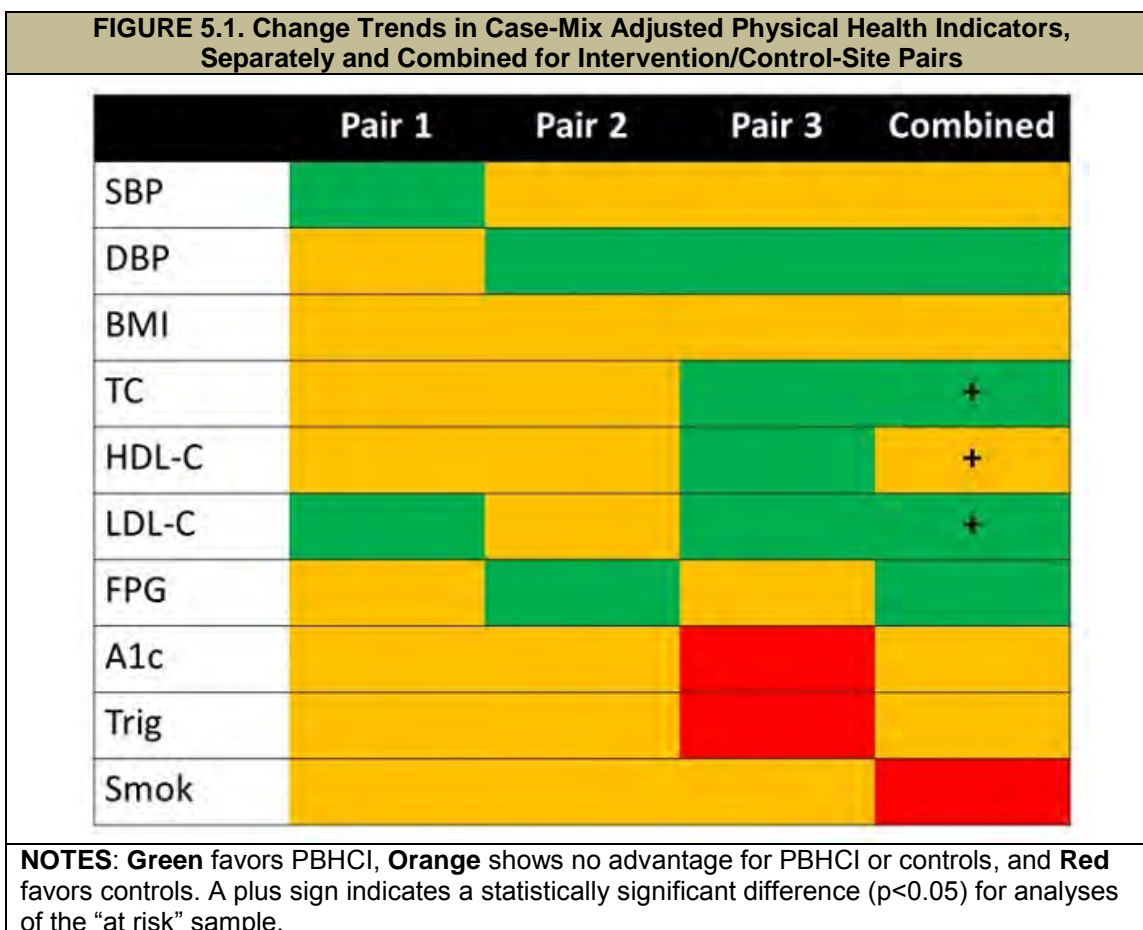
NOTES: A1c = glycated hemoglobin; BMI = body mass index; DBP = diastolic blood pressure; FPG = fasting plasma glucose; HDL-C = high-density lipoprotein cholesterol; LDL-C = low-density lipoprotein cholesterol; PBHCI = primary and behavioral health care integration; SBP = systolic blood pressure; Smok = self-reported smoking status; STD = standard; TC = total cholesterol; Trig = Triglycerides.

a. Indicator was in the "at risk" range at baseline and was no longer in the "at risk" range at follow-up.
b. Indicator did not change from "at risk" or "not at risk" from baseline to follow-up.
c. Indicator was in the "not at risk" range at baseline and was in the "at risk" range at follow-up.

To better understand the PBHCI-control differences reported above, we also examined physical health outcomes separately for each site pair (Figure 5.1; also see the tabular results in the Appendix). Since individual site samples were smaller and had reduced statistical power compared to the pooled analysis above, we note within-site pair differences as significant at the $p < 0.10$ level to facilitate detection of PBHCI program effects.

Across the site pairs, PBHCI programs were generally associated with improvements in SBP and DBP, TC, HDL-C (except Site Pair 2), LDL-C, and FPG (except Site Pair 1). Programs showed mixed effects for BMI, with the results for Site Pairs 1 and 2 favoring PBHCI (although not significantly so), and trends unexpectedly suggested greater improvement in A1c, triglycerides (Site Pair 3), and smoking for controls.

Finally, as a point of comparison, we also analyzed the change in consumer physical health indicators from baseline to one-year follow-up, as reported in TRAC. These analyses are presented in the Appendix.



BH Outcomes

Since changes in physical health and BH service use and outcomes may be interrelated (e.g., consumers who feel better physically may be better able to engage in social relationships), we also investigated changes in BH outcomes for persons served at intervention and control clinics (Table 5.15). Overall, the data did not suggest a clear relationship between PBHCI and BH outcomes. Specifically, the changes in self-reported social connectedness and self-reported overall health were not different between PBHCI and control consumers; and while the changes in self-reported rates of binge drinking and substance abuse were different for PBHCI and control consumers, the difference in substance abuse favored PBHCI, while the difference in binge drinking favored the controls.

TABLE 5.15. Comparative Change in BH Indicators Among Persons Served at PBHCI and Control Clinics during the One-Year Study Period							
Indicator	N	Unadjusted Mean Change			Estimated Difference	STD Error	p-value
		PBHCI	Control	Difference			
Binge drinking	948	0.12	-0.01	0.13	0.11	0.03	<0.0001
Substance use	951	-0.12	0.00	-0.11	-0.13	0.03	<0.0001
Social connectedness	1,013	0.05	0.03	0.02	0.03	0.04	0.43
Healthy overall	935	0.05	0.02	0.03	0.05	0.04	0.24
NOTE: BH = behavioral health; PBHCI = primary and behavioral health care integration; STD = standard.							

Discussion

The purpose of this chapter was to present the results of a comparative effectiveness evaluation of PBHCI. The evaluation compared changes in physical health and BH indicators at three PBHCI and control clinic pairs over one year. The results indicate that, compared with the controls, consumers treated at PBHCI clinics had greater reductions in select indicators of risk for metabolic syndrome and several physical health conditions, including hypertension, dyslipidemia, diabetes, and cardiovascular disease. No similar benefit of PBHCI was observed for other indicators, including triglycerides, obesity, and smoking. Consistent with Druss et al. (2001) and with a research design that did not test an intervention designed to improve delivery of BH services, results also showed no reliable benefit of PBHCI on indicators of BH.

Overall, this mixed set of results was largely expected; rarely do dramatic changes to health care delivery, particularly in the early stages of implementation, result in consistent improvements in all health outcomes examined. As with other recent, related health care reforms (e.g., Nutting et al., 2009; Felland, Lechner, and Sommers, 2013), issues related to program implementation, quality of care delivery, patient engagement/adherence to treatment, and a lack of focus on other factors that could affect outcomes (e.g., physical activity and diet) (see Chapter Three and Chapter Four regarding process evaluation) likely mitigated the effects of early PBHCI implementation on outcomes. Nonetheless, we consider the meaning of these outcomes individually by comparing them with other intervention studies for adults with SMI, and within the limitations of the current design. Before discussing these results, however, we describe the methodological limitations of this portion of the study.

Limitations

Several limitations of this analysis are worth mentioning. First, the PBHCI clinics included in this analysis are not representative of PBHCI as a whole. The comparative effectiveness evaluation sample was small (due to budget constraints) and sites were highly selected both for program and population diversity and to support design features of the evaluation (e.g., a need for a larger population of PBHCI consumers for statistical power). There were also some challenges with control-site selection. In addition to disparity in terms of structural features (e.g., location in Site Pair 2), site visits revealed significantly more provision of PC than anticipated (Site Pair 3).

Relatedly, consumers were not randomized to conditions; consequently, control programs were eligible to enroll all adult consumers with SMI, while intervention sites could only enroll those already enrolled in PBHCI, who may have been selected (intentionally or not) for extant physical illness, use of psychotropic medications, or other reasons. Other limitations include limited statistical power for some outcomes of interest (e.g., HDL-C, A1c, triglycerides), causing potential treatment effects (i.e., HDL-C) to have gone undetected. We were also unable to include other physical health indicators of interest (breath CO, waist circumference) because the data were incomplete (both were optional indicators not collected in full by the sites included in the evaluation).

Several key pieces of information about control-sites were also unavailable. For instance, we could not account for control participants' baseline PC service utilization before-and-after the study period. This is important because there may have been some slight clinical improvement in physical health indicators following the baseline assessment and receipt of screening results. In other words, the baseline screen that was part of this study could have acted as an intervention that made the comparison of PBHCI to controls particularly stringent (e.g., Baker et al., 2013). Further, several variables of interest were not measured as part of PBHCI, such as receipt of medications, treatment adherence, and others.

To properly consider observed differences in baseline data, we note that baseline data were collected differently at intervention sites (as part of clinical care; reported by grantee) that at control-sites (collected by OHD; single data collection event). Indeed, it is unclear whether differences in the baseline assessed risk are true differences or somehow related to data collection procedures.

Finally, the study follow-up period was somewhat limited. Particular physical health indicators are known to be "quick responders" to appropriate medication (e.g., BP), while others that might also require intensive lifestyle modification (e.g., smoking cessation or weight loss) could take longer to improve, so longer term treatment impacts were not observed. Finally, since it is unclear whether consumers received medication and/or behavioral interventions, we were unable to identifying the "active" and/or missing components of treatment.

Dyslipidemia

Treatment of dyslipidemia is well studied in general populations of adults and effective treatment consists of diet modification and statins (e.g., Jellinger et al., 2012). At the same time, lipids have not been a primary target for intervention studies of adults with SMI, whose lipids are often affected by psychotropic medications (Gierisch et al., 2013), and best practices for the population have not yet been established. Therefore, while there is still much to learn about how providers should treat dyslipidemia in adults with SMI, at least 15 studies have reported lipid levels as secondary outcomes of other interventions (Gierisch et al., 2013), and we consider the results of this study alongside the available literature.

Cholesterol

Cholesterol-related diseases (e.g., cardiovascular disease) are major contributors to the disparity in life expectancy between adults with and without SMI (Gierisch et al., 2013). The results of this study showed that PBHCI was associated with greater reductions in cholesterol than controls. Importantly, among consumers with cholesterol in the “at risk” range at baseline, cholesterol reductions were large enough to potentially result in clinical improvements in consumer physical health. Specifically, multiple studies have shown that each 10-mg/dL reduction in LDL-C, for example, is associated with an approximately 10% reduction in cardiovascular risk in adults (reviewed in Rahilly-Tierney et al., 2009). In this study, LDL-C was reduced by 35 mg/dL in the PBHCI “at risk” group (versus 2.52 mg/dL in “at risk” controls), suggesting a potential reduction in cholesterol-related cardiovascular risk of up to 35%.

This result is consistent with other published trials showing that cholesterol levels can be effectively managed with evidence-based lifestyle modification and/or pharmacotherapy (Carrizo et al., 2009; McKibbin et al., 2006; Wu et al., 2008; Fernandez-San-Marin et al., 2013). However, since we do not have any information about which consumers received cholesterol-lowering medications or any other medications, including psychotropics, associated with lipid changes (e.g., antipsychotic drugs) or which consumers made changes to their diet, further evaluation is needed to identify factors associated with reductions in cholesterol occurring in PBHCI consumers.

Triglycerides

The results of this study showed no clear statistical or clinical relationship between PBHCI participation and change in consumer triglyceride levels. Since no studies have evaluated standard pharmacotherapy for hyperlipidemia in adults with SMI (Gierisch et al., 2013), and the larger literature suggests reduced pharmacological options for statin-treated patients with persistent high triglycerides (Wierzbicki et al., 2012), it is difficult to contextualize this null finding. Nonetheless, to provide some guidance, we note that the effects of treating triglycerides as secondary outcomes tend to be small (Carrizo et al., 2009; McKibbin et al., 2006; Wu et al., 2007), suggesting that although there was a non-significant trend in the “at risk” sample that showed possible clinical favor for PBHCI, this relatively small, quasi-experimental trial was unlikely to detect treatment effects on triglycerides (i.e., statistical tests for this outcome were likely underpowered).

Hypertension

Individuals with SMI are at risk for hypertension because of sedentary lifestyle, smoking, and complications from antipsychotic medication (Gierisch et al., 2013). Results of this study show that PBHCI was associated with reductions in DBP, with 63% of PBHCI consumers (relative to 52% of controls) who were “at risk” at baseline transitioning into the “normal” range at one-year follow-up.

How do the PBHCI effects observed here compare to other studies? Unfortunately, very few studies have directly tested the effects of hypertension treatment in adults with SMI. One potential comparison comes from a randomized controlled trial testing the effects of integrated hypertension and depression pharmacotherapy in a sample of older patients (Bogner and DeVries, 2008). Results of that study showed that consumers receiving integrated care had lower SBP (14 mm/Hg) and DBP (10 mm/Hg) than controls, suggesting a larger treatment effect on SBP and DBP than that observed for PBHCI (2 and 3 mm/Hg, respectively).

However, clinical and epidemiologic studies from the general population provide some information about the potential health impact of PBHCI-related reductions in BP observed. Specifically, large prospective intervention studies investigating hypertension-related morbidity and mortality show that reductions in resting SBP and DBP as small as 3 mm/Hg can reduce CHD risk by 5%, stroke by 8%, and all-cause mortality by 4% (reviewed in Cornelissen et al., 2011). For the general sample of PBHCI consumers who saw a mean DBP reduction of 4.38 mm/Hg, PBHCI is therefore likely to be associated with a 3%-4% reduction in the risk for CHD. And although there were no statistical differences in BP rates between PBHCI and control consumers with baseline “risk,” BP reductions were even larger in the baseline “at risk” group (SBP=14 mm/Hg and DBP=12 mm/Hg).

In any case, future studies might continue to find ways to improve hypertension outcomes for adults with SMI, particularly focusing on systolic hypertension, which for most patients is more important to control than diastolic hypertension and is also more difficult to control (Grundy et al., 2004).

Diabetes

Adults with SMI are at increased risk for diabetes due to lifestyle factors (e.g., sedentary lifestyle and poor diet) and complications related to psychotropic medication use (reviewed in Gierisich et al., 2013). Results of this study showed only modest improvements in diabetes risk. In particular, the data showed no PBHCI-related improvement in A1c relative to controls. Further, while PBHCI consumers showed statistically significant reductions in FPG, this indicator remained unchanged for most participants during the study year, although PBHCI consumers in the general sample were less likely than controls to have FPG levels get worse. In any case, observed changes in FPG and A1c for the general and “at risk” samples were unlikely to be associated with any reduced risk for diabetes-related complications such as ischemic heart disease and stroke (Singh et al., 2013). These modest observed treatment effects on diabetes control are consistent with other studies of attempts to improve diabetes outcomes among adults with SMI. Specifically, a recent Agency for Healthcare Research and Quality (AHRQ) meta-analysis found seven total studies of behavioral, peer and family, or pharmacological interventions to improve glycemic control among adults with SMI (Gierisich et al., 2013). Among these, just two studies showed modest treatment advantages, both of which included the biguanide agent, metformin (Carrizo et al., 2009; Hoffman, Case, and Jacobson, 2012). In a similar review of metformin for

prevention of weight gain in psychiatric populations (Newall et al., 2012), data showed that metformin primarily has effects on A1c (and not FPG), making the results of this study difficult to compare. We note that a significant challenge of this evaluation is that programs were able to report either FPG or A1c and, due to convenience, cost, or other factors, many programs changed indicators midway through the project; this led to low rates of complete (baseline and follow-up) data for both glucose and A1c, which limited the statistical power and stability of results reported for these indicators. A further challenge is that PBHCI programs may have attempted to control consumers' diabetes in several ways, including diabetes-specific medication, antipsychotic medication switching, and exercise and nutrition education, and since it is unclear whether programs (or providers within programs) employed evidence-based interventions for primary and secondary prevention of diabetes risk or which interventions were employed, whether or not they were included among the routine PBHCI screening activities, it is difficult to know the potential mechanisms producing change.

Obesity

As with diabetes, adults with SMI are at increased risk for obesity due to lifestyle factors (e.g., sedentary lifestyle and poor diet) and complications related to psychotropic medication use (Gierisich et al., 2013). The results of this study showed that PBHCI did not have a statistical or clinically meaningful impact on obesity as measured by BMI. This null outcome is somewhat disappointing when compared to the published literature on weight control for adults with SMI (reviewed in Fernandez-San-Martin et al., 2013; Gierisich et al., 2013). A recent AHRQ meta-analysis of more than 30 studies of weight control interventions for adults with SMI showed that the net effect of these studies is typically positive, albeit small (about 3 kg), even though treatment effects may be short-lived beyond the intervention period (e.g., not exceeding three months [Fernandez-San-Martin et al., 2013]).

Aspects of how PBHCI weight control programs were implemented may explain why there were no consistent PBHCI effects on weight. For instance, published studies tended to be specifically weight focused (as opposed to wellness-focused, more broadly), with interventions delivered by highly trained personnel implementing manualized interventions, often with high fidelity. Published studies often include exercise *and* diet interventions and, in some cases, additions or modifications to psychotropic medication that also affect weight (e.g., adding the anticonvulsant topiramate and zonisamide, or adding metformin) (Gierisich et al., 2013). Among the PBHCI sites selected for this evaluation, almost no consumers participated in exercise interventions (except at Site 1), and participation in related wellness services (e.g., nutrition classes) was also likely low, since wellness participation overall was limited (e.g., at one site, only 14% of consumers took part in any wellness service at all). In the future, PBHCI programs may better promote weight control by implementing weight control programs with greater rigor.

Cigarette Smoking

Several reasons likely contribute to the disproportionately high rates of cigarette smoking among adults with SMI, including enhanced dopamine reinforcement, metabolic effects of antipsychotic medication, and reduced opportunities for other rewards (e.g., CDC, 2012). The results of this study showed that consumers treated at control clinics were *more* likely to be smoking abstinent than those treated at PBHCI sites. While smoking cessation is notoriously difficult for adults with or without SMI, studies show that adults with SMI can quit when provided with intensive and appropriate treatment (Tsoi, Porwal, and Webster, 2013), therefore several study design and treatment factors that could explain this finding are worth considering. First, utilization data show that while smoking cessation services were widely used by consumers at some sites, they were virtually unused by consumers at another site. Specifically, Intervention Site 3 did not offer smoking cessation services while its paired control clinic did. However, negative PBHCI effects are unlikely to be entirely related to low rates of utilization, since outcomes were disappointing even at sites where most consumers used the service. More specifically, PBHCI programs might need to consider changes to improve the impact of their cessation interventions. For instance, recent meta-analyses show that, although adults with SMI can quit smoking, behavioral interventions and nicotine replacement are generally not effective, and that treatment with bupropion is more likely to help adults with SMI to quit (Tsoi, Porwal, and Webster, 2013). While the programs included in this evaluation offered nicotine replacement, none explicitly mentioned bupropion.

Fortunately, SAMHSA has already begun to improve the quality of its PBHCI smoking cessation programs. Through CIHS (the PBHCI Technical Assistance Center), PBHCI grantees were offered multi-session trainings on best practices for treatment, educating staff and increasing staff competence for asking about tobacco use and intervening appropriately, and implementing smoke-free policies. SAMHSA has also since improved its reporting requirements around tobacco use. All new cohorts are now required to collect breath CO to measure tobacco smoke exposure. Not only is breath CO an objective measure of tobacco smoke exposure, it can capture greater variability in smoking outcomes, such as reductions in smoking that may be occurring among adults who are preparing, but are not yet ready, to completely quit.

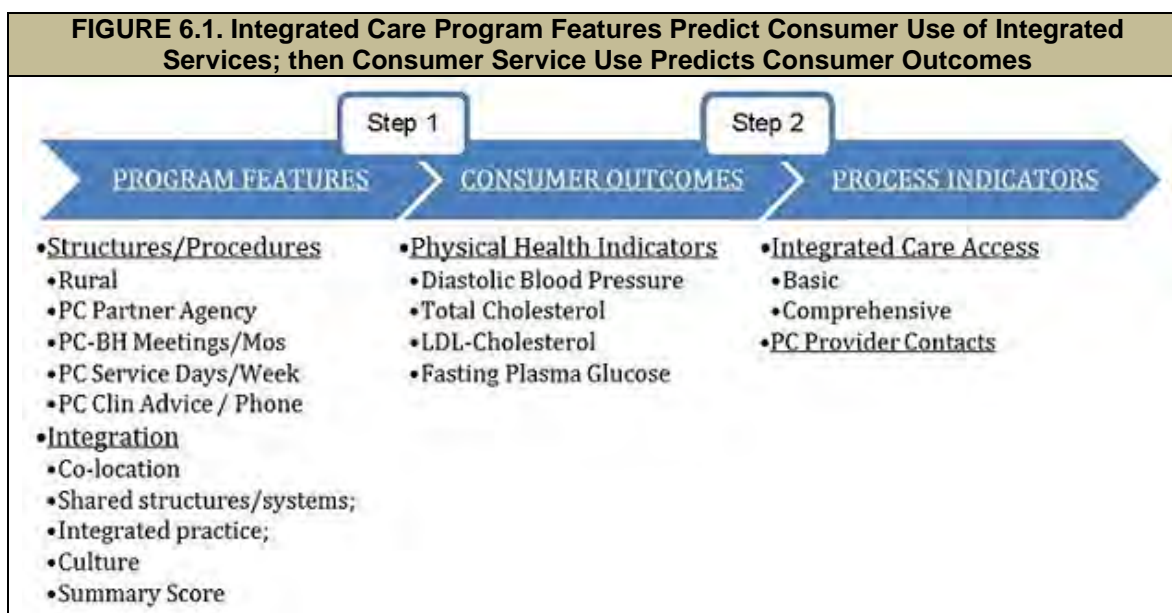
6. MODEL FEATURES EVALUATION

Overview

In this chapter, we describe the results of Research Question 3, *Which models and/or model features of integrated primary and BH care lead to better mental and physical health outcomes?* Early on, we learned that grantees implemented “bits and pieces” or combinations of integration models (e.g., Cherokee and Chronic Care) and few were implemented in whole or with direct evidence of fidelity (Scharf et al., 2013). As such, our approach to Research Question 3 focuses on model features whose presence or absence could be assessed with greater objectivity. Further, since there were too few sites in the comparative effectiveness study (n=3) to associate model features with consumer outcomes, we used a two-step process to create sequential links between structures, processes, and outcomes instead. In Step 1, we used programs’ features (structures and procedures) to predict consumer access to integrated care (process). In Step 2, we tested the association between consumer access to integrated care (process) and change in physical health indicators (outcomes) relative to controls. This two-step approach was designed to suggest, albeit indirectly, links between PBHCI model features and objective improvements in consumer health.

Methods and Analyses

Our analytic approach to answering Research Question 3 is illustrated in Figure 6.1.



First, we used regression analysis to predict consumer access (in the general sample) to basic and comprehensive integrated care within one year of enrolling in PBHCI (Table 6.1; see also Chapter Four for a comprehensive explanation of these service packages) from select program structures for which we had reliable data from the web survey (see Chapter Three): rural (versus non-rural); the presence of a PC partner agency (versus hiring PC providers into the BH agency); the number of regularly scheduled PC-BH provider meetings per month; the number of days per week that PBHCI PC services are available; and whether PC clinical advice is provided by phone) plus a single summary score reflecting integration structural features and provider processes. As in Chapter Four, we defined basic integrated care as including: (1) a physical health screening or assessment or treatment planning session; (2) contact with a PC provider; and (3) contact with case management within the first 12 months of enrolling in PBHCI. We then defined comprehensive integrated care as consisting of: (1) a physical health screening or assessment; (2) a treatment planning session; (3) contact with a PC provider; (4) use of a wellness service; and (5) contact with case management within the first 12 months of enrolling in PBHCI. Consumers who received comprehensive integrated care necessarily received the basic package as well.

TABLE 6.1. Operational Definitions of Basic and Comprehensive Integrated Care Service Use		
	General Sample^b	
	Basic	Comprehensive
Physical Health Service		
Screening/assessment	X ^a	X
Treatment planning	X ^a	X
PC Provider	X	X
Wellness		X
Case management	X	X
NOTES: PC = primary care. All indicated services must have been received within the first 12 months of enrollment in PBHCI.		
a. Either one of screening/assessment or treatment planning.		
b. <i>General sample</i> refers not just those individuals with physical health indicators in the “at risk” range (see Chapter Four).		

To better understand the relationship between integrated care program features and service access, we also tested the relationship between integrated service access and the individual components comprising the integration summary score (co-location, shared structures and systems, integrated provider practice, clinic culture, total integration score) (Table 3.5). More specifically, the aim of this analysis was to determine whether clusters of program features reflecting integrated care would be better predictors of consumer access to integrated care than individual program structures or processes.

Then, in a second set of analyses limited to the comparative effectiveness study sample (see Chapter Five), we tested the relationship between PBHCI consumer PC visits and access to integrated care (basic and comprehensive) and the degree of change in PBHCI consumer physical health indicators relative to controls. Specifically, we used regression analysis to estimate the relationship between the number of PC

contacts and consumer access to integrated services and estimates of change in physical health indicators derived from the case-mix--adjusted difference-in-difference analyses described in Chapter Five. Analyses were limited to only those physical health indicators that showed improvement among PBHCI consumers relative to controls. These were DBP, TC, LDL-C, and FPG.

Results

Step 1: Predicting Consumer Service Access from Program Features

The first step toward identifying PBHCI program features associated with consumer physical health outcomes was to test the association between program features (including integrated structures and provider processes) and consumer access to integrated care. Table 6.2 shows that consumers served at sites with PC available on more days per week and whose PC-BH staff attended more regularly scheduled, shared meetings were more likely to receive both basic and comprehensive integrated care within one year of enrolling in PBHCI. Results also showed that consumers served at rural sites were less likely to receive basic and comprehensive integrated care within their first year enrolled in PBHCI. However, the relationship between predictors and integrated care access was not always consistent. Specifically, physician-provided phone/email advice, the presence of a PC partner agency, and total integration score were all associated with lower consumer access to basic integrated care but greater consumer access to comprehensive integrated care, respectively.

TABLE 6.2. Step 1: Program Structures as Multivariate Predictors of Consumer Access of Basic and Comprehensive Integrated Care^a				
	Basic Integration^d		Comprehensive Integration^e	
	Point Estimate	95% CI	Point Estimate	95% CI
Total integration score	0.97 ^c	0.96-0.98	1.04 ^c	1.03-1.05
PC Advice by phone or email	0.63 ^c	0.50-0.80	2.18 ^c	1.65-2.88
PC/BH provider meetings/month	1.16 ^c	1.07-1.24	1.10 ^c	1.03-1.18
PC partner agency	0.61 ^c	0.47-0.79	3.38 ^c	2.60-4.40
Rural	0.23 ^c	0.18-0.28	0.11 ^c	0.09-0.15
PC service days/week	1.72 ^c	1.60-1.86	1.21 ^c	1.13-1.30
NOTES: BH = behavioral health; CI = confidence interval; PBHCI = primary and behavioral health care integration; PC = primary care. We also ran this model without the total integration variable and the direction and relative magnitude of all predictors remained the same. Point estimate=odds ratio. Values <1 should be interpreted as a negative association. a. Within 12 months of enrolling in PBHCI. b. p<0.05. c. p<0.001. d. N=5,897 observations used; includes only consumers with 12 months of care; 3,337 received basic integrated care, 2,560 did not receive basic integrated care. e. N=5,897 observations used; includes only consumers with 12 months of care; 1,670 consumer received comprehensive integrated care; 4,227 consumers did not.				

To better understand the specific integrated structures and provider processes associated with consumer access to integrated care, we tested the relationship between

components of integrated programs and consumer access to integrated care in a single, multivariate model (Table 6.3). The direction of predictor-integration access relationships were the same for basic and comprehensive integrated care: Co-location, integrated practice, and culture were positively associated with access to integrated care during consumers' first year in PBHCI, while shared structures and systems were negatively associated with consumer access to integrated care.

TABLE 6.3. Program Integration Features as Multivariate Predictors of Consumer Access to Basic and Comprehensive Integrated Care^a				
	Basic Integration^d		Comprehensive Integration^e	
	Point Estimate	95% CI	Point Estimate	95% CI
Co-location	1.01 ^c	1.01-1.01	1.01 ^c	1.01-1.02
Shared structures/systems	0.98 ^c	0.98-0.98	0.98 ^c	0.98-0.98
Integrated practice	1.02 ^c	1.02-1.03	1.02 ^c	1.01-1.02
Culture	1.01 ^c	1.01-1.01	1.02 ^c	1.02-1.02
NOTES: CI = confidence interval; PBHCI = primary and behavioral health care integration. Univariate analyses produced effects in the same direction as in the multivariate model. a. Within 12 months of enrolling in PBHCI. b. $p < 0.05$. c. $p < 0.001$. d. N=5,897 observations used; includes only consumers with 12 months of care; 3,337 received basic integrated care, 2,560 did not receive basic integrated care. e. N=5,897 observations used; includes only consumers with 12 months of care; 1,670 consumers received comprehensive integrated care; 4,227 consumers did not.				

Predicting Physical Health Outcomes from Consumer Processes

As a second step toward predicting consumer physical health outcomes from program features, we tested the association between consumer process measures (i.e., consumer access of integrated care and the number of contacts with a PC provider) and outcomes (change in physical health indicators relative to controls). Although we restricted our analysis to comparative effectiveness study indicators that showed significant improvement among PBHCI consumers compared to controls (see Chapter Five), the data showed no association between consumer access to integrated care or PC provider contacts and relative change in consumer physical health (Table 6.4). When we repeated these analyses in the subsample of consumers with physical health indicators in the “at risk” range at baseline, we similarly found no relationship between access to integrated care or PC provider contacts and change in consumer indicators of physical health.

TABLE 6.4. Step 2: Change in Physical Health Indicators as Predicted by Access to Integrated Care, Comparative Effectiveness Sample				
	DBP	TC	LDL-C	FPG
N	281	171	211	192
Integration--Basic				
Estimate (SE)	-0.61 (1.69)	-7.54 (6.38)	-5.47 (5.03)	0.11 (0.06)
Integration--Comprehensive				
Estimate (SE)	-2.34 (1.60)	7.50 (6.72)	-0.61 (4.95)	0.04 (0.06)
PC Provider Contacts				
Estimate (SE)	0.07 (0.11)	-0.16 (0.38)	-0.25 (0.31)	-0.00 (0.00)
NOTES: DBP = diastolic blood pressure; FPG = fasting plasma glucose; LDL-C = low-density lipoprotein cholesterol; PBHCI = primary and behavioral health care integration; PC = primary care; TC = total cholesterol. Negative values favor PBHCI.				

For comparison purposes, we repeated these analyses in the general sample of grantees from all participating sites (n=56) using registry data to define PC provider contacts and access to integrated care and TRAC data to derive consumer physical health outcomes (change from baseline to 12-month follow-up). Overall, results were similar, showing no reliable relationship between PC provider contacts or access to integrated care and consumer physical health outcomes in TRAC. Detailed results of these analyses are provided in the Appendix.

Summary

We conducted a two-step analysis designed to sequentially (albeit indirectly) link PBHCI program features to consumer outcomes. The first step of the analysis tested the relationship between program features and consumer access to basic and comprehensive integrated care. The second step tested the relationship between consumer access to basic and integrated care and comparative effectiveness study analyses of PBHCI consumer change in physical health outcomes relative to controls.

Overall, we are unable to draw conclusions about the relationship between program features and consumer outcomes because the results of the second step of the analyses were entirely null; that is, PBHCI consumer access to integrated care was unrelated to improvements in physical health as observed in the comparative effectiveness study.¹⁹ This finding is not entirely unexpected. For several analyses, both the sample and degree of PBHCI-related indicator change was small and may have resulted in underpowered statistical tests. Additionally, while we were able to describe consumer access to integrated care, the level of process data detail available for evaluation precluded rigorous tests of what was occurring during the provision of integrated care. For instance, we did not have access to consumer medications and/or the degree to which services comprising integrated care (e.g., wellness, care management, and referral) conformed to any particular standards (i.e., did consumers attend referral appointments?). So, while we know the broad categories of services that consumers received, we are unaware of the appropriateness and quality of those services, which could limit the impact of integration on consumer health. Further still, the possibility remains that some consumer-level characteristics could be obscuring the expected relationship between service access and outcomes. For example, consumers who accessed more services may have gotten better; however, consumers who were not getting better may have also accessed more services when their conditions were showing signs of being more difficult to treat. In short, there may be no simple, linear relationship between service access and change in outcomes for all PBHCI consumers, and more specific subgroup analyses may be needed to capture all of the ways that service use impacts outcomes.

¹⁹ We do note in our discussion of the comparative effectiveness evaluation (Chapter Five) that the absence of some effects may have been related to an absence of service availability (e.g., smoking outcomes were poor because some programs did not offer smoking cessation services).

In any case, tests of the relationship between program features and consumers' processes were well powered, and they provide new information about program features that appear to be associated with consumer access to integrated care. Data showing several negative associations between program features and access to *basic* integrated care were puzzling, challenging the validity of the findings to a certain extent. However, since the relationships between program features and *comprehensive* integrated care were as expected, as were the majority of those between program-level markers of integration and both basic and comprehensive integrated care, we do our best to summarize and synthesize what we found below.

PC Clinic Days and BH-PC Regularly Scheduled Meetings

Results showed that consumers receiving services at clinics offering more days of PC per week were more likely to access basic and comprehensive integrated care. This important finding is intuitive: Consumers have different and often changing schedules, and a variety of available appointments likely increases the chances that a consumer can schedule an appointment that is convenient and more likely to be attended. This finding can also help programs plan for and implement their PC services more effectively. For instance, instead of offering PC provider hours concentrated on a few days of the week (e.g., by having many PC staff work simultaneously), programs can create greater consumer access to integrated care by offering PC over several days of the week.

Data also showed that consumers served at programs with regularly scheduled joint BH-PC meetings were more likely to access basic and comprehensive integrated care. Indeed, our experience visiting PBHCl programs was that when integrated care teams met to discuss whole consumer care, the team became more aware of consumers' full range of needs and the potential array of services (across domains) available to them.

PC Partner Agency and Physician Advice by Phone/Email

Data also showed that consumers served by programs including a PC partner agency and whose physicians provided advice by phone/email had lower rates of access to basic integrated care but greater access to comprehensive care. While these findings may initially appear somewhat difficult to explain, one possibility is that accessing PC care at a program with a partner PC agency may be more difficult initially (e.g., it may entail different procedures and paperwork than consumers' BH agency), but once consumers have established entry into the system, they have improved access to a wider array of services. Future evaluations of PBHCl could include qualitative analysis of provider and consumer experiences related to making contact and engaging in services when PC is delivered by independent providers versus a partnering FQHC.

Rural Versus Urban Setting

The results showed that consumers served at rural sites (compared to urban or suburban sites) were unlikely to receive either basic or comprehensive integrated care. Several factors could account for this finding. Consumers served at rural locations may experience more transportation-related barriers to care (e.g., low or no bus service and the need to travel long distances to care), particularly if appointments are not scheduled within a single day, transportation barriers could uniquely impede consumer access to integrated care at rural sites. Similarly, in many rural areas, accessing providers may be difficult because there are too few physicians (particularly specialists) to serve all persons in need. A closer analysis of physician-provider ratios across PBHCI programs could shed light on factors contributing to this rural/non-rural program difference.

Integration

Unexpectedly, our integration summary score was differentially associated with access to basic and comprehensive care. Specifically, consumers receiving services from programs with greater integration total scores were less likely to have accessed basic integrated care but were more likely to have accessed comprehensive integrated services. To understand more about the relationship between program and provider features and consumer access to integrated care, we looked at the specific relationships between program components of integrated care and consumer access to services.

Co-location

Consumers who received services at programs with co-located primary and BH care were more likely to have accessed basic and comprehensive integrated care. This finding is intuitive and consistent with our site visit experiences, suggesting that when staff can facilitate warm hand-offs between new providers or consumers can have all care needs met at one location (e.g., having labs drawn and prescriptions filled) they are less likely to encounter barriers to service access such as transportation limitations or discomfort navigating new clinics and settings, and they are more likely to follow through with multiple aspects of needed care.

Shared Structures and Systems

Unexpectedly, data showed that consumer access to basic and comprehensive integrated care was lower at sites with integrated structures and systems (i.e., shared records, including electronic records; shared treatment plans, and regularly scheduled meetings). Indeed, SAMHSA and individual programs made considerable investments in integrated structures and systems specifically to improve consumer access of integrated services. What could explain this finding? One possibility is that integrated structures and systems may reduce face time between providers of different specialties (because less direct communication is needed when providers can read and review one another's notes in a chart) but that reduced face time also reduces communication about availability, as well as consumer need and use of varied services; thus reducing

the likelihood that consumers will be referred to or follow-up with all their care needs. Another possibility is that providers have become more efficient and better able to improve consumer outcomes with fewer consumer-provider contacts. More research is needed on the specific types and functionality of shared structures and systems implemented by PBHCI programs, as well as how these specific integrated systems and structures affect provider practices and consumer outcomes in PBHCI clinic settings.

Integrated Practice

Consumers who received services at programs whose practices were well integrated (i.e., had high rates of PC-BH contacts, PC and BH contacts with care managers, and use of cross-specialty integrated records) were likely to receive both basic and integrated care. This finding was expected: Providers who work closely together, who check one another's work, and who ensure that consumers have help attending and implementing treatment recommendations (e.g., attending wellness classes) are likely to ensure that consumers receive an array of services. Future research could consider the degree to which each of these components of integrated practice (alone or in combination) may be particularly important for promoting ongoing consumer access to integrated services and what rates and types of contact create the greatest program impacts and efficiencies.

Culture

Finally, we found that consumers receiving services at programs in which staff perceived a greater culture of integrated care (e.g., collaboration by PC-BH leadership and PC-BH providers to reach goals) were more likely to access basic and comprehensive integrated care within one year of enrolling in PBHCI. Anecdotally, we heard from several web survey respondents that although some programs had many program structures and processes in place to facilitate integrated care, some providers often felt unwelcome or disrespected by other members of the team. It follows that only providers working at programs with a collaborative culture or "integrated care culture" would become motivated to learn about and help consumers follow through with treatment recommendations made by professionals identifying and treating problems outside of his or her own area of expertise.

7. SUMMARY, CONCLUSIONS AND IMPLICATIONS

Summary of Results

Research Question 1: Is it possible to integrate the services provided by PC providers and community-based BH agencies (i.e., what are the different structural and clinical approaches to integration being implemented)?

We addressed Research Question 1 by first examining the array of program structures and features implemented by PBHCl grantees (Chapter Three) and then by describing consumers, their care needs, and the fit between those needs and the PBHCl services used (Chapter Four).

PBHCl grantees demonstrated variation in the structure of their integrated care programs across several dimensions, including organizational partnerships, the physical location and structure of clinics, multidisciplinary staff mix, and staff training and expertise. We also found variation in implementation of these structural features (e.g., during site visits, we saw that PC and BH may or may not share reception and hallways) and that less tangible aspects of PBHCl programs (e.g., PC providers feeling unwelcome at BH sites) might also affect the provision of integrated care.

PBHCl programs also varied in how care was delivered to consumers in terms of PC-BH provider collaboration, screening, primary and preventive care, case management and coordination, processes for medication reconciliation and referrals to outside providers, wellness and self-management support services, information systems, approaches to performance monitoring, and plans and approaches to funding and sustainability. Variations and challenges associated with record keeping were widespread. Program staff using separate records struggled to gain access to necessary information, while those with new electronic systems often found integrated systems difficult to use. Importantly, systems for communication and coordination across programs were also quite varied, with many requiring improvements: Some programs did not include regularly scheduled PC-BH meetings, nor were staff aware of the scope of services available to their PBHCl clientele.

Despite variability in approaches to PBHCl, respondents reported many of the same barriers, such as staff and consumer recruitment and retention, financial barriers related to program sustainability for non-billable services (e.g., peer staff and wellness programs), and reliable transportation to appointments.

In any case, when we assessed programs on dimensions of structural and procedural integration, we found that integration varied widely across programs and also within sites, such that programs were often integrated along some dimensions but not others. Further investigation into the nuances of PBHCl integrated care may help

future programs anticipate problems and implement more completely integrated services from the start.

In our examination of consumers, their care needs, and service use (Chapter Four), we also found considerable between grantee variation leading to significant variability in reach and appropriateness of services provided. Nonetheless, some overall trends emerged. For instance, PBHCI programs reported high rates of consumer enrollment in their first year of operation but largely fell short of long-term enrollment targets. However, consumers enrolled in PBHCI were demographically diverse, suggesting that PBHCI programs were able to engage a wide variety of clientele. These clients had high rates of health care needs. Approximately half of consumers reported low levels of well-being, nearly one-quarter reported using illegal substances, and (depending on the indicator) between one in eight (hypertension) and three in four (obesity) were at risk for chronic physical health conditions. Taken together, these high rates of mental health, substance use, and chronic PC needs affirm the need for intensive, integrated PC and BH services.

Service utilization data showed that PBHCI programs are making progress toward addressing consumers' multispecialty health care needs. Appropriately, the majority of consumers had contact with physical, BH, and care management providers, and they received physical and mental health assessments or screenings, medication management, and treatment planning. However, rates of substance abuse screening, medication management, and treatment planning were lower; in part, this may reflect lower rates of substance use service needs. Nonetheless, given the high rates of comorbid substance abuse and SMI (Kessler et al., 2005), PBHCI programs should ensure that they are reliably assessing/screening and effectively managing consumers' substance use-related needs.

Service utilization data also showed that although the majority of consumers received at least one contact with a variety of providers and services during their first year of care, a sizable proportion (22%) of enrollees discontinued PBHCI treatment, with the average length of enrollment prior to discontinuation being just seven months. Although problematic, difficulties engaging people with SMI in integrated care may reflect the relative newness of PBHCI programs. However, since programs did most of their consumer enrollment during the first year of operation, these data suggest that programs could continue to improve strategies for engaging consumers in care for the long term.

Similarly, access to and the intensity of PC provider contacts were not substantially different for consumers with probable chronic physical health conditions (who necessarily have a greater degree of PC needs) compared with those at lower risk (i.e., consumers not meeting any of the risk indicators assessed). These findings raise questions about the capacity of grantees to allocate resources to those consumers with the greatest physical health needs.

With regard to the quality of PC, overall, programs showed low rates of meeting evidence-based quality indicators for obesity and tobacco use--the two major preventable causes of morbidity and mortality in the United States (CDC, 2012; Ogden et al., 2012).

Finally, programs showed that some consumers can receive a rich array of behavioral and PC services: Nearly half of enrolled consumers receive at least some physical health and care management services within one year of enrolling in PBHCI. Given that the majority of these programs of integrated care are fairly new (less than four years old), PBHCI programs' coordination of system, providers, and services to manage complex, comorbid conditions is noteworthy. At the same time, PBHCI programs are not yet providing basic (about 50%) or comprehensive (about 75%) integrated services to many consumers in need, suggesting the need for programs to continue to develop and refine strategies for improving consumer access to and use of primary and secondary preventive care services.

In sum, grantees' implementation of PBHCI was highly variable, but there are sufficient challenges to warrant concerns over grantees' ability to achieve the desired outcomes of improving the physical health and overall well-being of their target consumer population.

Research Question 2: Does the integration of primary and BH care lead to improvements in the mental and physical health of the population with SMI and/or substance use disorders served by these integrated care models?

The results of this relatively small, comparative effectiveness study showed that compared with controls, consumers treated at PBHCI clinics had greater reductions in select indicators of risk for metabolic syndrome and several physical health conditions, including hypertension, dyslipidemia, diabetes, and cardiovascular disease. No similar benefit of PBHCI was observed for other indicators, including triglycerides, obesity, and smoking. Consistent with other studies of integrated care not directly targeting changes to BH service delivery (Druss et al., 2001), results also showed no reliable benefit of PBHCI on indicators of BH.

Overall, this mixed set of results was largely expected; rarely do dramatic changes to health care delivery, particularly in the early stages of implementation, result in consistent improvements in all health outcomes examined (e.g., Nutting et al., 2009). Similarly, since best practices for treating many physical health conditions (e.g., dyslipidemia and hypertension) in adults with SMI have not been established, mixed and modest outcomes were not surprising. However, best practices for general populations of adults are well established, and a major limitation of this evaluation is that we were unable to determine which consumers received key components of those interventions (e.g., medications and evidence-based wellness interventions) or whether or not null effects are a result of incomplete/inappropriate care or comparatively low treatment response among PBHCI consumers.

In any case, while the overall results of this early and small scale comparative effectiveness study were modest, PBHCI programs resulted in comparatively more consumer improvements in the physical health indicators than controls, and with further implementation support from SAMHSA and the Technical Assistance Center, improved quality improvement efforts, and other strategies to ensure rigorous implementation of the program, PBHCI programs may continue to improve their delivery of quality integrated care to adults with SMI.

Research Question 3: What model features are associated with outcomes?

We used a two-step approach to answer Research Question 3 that involved: (1) linking program features (e.g., structures and provider practices) with process measures (consumer access of integrated care); and (2) linking these same process measures with outcomes (comparative change in PBHCI consumer indicators of physical health). Ultimately, we were unable to answer Research Question 3 because Step 2 of the analysis did not show any associations between consumer contacts with PC providers or access of integrated care and physical health outcomes (possibly due in part to small sample size and smaller-than-expected PBHCI effects on physical health).

However, analysis for Step 1 (linking program features with consumer processes) suggested that several program structures, plus structural and procedural components of integrated care, were associated with consumer access of integrated services. For example, clinics that offer more days per week of PC, that have more regularly scheduled PC-BH meetings to discuss clinical cases, whose services were co-located, whose provider practices were integrated, and whose clinic culture was better integrated were more likely to provide consumers with access to basic and comprehensive integrated care. Consumers served at clinics in rural locations, however, were less likely to have access to integrated services. Taken together, these results suggest that programs may be able to monitor specific processes and then make concrete changes to several of these features to promote consumer access to integrated care. And while programs are unlikely to change their physical location, SAMHSA and the Technical Assistance Center might consider working closely with rural programs to clarify consumers' specific barriers to accessing integrated care and then taking steps to reduce those barriers.

Conclusions and Implications for Integrating Behavioral Health and Physical Health Services

The results of this multisite, multi-method evaluation suggest a number of ways that systems of integrated care for adults with SMI might be improved, as well as needs for future evaluation activities that could inform system improvements. Indeed, PBHCI is only one among many new of programs of integrated care, and many of the learnings from this evaluation have broader implications for the field.

Program-Level Implications

Programs may consider the following strategies for integrating BH and physical health services.

Conduct a Systematic Needs Assessment

In this study, we identified several barriers that programs implementing a program of integrated care might mitigate by conducting a thorough needs assessment prior to implementation. As such, new programs might consider conducting a needs assessment before undertaking an integrated care initiative. Such a needs assessment could include systematic efforts to understand the types and extent of consumer physical health care needs, preferences, attitudes, and beliefs about integrated PC and BH services (e.g., do they see value in preventive PC or do they prefer the emergency department because care is available 24 hours a day). In addition, the assessment could include an analysis of potential barriers to integrated care at multiple levels (Pincus et al., 2005) and an environmental scan identifying, for example, services already within an agency or elsewhere in the community intended to and/or already meeting consumer needs.²⁰ Detailed information about the number of consumers in need of care could also help programs appropriately budget for staff and resources with sufficient capacity to effectively meet consumers' needs. Needs information can also help programs to advocate for financial support.

Importantly, needs assessments may be more effective if they identify specific issues, such as the processes by which programs will identify individuals with health risks (e.g., registries and connected referral and care coordination processes) and connect them with the appropriate health services (e.g., connecting consumers with elevated breath CO to smoking cessation services). Needs assessments may also identify environmental program characteristics, such as integration culture, which have been shown in this study to be an important determinant of consumer access to integrated care.

Improve Program Performance Through Data-Driven Continuous Quality Improvement (CQI) Activities

PBHCI grantees were required to collect data that can support CQI activities. Indeed, programs can improve their performance if their goals and drivers of progress toward those goals are well specified, if they collect data on key performance indicators illustrating progress toward goals, and if they use these performance indicators to highlight areas of program performance that need to be improved. For instance, data from this evaluation showed that approximately 45% of PBHCI consumers were not receiving basic integrated services and that rates of integrated care access were similar for persons with and without identified physical health risk. The use of registry data in

²⁰ We learned during a site visit that one PBHCI program struggled to meet its enrollment targets because there was a clinic nearby that offered PC on more days per week.

CQI processes can better ensure that PC and wellness services are targeted to consumers with identified physical health conditions and that consumers are routinely receiving the full array of available services.

Several existing models and frameworks describe how grantees can implement CQI, such as Plan Do Study Act cycles and RAND's Getting to Outcomes model, among others. Appropriately, the SAMHSA/HRSA Technical Assistance Center has several CQI resources available to grantees, and it routinely provides support to programs implementing CQI and using data to implement program reforms. CQI efforts may be strengthened by programs taking advantage of technical assistance that helps them specify which processes and tools can be used to support CQI, as well as provides lessons learned about how to implement and use them successfully.

Consider Expanding Use of or Adapting Evidence-Based Practices When Appropriate, and Assess Fidelity to Those Practices When They Are Used

EBPs exist for smoking cessation interventions and diet and weight management activities, and many PBHCI grantees proposed to use smoking and weight-related EBPs in their programs of care. Yet, PBHCI consumers failed to show improvements on these indicators compared with controls in the three sites included in our matched sample. Moving forward, integrated care programs could consider the following strategies to potentially improve impacts on smoking and weight, and other physical health outcomes.

1. Ensure that evidence-based care for physical health conditions is offered to all consumers on an ongoing basis, whenever such practices are available and appropriate for the population being served. While not all EBPs developed for the general population may be appropriate for adults with SMI, many may be adopted in-whole, or adapted to retain the central components of the intervention.
2. Consider ongoing assessment of the degree to which providers implement the EBP with fidelity to optimize treatment effects. An important component of this option is that services be delivered by staff with sufficient training and expertise to understand, implement, and explain to consumers, key components of an intervention. Although we were unable to monitor fidelity to many of these practices (many required medication information that was not available to the evaluation team), programs themselves likely have sufficient access to information to be able to monitor provider-level fidelity to EBPs.
3. In addition to implementing appropriate programs with fidelity, work to change the culture of the of the provider organization to support broader program goals like healthy lifestyles and wellness. This can set expectations for program staff and reinforce the services provided.

Invest in Strategies that Facilitate Consumer Access to Care

Our analyses showed that several program features were associated with increased consumer access to care. These included co-located PC and BH services, the number of days per week that PC services were available, and the availability of transportation. Since several programs identified low rates of consumer enrollment and engagement as barriers to successful integration, programs may consider co-locating PC and BH services, making PC available during more days, and providing transportation. Indeed, programs could conduct an analysis of the costs associated with providing transportation to select consumers compared to the additional PC billing that would be possible with anticipated reductions in appointment no-show rates. Alternatively, programs could consider offering expanded days/hours of care or offering telephone consultation or triage (e.g., with a nurse) when direct PC provider access is unavailable.

Provide Ongoing Education to Staff About Available PC and BH Services

Truly integrated care means that there is “no wrong door” into the care system and that consumers can learn about (or be referred to appropriate) services from anyone on their care team. Data from site visits and the web survey in particular suggested that there was much disagreement/misunderstanding among providers about what services were available within a particular grantee program. Particularly when services are not co-located or agencies partner to provide integrated care, programs could consider providing ongoing trainings to all persons involved in care so that they become intimately familiar with the array of PC, BH, and wellness services available; how information can and should be shared across provider types; what referral mechanisms are available; and eligibility and/or access information (e.g., whether copay is required) relevant to all types of potentially beneficial care. While we note that many programs rely on case managers to be the “keepers” of this information, data from this study showed that programs with higher rates of PC-BH provider meetings had increased consumer access to integrated care. In other words, direct provider-to-provider communication is likely important for consumer access to integrated care.

Build Partnerships with Other Community Organizations

Data from this study showed that having an FQHC partner increased consumer access to comprehensive integrated care. Indeed, FQHC staff has established procedures and networks of medical providers and resources that individual BH grantee providers may not have. However, barriers data from this evaluation suggest that such partnerships are more likely to be successful when they are implemented with clear expectations, mechanisms for data sharing and communication, data collection responsibilities, roles, and shared accountability for consumer care. Included in an integrated network of community partners could be hospitals (that can work with programs to coordinate the use of appropriate services and coordinate hospital and discharge care) and other social services organizations (e.g., housing and substance use treatment facilities) to ensure that clients do not drop out of services because some

other basic need is unmet. Indeed, having flexibility or broadly defined case manager/care coordinator roles may enable staff with regular consumer contact to follow-up with consumers on these issues and make warm hand-offs to other agencies offering the appropriate services.

Hire Staff Who Are a Good Fit for an Integrated Care Environment

Data from the web survey showed that consumers served at clinics with integrated PC-BH cultures were more likely to access integrated services. We also heard anecdotally from administrators and providers that having “the right personality” for the job was key to providers’ professional well-being and consumer engagement in care. Many programs reported that PC positions were very difficult to fill because few providers enjoyed the challenges (or recognized the benefits) of working with adults with SMI, and because other local agencies (e.g., hospitals and universities) could pay PC providers more for similar work; at the same time, we also heard that agencies that waited to hire staff with experience serving adults with SMI, homeless populations, or other related groups (even if key positions went temporarily unfilled) had greater success, including lower staff turnover. Programs may reduce the risk of having unfilled positions if they partner with local educational institutions by offering internships and other placements to ensure that there are local recent graduates who have ties to the program and the necessary skills to provide consumers with high quality integrated care.

Implications for the Field

The PBHCI program and evaluation suggests some additional implications for the broader field of integrated care.

Build Consensus Around Performance Expectations

PBHCI programs varied widely in the types and numbers of services they provided, the numbers of consumers served, and their success in engaging consumers in comprehensive care that addressed their physical health and wellness needs. Although programs proposed to use evidence-based wellness interventions, our evaluation suggested that these services were often implemented loosely, such that the core components of the intervention were not reliably implemented nor were clinic cultural changes made to support consumer behavior change consistently in place.

One strategy that could help lead to program improvements in wellness and other services would be the availability of clearer integrated care program performance expectations, tools for monitoring performance, and use of incentives that encourage programs to meet performance expectations. Providers and stakeholder organizations could work together to develop more explicit guidelines and performance expectations for integrated care that might include the following: guidelines for adoption of recognized

best practices for PC and wellness services; minimum standards for provider caseloads, service availability, and provider qualifications.

Develop National Quality Indicators for the Accountability of Integrated Care

The field of integrated care is challenged to gauge the overall success of the PBHCI program because there are few similar studies that include readily comparable results. Given that there are several other initiatives currently underway that include the provision of integrated care to adults with SMI, stakeholders in the field may benefit when these programs use a standardized, national set of quality indicators to monitor and maintain the quality of integrated care. Importantly, such data may be useful for comparing and contrasting existing models and approaches to integration. Wider use of existing quality indicators, when they are available from organizations like NCQA, and continued work to support the development of common quality indicators would advance broader efforts to integrate care for people with SMI.

Establish Core Performance-Monitoring Requirements

A system of performance monitoring that is standardized across integrated care programs is a necessary step toward assessing program success in meeting minimal performance expectations and implementing national quality indicators for accountability in integrated care. In addition, performance monitoring is an essential component of program-level capacity to engage in quality improvement.

We offer several suggestions for stakeholders in the field tasked with integrated care performance-monitoring:

1. Monitor program implementation and model features, including specific implementation of screening and assessment protocols, wellness programs, and care management. Importantly, programs should demonstrate the existence and functionality of their client registries that include tracking of health assessments and treatment plan follow-ups.
2. Monitor provision of services at the consumer level, including providers seen, services utilized, medications prescribed, and prescriptions filled. This information could be used by programs to assess the appropriateness of services for clients with varying health needs. Consumer-level utilization data would also support reporting of national quality indicators.
3. Work with others to establish standardized web-based clinical registries for integrated care. Advantages to having a standardized clinical registry tool for consumer-level data include standardized data for quality reporting, and an invaluable data resource that could be used to support the development of best practices for the treatment of physical health conditions among adults with SMI. A challenge of this recommendation is that programs may be required to use other EHRs to interact with other systems (e.g., a county-wide registry), and thus

field-wide registry could require double-entering data. Most new systems, however, can be designed to extract electronic data to auto-populate another on-line system and so this challenge in many cases could be overcome.

Ensuring that programs have access to and utilize a standardized clinical registry pre-populated with fields for outcome analysis is central to improving outcomes. The experience of our evaluation team is that data that are not prioritized for monitoring are unlikely to drive quality improvements.

Technical Assistance Needs for Programs Implementing Integrated Care for Adults with SMI²¹

Our study suggests that new and continuing programs of integrated care may benefit from technical assistance in several areas, such as those listed below.

1. Emerging best practices for adults with SMI. A limited number of best practices exist for the treatment of physical health conditions among adults with SMI. As such, programs may benefit from technical assistance efforts to monitor the development of and widely disseminate best practices to PBHCI and other integrated care programs as soon as they are available. This could be done through informational webinars and other materials, as well as direct technical assistance to programs.
2. Navigation of multiple health care reforms. Programs may be operating in states that are also implementing other integration-related health care reforms. For instance, many PBHCI programs in Ohio and New York State (among at least four others) reported that they were struggling to implement PBHCI while also meeting implementation and performance criteria to become Medicaid Health Homes. Technical assistance may identify any overlap between integrated care program implementation and other ongoing health care reforms to maximize program implementation efficiencies while maintaining programs' high quality care. These reforms may also support program sustainability so bear consideration during sustainability planning.

Future Evaluation Activities

The results of this evaluation suggest several additional evaluation activities that could benefit the larger field of integrated care.

1. Evaluate integrated care service utilization patterns and their costs. The results of this evaluation showed that PBHCI programs were often challenged to find ways to become sustainable beyond the grant period; other grant-funded integrated care programs may experience this challenge, as well. Funders may be more likely to continue to invest in integrated care programs if they can show

²¹ Dr. Scharf provides technical assistance to the SAMHSA HRSA CIHS around data collection and grantee-level evaluation activities.

that: (a) shifts service utilization in a positive way; (b) integrated care is cost-effective or cost-neutral; and (c) integrated care provides funders with a return on their investment. A comprehensive analysis of integrated care service utilization patterns and their associated costs could give funders and individual programs important information to attract further investment in their programs despite persistent and widespread issues with parity and payment.

2. Evaluate past, current, and future strategies for sustaining integrated care. Prior health service innovations show that clinical innovation typically precedes financial innovation (e.g., Nutting et al., 2009; Felland et al., 2013). Integrated care programs may benefit from engaging others within their localities and states to identify and develop resources to sustain integrated care, but information about the most promising approaches to sustainability is not widely available and may not be accessible. Research that describes historical, ongoing, and proposed payment models that show promise (or significant limitations) for improving integrated care payment reform may help programs advocate for resources to sustain their integrated services.
3. Conduct a prospective trial of alternative models of integrated care. There are currently several, large ongoing trials of health care innovations including integrated care models. As such, stakeholders in the field could conduct a prospective, comparative effectiveness trial to assess the comparative clinical impact and costs associated with these models when serving similar and/or overlapping populations of adults with SMI.

Conclusions

Over the course of this three-year evaluation, RAND assessed early PBHCI program processes, outcomes, and PBHCI model features associated with implementation and outcome success. Overall, PBHCI programs had several successes, such as building integrated, multidisciplinary teams that offered an array of integrated PC, BH, and wellness services; these services were then provided to a diverse clientele with high rates of need for integrated care. PBHCI programs also experienced several challenges, including lower-than-expected rates of consumer enrollment, sustainability challenges, intra-team communication, and creating an integrated clinic culture. Programs also experienced challenges related to implementing wellness programs and improving outcomes, particularly with regard to smoking and weight. Current and future grantee cohorts can consider improving their programs via comprehensive, data-driven, continuous quality improvement; monitoring implementation fidelity to evidence-based wellness programs; and investing in strategies that improve access to integrated services, among others. In the future, integrated care programs could be improved by having clearer performance expectations, national quality indicators for accountability in integrated care programs, and core performance monitoring requirements. Finally, technical assistance needs include continuing the dissemination of emerging best care practices for adults with SMI.

and supporting grantees navigating concurrent health care reforms. Future evaluations, including an assessment of integrated care program service utilization patterns and costs, strategies to improve sustainability, and a prospective trial of alternative models of integrated care could help stakeholders demonstrate the value of integrated care.

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APPENDIX

Site Visits

RAND conducted in-depth, in-person interviews with select staff from the three PBHCI and three non-PBHCI sites taking part in the comparative effectiveness evaluation (see below), plus three additional PBHCI sites, for a total of nine site visits (n=6 PBHCI, n=3 control). These site visits consisted of brief facility tours and in-person interviews with administrative, PC, BH, and care management staff. The main selection criteria for site visits to grantees were the same as the criteria for selecting sites to participate in the comparative effectiveness study. Staff interviews lasted 1-2 hours each and site visits at intervention sites occurred after approximately two years of program implementation.

The main selection criteria for site visits to grantees were the same as the criteria for selecting sites to participate in the comparative effectiveness component: diversity in geographical location, urbanicity, consumer demographics, services provided, and approaches to implementing PBHCI (i.e., the presence and/or type of PC partnership, chosen integration model, data infrastructure, and EBPs used). Sites also had to be willing and able to host the RAND team for a site visit during the study period.

Site visit interviews were conducted with select staff from the following domains: program leadership (administrators, which may include program managers, medical directors, chief financial officers, key administrators, and evaluators/data managers), care coordinators, PC providers (physicians, NPs, PAs, and wellness educators), and BH providers (psychiatrists, psychologists, social workers, case managers and/or peer specialists). Interviews addressed topics such as BH-PC collaboration, program structural features, screening and referral, registry and consumer tracking, performance monitoring, care management, EBPs, wellness/prevention/early intervention, self-management support, consumer involvement, electronic capabilities, women and minority health cultural competency, and program implementation. The topics discussed during site visit interviews were designed to parallel the content of the web-based survey discussed below, but provide greater depth than was possible in survey format.

Comparative Effectiveness Study

Additional Methodologic Detail

Sites

We selected PBHCI (intervention) sites to create a sample with diversity in geographical location, urbanicity, client demographics, services provided, and

approaches to implementing PBHCI (i.e., the presence and/or type of PC partnership, chosen integration model, data infrastructure, and EBPs used). We also selected sites that served at least 750 adults meeting SAMHSA's criteria for SMI so that we could obtain adequate statistical power for the analysis of physical health outcomes; sites whose project data were of sufficient quality and completeness to support meaningful evaluation; sites that were willing and able to serve as an intervention site; and sites for which we could identify and engage an appropriately matched control. We also selected sites that were "high implementers" of PBHCI (i.e., those identified as "performing well" by SAMHSA project officers and whose early service utilization data also showed higher-than-average consumer rates of PC provider and case management contacts); we specifically sought out high implementers for the comparative effectiveness study so that we could illustrate PBHCI outcomes for programs implementing integrated care with better-than-average success. We note, therefore, that the sample of PBHCI sites included in this comparative effectiveness evaluation is diverse but intentionally not representative of the larger pool of grantees.

Matched control-sites were identified via web search, suggestions from SAMHSA, state mental health authorities or other agencies, and through suggestions from prospective intervention sites themselves. Control-sites were required to be located within the same state as the PBHCI intervention site and be similar in terms of agency size, urbanicity, client demographics, and services provided, with the exception of no or low PC (i.e., they did not offer PC as part of their program or had no formal referral relationship with a PC provider).

One PBHCI site each was initially selected from Cohorts I, II, and III. However, we were unable to proceed with the original Cohort II and III sites because, on further investigation, no sites from Cohort II ultimately met the inclusion criteria for this part of the project and because we were unable to find a suitable control for the site we had selected from Cohort III. As such, the final sample includes the original Cohort I site and two new Cohort III sites that satisfied the study inclusion criteria outlined above.

Intervention sites were compensated up to \$10,000 and control-sites were compensated up to \$25,000 for participating in the comparative effectiveness evaluation; compensation was prorated based on the number of consumers identified, recruited, and enrolled in the study.

Consumers

Eligible consumers were adults at least 18 years of age whose primary psychiatric diagnosis was an SMI (see Chapter One) and who were enrolled in integrated care services at a participating PBHCI program or received BH care at a matched control-site. Participants were also required to be able to provide written, informed consent on their own behalf and to be sufficiently fluent in English or Spanish to complete the study questionnaires. Prospective participants were excluded if they were unwilling or unable to provide informed consent.

While not a requirement of study participation per se, we also attempted to enroll consumers at intervention sites who had their first contact with PBHCI within one year (+/- six months) from the follow-up data collection event so that we could quantify the impact of PBHCI on individuals' outcomes after approximately one year of treatment. While we did not exclude individuals who had slightly longer or shorter exposure to the program overall, we did control for these differences in our analysis of treatment effects. Intervention site participants' median and range of time in PBHCI is reported in the "Results" section of this appendix.

Data Collection

Data for the comparative effectiveness study included physical health indicators (detailed in Chapter Four) and a slightly abbreviated version of the NOMs (see Chapter Two for further detail). Data sources and the timing of data collection at the control and intervention site pairs are detailed in Table A.1. Both baseline and follow-up data for the control-sites were collected by RAND subcontractor, OHD (a biometric screening company), as these data were not available through any other source. In contrast, intervention (PBHCI) site data came from two sources: baseline data were taken from the SAMHSA TRAC system (see Chapter Two) and follow-up data were collected by OHD following the same data collection procedures used at the control-sites. Our evaluation design used TRAC data at baseline for the intervention sites to reduce grantee and participant burden and to keep evaluation costs low. OHD collected intervention site follow-up data so that all data could be collected at a single point in time (necessary for the efficient conclusion of the evaluation) and so that the data collection methods were the same for both the control and intervention sites.

OHD used data collection and transmittal procedures that were fully Health Insurance Portability and Accountability Act of 1996 compliant, and it abided by all RAND Human Subjects Protections Committee requirements for the study.

TABLE A.1. Baseline and Follow-Up Data Sources and Timing			
	Sites	Baseline	1-Year Follow-Up
Control	Site 1	November 2011	November 2012
	Data Source	OHD	OHD
	Sites 2 and 3	March, April, and July 2012	February-May 2013
	Data Source	OHD	OHD
Intervention	Site 1	February 2011	February 2012
	Data Source	TRAC	OHD
	Sites 2 and 3	February 2012	February-May 2013
	Data Source	TRAC	OHD
NOTE: OHD = Onsite Health Diagnostics; TRAC = TRansformation ACcountability.			

Training for Research Protocol

Onsite Health Diagnostics

RAND staff provided a half-day, in-person training to OHD team leads (a nurse or similar staff with extensive experience working with psychiatric populations) and

periodic training updates throughout the data collection period. Training included instructions for following the research protocol and suggestions for working effectively with persons with SMI. RAND staff attended the first data collection event to ensure that procedures were conducted according to protocol.

Case Managers

Since case management staff provided initial outreach to prospective study participants (see “Participant Recruitment,” below), RAND staff also provided a 45-minute web-based training to case management staff at each participating intervention and control clinic. Case manager trainings included information about the purpose of the study, consumer eligibility requirements, procedures for recruiting prospective participants, and suggestions for increasing enrollment (e.g., reducing anxiety associated with the blood draw).

Participant Recruitment

Prospective participants learned about the study from case management staff and advertising (e.g., posters in waiting rooms, write-ups in clinic newsletters, etc.) at participating clinics. Case managers obtained signed releases and contact information from prospective participants so that OHD could then send them a letter describing the study and inviting them to attend the study screening event. Letters were followed by telephone calls from OHD designed to review key study information, answer any remaining questions, and schedule study appointments for interested individuals. With participants’ permission, case managers were notified of participants’ study appointments so that they could help participants attend the study session (e.g., provide transportation and schedule other appointments adjacent to study sessions). Participants received \$10 for completing the survey and \$10 for completing the biometric screening procedures. Participants could therefore receive up to \$20 for completing one study session. Consumers at control-sites who were asked to complete the survey and physical health screening at baseline and one-year follow-up could therefore earn up to \$40 for participating.

Participating sites (n=6) aimed to screen 300 consumers at baseline and to retain at least 250 consumers at follow-up, for a total of 1,800 baseline and 1,500 follow-up screens.

Procedures

Individuals provided written informed consent upon arriving at their respective study site. Individuals who needed assistance reading or understanding the consent forms were assisted by trained OHD staff. OHD staff then conducted the physical health exam, which included measures of height, weight, BMI (calculated from height and weight), BP, waist circumference, and breath CO. OHD licensed and trained phlebotomists also collected a blood sample for the following tests: FPG; A1c; and several lipids, including cholesterol (total, HDL, and LDL) and triglycerides. OHD staff

asked participants if they successfully fasted for eight hours prior to the health exam, and although an eight-hour fast was necessary prior to the blood tests for FPG and lipids, blood samples were drawn from individuals whether or not they were fasting. Fasting information was recorded and accounted for in the data analysis.

Individual participants and the medical directors of participating intervention and control-sites received results of the physical health exams. Test results falling outside of the normal range were clearly indicated. Along with test results, consumers received a booklet with information about each test and the meaning of out-of-range values. Consumers with out-of-range values were instructed to contact their health care provider, and consumers without health care providers were instructed to contact their BH care provider for assistance connecting to PC services. Participating clinics agreed to facilitate consumer referrals to local PC providers, as needed, following receipt of screening results. This evaluation does not include information, however, about the frequency with which control-site referrals were made or completed.

Supplemental Analyses--Comparative Effectiveness Evaluation

Like the comparative effectiveness sample, our analysis of TRAC data showed PBHCl consumer improvements in DBP, TC, and LDL-C, and it showed no change in HDL-C or triglycerides. Unlike the comparative effectiveness sample, TRAC data showed consumer improvement in SBP, A1c, and smoking; TRAC data also showed worsening BMI and FPG. While these analyses are based on a large and rich data set, we caution the reader not to over-interpret these results, as it is impossible to determine how much of the observed effects are attributable to PBHCl (versus other factors, such as population trends, impacts of national policy, etc.); the results also do not show how PBHCl consumers fared during the study period relative to the general population. For example, although FPG appears to be getting worse in this analysis, the comparative effectiveness analysis data show that the PBHCl sample fared better than (i.e., did get as worse as) controls during the study period.

TABLE A.2. Change in Physical Health Indicators Between Persons Served at All Participating PBHCI and Control Clinics, by Intervention-Control Site Pair

Indicator	Site Pair 1					Site Pair 2					Site Pair 3				
	Unadjusted Mean Change				Case-Mix Adjusted Estimate	Unadjusted Mean Change				Case-Mix Adjusted Estimate	Unadjusted Mean Change				Case-Mix Adjusted Estimate
	N	PBHCI	Control	Diff		N	PBHCI	Control	Diff		N	PBHCI	Control	Diff	
SBP	310	-3.63	2.85	-6.48	-4.95 ^a	282	-2.25	-2.48	0.23	-2.43	292	-0.23	-0.37	0.13	-0.63
DBP	310	-3.91	-0.52	-3.38	-0.90	282	-4.47	-0.72	-3.75	-3.74 ^a	292	-5.26	-2.08	-3.18	-4.04 ^a
BMI	301	0.37	-0.09	0.47	-0.30	281	-0.34	-0.27	-0.07	-0.44	290	-0.65	-0.68	0.03	0.15
TC	201	0.68	3.05	-2.37	-4.88	267	-5.77	-4.61	-1.16	-0.38	271	-3.33	8.46	-11.79	-15.77 ^a
HDL-C	260	3.20	2.18	1.02	-0.68	268	1.62	-1.12	2.75	2.38	270	0.03	2.01	-1.98	-3.07 ^a
LDL-C	244	-5.63	1.06	-6.69	-7.51 ^a	249	-5.81	-1.84	-3.97	-3.00	249	-2.22	10.03	-12.26	-16.87 ^a
FPG	273	0.09	0.05	0.04	0.00	218	-0.13	0.10	-0.22	-0.18 ^a	267	0.00	0.04	-0.04	-0.05
A1c	160	-0.08	-0.08	0.00	0.27	221	0.00	0.17	-0.18	0.06	148	1.48	-0.10	1.58	1.57 ^a
Trig	259	-1.93	0.13	-2.06	4.20	267	-3.53	0.86	-4.39	1.69	271	-8.63	-10.87	2.25	5.55 ^a
Smok	311	-0.01	0.00	-0.01	0.00	304	0.01	-0.04	0.06	0.04	294	0.05	-0.05	0.10	0.09
NOTES: A1c = glycated hemoglobin; BMI = body mass index; DBP = diastolic blood pressure; FPG = fasting plasma glucose; HDL-C = high-density lipoprotein cholesterol; LDL-C = low-density lipoprotein cholesterol; PBHCI = primary and behavioral health care integration; SBP = systolic blood pressure; Smok = self-reported smoking status; TC = total cholesterol; Trig = Triglycerides. a. p<0.10.															

Supplemental Analyses--Model Features Evaluation

As a comparison to the analyses presented in Table 6.4, we examined the relationship between integrated care access and physical health change (baseline to one-year follow-up) in TRAC data for consumers at all 56 sites in Cohorts I-III. As in our analysis of the comparative effectiveness study data, we examined the relationship between integrated care access and physical health indicators showing improvement over time in TRAC. As above (see Table A.3), this includes SBP, DBP, LDL-C, TC, and A1c. We also examined the relationship between the number of consumer-PC provider contacts and physical health indicators showing improvement over time. Results of this analysis (Table A.4) show that although greater access to integrated care was associated with improvements in SBP, there was no relationship between access to integrated care and improvement in DBP, TC, LDL-C, or A1c.

TABLE A.3. Change in Physical Health Indicators from Intake to 12-Month Follow-Up, All PBHCI Consumers, Cohorts I-III					
Indicator	Both Records (N)	Baseline Mean (SD)	Follow-Up Mean (SD)	Difference (FU - BL)	T
SBP	5069	125.41 (18.02)	124.52 (16.87)	-0.87	-3.32 ^c
DBP	5070	79.78 (11.68)	79.1 (10.99)	-0.68	-3.83 ^c
BMI	4662	31.62 (8.37)	31.8 (8.54)	0.17	1.99 ^a
TC	2819	188.35 (44.82)	185.19 (43.15)	-3.16	-4.32 ^c
HDL-C	2874	48.32 (16.64)	48.32 (17.20)	-0.00	-0.01
LDL-C	2680	107.99 (36.35)	105.25 (36.72)	-2.74	-4.25 ^c
FPG	1439	100.78 (27.13)	102.24 (27.68)	1.67	2.37 ^a
A1c	1155	6.28 (1.75)	6.17 (1.69)	-0.10	-2.56 ^a
Trig	2820	154.84 (88.38)	152.98 (84.48)	-1.86	-1.29
Smok	4860	0.55 (0.50)	0.53 (0.50)	-0.02	-5.12 ^c
NOTES: A1c = glycated hemoglobin; BL = baseline; BMI = body mass index; CO = carbon monoxide; DBP = diastolic blood pressure; FPG = fasting plasma glucose; FU = follow-up; HDL-C = high-density lipoprotein cholesterol; LDL-C = low-density lipoprotein cholesterol; PBHCI = primary and behavioral health care integration; NOM = National Outcome Measure; SBP = systolic blood pressure; Smok = self-reported smoking status; TC = total cholesterol; Trig = Triglycerides; WC = waist circumference. Breath CO and WC were not included due to high rates of missing/unreliable data. We reported self-reported smoking from the NOMs instead, where 1=any smoking in last 30 days and 0=no smoking in past 30 days. a. p<0.05. b. p<0.01. c. p<0.001.					

To further understand how service use might be related to outcomes, we also looked at the association between PC contacts and change in TRAC physical health indicators from baseline to one-year follow-up. Data showed no relationship between consumer-PC contacts and access to integrated care and change in DBP, TC, LDL-C, and A1c; although access to integrated care appeared to be associated with improvements in SBP.

TABLE A.4. Change Physical Health Indicators as Predicted by Access to Integrated Care and PC Provider Contacts, PBHCI Cohorts I-III					
	SBP	DBP	TC	LDL-C	A1c
N	4,235	4,236	2,360	2,634	898
Integration--Basic					
Estimate (SE)	-1.72 ^a (0.58)	-0.54 (0.40)	-1.84 (1.65)	-1.04 (1.44)	-0.09 (0.10)
Integration--Comprehensive					
Estimate (SE)	-1.55 ^a (0.60)	-0.59 (0.41)	1.15 (1.69)	-0.42 (1.45)	-0.03 (0.09)
PC Provider Contacts					
Estimate (SE)	0.02 (0.02)	0.03 (0.01)*	-0.02 (0.05)	-0.00 (0.04)	0.00 (0.00)
NOTES: A1c = glycated hemoglobin; DBP = diastolic blood pressure; LDL-C = low-density lipoprotein cholesterol; PBHCI = primary and behavioral health care integration; PC = primary care; SBP = systolic blood pressure; TC = total cholesterol. Negative values favor PBHCI. a. p<0.05.					

Overall, our analysis of TRAC data shows that there are few or no simple or consistent relationships between the quantity of service use and change in physical health indicators during consumers' first year in PBHCI. This could be because treatment effects are obscured by greater use of services both by consumers who get better and those whose illnesses are more difficult to treat. Further, analysis of longer treatment periods could also show different results. In any case, additional analyses investigating other ways that service use might be related to outcomes could make an important contribution to the field.

To obtain a printed copy of this report, send the full report title and your mailing information to:

U.S. Department of Health and Human Services
Office of Disability, Aging and Long-Term Care Policy
Room 424E, H.H. Humphrey Building
200 Independence Avenue, S.W.
Washington, D.C. 20201
FAX: 202-401-7733
Email: webmaster.DALTCP@hhs.gov

NOTE: All requests must be in writing.

RETURN TO:

Office of Disability, Aging and Long-Term Care Policy (DALTCP) Home
http://aspe.hhs.gov/office_specific/daltcp.cfm

Assistant Secretary for Planning and Evaluation (ASPE) Home
<http://aspe.hhs.gov>

U.S. Department of Health and Human Services (HHS) Home
<http://www.hhs.gov>

**Leon County
Board of County Commissioners**


Notes for Agenda Item #29

Leon County Board of County Commissioners

Cover Sheet for Agenda #29

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to North Florida Asphalt, Inc. in the Amount of \$781,875 for the Construction of Autumn Woods Area Drainage Improvements

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works Katherine Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Charles Wu, P.E., Chief of Engineering Design Don Tobin, CPPB, Purchasing & Contract Administrator Don Lanham, AICP, Grants Program Coordinator George Su, P.E., Senior Design Engineer

Fiscal Impact:

This item has a fiscal impact. This program has been budgeted through the Disaster Recovery Enhancement Fund/Community Development Block Grant (DREF grant) Agreement with the Florida Department of Economic Opportunity (DEO). The current DREF budget for this project is \$700,000 (\$500,000 for construction and \$200,000 for right-of-way acquisition). Revised cost estimates for construction and right-of-way acquisition now total \$1,111,000. Additional funding is required and is available through an amendment to the DREF program.

Staff Recommendation:

- Option #1: Approve the Agreement awarding bid to North Florida Asphalt, Inc., in the amount of \$781,875 for the construction of Autumn Woods Area Drainage Improvements (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Approve the Resolution and associated Budget Amendment Request in order to fully fund the project (Attachment #2).

Report and Discussion

Background:

The Autumn Woods Subdivision is a County maintained public subdivision located on the northwest side of Leon County (Attachment #3). The main drainage run starts from the north side of Autumn Woods Way and flows southwesterly, along the subdivision boundary between Autumn Woods and Lakewood Village, through Shadywood Unrecorded Subdivision, and discharging into the Talquin State Forest. There have been yard-flooding issues reported in this area. During Tropical Storm Fay, flooding problems were reported in this area.

On January 29, 2009, the Board conducted a workshop to consider flooding issues associated with Tropical Storm Fay. Subsequently, the Board established funding to provide relief and mitigate the reoccurrence of such impacts in future storm events. At the workshop, the Autumn Woods Area Drainage Improvements Project was identified as one of 16 projects and was approved by the Board. In 2010, after receiving more community input and further engineering analyses, it was concluded that a more comprehensive approach was warranted to mitigate the stormwater flooding issue.

In 2009 and 2010, the County received two disaster recovery grants relating to Tropical Storm Fay, which caused severe flooding in Leon County. The two grants were both HUD funded Community Development Block Grants, with the first one being the Disaster Recovery Grant (DR), and the second supplemental grant being the Disaster Recovery Enhancement Funds Grant (DREF). These grants are separate, with each being awarded under its own agreement and each having its own budget. Since they are both designated for storm mitigation activities, there is an overlap in some of their activities, but funds are not comingled. Many of the projects funded with these two grants were completed under budget, allowing additional projects to be undertaken.

In summer of 2012, Leon County applied for the Small Cities Community Development Block Grant, a competitive grant program managed by the Florida DEO. The application was for stormwater mitigation activities in Autumn Woods, but due to a low community-wide needs score (as assigned by DEO), the County was not awarded the grant.

In the beginning of 2014, the Oakridge Acquisition Project, funded through the DREF grant, was being completed under budget. This allowed an amendment to the agreement with DEO to utilize the residual funding. At the January 21, 2014 meeting, the Board approved the submittal of Amendment #3 to DEO. This Autumn Woods project was selected based upon meeting certain CDBG requirements and having the preliminary engineering previously completed for another grant application. The requested amendment was approved by DEO on March 7, 2014. An additional amendment to the project was submitted to DEO on August 27, 2014 to reallocate the existing funding when it was discovered that the County did not have right-of-way needed to complete the project. This requested amendment was approved by DEO on October 8, 2014 and the project went out to bid on November 13, 2014.

The proposed improvements for Autumn Woods Area Drainage Improvements (Stormwater Flood Mitigation) include cross drain upgrades at Autumn Woods Way, Mossy Top Way, and Bright Drive. A major portion of the main ditch run between the cross drains will receive sediment removal and embankment stabilization. A stilling pool will be built on the downstream side of the Bright Drive cross drain followed by a low water crossing through the utility berm to remove the final discharge restriction.

A segment of the existing ditch on the west side of Mossy Top Way extends across the rear yards of several residential properties with no easements dedicated to the County for maintenance work. This area has been overgrown with vegetation, which obstructs the flow. As a part of this project, staff is proposing the acquisition of permanent drainage easements from these property owners, which will allow for the County to provide ditch cleaning and embankment stabilization in this area. Special provisions in this draft Construction Agreement stipulate that no such construction work will be allowed in this area until all easements have been acquired through the eminent domain process. It is anticipated that the County will obtain title to all easements, either through pre-suit settlements or by a Court's Order of Taking, no later than May 2015.

Analysis:

DEO approved the Environmental Review Record and authorized to use the grant funds in July 2014. In November 2014, DEO reviewed and approved the bid package and the Invitation to Bid for Construction was advertised locally on November 13, 2014. A total of 541 registered vendors were notified through the automated procurement system. A total of 45 vendors requested bid packages and the County received five bids on December 18, 2014 (Attachment #4). The lowest bidder is North Florida Asphalt, Inc. with an estimated total of \$781,875. The second lowest bid was received from Talcon Group, LLC, with an estimated total of \$828,067. The bid differential between the lowest and second lowest is \$46,192. This is a Unit Price contract and the Contractor will be paid based on the actual quantity used for each individual pay item.

The total estimated cost for the entire project including construction, right-of-way acquisition, and projected contingency is \$1,111,000. This leaves a funding shortfall of \$393,465. In order to fully fund this project, an amendment to the DREF grant is recommended. The only remaining DREF grant project that has currently unobligated funding is the Re-Roofing Project.

This Re-Roofing project is a continuation of a project also funded under the DR grant. The proposed budget amendment will reduce the funding in this program from \$560,500 to \$167,035; however, this decrease will be partially offset by an amendment to the DR currently being prepared. That amendment will move approximately \$225,000 of residual DR funds to the Re-Roofing Project. The net decrease to the re-roofing program will be \$168,465 after both grants are amended. The programs requirements to access these resources for re-roofing are very restrictive. The reallocation of these funds will not adversely impact the County's re-roofing efforts as the County has sufficient resources to support eligible requests through other grant programs (i.e. SHIP funds and other CDBG grants).

The CDBG Agreement requires Leon County to follow federal requirements solely for bidding projects; therefore, aspirational targets are inapplicable. Supplemental Conditions were required to be included in the bid documents as well as requirements for Affirmative Action to Ensure Equal Opportunity and Minority/Female Participation Goals (Attachment #5). The bidders have provided documentation that they intend to meet the requirements in the supplemental conditions. DEO has verified and accepted the lowest bidder's eligibility for this construction contract (Attachment #6).

The Construction is anticipated to commence in February 2015 and be completed in August 2015.

The Autumn Woods project meets the Benefit to Low to Moderate Income (LMI) Persons National Objective as required by the CDBG program. The County conducted survey of the service area showed that the project would benefit 109 households, with 68 (62.4%) being low to moderate income. TS Fay exposed the vulnerability of Autumn Woods to the flooding created by intense and continued rainfall and the threat to the safety and well-being of the residents living there. Since Leon County is in an area subject to tropical hurricanes and other extreme storm events, a reoccurrence of these conditions can reasonably be expected. Without the proposed improvements, the severe flooding will likely be repeated.

Options:

1. Approve the Agreement awarding bid to North Florida Asphalt, Inc., in the amount of \$781,875 for the construction of Autumn Woods Area Drainage Improvements (Attachment #1), and authorize the County Administrator to execute.
2. Approve the Resolution and associated Budget Amendment Request in order to fully fund the project (Attachment #2).
3. Do not approve the Agreement awarding bid to North Florida Asphalt, Inc. in the amount of \$781,875 for the Construction of Autumn Woods Area Drainage Improvements.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Draft Construction Agreement
2. Budget Amendment Request
3. Project Location Map
4. Bid Tabulation Sheet
5. CDBG Supplemental Conditions
6. Contractor Clearance by DEO

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and NORTH FLORIDA ASPHALT, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County drainage improvements in accordance with: 1) Autumn Woods Way Drainage Improvements, Bid# BC-12-18-14-04 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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 performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred eighty (180) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Charles Wu
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1600
E-mail: wuc@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

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

8. INSURANCE

Contractor shall 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations; a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses;

- and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits 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.
- B. 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.
- C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as 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.
 - b. 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.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. 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.
 2. 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.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. 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.

- F. 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.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically noted by Leon County.

10. LICENSES

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

11. ASSIGNMENTS

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

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in

the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 20____.

By: (Name of Principal)
(As Attorney-In-Fact)
(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. 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.

- e. 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 Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. 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 Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

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 Agreement. 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 Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

16. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

17. PUBLIC ENTITY CRIMES STATEMENT

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

18. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. 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.

19. NON-WAIVER

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

20. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against

the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

21. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

22. VENUE

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

23. CONSTRUCTION

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

24. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

Exhibit A - Solicitation Document
Exhibit B - Vendor Response
Exhibit C - Tabulation Sheet

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

NORTH FLORIDA ASPHALT

By: _____
President or designee

Printed Name

Title: _____

Date: _____

Bid Title: Autumn Woods Way Drainage Improvements
Bid No: BC-12-18-14-04
Opening Date: December 18, 2014 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. _____
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid 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).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

PURPOSE:

Leon County is seeking the services of a qualified vendor to perform drainage improvements in the Autumn Woods Subdivision in accordance with plans and specifications prepared by Inovia Consulting Group. The scope of work to be performed under this bid includes four stormwater cross drain replacements and upgrades, ditch cleaning, embankment stabilization, one stilling pool construction, one low water crossing, and all associated improvements as shown on the construction plans. The complete construction documents include a series of attachments which are listed in the technical specifications of the contract documents.

The proposed Autumn Woods Way Drainage Improvement project is located in Section 1, Township 1 North, Range 2 West and Section 6, Township 1North, Range 1 West, in Leon County, Florida.

Bidders are to provide completed Bid Price Worksheets in written form as well as an electronic copy in CD format. The Bid Price Worksheets are available in Excel file format on the Leon County Purchasing Division web site at: <http://www.leoncountyfl.gov/Purchasing/Plan&Specs/index.asp>.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests 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 issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
November 17, 2014	Release of the ITB
December 4, 2014 at 10:00AM	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308 followed by a field review on-site.
Not later than: December 8, 2014 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: December 18, 2014 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall 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.

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 who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid 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 bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking 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.

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division on Procurement Connect in order to be placed on the planholders list for the solicitation. Bidders 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 through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

CONTRACTOR'S QUALIFICATIONS

The Primary Contractor must be certified by Florida Department of transportation in Drainage work class. All Roadway Construction Contractors and Stormwater Conveyance Contractors used on the project shall possess a current and valid FDOT Certificate of Qualifications. Copies of both the contractor's, and any proposed subcontractors' Certificate of Qualifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate FDOT certification in the fashion described can result in the rejection of bid.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open the bids will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountycl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid 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. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders 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. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, 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 to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder 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 bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. 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."

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION REQUIRMENTAS

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 origin, 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.

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders 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. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and 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 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.
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.

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. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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.

AGREEMENT:

After the bid 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 bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

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.

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 document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

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, 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.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND

Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 2013.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred eighty (180) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

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).
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.

PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
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& 2 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.

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.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

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.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

ASSIGNMENT

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

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes

sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

TECHNICAL SPECIFICATIONS:

1. SUMMARY OF WORK

The proposed Autumn Woods Area Drainage Improvement project is located in Section 1, Township 1 North, Range 2 West and Section 6, Township 1 North, Range 1 West, in Leon County, Florida. The scope of work to be performed under this bid includes four stormwater cross drain replacements and upgrades, ditch cleaning, embankment stabilization, one stilling pool construction, one low water crossing, and all associated improvements as shown on the construction plans.

2. GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans. The contract administration, construction procedure, materials, and equipments, shall be in accordance with the following specifications and contract documents:

- 2.1 Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010. (See attachments.)
- 2.2 FDOT Roadway and Traffic Design Standards, 2010 Edition.
- 2.3 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2010 Edition and all supplemental documents thereto.
- 2.4 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.

In the event of any conflict between the Florida Department of Transportation's standard specifications and the specifications of this contract, the specifications of this contract shall govern.

3. MANDATORY PREBID CONFERENCE

Contractors are required to attend the pre-bid conference and the subsequent onsite visit to be qualified for bidding.

4. SPECIAL PROVISIONS

- 4.1 An allowance of 180 calendar days has been set for the completion of this Contract, including utility coordination and relocation.

The construction approach is laid out in the CONSTRUCTION SEQUENCE section of the General Notes as well as the Erosion Control Notes sheet.

Contractor shall invite all utilities listed on the construction plans to attend the pre-construction conference and to confirm the work schedules.

- 4.2 Bright Drive is the only access to Cypress Circle for the residents in Shadywood subdivision. Consequently, the access on Bright Drive and Bright Court shall be maintained at all times and one lane shall be available to the vehicular traffic during the construction. The accessible lane shall be maintained in drivable conditions with proper warning devices and traffic barriers if warranted to ensure safety.
- 4.3 The Contractor shall be responsible for obtaining a Leon County Building Permit prior to construction of the access bridge on the east side of Bright Drive as called out on the plans. The building permit application fee shall be incidental to the overall construction cost and the time to acquire the building permit is included in the overall contract time. No additional time will be awarded for the building permit application and issuance.
- 4.4 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm.
- If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department.
- 4.5 The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.
- 4.6 It is the Contractor's responsibility to verify the survey control points for construction stakeouts as well as the wetland limits. The costs for construction stakeouts are considered incidental and included in the total bid price.
- 4.7 It is Contractor's responsibility to verify and locate all the utilities to avoid damages.
- 4.8 It is the Contractor's responsibility to establish a staging area with County representative's review and approval prior to commencement of construction. The Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is outside County's right-of-way or properties, the Contractor is required to obtain a temporary staging area permit from Leon County Development Support and Environmental Management Department. All expenses associated with the Temporary Staging Area Permit will be paid by the Contractor.
- 4.9 The Clearing and Grubbing pay item includes but not limited to all works within the construction area as described in Section 110 of FDOT's Standard Specifications for Roadway and Bridge Construction, 2010 Edition. The vegetation and tree removal is also included in the clearing and grubbing cost.

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- 4.10 The Contractor is also responsible to ensure all construction activities in compliance with the permit requirements.
- 4.11 Dewatering:
- a. The Contractor shall comply with all Dewatering requirements specified on the General Notes sheet and Erosion Control Notes sheet of the Construction Plans.
 - b. Best management practices shall be followed, and all dewatering measures shall be approved by the County Public Works representative and the County environmental inspector.
 - c. Contractor shall check with NFWMD for potential permit requirements at (850) 539-5999.
- 4.12 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.
- 4.13 The Contractor shall visit the project site prior to submitting the bids so a complete understanding of the site conditions and construction details can be achieved.
- 4.14 If the construction works causes any damages to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.
- 4.15 According to the OSHA requirements, a minimum 10-foot clearance (circumference) must be maintained from the overhead electric neutral and primary conductors for any construction work.
- 4.16 The Contractor shall provide a minimum one-year warranty on the materials and workmanship for the work performed under this contract. The warranty shall commence upon completion of construction and issuance of Final Acceptance by the County.
- 4.17 This project has been identified as habitat for the federally protected eastern indigo snake. The Contractor is required to adhere to the U.S. Fish and Wildlife Service's Eastern Indigo Snake Standard Protection Measures (EIS Protection Measures). The EIS Protection Measures can be found as attachments in this bid package.
- 4.18. This project has been identified as habitat for the State Protected Gopher Tortoise. The Contractor is directed to review his/her responsibilities as directed in Specification 7-1.4 of FDOT Standard Specifications for Road and Bridge Construction, which references the guidelines established by the Department for when interaction with certain species (including but not limited to Gopher Tortoise) occurs during construction. These guidelines (FDOT contractor requirements for unexpected interaction with certain protected species during work activities) are provided by link within Specification 7-1.4 at the following URL address:
<http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/endangeredwildlifeguidelines.pdf>.
- 4.19 The construction activities for the ditch parallel to Cypress Circle between the Duke Energy Easement and the Mossy Top Way are subject to easement availability. Before all easements in this area are acquired by Leon County, the Contractor cannot work in this area. The Contractor may adjust the construction sequence and/or approach with approval by the County to ensure completion of the entire project within the contract schedule.
- 4.20 This project is supported by Florida Department of Economic Opportunity (FDEO) through a Community Development Block Grant (CDBG) agreement. It is the Contractor's responsibility to ensure compliance with all Federal and State requirements stipulated in this agreement.
- 4.21 The Contractor shall coordinate with Talquin Electric prior to construction for the power pole protection at the western stormwater cross drain on Autumn Woods Way and guy wire relocation on the east side of

Bright Drive.

- 4.22 A detailed Maintenance of Traffic Plan shall be submitted to Leon County Public Works Department for review and approval minimum of two weeks prior to any road closure or lane closure.

5. ATTACHMENTS

Attachment #1	Florida Department of Economic Opportunity – Community Development Block Grant Program Supplemental Conditions (Construction Contracts), 10/1/2011
Attachment #2	Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010.
Attachment #3	U.S. Fish and Wildlife Service's Instruction Sheet when encountering Threatened Eastern Indigo Snakes on site.
Attachment #4	Final Construction Plans
Attachment #5	Bid Pricing Sheet
Attachment #6	Specifications for Cellular Confinement for Soil Stabilization
Attachment #7	Specifications for Anchor Reinforced Vegetation System for Non-Structural Erosion Control in Channels
Attachment #8	Specifications for T530 Gabion Mattress and Baskets
Attachment #9	Instructions for Completing Payroll Form, WH-347
Attachment #10	Payroll Form
Attachment #11	A Contractor's Guide for Davis-Bacon Labor Standards
Attachment #12	Employee Rights under the Davis-Bacon Act Poster
Attachment #13	Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Contractor
Attachment #14	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Subcontractor
Attachment #15	Prime Contractor Efforts
Attachment #16	Documentation for Business Claiming Section 3 Status
Attachment #17	Section 3 Resident Certification for New and Current Employees
Attachment #18	Wage Decision Approval

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations
- _____ Forms required by attachments

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

BASE BID TOTAL FROM UNIT PRICE SHEET: _____

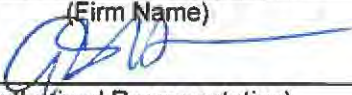
BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY North Florida Asphalt, Inc.
(Firm Name)

(Authorized Representative)
Angela B. Harrell, Vice-President
(Printed or Typed Name)

ADDRESS 2908 Plant Street
Tallahassee, FL 32304

EMAIL ADDRESS kathy@northfloridaasphalt.com

TELEPHONE (850) 575-7228

FAX (850) 575-1835

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 12-10-2014 Initials 

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

BASE BID TOTAL FROM UNIT PRICE SHEET: \$ 781,874.82

AUTUMN WOODS AREA DRAINAGE IMPROVEMENTS
NORTH FLORIDA ASPHALT, INC. - BID PRICING SHEET

Attachment #1
Page 28 of 53

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	SUBTOTAL
101-1	MOBILIZATION	1	LS	\$50,000.00	\$50,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$16,500.00	\$16,500.00
104-10-3	SEDIMENT BARRIER	75	LF	\$30.00	\$2,250.00
104-11	FLOATING TURBIDITY BARRIER	249	LF	\$15.00	\$3,735.00
104-15	SOIL TRACKING PREVENTION DEVICE	3	EA	\$2,000.00	\$6,000.00
110-1-1	CLEARING AND GRUBBING	2.33	AC	\$50,000.00	\$116,386.59
120-5	CHANNEL EXCAVATION	1,302	CY	\$25.00	\$32,557.08
125-3	SELECT BEDDING MATERIAL	11	CY	\$30.00	\$330.00
145-72	CELLULAR CONFINEMENT FOR SOIL STABILIZATION	181	SY	\$60.00	\$10,846.67
160-4	TYPE B STABILIZATION (LBR 40 - 12")	279	SY	\$2.50	\$697.50
285-706	LIMEROCK BASE, BASE GROUP 06, 8" THICK	279	SY	\$8.00	\$2,232.00
334-1-23	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22, PMA	179.80	TN	\$150.00	\$26,969.25
400-0-15	CONCRETE CLASS NS, MISC (MOSSY TOP WAY & AUTUMN WOODS WAY WEST)	3.0	CY	\$720.00	\$2,160.00
400-2-1	CONC. CLASS II, CULVERTS	102.9	CY	\$900.00	\$92,574.00
400-2-2	CONC. CLASS II (ENDWALLS)	16.2	CY	\$930.00	\$15,084.60
400-2-4	CONC. CLASS II (SUPERSTRUCTURE)	13.3	CY	\$600.00	\$7,980.00
400-2-5	CONC. CLASS II (SUBSTRUCTURE)	19.8	CY	\$600.00	\$11,880.00
415-1-1	REINF STEEL -ROADWAY	14,347	LB	\$1.25	\$17,934.16
415-1-4	REINF STEEL-SUPERSTRUCTURE	525	LB	\$1.25	\$656.25
415-1-5	REINF STEEL-SUBSTRUCTURE	6,292	LB	\$1.25	\$7,865.00
430-175-142	PIPE CULV, OPT MATL, ROUND, 42"S/CD	45	LF	\$125.00	\$5,625.00
524-1-29	CONCRETE DITCH PVMT, 4" REINFORCED	28	SY	\$68.00	\$1,904.00
530-1	SAND-CEMENT BAG WALL	239	CY	\$375.00	\$89,625.00
530-3-4	RIPRAP RUBBLE, F&I	300	TN	\$120.00	\$35,966.70
530-76-3	GABION MATS, 18" THICK	8	SY	\$1,000.00	\$7,666.67
530-77-3	GABION BASKET, 30" THICK	46	SY	\$350.00	\$16,100.00
536-1-1	GUARDRAIL - ROADWAY	285	LF	\$155.00	\$44,175.00
536-1-2	GUARDRAIL - BRIDGE	21	LF	\$155.00	\$3,255.00
550-10-212	FENCING , TYPE B, 0.0-5.0', W/ VINYL COAT	228	LF	\$30.00	\$6,840.00
550-10-218	FENCING, RESET EXISTING	925	LF	\$20.00	\$18,500.00
550-60-224	FENCE GATE, TYP B, DBL, 18.1-20.0' OPENING	2	EA	\$1,500.00	\$3,000.00
570-1-2	PERFORMANCE TURF (SODDING)	9,938	SY	\$5.00	\$49,690.00
710-11-111	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	0.071	NM	\$3,500.00	\$249.24
710-11-123	PAINTED PAVT MARK, STD, WHITE, SOLID, 12"	87	LF	\$2.00	\$174.00
710-11-211	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	0.071	NM	\$3,500.00	\$249.24

**AUTUMN WOODS AREA DRAINAGE IMPROVEMENTS
NORTH FLORIDA ASPHALT, INC. - BID PRICING SHEET**

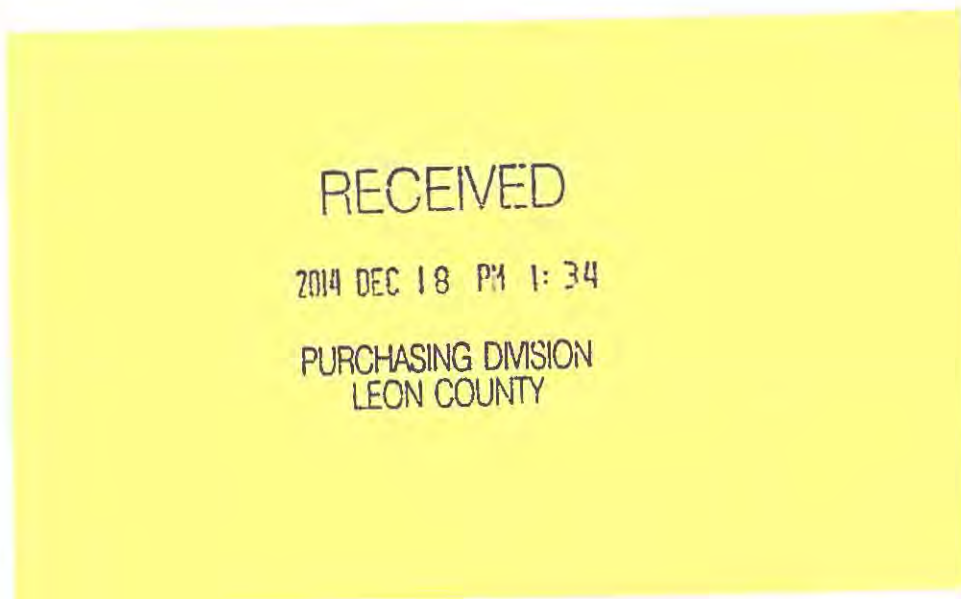
Attachment #1
Page 29 of 53

711-11-111	THERMOPLASTIC PAVT MARK, STD, WHITE, SOLID, 6"	0.071	NM	\$11,345.00	\$807.90
711-11-123	THERMOPLASTIC PAVT MARK, STD, WHITE, SOLID, 12"	87	LF	\$4.50	\$391.50
711-11-211	THERMOPLASTIC PAVT MARK, STD, YELLOW, SOLID, 6"	0.071	NM	\$11,345.00	\$807.90
1050-11-424	SEWER MAIN, GRAVITY, DI (AUTUMN WOODS WAY WEST & MOSSY TOP WAY)	50	LF	\$125.00	\$6,250.00
9999-1	TREE PROTECTION BARRICADE	347	LF	\$7.00	\$2,429.00
9999-2	AS-BUILT SURVEY	1	LS	\$5,000.00	\$5,000.00
9999-3	ANCHOR REINFORCED VEGETATION SYSTEM	1,637	SY	\$35.00	\$57,310.56
9999-4	SPEED HUMP	1	EA	\$500.00	\$500.00
9999-5	REMOVAL OF UNSUITABLE SOILS	36	CY	\$20.00	\$720.00
TOTAL					\$781,874.82

* Pay Item 110-1-1 Clearing and Grubbing includes tree removal and all site preparation work. No additional compensation for tree removal will be considered under this contract.

** Pay Item 400-0-15 Concrete Class NS is for Concrete Encasement of the new sanitary sewer Ductile Iron Pipe. This pay item will only be used when the vertical clearance between the new stormwater cross drain and the sanitary sewer pipe is less than 6 inches. When used, all work associated with the concrete encasement is incidental to this pay item.

*** Pay Item 9999-5 for Removal of Unsuitable Soils will only be used if the in-situ materials below bedding for the box culvert installation are proven not suitable and approved by the Engineer. This pay item will be authorized for use based on actual field conditions. This contingent pay item also includes backfill with select material.



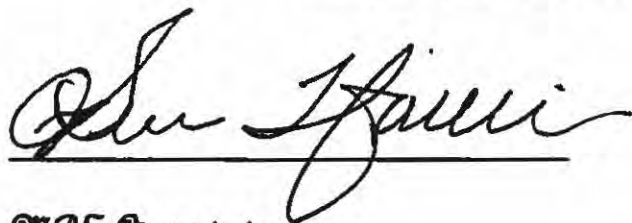
	SUBCONTRACTOR	SCOPE OF WORK	DOLLAR AMOUNT	(%) PERCENTAGE
MBE (B)	GAINES & SONS STRIPING COMPANY P. O. Box 15251, Tallahassee, FL 32317 (850) 893-4084	Striping Guardrail Maintenance of Traffic	\$ 52,736.00	6.7%
MBE (B)	FLORIDA DEVELOPERS, INC. 642 Brevard Street, Tallahassee, FL 32304 (850) 224-6002	Fence	\$ 23,091.80	3.0%
MBE (W)	SUZANNE DIAMBRA LANDSCAPING, INC. 1614 South Monroe Street, Tallahassee, FL 32301 (850) 222-8866	Miscellaneous Concrete Concrete Ditch Paving Sod Tree Protection	\$ 83,229.95	10.6%
Non-MBE	SLAB CONSTRUCTION 105 Four Points Way, Tallahassee, FL 32305 (850) 656-2810	Bridge	\$ 29,900.00	3.8%



GAINES AND SONS STRIPING

*is recognized as a
Minority Owned Business Enterprise
Under the
City of Tallahassee and Leon County
Consortium Interlocal Agreement
For a period of two (2) years beginning:*

MARCH 13TH, 2014 - MARCH 31ST, 2016

A handwritten signature in cursive script, appearing to read "Du Juan", written over a horizontal line.

NBE Administrator

A handwritten signature in cursive script, appearing to read "M. McArthur", written over a horizontal line.

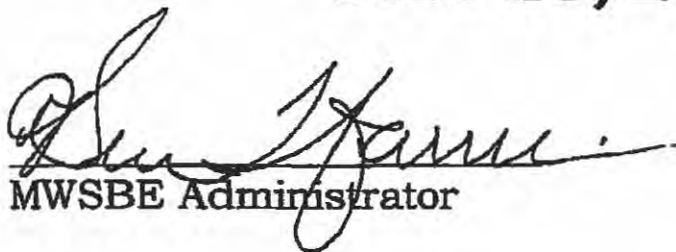
Certification Specialist



SUZANNE DIAMBRA LANDSCAPING, INC.

is recognized as a
Woman Owned Business Enterprise
Under The
City of Tallahassee and Leon County
Consortium Interlocal Agreement

For a period of two (2) years beginning:
JULY 28, 2014 – JULY 31, 2016


MWSBE Administrator


Certification Specialist

**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: North Florida Asphalt, Inc.

Signature: [Signature] Title: Vice-President

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 18th day of December, 2014

Personally known X

OR Produced identification _____

(Type of identification)

Katherine Hethcox
NOTARY PUBLIC

Notary Public - State of Florida

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.**

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: _____

Vice-President

Firm: _____

North Florida Asphalt, Inc.

Address: _____

2908 Plant Street

Tallahassee, FL 32304

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:


- 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 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 bid, the employees 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 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 assistance or rehabilitation program if such is available in the employee's community, by 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 the following:

(Check one and sign in the space provided.)

 X This firm complies fully with the above requirements.

 This firm does not have a drug free work place program at this time.



Bidder's Signature

 Vice-President

Title

 December 18, 2014

Date

Bid Title: Autumn Woods Way Drainage Improvements
 Bid No: BC-12-18-14-04
 Opening Date: December 18, 2014 at 2:00 PM

Attachment #1
 Page 36 of 53

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	North Florida Asphalt, Inc.		
Street Address:	2908 Plant Street		
City, State, Zip:	Tallahassee, FL 32304		
Taxpayer ID Number:	59-3327393		
Telephone:	(850) 575-7228	Fax:	(850) 575-1835
Trade Style Name:			

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date June 12, 1995
 Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
Tim Harrell	President	(850)575-7228	kathy@northflorida asphalt.com
Angela B. Harrell	Vice-President	(850)575-7228	angie@northflorida asphalt.com

Bid Title: Autumn Woods Way Drainage Improvements
Bid No: BC-12-18-14-04
Opening Date: December 18, 2014 at 2:00 PM

Attachment #1
Page 37 of 53

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: Angela Bates Harrell	
License Type: DPBR Certified Underground Utilities & Excavation Contractor	
License Number: CUC1224064	Expiration Date: August 31, 2016
Qualified Business License (certificate of authority) number: QB38794	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	Merchants Bonding Company (Mutual)
Contact's Name	Paul Locascio
Telephone	(352) 374-7779
Fax	(850) 581-4930
Address	2100 Fleur Drive Des Moines, IA 50321

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of
--	--	---

Bid Title: Autumn Woods Way Drainage Improvements

Bid No: BC-12-18-14-04

Opening Date: December 18, 2014 at 2:00 PM


Attachment #1

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<p>\$ 8 Million +</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If yes, please provide detailed information on reverse)</i></p>	<p>your subcontractors or suppliers?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If yes, please provide detailed information on reverse)</i></p>
-----------------------	--	---

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 18th DAY OF December, 20 14

By:  Title: Vice-President

Printed Name and Title: Angela B. Harrell, Vice-President

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

North Florida Asphalt, Inc.

(Name of Corporation, Partnership, Individual, etc.)

a Corporation formed under the laws of Florida

(Type of Business)

Province)

(State or

of which ~~he~~^{she} is Vice-President
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

[Signature]
AFFIANT'S NAME

Vice-President

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 18th Day of December 2014.

Personally Known X Or Produced Identification

Type of Identification

[Signature]
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires:



INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Commercial General Liability: Indicate Best Rating: A+
Indicate Best Financial Classification: XV

Business Auto: Indicate Best Rating: A+
Indicate Best Financial Classification: XV

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Indicate Best Rating: A
Indicate Best Financial Classification: XV

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☒ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

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.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability,
Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Angela B. Harrell
Typed or Printed

Signature 

Date December 18, 2014

Title Vice-President
(Company Risk Manager or Manager with Risk

Authority)

**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 judgement 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

Vice-President

Title

North Florida Asphalt, Inc.

Contractor/Firm

2908 Plant Street

Tallahassee, FL 32304

Address



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

December 9, 2013

NORTH FLORIDA ASPHALT, INC.
2908 PLANT ST
TALLAHASSEE FL 32304

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 1/31/2015. However, the new application is due 11/30/2014.

In accordance with 8.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES

FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

www.dot.state.fl.us

NORTH FLORIDA ASPHALT, INC.
December 9, 2013
Page Two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager
Contracts Administration Office

JM:cj



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

Attachment #1
Page 45 of 53
(850) 487-1395

**HARRELL, ANGELA BATES
NORTH FLORIDA ASPHALT INC
4801 OLD BAINBRIDGE ROAD
TALLAHASSEE FL 32303-7209**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CUC1224064	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



**HARRELL, ANGELA BATES
NORTH FLORIDA ASPHALT INC
4801 OLD BAINBRIDGE ROAD
TALLAHASSEE FL 32303-7209**





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

NORTH FLORIDA ASPHALT INC
2908 PLANT ST
TALLAHASSEE FL 32304

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA	AC# 4419010
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION	
QB38794	05/28/09 080493506
QUALIFIED BUSINESS ORGANIZATION NORTH FLORIDA ASPHALT INC	
(NOT A LICENSE TO PERFORM WORK. ALLOWS COMPANY TO DO BUSINESS IF IT HAS A LICENSED QUALIFIER.)	
IS QUALIFIED under the provisions of Ch. 489 FS	
Expiration date: AUG 31, 2011 L09052801898	

DETACH HERE

AC# 4419010

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09052801898

DATE	BATCH NUMBER	LICENSE NBR
05/28/2009	080493506	QB38794

The BUSINESS ORGANIZATION

Named below IS QUALIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2011

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

NORTH FLORIDA ASPHALT INC

2908 PLANT ST

TALLAHASSEE

FL 32304

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



Most Livable City in America

PUBLIC WORKS CAPITAL PROGRAMS
300 S. Adams St., Box A-18, Tallahassee, FL 32301

February 4, 2013

Angie Harrell
North Florida Asphalt, Inc.
2908 Plant Street
Tallahassee, Florida 32304

Dear Ms. Harrell:

The City of Tallahassee has completed its review of your pre-qualification application and is pleased to inform you that your application has been approved. You have been pre-qualified in the following categories, with an unlimited bid threshold:

- Roads/Streets
- Underground Utilities/Excavation

Your pre-qualification status will expire on February 16, 2015. If you wish to remain on our list of pre-qualified bidders, you must re-apply at least 60 days prior to this expiration date. **PLEASE NOTE: You must maintain a current FDOT Certification of Qualification in order to remain qualified to bid City projects in the Roads/Streets category.**

Thank you for your interest in bidding City of Tallahassee construction projects. We look forward to working with you in the future. If you have any questions or comments regarding this matter, please feel free to call me at 891-8234.

Sincerely,

David Earle
Maintenance/ Construction Chief
City of Tallahassee / Public Works Capital Programs
Email Address: David.Earle@talgov.com

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • Talgov.com

JOHN R. MARKS, III
Mayor

ANITA F THOMPSON
City Manager

ANDREW GILLUM
Commissioner

LEWIS E. SHELLEY
City Attorney

SCOTT MADDOX
Commissioner

JAMES O. COOKE, IV
City Treasurer-Clerk

NANCY MILLER
Commissioner

SAM M. McCALL
City Auditor

GIL D. ZIFFER
Commissioner

City of Tallahassee Procurement Services



Local Business Certification

Presented to

North Florida Asphalt, Inc.

**In recognition of being approved as a
Local Business Enterprise (LBE)**

Presented on 5/6/2011

Cathy Davis

Cathy Davis, Procurement Services
Manager

Toni M. Clinton

Toni Clinton, Local Business
Coordinator



NORTH FLORIDA ASPHALT, INC
TIM HARRELL
2908 PLANT ST
TALLAHASSEE FL 32304

Account Number: 83520

The Business Tax Certificate for tax year 2015 is attached below.

This certificate expires September 30th, 2015.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2014-15	CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE	2014-15
LOCAL BUSINESS TAX RECEIPT		
TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015		
DBA: NORTH FLORIDA ASPHALT, INC	Account Number:	83520
Location: 2908 PLANT ST		
Address: TALLAHASSEE FL 32304		
Type Code: 150	Sub Code: J	Type Description: Contractor - Miscellaneous Sub
NORTH FLORIDA ASPHALT, INC TIM HARRELL		
The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)		



Florida Profit Corporation

Filing Information

Principal Address

Changed: 01/09/2006

Changed: 01/09/2006

Address Changed: 07/24/2012

HARRELL, TIMOTHY D
4801 OLD BAINBRIDGE RD
TALLAHASSEE, FL 32303

Title VST

HARRELL, ANGELA
4801 OLD BAINBRIDGE RD.
TALLAHASSEE, FL 32303

Annual Reports

Report Year	Filed Date
2012	01/26/2012
2013	01/18/2013
2014	01/06/2014

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
 BC-12-18-14-04


Attachment #1
 Page 52 of 53

Bid Title: Autumn Woods Way Drainage Improvements

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	<i>Talcom Group</i>	<i>Allen's Excavation</i>	<i>N.F. Asphalt</i>
Manual Signature	✓	✓	✓
Addendum #1	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
EEO	✓	✓	✓
Tie Bid	✓	✓	✓
Contractor Business	✓	✓	✓
Non-Collusion	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Bond	✓	✓	✓
Bid Total	<i>428,066.88</i>	<i>1,112,811.39</i>	<i>181,874.82</i>
No Bid Document			

Tabulated By: *Jim Kirkland*



**LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-12-18-14-04**

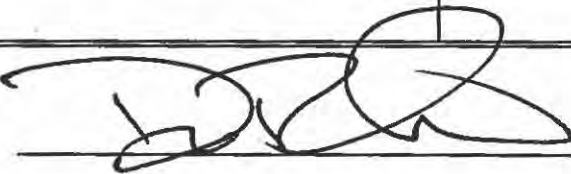
Attachment #1
Page 53 of 53

Bid Title: Autumn Woods Way Drainage Improvements

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	<i>Dowdy Plumbing &</i>	<i>Samlco</i>	
Manual Signature	✓	✓	
Addendum #1	✓	✓	
Affidavit of Immigration	✓	✓	
EEO	✓	✓	
Tie Bid	✓	✓	
Contractor Business	✓	✓	
Non-Collusion	✓	✓	
Insurance	✓	✓	
Certificate Debarment	✓	✓	
Bond	✓	✓	
Bid Total	<i>684,000.00</i>	<i>1,426,826.99</i>	
No Bid Document			

Tabulated By: *Jim Kirkland*



RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 27th day of January, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2014/2015 BUDGET AMENDMENT REQUEST

No: BAB15001
Date: 1/12/2015

Agenda Item No: _____
Agenda Item Date: 1/27/2015

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	932075	399900	000	Appropriated fund balance	717,535	393,465	1,111,000
				Autumn Woods			
Subtotal:							

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	932075	56300	538	Improvements other than buildings	717,535	393,465	1,111,000
Subtotal:							1,111,000

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	932076	399900	000	Appropriated fund balance	560,500	(393,465)	167,035
				Housing Rehabilitation			

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	932076	585000	554	Housing rehabilitation	560,500	(393,465)	167,035
Subtotal:							1,278,035

Purpose of Request:

Both of these programs are funded through the Disaster Recovery Enhancement Fund grant (DREF grant) agreement with the Florida Department of Economic Opportunity. This budget amendment moves \$393,465 from the Re-Roofing project to the Autumn Woods Stormwater Mitigation project. The current budget for the Autumn Woods project is \$700,000 (\$500,000 for construction and \$200,000 for right-of-way acquisition). Revised cost estimates for construction and right-of-way acquisition is now \$1,111,000. The additional funding is needed to completely fund the Autumn Woods project and is available through this amendment to the program. This budget amendment moves \$393,465 from the DREF Re-Roofing project to the DREF Autumn Woods Stormwater Mitigation project.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

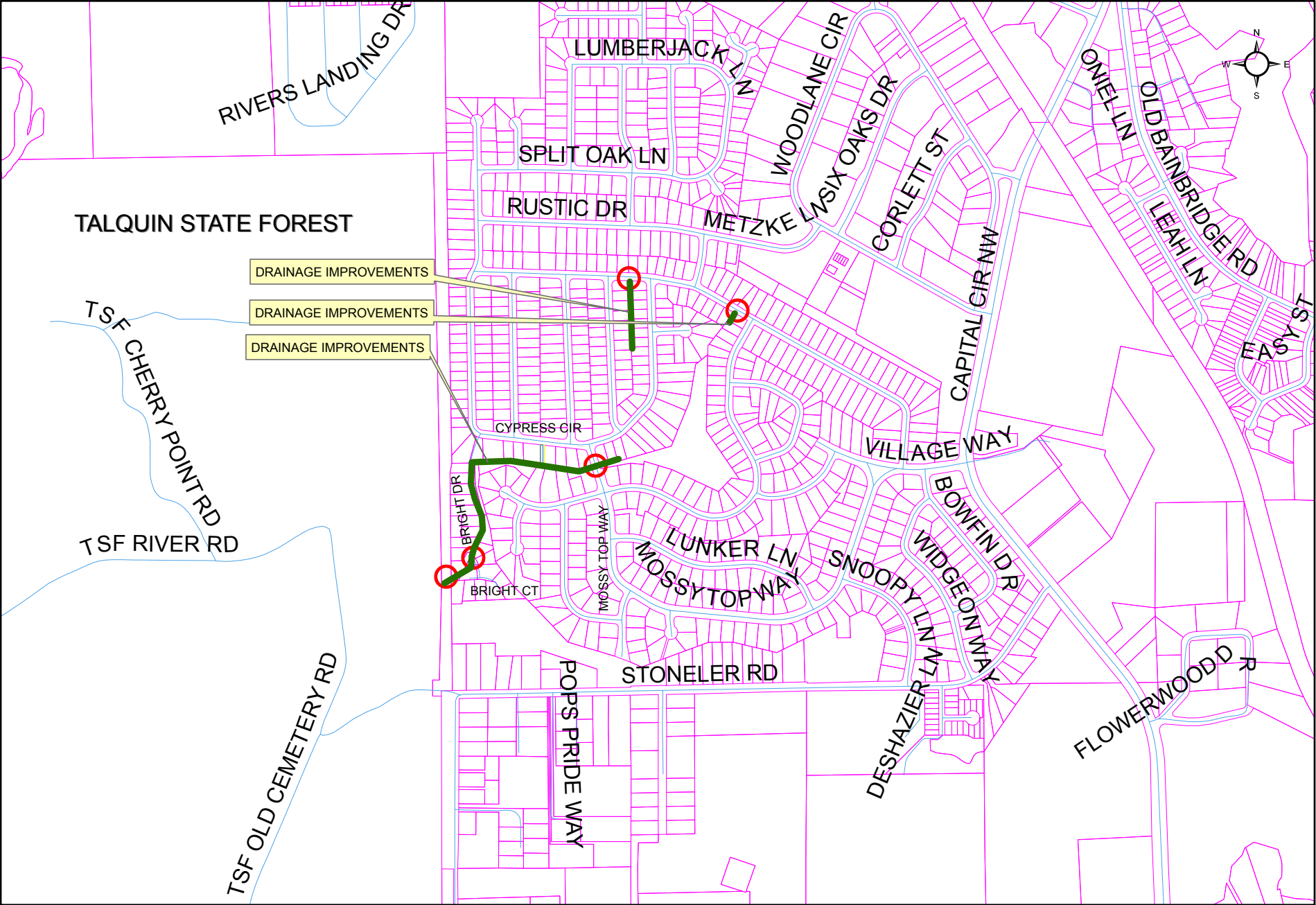
Approved By:

Resolution ☒

Motion ☐

Administrator ☐

AUTUMN WOODS AREA DRAINAGE IMPROVEMENTS LOCATION MAP



LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-12-18-14-04

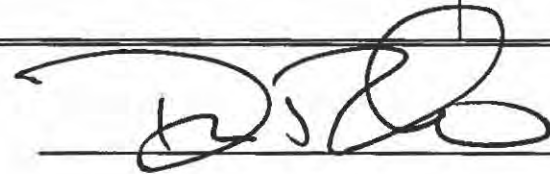
Attachment #4
Page 1 of 2

Bid Title: Autumn Woods Way Drainage Improvements

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	<i>Talcom Group</i>	<i>Allen's Excavation</i>	<i>N.F. Asphalt</i>
Manual Signature	✓	✓	✓
Addendum #1	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
EEO	✓	✓	✓
Tie Bid	✓	✓	✓
Contractor Business	✓	✓	✓
Non-Collusion	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Bond	✓	✓	✓
Bid Total	<i>428,066.88</i>	<i>1,112,811.39</i>	<i>181,874.82</i>
No Bid Document			

Tabulated By: *Jim Kirkland*



LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
 BC-12-18-14-04

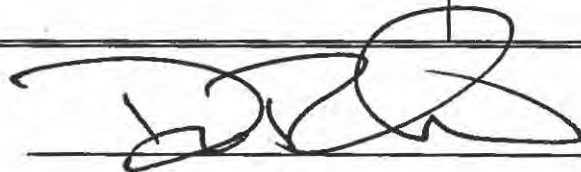
Attachment #4
 Page 2 of 2

Bid Title: Autumn Woods Way Drainage Improvements

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	<i>Dowdy Plumbing &</i>	<i>Samlco</i>	
Manual Signature	✓	✓	
Addendum #1	✓	✓	
Affidavit of Immigration	✓	✓	
EEO	✓	✓	
Tie Bid	✓	✓	
Contractor Business	✓	✓	
Non-Collusion	✓	✓	
Insurance	✓	✓	
Certificate Debarment	✓	✓	
Bond	✓	✓	
Bid Total	<i>684,000.00</i>	<i>1,426,826.99</i>	
No Bid Document			

Tabulated By: *Jim Kirkland*



CDBG Supplemental Conditions
(Construction Contracts)

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
 2. Access to Records
 3. Retention of Records
 4. Remedies
 5. Environmental Compliance (Clean Air Act and Clean Water Act)
 6. Energy Efficiency
 7. Special Equal Opportunity Provisions
 8. Conflict of Interest
 9. Utilization of Minority and Women's Businesses
 10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
 11. Guidance to Contractor for Compliance with Labor Standards Provisions
-

1. TERMINATION (CAUSE AND/OR CONVENIENCE)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
 - (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
 - (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
 - (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

CDBG Supplemental Conditions

(Construction Contracts)

10/1/2011

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. ACCESS TO RECORDS

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. RETENTION OF RECORDS

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

6. ENERGY EFFICIENCY

The contractor shall comply with any 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 (Public Law 94-163).

7. SPECIAL EQUAL OPPORTUNITY PROVISIONS

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

CDBG Supplemental Conditions

(Construction Contracts)

10/1/2011

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

(1) Section 202 Equal Opportunity Clause

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) 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 consideration without regard to race, color, religion, sex, or national origin.
- (c) 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 by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) 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.
- (e) 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

CDBG Supplemental Conditions

(Construction Contracts)

10/1/2011

- (f) 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, be declared ineligible for further Government contracts in accordance with procedures authorized 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.
- (g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) 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 Department may direct as a means of enforcing such provisions, including sections of 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)
- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

CDBG Supplemental Conditions

(Construction Contracts)

10/1/2011

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the “covered area” is the county in which the contract work is being undertaken.
- (3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).
- (a) As used in these specifications:
1. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 2. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 3. “Employer identification number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 4. “Minority” includes:
 - (I) Black (all persons having origins in any of the Black African racial groups);
 - (II) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (III) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (4) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (5) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

CDBG Supplemental Conditions

10/1/2011

(Construction Contracts)

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- (6) The Contractor shall implement the specific affirmative action standards provided in paragraphs (9) (a) through (p). of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (7) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (8) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (9) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
- (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

CDBG Supplemental Conditions

10/1/2011

(Construction Contracts)

- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

CDBG Supplemental Conditions

(Construction Contracts)

10/1/2011

-
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (10) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (9) (a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (9) (a) through (p) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
 - (11) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
 - (12) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - (13) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 - (14) The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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- (15) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (16) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (17) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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G. Section 503 Handicapped (Contracts \$2,500 or Over)

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

8. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

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9. UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

10. FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act) The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. (1) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

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- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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- (2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph A(3)(b)(ii) of this section.
- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- (4) (a) Apprentices and Trainees.
 - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship

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program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- (7) **Contract Termination, Debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

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- (9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.
- (10) (a) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

11. GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the “Rates” and “Fringe Benefits” (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the “Rates” and “Fringe Benefits” columns.

CDBG Supplemental Conditions
(Construction Contracts)

10/1/2011

- (3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- (4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

CDBG Supplemental Conditions
(Construction Contracts)

10/1/2011

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as “owner” is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the “trade” depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

CDBG Supplemental Conditions
(Construction Contracts)

Appendix
Minority Participation Goals

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

Tampa-St. Petersburg Area Percentage

Hillsborough, Pinellas, Pasco	17.9
Charlotte, Citrus, Collier, DeSoto, Hardee, Hernando, & Highlands	17.1 (all seven)
Lee	15.3
Manatee	15.9
Polk	18.0
Sarasota	10.5

Tallahassee Area

Leon, Wakulla	24.3
Calhoun, Franklin, Gadsden, Jackson, Jefferson, Liberty, Madison, & Taylor	29.5 (all eight)

Pensacola - Panama City Area

Bay	14.1
Escambia, Santa Rosa	18.3
Gulf, Holmes, Okaloosa, Walton, & Washington	15.4 (all five)

Jacksonville Area

Alachua	20.6
Baker, Clay, Duval, Nassau, & St. Johns	21.8 (all five)
Bradford, Columbia, Dixie, Gilchrist Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union	22.2 (all 11)

CDBG Supplemental Conditions
(Construction Contracts)

<u>Orlando - Daytona Beach Area</u>	<u>Percentage</u>
Volusia	15.7
Brevard	10.7
Orange, Osceola, Seminole	15.5
Flagler, Lake, Sumter	14.9
<u>Miami - Fort Lauderdale Area</u>	
Dade	39.5
Broward	15.5
Palm Beach	22.4
Glades, Hendry, Indian River Martin, Monroe, & Okeechobee, & St. Lucie	30.4 (all seven)

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

December 29, 2014

Mr. Don Lanham, AICP
Grants Program Coordinator
Leon County Office of Management and Budget
301 South Monroe Street
Tallahassee, FL 32301

Re: Florida Community Development Block Grant (CDBG) Program
Disaster Recover Initiative (DRI) Contract No.: 12DB-P5-02-47-01-K 38
Leon County Contractor Clearance – Autumn Woods Stormwater Mitigation Project (SA 5)

Don
Dear Mr. Lanham:

DEO has reviewed the Bidding Information and Contractor Eligibility received on December 29, 2014, for the above referenced project. North Florida Asphalt, Inc., is not on the list of firms excluded from receiving federal funds. Therefore, award to this contractor is acceptable.

The contractor/subcontractor (lower tier) eligibility certification form, posted on the CDBG website, allows a contractor/subcontractor to certify that neither it nor its principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs receiving federal assistance. Each contractor and subcontractor must execute this certification prior to working on the project and the certification must be maintained in your project files.

Please submit to the Department a copy of the Notice to Proceed after it is issued. The information regarding the construction period is used to schedule monitoring or visits. An updated HUD 2880 form reflecting the participation of the contractor should be submitted when the construction contract has been executed.

If you have any questions or concerns, please contact me at (850) 717-8438 or via email at Brenda.Lovett@deo.myflorida.com.

Sincerely,

Brenda Lovett
Government Operations Consultant II
Disaster Recovery Initiative

Enclosures

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

Bidding Information and Contractor Eligibility

12/21/2012

Local Government: Leon CountyCDBG Contract #: 12DB-P5-02-47-01-K38

(SA 5)

Use a separate form for each prime contractor hired under the CDBG subgrant.

A construction contract is expected to be awarded to the contractor listed below. Please advise whether the prime contractor is identified on the List of Parties Excluded from Federal Procurement Programs.

Prime Contractor	Bid Amount	Bid Date	Wage Decision Information	
			Number	Modification
Name: North Florida Asphalt, Inc.	\$ 781,874.82	12/18/2014	FL 140164-5	
DUNS #: 59-3327393 362284069			FL	
Describe the construction work to be performed:				
Autumn Woods Stormwater Mitigation Project - The Autumn Woods subdivision is located in western Leon County. During periods of intense and prolonged rainfall, the neighborhood floods and passage along some of the roadways are severely limited. Following Tropical Storm Fay (TS Fay), the flooding in this neighborhood exceeded all previous levels. Parts of the neighborhood was submerged or damaged by the high flows. Construction work consists of improvements to the drainage system that will mitigate the type of flooding problems created by an intense storm.				
List any subcontractors that will be working under the prime contract:				
1) Gaines and Sons Striping Company	4) Slab Construction			
2) Florida Developers, Inc.	5)			
3) Suzanne Diambra Landscaping, Inc.	6)			
A. Is there additional work to be bid?			<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No	
B. Is contract award to the apparent low bidder?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	
C. After bid opening, was any bidder allowed to modify his bid, or was the project changed in any way?			<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No	
D. Was any bidder rejected or allowed to withdraw after bid opening?			<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No	
E. If there is only one bid, is it within the estimate or do the files document that the bid is reasonable?			<input type="checkbox"/> Yes <input type="checkbox"/> No* <input checked="" type="checkbox"/> N/A	
F. Has the prime contractor documented efforts to obtain minority and women subcontractors as required by 24 CFR 85.36(e)(2)(vi)? (Documentation of efforts must be retained in project files for review and reporting purposes.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	
G. Did any party (bidder, sub, or supplier) file a protest? (Subgrantees must have written protest procedures.)			<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No	

* For these situations, please provide details on a separate sheet of paper. It is recommended that the subgrant administrator discuss this with CDBG staff before the contract is awarded to ensure compliance with procurement regulations.

Don Lanham, AICP
Name


Signature

12/29/2014
Date

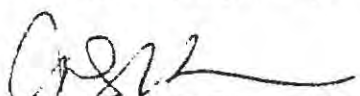
Department of Economic Opportunity – Small Cities Community Development Block Grant Program Form SC-37

**Certification Regarding
Debarment, Suspension, And Other Responsibility Matters
Primary Covered Transactions**

12/21/2012

Recipient: Leon CountyContract Number: 12DB-P5-02-47-01-K38 ✓ (SAS)Name of Company Selected as a Prime Contractor: North Florida Asphalt, Inc.DUNS Number: 59-3327393 362284069*Boett 12/29/14*

- 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 proposal 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 the 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


 Authorized Signature

12/29/14
 Date

Angela B. Harrell
 Name Typed

Vice-President
 Title

2908 Plant Street
 Street Address

Tallahassee, Florida 32304
 City, State, Zip

 2014 DEC 29 AM 11:39
 CDD

(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)



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 - [Exclusions](#)
 - [Active Exclusions](#)
 - [Inactive Exclusions](#)
- [Excluded Family Members](#)

RETURN TO SEARCH

NORTH FLORIDA ASPHALT INC 2908 PLANT ST
 DUNS: 362284069 CAGE Code: 3Y9G7 TALLAHASSEE, FL 32304-4420
 Status: Expired UNITED STATES
 Expiration Date: 02/02/2012
 Purpose of Registration: Cannot be determined

Entity Overview

Entity Information
Name: NORTH FLORIDA ASPHALT INC Business Type: Business or Organization POC Name: None Specified Registration Status: Expired Activation Date: N/A Expired On: 02/02/2012
Exclusions Active Exclusion Records? No ✓

(PRIME)

SAM | System for Award Management 1.0

IBM v1 P 23 20141126-1047

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**Leon County
Board of County Commissioners**


Notes for Agenda Item #30

Leon County Board of County Commissioners

Cover Sheet for Agenda #30

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to Advon Corporation in the Amount of \$312,940 for the Window Replacement at the Sheriff Administration Building Phase II

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Department of Public Works Tom Brantley, P.E., Director, Division of Facilities Management
Lead Staff/ Project Team:	John Ward, Project Manager II, Facilities Management

Fiscal Impact:

This item has been budgeted in FY 14/15 and funding is available.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to Advon Corporation in the amount of \$312,940 for the Window Replacement at the Sheriff Administration Building Phase II (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

The current window seals installed at the Sheriff Administration building located at 2825 Municipal Way require replacement. Many of the windows are fogging and have formed condensation between the glass layers. During Phase I of this project, in FY13/14, thirteen sets of windows were removed and replaced. Observations at this time revealed the need to remove and replace the remaining windows within the building envelope. Phase II project includes the replacement of 129 windows, including the EIFS barrier system, which is failing due to moisture intrusion and deterioration that includes cracking of exterior façade that will require sub-surface repairs prior to re-painting of the building.

Analysis:

Bid Number BC-12-18-14-14 was advertised locally on November 14, 2014 and 578 vendors were notified through the automated bid system. A total of 43 vendors requested bid packages, which resulted in four bid statements. The bids were opened on December 18, 2014. The bid tabulation sheet is included as Attachment #2. Advon Corporation was the lowest bidder, in the amount of \$312,940.

The MWSBE Division reviewed the M/WBE Participation Plans for the four firms submitting bids to determine if the 17% MBE and 9% WBE Aspirational Targets were achieved for the window replacements for the Sheriff's Administration building. The lowest bidder, Advon Corporation, did not meet the MBE Aspirational Target; however, their Good Faith Effort form was completed. The MWSBE Statement is included as Attachment #3 and reflects a commitment of 10.35% MWBE inclusion for the project. The remaining three bidders provided 0% M/WBE participation.

Due to uncertainties that exist with wall conditions, which cannot be verified prior to window removal, and based upon issues found during the Phase I replacement of windows, staff requests up to a 25% contingency to be reserved for possible change orders that may be involved in the work and any unforeseen setbacks that may occur. Change orders under this Agreement will be processed and approved through the Purchasing Office and executed by the Public Works Director. Not having adequate capital reserves for any "hidden conditions" could result in job delays and delay damage claims from the contractor. All funds are currently budgeted in the adopted CIP.

Title: Approval of Agreement Awarding Bid to Advon Corporation in the Amount of \$312,940 for the Window Replacement at the Sheriff Administration Building Phase II

January 27, 2015

Page 3

Options:

1. Approve the Agreement awarding bid to Advon Corporation in the amount of \$312,940 for the window replacement at the Sheriff Administration Building Phase II (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Advon Corporation in the amount of \$312,940 for the window replacement at the Sheriff Administration Building Phase II.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Agreement
2. Bid Tabulation Sheet
3. MWSBE Statement

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and ADVON CORPORATION, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County Envelope Repairs to the Sheriff's Administration Building in accordance with: 1) Leon County Sheriff's Office - Envelope Repairs, Bid# BC-12-18-14-14 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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 performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred and fifty (150) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, but as liquidated damages, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services.

6. PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Jeff Williams
Street Address: 1907 S. Monroe St
City, State, Zip Code Tallahassee, FL 32301
Telephone: 850-606-5000
E-mail: Williamsje@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code
Telephone:
E-mail:

C. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

7. STATUS

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

8. INSURANCE

Contractor shall 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations; a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits 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.

B. 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.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as 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.
 - b. 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.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. 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.
2. 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.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. 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.

F. 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.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically outlined by Leon County.

10. LICENSES

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

11. ASSIGNMENTS

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

12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

- d. 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.
- e. 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 Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. 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 Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

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 Agreement. 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 Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

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

17. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. 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.

18. NON-WAIVER

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

19. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

20. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

21. VENUE

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

22. CONSTRUCTION

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

23. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A - Solicitation Document
Exhibit B - Vendor Response
Exhibit C - Tab Sheet

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

ADVON CORPORATION

By: _____
President or designee

Title: _____

Date: _____

DRAFT

Bid Title: Leon County Sheriff's Office – Envelope Repairs
Bid No: BC-12-18-14-14
Opening Date: December 18, 2014 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. _____
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid 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).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

PURPOSE:

Leon County is seeking the services of a qualified vendor to perform water intrusion damage and envelope repairs to the Leon County Sheriff's Administration building, 2825 Municipal Way, Tallahassee, Florida. All work performed shall be in accordance with plans and specifications developed by Architects: Lewis + Whitlock, dated July 7, 2014.

This project consists of demolition, mold mitigation, 114 window replacements, 1 door replacement, and finish work to present a complete and finished product ready for owner occupancy when complete or in phase sections as agreed upon during the pre-construction meeting.

There will be limited use of project site for construction and owner shall occupy the building during the entire phase of construction except those areas under immediate construction.

Background checks will be performed on all contracted personnel that must enter the premises.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests 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 issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
November 17, 2014	Release of the ITB
December 3, 2014 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Sheriff's Administrative Office, 2825 Municipal Way, Tallahassee, FL
Not later than: December 8, 2014 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: December 18, 2014 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall 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.

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 who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid 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 bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking 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.

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders 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 through the Purchasing Division may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid 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. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders 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. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, 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 to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder 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 bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. 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."

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. 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:
 - 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 under utilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

Respondent **must complete** and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to

the aspirational Target.

- c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets: Minority Business Enterprise - 17%
 Woman Business Enterprise - 9%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):
 - 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
 - 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
 - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.

- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

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 origin, 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.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. 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 in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, 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 article, shall be given a preference in the amount of five percent of the bid price.
 - 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 of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. 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 the 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 bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of 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 bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders 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. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and

Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and 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 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.
- 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.

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. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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.

AGREEMENT:

After the bid 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 bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

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.

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 document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has

implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

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, 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.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 2013.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred and fifty (150) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

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& 2 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.

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.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, 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.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

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.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

ASSIGNMENT

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

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the

Board's purchasing activity.

7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations

DRAFT

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY _____
(Firm Name)

(Authorized Representative)

(Printed or Typed Name)
ADDRESS _____

EMAIL ADDRESS _____
TELEPHONE _____
FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

BASE BID TOTAL: _____

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY Advon Corporation
(Firm Name)
[Signature]
(Authorized Representative)

ADDRESS Bill Graham
(Printed or Typed Name)
1300 Timberlane Road
Tallahassee, FL 32312

EMAIL ADDRESS estimating@advonconstruction.com

TELEPHONE 850-727-7626

FAX 850-807-2529

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 09 DEC 2014 Initials Biq

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

\$ 312,940
~~\$ 292,940~~ WAG
BASE BID TOTAL: _____

UNIT PRICE FFIS: \$20⁰⁰/SF

**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: Advon Corporation

Signature: [Signature] Title: President

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 18th day of December, 2014.

Personally known Bill Graham

[Signature]
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of Florida

Personally Known My commission expires: May 5, 2018
(Type of identification)



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.**

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Advon Corporation

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County"

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as "Good Faith" and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - ☐ a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - ☐ b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the

aspirational Target.

- ☐ c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- ☐ d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- ☐ e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- ☐ f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- ☐ g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- ☐ h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

Please refer to attached spreadsheet for documentation of all activities regarding the

Good Faith Efforts made for this bid.

2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Leon County Sheriff's Office - Envelope Repairs

Bid No: BC-12-18-14-14

Opening Date: December 18, 2014 at 2:00 PM

SECTION 3 - RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a. MARCO'S MASONRY	TALLAHASSEE	519. 7007	H	\$ 24,675	DEMOLITION
b. A.T. HOME CONTRACTORS	TALLAHASSEE	386. 4008	F	\$ 7,700	GYP. BOARD ASSEMBLIES
c.					
d.					
e.					
f.					
Total Bid Amount \$ 312,940 W44 292,940		Total MWBE Participation \$ 32,375		MBE Participation % 0 WBE Participation % 2 (MBE or WBE Participation \$ Total Bid \$)	

¹ Certification Attach and submit a copy of each MBE and WBE certification with the proposal.
² Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.

Bid Title: Leon County Sheriff's Office - Envelope Repairs
 Bid No: BC-12-18-14-14
 Opening Date: December 18, 2014 at 2:00 PM

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. FUECK	TALLAHASSEE	671.2230	\$ 27,200	EPIS
b. POINTS GLASS	TALLAHASSEE	980.1379	\$ 119,904	GLAZING
c. UNIVERSAL	TALLAHASSEE	745.8791	\$ 53,050	PANTING
d.				
e.				
f.				
g.				
h.				
i.				

ADVON CORPORATION-Bid Title: Leon County Sheriff's Office Envelope Repairs

Table of Contents - SECTION 2 - GOOD FAITH EFFORT

A. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared B or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied

- ***Please see attached invitation to bid that was emailed on 12/08/14.***
- ***Please see attached Addendum Notification that was emailed on 12/12/14.***

B. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

- ***Please see attached spreadsheet that includes the day the MWBE's were emailed the invitation to bid and the day a follow-up call was made.***

C. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.

- ***Please see attached spreadsheet that includes the days and methods the Leon County MWBE office was contacted.***

D. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.

- ***Please see attached spreadsheet that includes the day the MWBE's were emailed the invitation to bid and the day a follow-up call was made.***

E. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

- ***Please see attached spreadsheet that includes the day the MWBE's were called.***

F. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.

- ***Please see attached Invitation to Bid that provided a link with a username and password where the MWBE's could access project information which included specifications, drawings and other Bid/RFP related items.***

G. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.

- ***Please see attached spreadsheet that includes the days and methods the Leon County MWBE office was contacted.***

H. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.
Please provide details below.

- ***See attached spreadsheet documenting additional efforts to meet the aspirational targets.***

Company Name	First	Last	Phone	Fax	Email	SBE Type	Initial Contact	Follow up	Sending Quote	Received Quote
Minority, Women & Small Business Enterprise Division	Shanna	Wilks	850-806-1688	850-806-1681	WILKSSH@LEONCOUNTYFL.GOV		12/4: Called Division (telephone 850-806-1650) spoke with Lamond. Asked for a current MWBE list for the City/County in order to maximize participation from MWBE Subcontractors in Tallahassee for the Sheriff's Office Envelope Repairs. Lamond said he would email a list to estimating@advnconstruction.com tomorrow (12/5); however, he called back after the same day and explained how to pull the information directly from the website.	12/16: Called Ms. Wilks to convey concerns about getting enough bids to meet aspirational goals.	NA	NA
911 Direct Holdings, LLC	Robert	Pough	850-386-3002	850-386-3190	rpough@911direct.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, demolition, shovels, gypsum, painting	Yes	NO
A-Minority Construction, LLC	James W.	Green	850-519-8050	850-576-3085	aminorityconstructionllc@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, requested the invitation be resent by email and fax. 12/15/14: Resent email to amcnlr@gmail.com and fax 850-385-6817		NO
A.T. Home Contractors, Inc.	Alison	Denny	850-386-4008	850-386-5008	info@athometallahassee.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.	Yes	Yes
Abbey Concrete, Inc.	Maxine A.	Whinnett	850-321-9663	850-212-7430	abbeyconcrete@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Accent Office Interiors, Inc.	Mary D.	Wigus	850-386-5201	850-386-1615	md@accentoffice.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
All Pro Asphalt & Construction	Jessie	Davis	850-241-2876	305-721-1550	asphaltapro@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Possibly bid the demolition		NO
Amold's Roofing Enterprises, Inc.	Terry B.	Amold	850-942-9042	850-942-7247	tba3205@embarqmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Banneman Landscape, LLC	Linda	Hunklar	850-668-1189	850-668-0768	info@bannemanlandscape.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Big Bend Rebar, Inc.	Patricia Bates	Trotta	850-875-8000	850-875-8003	info@bigbendrebar.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
BKJ, Inc.	Bonnie	Johnson	850-524-3701	850-385-4826	bjohnson@bkj-archbuild.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will not be bidding the company is booked up.	NO	NO
Blue Chip Construction Company	William R.	Muldrow	850-933-7271	850-906-0539	william_muldrow@hotmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They might bid requested the invitation be resent. 12/15/14: Resent via email.		NO
Blue Sky Landscaping and Design	Travis X.	Mitchell	850-228-3558		blueskyid1@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Bowman Promotional Specialties	Kristine	Bowman	850-906-0811	850-906-0812	info@bowmanpromo.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
Brick Mason Industries, Inc.	Josephine	Cannella-Krehl	850-653-6928		brickmasonindustries@gmail.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
C. B. Construction, Inc.	Chad	Banks	850-566-0941	850-385-2749	cbbanks4@embarqmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They might bid		NO

Company Name	First	Last	Phone	Fax	Email	MBE Type	Initial Contact	Follow up	Sending Quote	Received Quote
Calvin Robinson Repair, Inc.	Calvin	Robinson	850-544-0323	850-827-3232	robinson_repair@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, bidding the painting requested the invitation be resent. 12/15/14: Resent via email.	Yes	NO
Capital City Contracting, LLC	Mario	Moore	850-907-1220	850-421-2503	capcitycontracting@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Carlton McWhite, LLC	Carlton	McWhite	850-566-9166		mcwhitecarlton@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail. 12/11/14: Called back to say plan on bidding demolition and painting.	Yes	NO
Clear View Coatings	Claudine	Vieux	850-273-1623		viewcoatings@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Competitive Electric, Inc.	John	Austin	850-508-0942	850-599-3938	johnf.austin@famu.edu	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
Concrete Services Unlimited, Inc.	Calvin	Singleton, Jr.	850-514-5380	850-514-5381	cj@concreteservicesunlimited.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Council Contracting, Inc.	Winnie P.	Council	850-878-7159	850-942-5327	councilcci@aol.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will not be bidding this project.	NO	NO
CSI Contracting, Inc.	Sabrina	McMillan	850-875-1471	850-827-9673	sm@csi-contracting.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will not be bidding this project.	NO	NO
Data Set Ready, Inc.	Garry D.	Simmons	850-668-3282	850-536-0010	garry@datasetready.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Would bid if there was electrical work but there is not any electrical scope for this project.	NO	NO
DeLacy Farm Sod, Inc.	Lynda	Pickles	850-539-5008	850-539-0127	delacyfarmsod@yahoo.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Dupont Trucking, Inc.	Nathaniel	Dupont	850-251-4270	850-875-9583	janeymbd@msn.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Eddie Nathan Painting, Inc.	Eddie	Nathan	850-264-5568	850-562-9627	eddienathan@comcast.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid painting.		NO
Emerc Engineering			850-264-4940		mjcmcheng@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
Empire Construction & Fencing, LLC	Shelia	Highlower	850-997-2852	850-997-3515	empireconstruction.fence@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Environmental & Geotechnical Specialties, Inc.	Judith	Hayden	850-386-1253	850-385-8050	judy.hayden@egs-us.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No, they do work during the design phase only.	NO	NO
Final Touch Services, LLC	Antonio	Richardson	850-212-9770	850-692-3885	ftsllc@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will fax reply later today to let Advon know if they will bid. 12/16/14: Did not get a reply so called to follow up. They will not be bidding company has other work that conflicts.	NO	NO
Fitzgerald Collaborative Group, LLC	Darrell	Fitzgerald	214-368-1201	214-593-3994	darrell@fc-groupllc.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Florida Developers, Inc.	Frank	Williams	850-224-6002	850-222-8010	frank@fidevelopers.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Florida Environmental & Land Services, Inc.	Elva	Peppers	850-385-8255	850-385-8355	elvapeppers@fetsl.org	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
Florida Transportation Engineering, Inc.	Ravi	Devaguptapu	813-989-0729	813-989-0731	ravi@fteinc.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Fred Smith Masonry	Fred	Smith	850-877-2725	850-877-0749		MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Gaines and Sons Striping, Inc.	Willie J.	Gaines	850-893-4084	850-668-7798	gainesandsons@hotmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO

Company Name	First	Last	Phone	Fax	Email	SBE Type	Initial Contact	Follow up	Sending Quote	Received Quote
H & S Services of N. FL, Inc.	Reginald G.	Hall	850-544-0034	850-383-8881	mracleys@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid - Only does landscaping.	NO	NO
Hale Contracting, Inc.	Christi	Hale	850-575-2506	850-575-0836	c.hale@halecontracting.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid - Only does site work.	NO	NO
Hayes E-Government Resources, Inc.	Karen	Martinoff	850-297-0551	850-297-0644	cwilliams@hcs.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
HSA Consulting Group, Inc.	Gay H.	Smith	850-309-7510		cwelsh@hsa.cc	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company does traffic engineering and surveying - No scope to bid for this project.	NO	NO
Hunter General Contractors, LLC	Brian	Hunter		407-350-3328	bhunter@huntercontractors.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, requested the invitation be resent by email. 12/15/14: Resent invitation via email.	YES	NO
Hydra Engineering & Construction, LLC	Leslie	Hope	850-926-2593	850-926-9257	leslie@hydraec.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid some of the work requested invitation be resent. 12/15/14: Resent invitation via email.		NO
Ideal Steel Erection	Kennon	Brinson	850-284-5312		idealsteelerrection@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company does concrete reinforcement - No work to bid.	NO	NO
Ingram Signalization, Inc.	Traci	Ingram Gay	850-433-8266	850-434-2816	ajl@ingramcorp.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Wrong number.		NO
Ironwood Construction Company, Inc.	Joseph (Polo)	Lacayo	850-539-8888	850-539-6413	placayo@ironwoodconstruction.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
J. R. L. Contracting, LLC	Shannon	Abbott	850-509-5241		contractinggirl@gmail.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company is no longer in business.	NO	NO
J.L. Wilson & Son Painting, LLC	Jimmie L.	Wilson	850-575-3535	850-575-3448	jimmwils@cs.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They had problem seeing the specifications requested the documents be resent. 12/15/14: Resent invitation via email.		NO
JACKSON-COOK, LC	Nancy	Williams	850-576-4187	850-575-0791	nwilliams232@comcast.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will bid some of the work. Requested the invite be sent again. 12/15/14: Resent invitation via email.	YES	NO
JD James, Inc. d/b/a Nature Bridges	April	James	850-997-8585	850-385-3493	april@naturebridges.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid some of the work and requested invitation be sent to another email address (jim@naturalbridges.com). 12/15/14: Resent invitation to new email.		NO
Jeff's Concrete Enterprises, Inc.	Leonard P.	Jefferson	850-575-9268	850-574-0410	jjefferson1a@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, no voice mail.		NO
Kaiser Kane, Inc.	Melissa	Oglesby	850-567-2425	866-306-9995	melissa@kaiserkane.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Not bidding right now.	NO	NO
Kameleon Press, Inc.	Kelly	Rysavy	850-568-2522	850-568-2522	lkrysavy@yahoo.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company prefers small painting jobs so will not bid this project.	NO	NO
Kamryn Construction, LLC	Franklin K.	Brown	850-294-9868	850-364-1453	kevin@kamryncds.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Lennox Martin Builders Florida, Inc.	Lisa	Knighten	904-671-4741		lisa@lennoxmartin.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, they are already working on the quote.	Yes	NO
Lithohaus Printers, Inc.	Dianne P.	Nagle	850-671-6600	850-671-2770	print@lithohaus.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer no voice mail.		NO
LMCC Specialty Contractors d/b/a Mims Construction, Inc.	LYNDELL	Mims	407-582-0707	407-290-1217	lynn@mimsconstruction.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO

Company Name	First	Last	Phone	Fax	Email	MBE Type	Initial Contact	Follow up	Sending Quote	Received Quote
Lockwood Construction Company, LLC	Richard	Lockwood	850-508-1333		lockwoodconstruction@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Magnolia Engineering, LLC	Carmen	Green	850-385-0203	850-385-0203	manager@magnoliaengineering.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid; company does construction and soil testing.	NO	NO
Manhattan Trucking, LLC	Michael	Hatten	850-888-4164	850-627-7079	manhattentrucking@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid; company does hauling.	NO	NO
Marco's Masonry & Concrete, LLC	Marco A.	Mejia	850-443-4429		mfiorito13@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
MERIT ENTERPRISES LLC	Angela	Amette	850-259-1669	850-424-6614	angeli71@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Metal Fabrication & Sales of Tallahassee	Stephanie	Turner	850-205-2300	850-205-2302	metalfab@comcast.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will not be bidding; company does structural steel and metal architecture.	NO	NO
Mettron Contracting, Inc.	Sharen	Hannah		407-313-0757	mettroncont@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They do plumbing; No scope to bid.	NO	NO
Mihir Envrionics, Inc.	Ajay	Thakkar	850-422-1255	850-422-1866	ajay@mihirenvrionics.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Consulting and testing company and will not be bidding this project.	NO	NO
MLP Tractor Work, LLC	Mike	Pickett	850-510-5949		mpicklamu@hotmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will be bidding some work and requested the invitation be emailed again. 12/15/14: Resent invitation via email.	Yes	NO
Mooney Container Service, Inc.	Lisa A.	Mooney	850-877-9477	850-942-0975	lmooney45@centurylink.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will be bidding some work and requested the invitation be emailed again. 12/15/14: Resent invitation via email.	Yes	NO
Moore Bass Consulting, Inc.	Karen	Bass	850-222-5678	850-224-5015	kbass@moorebass.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid - civil engineering company.	NO	NO
National Flooring Specialist, Inc.	Terry	Simpkins	850-997-4782	850-201-0538	terry@nationalflooringinc.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will bid project if there is flooring and asked for the invitation to be resent. 12/15/14: Resent to Terry & added kelly@nationalflooringinc.com. 12/16/14: Called Kelly to follow up. No flooring to bid for this project.	NO	NO
Nature's Finest	Denis	Roberts	850-562-3960	850-536-0865	gas@naturesfinestpros.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Nova Materials, Inc.	Sue D.	Smith	850-562-7338	850-562-7330	wssmith5@aol.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
O'Neal Surveying & Mapping, Inc.	Mary E.	O'Neal	850-270-2138	850-270-2138	mary@osmse.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
P & P Lawn and Landscaping, Inc.	Herbert L.	Pompey	850-322-3621		pandplawmandlandscaping@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
P & T's Landscaping and Lawn Maintenance, Inc.	Francisco	Jimenez	850-510-4576	850-627-0900	panchojimenez47@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid for this project; company does landscaping.	NO	NO
Palmetto Security Services, LLC	Brian A.	Boulware	850-329-6596	901-328-1850	brian@pssoffl.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Panther Creek Sod Farms, LLC	Catherine	Speidel	850-878-5974		sod@panthercreeksodfarms.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid on this project; company does sod only.	NO	NO
Peace Landscaping Lawn Service	Christa	Peace	850-363-3307		peacelandlawn@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They only do lawn service work; no bid.	NO	NO

Company Name	First	Last	Phone	Fax	Email	MBE Type	Initial Contact	Follow up	Sending Quote	Received Quote
Persica Landscaping Co., Inc.	Ashle	Karimpour	850-422-0002	850-422-1499	ashle@persica.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Tried a couple of times but call would not go through.		NO
Pinnacle Construction Support Group, LLC	Cory C.	McFarlane	850-412-9387	850-412-9388	ap@pinnaclecs.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They might bid and requested the invitation be sent to shepards@pinnaclecs.com. 12/15/14: Resent via email.		NO
Poole Engineering & Surveying, Inc.	Kim L.	Lee	850-366-5117	850-365-0633	kim@poole-eng.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. A civil engineering and audit company; no work to bid on this project.	NO	NO
Pope Environmental, Inc.	Nancy	Isenberg	850-942-2341	850-942-7289	nisenberg@popeenvironmental.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. There is no environmental scope so company will not be bidding.	NO	NO
Professional Electrical Systems, Inc.	Victor	Roberts	850-421-7148	850-421-6893	pestr@comcast.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No electrical work to bid but they requested the invitation be resent. 12/15/14: Resent invitation via email.	NO	NO
RDS Drywall & Acoustics, LLC	Calvin L.	Sancho	850-402-0399	850-402-0399	sanch9755@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Renitta Knight Construction, LLC	Renitta	Knight	850-591-3750	877-672-6045	gcnenees5235@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
RMK Geospatial, LLC	Rudolphe	Konou	850-294-4084		rpmkonou@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No bid; Company is booked up until 2015.	NO	NO
Roderick Wilson Painting, Inc.	Roderick	Wilson	904-859-3990		roderickwilson2616@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will be bidding the painting and requested the invitation be emailed to a different address (roderickwilson@centurylink.net). 12/15/14: Resent invitation via email.	Yes	NO
Service Keepers, Inc. d/b/a LawnKeepers	Hurbert L.	Roberts	850-321-3545	850-878-3625	hurbble1@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No bid; Company does landscaping and lawn care only.	NO	NO
Seven Hills Commercial Cleaning & Painting, LLC	Raymond	Mathews	850-322-2108	850-270-9864	raymathewsjr@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail. 12/18/14: Called back but does not have time to put a bid together.	NO	NO
Shaffield Building Specialties, Inc.	Cynthia	Shaffield Knox	850-553-4840	850-668-2056	cynski@shaffieldbuilding.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Sistas & Family Exquisite Lawn Care	Susan	Torres	850-559-7724	850-877-4095	sistasandfamily@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. A landscaping company so no work to bid on this project.	NO	NO
* Solomon Painting and Pressure Washing Services	Solomon	Ford	850-264-2823	850-877-7052	solomonpainting@comcast.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will bid painting scope. Requested the invitation be emailed again. 12/15/14: Resent via email.	Yes	Yes *
Southeast GeoGroup, Inc.			850-745-4575	850-385-0203	carmen@segeogroup.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Spectra Engineering & Research, Inc.	Peter	Okonkwo, P.E.	407-951-8844	407-951-8845	spectra@spectraengr.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid because they are civil and surveying company.	NO	NO
Suzanne Diambra Landscaping, Inc.	Suzanne	Smith	850-222-8868	850-222-9575	suzannediambra@aol.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Tallahassee Welding & Machine Shop, Inc.	Allison	Small	850-576-9596	850-575-9598	asmall@tallawelding.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will be bidding this project and asked for the invitation to be sent to smith@tallawelding.com. 12/15/14: Resent invitation via email.	Yes	NO

Company Name	First	Last	Phone	Fax	Email	SBE Type	Initial Contact	Follow up	Sending Quote	Received Quote
The Finishing Touch of North Florida, LLC	James	Marshall	850-591-8487	850-514-1909	finishing_touch_llc@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer and voice mailbox was full.		NO
Tippy Amick Training, LLC	Tippy (Sarah)	Amick	950-521-2984	123-456-7890		WBE	12/04/14 @ 3:24 PM: Emailed invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer no voice mail.		NO
TKW Consulting Engineers, Inc.	Trudi K.	Williams	239-278-1992	239-278-0922	trudi.williams@tkwonline.com	WBE	12/04/14 @ 3:24 PM: Emailed invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They are civil and environmental company and there is no scope to bid in these areas.	NO	NO
True Lawn Care & Landscaping, LLC	Charles D.	Whitfield	850-364-3431		dejuanwhitfield@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Only does lawn service so no bid.	NO	NO
Unique Concrete Construction, LLC	Melvin	Footman	850-656-3359	850-656-1899	melvin11@embarqmail.com	MBE	12/04/14 @ 3:24 PM: Emailed invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid if there is some concrete work to perform.		NO
Unlimited Dirt Works, LLC	Hannah	Sorensen	850-508-7816		unlimiteddirtworks@gmail.com	WBE	12/04/14 @ 3:24 PM: Emailed invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid the demolition scope and for the invitation to be email again. 12/12/14 & 12/15/14: Resent invitation via email.		NO
World Over Electric, LLC	Lorenza	Richardson	850-264-2961		woelectric@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will bid any electrical work but there is no electrical work to bid on this project.	NO	NO

* Soloman's bid was \$99,500. We gave him opportunity to match low bid but he could not.

Generated from the B2Gnow System.

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: _____

Bill Graham
President

Firm: _____

Advon Corporation

Address: _____

1300 Timberlane Road, Tallahassee, FL 32312

DRAFT

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:


- 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 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 bid, the employees 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 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 assistance or rehabilitation program if such is available in the employee's community, by 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 the following:

(Check one and sign in the space provided.)

☒ This firm complies fully with the above requirements.

☐ This firm does not have a drug free work place program at this time.


Bidder's Signature **Bill Graham**

President
Title

18 December 2014
Date

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Commercial General
Liability:

Indicate Best Rating:

A+

Indicate Best Financial Classification:

XV

Business Auto:

Indicate Best Rating:

A+

Indicate Best Financial Classification:

XV

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Indicate Best Rating:

A

Indicate Best Financial Classification:

VII

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☒ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

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.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Bill Graham
Typed or Printed


Signature 

Date 18 December 2014

Title President
(Company Risk Manager or Manager with Risk Authority)

**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 judgement 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 **Bill Graham**

President

Title

Advon Corporation

Contractor/Firm

1300 Timberlane Road, Tallahassee, FL 32312

Address

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

- a. "Local business" shall mean a business which 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.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- ☒ Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
- ☐ Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY Advon Corporation
(Firm Name)

(Authorized Representative)
Bill Graham, President
(Printed or Typed Name)

DATE 18 December 2014

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: <u>Advon Corporation</u>	
Current Local Address: <u>1300 Timberlane Road, Tallahassee, FL 32312</u>	Phone: <u>850-727-7626</u> Fax: <u>850-807-2529</u>
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: <u>Same as above</u>	Phone: Fax:


18 December 2014

Signature of Authorized Representative Bill Graham
Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 18th day of December, 20 14
By Bill Graham, President of Advon Corporation


(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida Corporation, on behalf of the corporation. He/she is personally known to me

(State or place of incorporation)

or has produced Personally Known as identification.




 Signature of Notary

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

Advon Corporation
(Name of Corporation, Partnership, Individual, etc.)

a General Contractor, formed under the laws of Florida
(Type of Business) (State or Province)

of which he/she is President
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

[Signature]
AFFIANT'S NAME

Bill Graham
President
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 18th Day of December, 2014.

Personally Known Personally Known Or Produced Identification

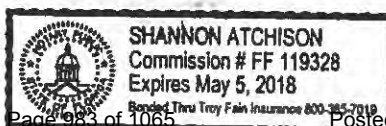
Type of Identification

[Signature]

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: May 5, 2018



CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: Advon Corporation	
Street Address: 1300 Timberlane Road	
City, State, Zip: Tallahassee, FL 32312	
Taxpayer ID Number: 27-1623997	
Telephone: 850-727-7626	Fax: 850-807-2529
Trade Style Name: General Contractor	

TYPE OF BUSINESS ORGANIZATION (check one)

	Sole Proprietorship		Limited Liability Company
	General Partnership		Joint Venture
	Limited Partnership		Trust
	Corporation		Other (specify)
X	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: 07 December 2009

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
Bill Graham	President	850-727-7626	bgraham@advonconstruction.com
Scott Brooks	Vice President	850-727-7626	sbrooks@advonconstruction.com

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: William G. Graham	
License Type: General Contractor	
License Number: CGC026737	Expiration Date: 31 August 2016
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	McGriff, Seibels & Williams, Inc.
Contact's Name	Mark Edwards
Telephone	205-252-9871
Fax	205-581-9463
Address	2211 7th Avenue South Birmingham, AL 35233


Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$): \$2,400,000	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)
---	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 18th DAY OF December, 20 14.

By:  Title: President

Printed Name and Title: Bill Graham, President

DRAFT



ADVON CORPORATION
WILLIAM GRAHAM
4531 ARGYLE LN
TALLAHASSEE FL 32309

Account Number: 75521
RECEIVED

SEP 17 2014

ADVON CORPORATION

The Business Tax Certificate for tax year 2015 is attached below.

This certificate expires September 30th, 2015.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2014-15

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE
LOCAL BUSINESS TAX RECEIPT

2014-15

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: ADVON CORPORATION
Location 1300 TIMBERLANE RD
Address: TALLAHASSEE FL 32312

Account Number: 75521

Type Code	Sub Code:	Type Description:
150	a	Contractor - Class A General

ADVON CORPORATION
WILLIAM GRAHAM

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. Change of location, place of doing business or any other change as well as a change in ownership requires a transfer. (See reverse side.)



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Attachment #1
Page 50 of 53

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

GRAHAM, WILLIAM G
ADVON CORPORATION
4531 ARGYLE LN
TALLAHASSEE FL 32309

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC026737

ISSUED: 08/25/2014

CERTIFIED GENERAL CONTRACTOR
GRAHAM, WILLIAM G
ADVON CORPORATION

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date AUG 31, 2016 L1408250001877

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC026737

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



GRAHAM, WILLIAM G
ADVON CORPORATION
4531 ARGYLE LN
TALLAHASSEE FL 32309



State of Florida

Department of State

I certify from the records of this office that ADVON CORPORATION is a corporation organized under the laws of the State of Florida, filed on December 8, 2009, effective December 7, 2009.

The document number of this corporation is P09000099097.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 13, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2014*



Ken Dietzner
Secretary of State

Authentication ID: CC6582877557

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-12-18-14-14**

Attachment #2
Page 1 of 2

Bid Title: Sheriff's Office Envelope Repairs

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	Adoron	Albritton/Williams	Oltner/Sperry
Manual Signature	✓	✓	✓
Addendum #1	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
MWSBE	✓	✓	✓
EEO	✓	✓	✓
Tie Bid	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Certification of trades	✓	✓	✓
Bond	✓	✓	✓
Bid Total	312,940.00	400,000.00	321,792.00
No Bid Document			

Tabulated By: _____

Tom Kirkland

[Signature]

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-12-18-14-14

Attachment #2
Page 2 of 2

Bid Title: Sheriff's Office Envelope Repairs

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	Ram Const.		
Manual Signature	✓		
Addendum #1	✓		
Affidavit of Immigration	✓		
MWSBE	✓		
EEO	✓		
Tie Bid	✓		
Insurance	✓		
Certificate Debarment	✓		
Certification of trades			
Bond	✓		
Bid Total	369,000.00		
No Bid Document			

Tabulated By: Jim Koutthul

[Signature]

BOARD OF COUNTY COMMISSIONERS

Attachment #3
Page 1 of 2

Inter-Office Memorandum

Date: December 24, 2014

To: Jeff Williams, Facilities Superintendent
Department of Facilities Management

From: Shanea Y. Wilks, Director
Minority, Women, & Small Business Enterprise (MWSBE)
Office of Economic Vitality

Subject: MWBE Analysis for the Sheriff's Office – Envelope Repairs Project (BC-12-18-14-14)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans for four (4) firms to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Sheriff's Office – Envelope Repairs Project.

The submitted MWBE Participation Plans for each bidder are as follows:

Advon Corporation did not meet the MBE Aspirational Target for Construction Subcontracting; however, the Good Faith Effort Form was completed as required. The MWBE firms listed below are the firms **Advon Corporation** intends to utilize on this project.

Total Bid Amount	\$312,940				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization
Marco's Masonry	Hispanic American	Leon County	Demolition	\$24,675	7.88%
A.T. Home Contractors	Non-Minority Female	Leon County	Gypsum Board Assemblies	\$7,700	2.46%
Total MWBE Dollars					32,375
Total MWBE Utilization Percentage					10.35%

OliverSperry Renovation & Construction did not meet the MBE Aspirational Target for Construction Subcontracting; however, the Good Faith Effort Form was completed as required. The MWBE firms listed below are the firms **OliverSperry Renovation & Construction** intends to utilize on this project.

Total Bid Amount	\$321,790				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization
No MWBE Vendors Identified for Inclusion	N/A	N/A	N/A	\$0	0%
Total MWBE Dollars					\$0
Total MWBE Utilization Percentage					0%

RAM Construction & Development, LLC did not meet the MBE Aspirational Target for Construction Subcontracting; however, the Good Faith Effort Form was completed as required. The MWBE firms listed below are the firms **RAM Construction & Development, LLC** intends to utilize on this project.

Total Bid Amount	\$321,790				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization
No MWBE Vendors Identified for Inclusion	N/A	N/A	N/A	\$0	0%
Total MWBE Dollars				\$0	
Total MWBE Utilization Percentage				0%	

Albritton Williams, Inc. did not meet the MBE Aspirational Target for Construction Subcontracting; however, the Good Faith Effort Form was completed as required. The MWBE firms listed below are the firms **Albritton Williams, Inc.** intends to utilize on this project.

Total Bid Amount	\$321,790				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization
No MWBE Vendors Identified for Inclusion	N/A	N/A	N/A	\$0	0%
Total MWBE Dollars				\$0	
Total MWBE Utilization Percentage				0%	

**Leon County
Board of County Commissioners**


Notes for Agenda Item #31

Leon County Board of County Commissioners

Cover Sheet for Agenda #31

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Appointments to the Educational Facilities Authority and the Joint City/County Bicycle Workgroup

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Christine Coble, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Appoint Dennis Bailey to the Educational Facilities Authority.
- Option #2: Reappoint Clifford Scott Dudley and Bill Edmonds to the Joint City/County Bicycle Workgroup.

Report and Discussion

Background:

This agenda requests full Board appointments to the Educational Facilities Authority and Joint City/County Bicycle Workgroup.

Analysis:

Educational Facilities Authority (EFA)

Purpose: The purpose of the authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects, and for this purpose the authority is authorized and empowered as set forth in Chapter 243.22, Florida Statutes (Attachment #1).

Composition: There are seven members appointed by the full Board, with each member serving a term of five years. All members must be residents of Leon County. At least one must be a trustee, director, officer, or employee of an institution for higher education. Additionally, one County Commissioner, appointed by the full Board, serves as a liaison for a two-year term (currently, Chairman Lindley)

Vacancies: Ms. Liz Maryanski, the FSU representative, has accepted a position at a college in Georgia and has resigned from the EFA. Her term would have expired July 31, 2016. Staff has received an application from Mr. Dennis Bailey, Senior Associate Vice-President for Facilities at FSU (Attachment #2); therefore, Mr. Bailey meets the criteria of an "employee of an institution for higher education." Mr. Bailey would fill the unexpired term of Ms. Maryanski.

Table 2: Educational Facilities Authority

Vacancy	Applicant	Recommended Action
Liz Maryanski (<i>resigned</i>)	Dennis Bailey	Full Board to make appointment.

Joint City-County Bicycle Work Group

Purpose: The Board adopted an Enabling Resolution on June 26, 2012, creating the Joint City/County Bicycle Workgroup. The Workgroup provides recommendations (through the Planning staff) regarding proposed cycling-related projects, improvements, events, and ordinances, that are considered to be of community interest and for the betterment of the Tallahassee-Leon County community.

Composition: The Workgroup has 12 members; six members are appointed by the City Commission and six members are appointed by the Board. Members serving are representatives of cycle-related non-profit organizations, state/local agencies, bicycle groups, and local bicycle businesses (Attachment #3).

Vacancies: The terms of Clifford Scott Dudley and Bill Edmonds expired December 3, 2014. Both members are interested in reappointment and are eligible.

Table 2: Joint City-County Bicycle Work Group

Vacancies	Applicant	Recommended Action
Clifford Scott Dudley	Clifford Scott Dudley	Full Board to make reappointment.
Bill Edmonds	Bill Edmonds	Full Board to make reappointment.

Options:

1. Appoint Dennis Bailey to the Educational Facilities Authority.
2. Reappoint Clifford Scott Dudley and Bill Edmonds to the Joint City/County Bicycle Workgroup.
3. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Eligibility & Criteria – Educational Facilities Authority
2. Application – Dennis Bailey
3. Eligibility & Criteria – Joint City/County Bicycle Workgroup

Educational Facilities Authority

Responsibility:

The purpose of the authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects, and for this purpose the authority is authorized and empowered as set forth in Chapter 243.22, Florida Statutes.

Created By:

Chapter 243, Section 243.21, Florida Statutes

Resolution No. 90-42 , adopted Resolution (7/17/1990)

Appointments:

Seven members appointed by the full Board

One County Commissioner, appointed by the full Board, serves as a liaison for a two-year term

Terms:

Five Year Terms; Terms expire July 31. Number of terms is limited to no more than three consecutive terms specified. Vacancies filled for remainder of an unexpired term.

Eligibility Criteria:

All members must be residents of Leon County. At least one must be a trustee, director, officer or employee of an institution for higher education.

Schedule:

Quarterly (October, January, April, and July), or as needed.

Type of Report:

Within first 90 days of each calendar year, reports to the BCC its activities for the preceding calendar year

Contact Person/Staff:

STAFF:

Randy Guemple, Executive Director
P. O. Box 11154
Tallahassee, Florida 32302
850-228-3982 (Primary)
850-907-9734

Email: LCEFA9@gmail.com

Members:

Kellam, Bob	Begin Term: 9/2/2014 End Term: 12/31/2015 Type: one year	Original Date: 7/24/1990 <hr/> Appointed by: Board of County Commissioners	Non-voting Email: Icefa1@hotmail.com
Lindley, Mary Ann Board of County Commissioners	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: Board of County Commissioners	Notes: Board liaison Email: lindleyam@leoncountyfl.gov
Weil, Joe	Begin Term: 7/13/2010 End Term: 7/31/2015 Type: five years	Original Date: 7/13/2010 <hr/> Appointed by: Board of County Commissioners	Email: jw@nccetraining.com
Dallet, Patrick H.	Begin Term: 7/13/2010 End Term: 7/31/2015 Type: five years	Original Date: 11/19/2013 <hr/> Appointed by: Board of County Commissioners	Email:
Maryanski, Liz Assoc. V.P. FSU Student Affairs	Begin Term: 7/12/2011 End Term: 7/31/2016 Type: five years	Original Date: 7/22/1997 <hr/> Appointed by: Board of County Commissioners	Email: lizm@admin.fsu.edu
RESIGNED			
Tipton, Lynn S.	Begin Term: 7/10/2012 End Term: 7/31/2017 Type: five years	Original Date: 3/15/2011 <hr/> Appointed by: Board of County Commissioners	Email: ltipton@flcities.com
Billberry, Lori,	Begin Term: 2/26/2013 End Term: 7/31/2018 Type: five years	Original Date: 2/26/2013 <hr/> Appointed by: Board of County Commissioners	Email: lbillberry@talcot.com
Proctor, Thomas	Begin Term: 9/2/2014 End Term: 7/31/2019 Type: five years	Original Date: 9/2/2014 <hr/> Appointed by: Board of County Commissioners	Email:
Hilaman, William Raymond James & Associates	Begin Term: 6/24/2014 End Term: 7/31/2019 Type: five years	Original Date: 9/21/2004 <hr/> Appointed by: Board of County Commissioners	Email: William.Hilaman@ RaymondJames.com

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Dennis Bailey

Date: 10-Dec-2014

Home Phone: (850) 894-8510 Work Phone: (850)644-8136X

Email: dbailey@fsu.edu

Occupation: SR. ASSOC. VP FOR FACILITIES Employer: FSU

Preferred mailing location: Work Address

Work Address: MENDENHALL 116B

969 LEARNING WAY

City/State/Zip: TALLAHASSEE FL 32306-4149

Home Address 2682 S. HANNON HILL DR

City/State/Zip: TALLAHASSEE FL 32309

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes

Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes

For how many years have you lived in and/or owned property in Leon County? 12.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Educational Facilities Authority 2nd Choice:

What cultural arts organization do you represent, if any?

NONE

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

ANY FACILITIES RELATED AREA.

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 1

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian

Sex: Male

Age:

Disabled? No

District: District 4

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.

THIS WILL BE MY FIRST OPPORTUNITY TO SERVE ON A COUNTY COMMITTEE. HOWEVER, I THINK I AM EXTREMELY QUALIFIED TO SERVE ON THE EDUCATIONAL FACILITIES AUTHORITY COMMITTEE.

I HAVE WORKED AT FSU AS THEIR CHIEF FACILITIES OFFICER SINCE 1983, AND I HAVE BEEN IN HIGHER EDUCATION FACILITIES MANAGEMENT SINCE 1979.

I HAVE A BS IN CIVIL ENGINEERING FROM ROSE HULMAN INSTITUTE OF TECHNOLOGY AND AN MBA FROM INDIANA UNIVERSITY.

I AM LOOKING FORWARD TO SERVING THE CITIZENS OF LEON COUNTY.

SEE ATTACHED RESUME.

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

Name: KYLE CLARK

Telephone: 850-645-5953

Address: FSU - VP FINANCE AND ADMIN

Name: MIKE MARTIN

Telephone: 850-644-1068

Address: FSU BASEBALL COACH

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Dennis Bailey

This application was electronically sent: 12/10/2014 12:57:06PM

Joint City/County Bicycle Working Group

Responsibility:

Provide recommendations (through the Planning staff) regarding proposed cycling-related projects, improvements, events, and ordinances that are considered to be of community interest and for the betterment of the Tallahassee-Leon County community.

The Workgroup shall review and provide collective input on new ordinances or amendments as they relate to the Comprehensive Plan and implementing Land Development Regulations.

Created By:

County - Enabling Resolution - June 26, 2012

City - Enabling Resolution - July 11, 2012

Appointments:

The Workgroup shall have twelve (12) members

Six (6) members shall be appointed by the Commission;

Six (6) members shall be appointed by the Board;

Upon the occurrence of a vacancy in any of these appointed positions, a new member shall be appointed to fill such vacancy by the majority vote of the Workgroup; provided, however, that such appointment shall not become effective until ratified and approved by the Commission or the Board, as the case may be, to be determined by which body appointed the original member in such position

Terms:

As an ad hoc standing committee, the length of term and number of terms allowed is not specified

Eligibility Criteria:

Applications from representatives of cycle-related non-profit organizations, State/local agencies, bicycle groups, and local bicycle businesses shall be accepted and considered.

Schedule:

The members shall meet quarterly, or as frequently needed to accomplish its mission statement.

Contact Person/Staff:

Megan Doherty, AICP

Transportation Planner

Tallahassee-Leon County Planning Department

435 N. Macomb St.

Tallahassee, FL 32301

(850) 891 - 6441

Megan.doherty@talgov.com

Bryant, Edgar	Begin Term: 12/12/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: bryantej@hotmail.com
Kastner, Mark	Begin Term: 12/12/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: mdk10c@my.fsu.edu
Littlefield, Matthew	Begin Term: 12/12/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: mdlittlefield@gmail.com
Prebys, Thomas A.	Begin Term: 12/12/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: tomprebys@yahoo.com
Dudley, Clifford Scott	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: sdudley@flcities.com
Edmonds, Bill	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: wtedmonds@gmail.com

Loewen, Karen	Begin Term: 12/12/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: RememberWhen@supernet.net
von Tol, Johan	Begin Term: 12/12/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: johanvantol@yahoo.com
Desloge, George	Begin Term: 12/11/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: gdesloge@ersgroup.com
Finn, Zach	Begin Term: 12/11/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: zach.xtr@gmail.com
McDaris, Kathy	Begin Term: 12/11/2012 End Term: 12/31/2015 Type: three years 0	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: mcdaris@comcast.net
Scott, Dennis	Begin Term: 12/11/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: velo4@juno.com


Leon County
Board of County Commissioners
Notes for Agenda Item #32

Leon County Board of County Commissioners

Cover Sheet for Agenda #32

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First of Two Public Hearings to Consider Proposed Revisions to the Land Development Code and the Bradfordville Sector Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first of two required Public Hearings to consider proposed revisions to the Land Development Code and the Bradfordville Sector Plan and schedule the second and final Public Hearing for February 10, 2015 at 6:00 p.m.

Report and Discussion

Background:

The Bradfordville Sector Plan (BSP) resulted from months of analysis and meetings with interested parties from the County, the development community, and stakeholders from the community. On July 11, 2000, the Board adopted the BSP in response to litigation due to increased development interest in the Bradfordville Study Area. The BSP established commercial overlays and site-specific zoning districts for the area surrounding the intersection of Thomasville Road (principal arterial roadway) and Bannerman Road (major collector roadway)/Bradfordville Road (major collector roadway). In addition, the BSP established a phasing plan for commercial development over the next 20 years and limited commercial development to no more than 350,000 square feet of commercial until the year 2010. The intent of the phasing was to allow for a new commercial needs assessment should development warrant expansion of the 350,000 square foot cap by the year 2010; however, due to the economic recession, commercial development activity declined during the latter portion of this decade and a needs assessment was not warranted in 2010.

In 2012, the County began review of a proposed development near the southwest and northwest corners of the intersection of Bannerman and Thomasville Roads. On January 21, 2014, the Board accepted the Bannerman Crossing III Development Agreement (DA) for the development of these sites. During the same meeting, and in response to the increased interest in commercial development for this area, the Board adopted a new strategic initiative directing staff to conduct a commercial needs assessment for the BSP. The intent of the initiative was to analyze the existing development and evaluate the potential future commercial needs for the Bradfordville area, specifically for the area zoned for commercial near the intersection of Thomasville and Bannerman/Bradfordville Roads.

Staff formed a citizen committee (Bradfordville Commercial Needs Assessment Committee) comprised of stakeholders from the development community, area homeowner's associations, citizens from the community, and County staff. The Bradfordville Commercial Needs Assessment Committee, hereinafter referred to as "committee," discussed the possible future development potential for this area and drafted several recommendations. After meeting on August 19, 2014 and again on October 3, 2014, the committee refined the recommendations and recommended an Ordinance amending the Leon County Land Development Code (LDC) and the BSP providing new development standards for proposed development within the commercial districts of the BSP (Attachment #1). A list of the citizen committee members is provided in Attachment #2.

Upon receiving the direction from the committee, staff submitted an agenda item for the Board's December 9, 2014 regular meeting. The agenda item requested two Public Hearings to consider amendments to the BSP and to the LDC to implement the proposed changes. The Board approved the request to schedule two Public Hearings for January 27, 2015 and February 10, 2015.

This proposed Ordinance is essential to the following FY2012-2016 Strategic Initiatives that the Board approved at the January 21, 2014 meeting:

- To engage in a needs assessment for the Bradfordville Study Area

This particular Strategic Initiative aligns with the Board's Strategic Priorities: Economy and Quality of Life

- Integrate infrastructure, transportation, redevelopment opportunities, and community planning to create a sense of place, which attracts talent. (EC1, 2012)
- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6, 2012)
- Further create connectedness and livability through supporting human scale infrastructure and development, including enhancing our multimodal districts. (Q7, 2012)

Analysis:

The main objective of the BSP was to protect the rural character of the Bradfordville area and discourage urban sprawl while providing an adequate supply of services and facilities through proper design and location of land uses. The committee considered the previous methodology for determining the commercial needs to be outdated and relatively ineffective in implementing the intent of the BSP. The previous methodology was based on population growth, market rate, commercial space per capita calculations, and other factors.

It was the committee's opinion that the desire of the BSP was the provision of an efficient, walkable, village style development pattern for the commercial areas. Therefore, the committee focused on establishing development standards that encouraged a village style, pedestrian friendly development pattern, while protecting the water quality of existing lakes and streams. The committee frequently referenced the Persimmon Hill development as an example of the type of development that would be anticipated. Persimmon Hill is a mixed-use development located at the intersection of Old Water Oak and Thomasville Roads. This type of development would be accomplished by providing a more intense development pattern and increasing the height of structures to allow more mixed-use development opportunities. The committee also wanted to ensure that development standards were established to prevent further development of large, single-use developments similar to Target and Kohls. As a result, additional standards are being proposed within each zoning district to limit the size of single-use tenants.

The current standard in the commercial district limits development of impervious surface area to no more than 40% of the site. However, this creates an inefficient usage of property by presuming that 60% of the site is necessary to provide stormwater treatment or provide other amenities. The intent of this provision was to protect water quality of existing waterways and off-site properties by limiting the amount of impervious development, thus reducing stormwater runoff.

However, within the Bradfordville Study Area, the County implements the highest stormwater standard of any area within Leon County. Therefore, the committee recommended that this 40% impervious limitation be eliminated with the condition that any development within the BSP continues to meet the stringent Bradfordville Stormwater Standards outlined in Article IV of the LDC. This would enable more efficient usage of sites while continuing to ensure the proper treatment of stormwater in accordance with Article IV.

There are approximately 34 acres of vacant, undeveloped properties remaining in the Bradfordville Commercial Overlay District. Many of the remaining vacant sites may contain environmental constraints or other site constraints limiting the development potential of the property. It is also important to consider the possibility of redevelopment of existing commercial sites such as Publix, Kohls, and Target. With this in mind, the recently adopted Low Impact Development Standards found in Article IV of the LDC will provide additional flexibility for not only existing developed sites, but flexibility for vacant, constrained sites to develop while continuing to address the stringent Bradfordville Stormwater Standards.

The development of commercial land uses since the adoption of the BSP has been limited by the 350,000 square foot commercial cap. The cap was implemented by the establishment of the commercial district overlays. The Commercial Overlay Zone 1 (CO-1), the Commercial Mixed-Use Overlay Zone 2 (CMUO-2), and the Village Center Overlay were established to provide additional regulatory provisions for development within the Bradfordville Commercial zoning districts. The primary focus of development was intended for the area within the CO-1 and Village Center Overlays. The CMUO-2 district was not intended for commercial development until 2010, and after a needs assessment had been completed. The committee recommended that this phasing is no longer needed. As a result, the proposed Ordinance will eliminate the three overlay districts.

With the elimination of the commercial overlay districts (CO-1, CMUO-2, Village Center), the committee wanted to ensure that the limits of the current Bradfordville commercial zoning districts would not be expanded to accommodate future commercial development. Therefore, the proposed Ordinance includes amending an existing section of the LDC, Section 10-6.680 "Bradfordville mixed use overlay district," which currently provides a boundary of the commercial zoning districts. This section would be retitled to "Bradfordville Commercial Center District." In addition, various provisions of the existing commercial overlay districts would be incorporated into this amended section. Not only does the amended section prohibit further expansion of the Bradfordville Commercial district, but also ensures that all new development or redevelopment complies with the Bradfordville Stormwater Standards outlined in Article IV of the LDC. Existing prohibited uses within the commercial district would continue to be prohibited.

The committee also supported the creation of a new section within the BSP. This new section, Section 5, would provide guidance for future development and complements the proposed amendments to the LDC. In addition, the proposed section would establish an updated 15-year “horizon” for the BSP that would extend it consistent with the Comprehensive Plan horizon of 2030 (Attachment #1, Exhibit “A”). As a result, no further expansion of the commercial center district and no commercial needs assessments will be considered until the year 2030. It also includes consideration of a Comprehensive Plan map amendment to limit the boundary of the Bradfordville Mixed Use Future Land Use Category to the area within the proposed Bradfordville Commercial Center District. A new “Commercial Center District” map (Figure 14) will be added and will supersede the “Future Development Concept” map in the BSP (Attachment #1, Exhibit “B”).

DSEM Citizen’s User Group Comments and Recommendations

As is standard procedure for all proposed LDC changes, on December 18, 2014, staff convened the DSEM Citizen’s User Group to review and provide comments on the proposed revisions. The Citizen’s User Group noted a grammatical error and provided concern regarding the existing uses that would be impacted by the proposed Ordinance. The grammatical error in the proposed Ordinance has since been corrected. The proposed Ordinance has been revised to note that the provisions of the Ordinance shall not apply to those properties within the Bradfordville Commercial Center District that have currently existing conforming land uses and structures. With the noted revisions, the DSEM Citizen’s User Group supported the proposed Ordinance.

Comprehensive Plan Consistency Determination

The Planning Department has reviewed the proposed Ordinance and has provided a memorandum finding that the proposed Ordinance is consistent with the Comprehensive Plan (Attachment #3). In summary, the Planning Department noted that the proposed Ordinance would reflect the changing needs of the community as determined by the Bradfordville Needs Assessment Committee. In addition, the proposed Ordinance would continue to support mixed-use developments, deter single-use developments, and promote alternative transportation.

Additionally, the proposal was placed on the Planning Commission’s January 6, 2015, Public Hearing agenda. Due to agenda submittal deadlines, staff was unable to provide the Planning Commission’s recommendation in this agenda. Staff will provide the Planning Commission’s recommendation at the Board’s Public Hearing.

Public Notification

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #4).

Options:

1. Conduct the first of two required Public Hearings to consider proposed revisions to the Land Development Code and the Bradfordville Sector Plan and schedule the second and final Public Hearing for February 10, 2015 at 6:00 p.m.
2. Conduct the first of two required Public Hearings to consider proposed revisions to the Land Development Code and the Bradfordville Sector Plan and do not schedule the second and final Public Hearing.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Ordinance
2. Bradfordville Commercial Needs Assessment Committee
3. Consistency memorandum from the Planning Department
4. Public Notice

ORDINANCE NO. 15- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE BRADFORDVILLE SECTOR PLAN, ADOPTED BY ORDINANCE 00-31; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.673, BRADFORDVILLE COMMERCIAL-AUTO ORIENTED DISTRICT; AMENDING SECTION 10-6.674, BRADFORDVILLE COMMERCIAL-PEDESTRIAN ORIENTED DISTRICT; AMENDING SECTION 10-6.675, BRADFORDVILLE COMMERCIAL SERVICES DISTRICT; AMENDING SECTION 10-6.676, BRADFORDVILLE OFFICE RESIDENTIAL DISTRICT; REPEALING SECTION 10-6.677, BRADFORDVILLE COMMERCIAL OVERLAY DISTRICT; AMENDING SECTION 10-6.680, BRADFORDVILLE MIXED USE OVERLAY DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 11, 2000, the Leon County Board of County Commissioners (“Board”) adopted Ordinance 00-31, relating to the Bradfordville Study Area; and,

WHEREAS, in Ordinance 00-31, the Board amended Chapter 10 of the Leon County Code of Laws, by adopting new sections, the Bradfordville Commercial Overlay District and the Bradfordville Mixed Use Overlay District; and,

WHEREAS, in Ordinance 00-31, the Board adopted the Bradfordville Sector Plan, which was attached as Exhibit “A” to Ordinance 00-31 and incorporated therein by reference; and,

WHEREAS, the Board desires to amend the Bradfordville Sector Plan relating to the Bradfordville Commercial Center and update the plan horizon; and,

WHEREAS, the implementing regulations for the Bradfordville Sector Plan are located in Chapter 10 of the Leon County Code of Laws; and,

WHEREAS, amendments to the applicable provisions of Chapter 10 will be required to maintain consistency with the proposed amendments to the Bradfordville Sector Plan; and,

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

SECTION 1. The Bradfordville Sector Plan is hereby amended by creating a new section, Section 5 entitled “2015-2030 Sector Plan Horizon”, to establish new plan recommendations for the next 15 year period attached hereto as Exhibit “A”. A new Commercial Center Future Development Concept map “Figure 14” will also be created to supersede Figure 12 and to establish a Bradfordville Commercial Center District designation for those properties within the BC-1, BC-2, BCS and BOR zoning designations, attached hereto as Exhibit “B” and incorporated by reference herein.

SECTION 2. Section 10-6.673 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Commercial Auto-Oriented District” is hereby amended as follows:

Sec. 10-6.673. BC-1 Bradfordville Commercial-Auto Auto-Oriented dDistrict.

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
The BC-1 district is intended to be located in areas designated Bradfordville Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville Overlay <u>Commercial Center District</u> . The intent of the BC-1 district is to implement the Bradfordville Study Area Goals. Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BC-1 district is intended to provide a location for services, with primary emphasis on vehicular oriented nonresidential developments. However, the BC-1 district shall provide a continuous and efficient pedestrian circulation pattern. The access management standards set forth in for the BC-1 district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote safe and efficient traffic circulation of the general traveling public. Increases in land zoned BC-1 shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BC-1 district. Expansions of the BC-1 district are prohibited in viable residential areas.	<p>(1) Antique shops.</p> <p>(2) Automotive-retail, parts, accessories, tires, etc.</p> <p>(3) Automotive service and repair, including car wash.</p> <p>(4) Bait and tackle shops.</p> <p>(5) Banks and other financial institutions (with and without drive through facilities).</p> <p>(6) Camera and photographic stores.</p> <p>(7) Cocktail lounges and bars.</p> <p>(8) Commercial art and graphic design.</p> <p>(9) Commercial printing.</p> <p>(10) Community facilities, including libraries, religious facilities, and police/fire stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in</p>	<p>(26) Personal services (barber shops, fitness clubs, etc.).</p> <p>(27) Pest control services.</p> <p>(28) Rental and sales of dvds, video tapes and games.</p> <p>(29) Rental of tools, small equipment, or party supplies.</p> <p>(30) Repair services, non-automotive.</p> <p>(31) Restaurants, with or without drive-in facilities.</p> <p>(32) Retail bakeries.</p> <p>(33) Retail caskets and tombstones.</p> <p>(34) Retail computer, video, record, and other electronics.</p> <p>(35) Retail department, apparel, and accessory stores.</p> <p>(36) Retail drug store.</p> <p>(37) Retail florist.</p> <p>(38) Retail food and</p>

	<p>accordance with Section 10-6.806 of these regulations.</p> <p>(11) Day care centers.</p> <p>(12) Gift, novelty, and souvenir stores.</p> <p>(13) Indoor amusements (bowling, billiards, skating, etc.).</p> <p>(14) Indoor theaters (including amphitheaters).</p> <p>(15) Laundromats, laundry and dry cleaning pick up stations.</p> <p>(16) Mailing services.</p> <p>(17) Medical and dental offices, services, laboratories, and clinics, mortuaries.</p> <p>(18) Motor vehicle fuel sales.</p> <p>(19) Museum and art galleries.</p> <p>(20) Non-medical offices and services, including business and government offices and services.</p> <p>(21) Nursing homes and residential care facilities.</p> <p>(22) Off-street parking facilities.</p> <p>(23) Outdoor amusements (golf courses, batting cages, driving ranges, etc.).</p> <p>(24) Passive recreational facilities.</p> <p>(25) Pawnshops.</p>	<p>grocery.</p> <p>(39) Retail furniture, home appliances and accessories.</p> <p>(40) Retail home/garden supply, hardware and nurseries.</p> <p>(41) Retail jewelry stores.</p> <p>(42) Retail needlework and instruction.</p> <p>(43) Retail newsstand, books, greeting cards.</p> <p>(44) Retail office supplies.</p> <p>(45) Retail optical and medical supplies.</p> <p>(46) Retail pet stores.</p> <p>(47) Retail picture framing.</p> <p>(48) Retail sporting goods, toy stores.</p> <p>(49) Retail trophy stores.</p> <p>(50) Self-moving operation.</p> <p>(51) Shoes, luggage, and leather products.</p> <p>(52) Sign shops.</p> <p>(53) Social, fraternal and recreational clubs and lodges, including assembly halls.</p> <p>(54) Studios for photography, music, art, drama, voice.</p> <p>(55) Tailoring.</p> <p>(56) Tobacco stores and stands.</p> <p>(57) Other uses, which in the opinion of the county administrator</p>	
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		<p>or designee, are of a similar and compatible nature to those uses described in this district.</p> <p>(58) Residential, office and mixed-use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of Section 10-6.677, single-family attached (townhomes), range of 6 du/ac to 12 du/ac.</p>	
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DEVELOPMENT STANDARDS										
	4. Lot Coverage	54. Minimum Lot or Site Size			65. Minimum Building Setbacks				76. Maximum Building Restrictions	
Use Category	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted Principal and Special Exception Use	40% of total site area	none	none	none	20 feet	15 feet	25 feet	10 feet	8,500 17,000 square feet of commercial floor area per acre, and not more than 12,750 square feet of total floor area per acre. Each parcel shall not exceed 80,000 square feet of total building area. No single use tenant shall exceed 10,000 gross square feet.	2 stories 30 feet (within Lake McBride Overlay District; otherwise, 3 stories).
<p>87. Access Management Criteria (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):</p> <p>(a.) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.</p> <p>(b.) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.</p> <p>(c.) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.</p> <p>98. Street Vehicular Access Restrictions: Properties in the BC-1 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5,</p>										

MH, MR-1, R, and RP.
<p>409. Landscape Standards:</p> <p>Development within the BC-1 shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per F.S. § 481.</p>
<p>(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with <u>section 13.</u> below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in subsection 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.</p>
<p>(b.) Collector and Local Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with <u>section 13.</u> may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-26-1(b) <u>10-4.349(b)</u> toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.</p>
<p>(c.) Street Trees—All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscaped area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.</p>
<p>(d.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass though the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten (10) years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ration of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF. with a minimum dimension of 10 FT and shall have a depth of 3 FT of good planting soil. Planting areas shall be mounded a minimum of 12 inches above the top of curb.</p>
<p>(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.</p>
<p>(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.</p>
<p>(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.</p>
<p>(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. <u>Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved</u></p>

geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.
<p>4410. Signs:</p> <p>All signs within the BC-1 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-1 district shall conform to the following minimum guidelines:</p>
(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed. Only one wall sign for multiple tenant office land uses shall be allowed.
(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.
(c.) Freestanding signs shall be setback a minimum of 10 feet from the right-of-way line.
(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.
(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:
1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet
2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet
3.) Minor Collector and Local Roads Maximum area: 36 square feet, Maximum Height: 8 feet
<p>4211. Parking Standards:</p>
(a.) Properties fronting an arterial road shall be allowed to construct 50 percent of all parking required by the Land Development Code in front of the proposed building/structure and/or adjacent to a public roadway. Additional parking, above code requirements shall be located to a side or rear of the proposed building/structure that is not fronting a public or private roadway or access way.
(b.) Properties fronting a collector or local road shall be allowed to construct a single parking aisle between the proposed building and the collector and/or local road.
<p>4312. Lighting Standards:</p>
(a.) 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.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
<p>4413. Noncompliance:</p> <p>Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.</p>
<p>4514. Variance Procedure:</p> <p>Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections 4, 6, 7, 8, 9, 11(a), 11(e), and 12-5, 6, 7, 8, 10(c) and 11.</p>
<p>15. Incentives for Site Design Alternatives:</p> <p><u>An intensity bonus shall be provided to developments incorporating any of the following site design alternatives.</u></p>
<p><u>1) An intensity bonus of 3,000 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following:</u></p>
<p><u>a) For properties fronting an arterial or collector roadway, no less than 25% of the parking will be provided in a shared facility.</u></p>
<p><u>b) Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility.</u></p>
<p><u>c) Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545.</u></p>
<p><u>d) The development contains a minimum of 35% natural open space.</u></p>

GENERAL NOTES:

1. If central sanitary sewer is not available nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of

building area of a 500 gallon septic tank. Also, 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, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 3. Section 10-6.674 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Commercial Pedestrian-Oriented District” is hereby amended as follows:

Sec. 10-6.674. BC-2 Bradfordville Commercial-Pedestrian Pedestrian-Oriented District.

1. District Intent	PERMITTED USES		
	2. Principal Uses	3. Accessory Uses	
The BC-2 district is intended to be located in areas designated Bradfordville <u>Bradfordville</u> Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville Overlay Commercial Center District. The intent of the BC-2 district is to implement the Bradfordville Study Area Goals, Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BC-2 district is intended to provide a location for areas of intense pedestrian scale and oriented commercial services for the Bradfordville area. The BC-2 district is intended to encourage residential and office development above ground floor commercial development. The BC-2 district also encourages shared parking and utilization of on-street parking. Drive through facilities are prohibited in the BC-2 district. Residential intensities shall not exceed 16 dwelling units per acre. The access management standards set forth in for the BC-2 district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote smooth and safe traffic flow of the general traveling public. Increases in land zoned BC-2 shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BC-2 district. Expansions of the BC-2 district are prohibited in viable residential areas.	<p>(1) Antique shops.</p> <p>(2) Banks and other financial institutions, without drive-through facilities.</p> <p>(3) Camera and photographic stores.</p> <p>(4) Cocktail lounges and bars.</p> <p>(5) Community facilities related to the permitted principal uses, including libraries, religious facilities, vocational and middle schools, and police/fire stations. Elementary and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations.</p> <p>(6) Gift, novelty, and souvenir stores.</p> <p>(7) Indoor</p>	<p>(18) Residential (any type provided it is located on second floor above commercial or office development).</p> <p>(19) Restaurants without drive-in facilities.</p> <p>(20) Retail bakeries.</p> <p>(21) Retail computer, video, record, and other electronics.</p> <p>(22) Retail department, apparel, and accessory stores.</p> <p>(23) Retail drug store.</p> <p>(24) Retail florist.</p> <p>(25) Retail food and grocery.</p> <p>(26) Retail furniture, home appliances, accessories.</p> <p>(27) Retail home/garden supply, hardware, and nurseries without outside storage or display.</p> <p>(28) Retail jewelry stores.</p>	

	<p>amusements (bowling, billiards, skating, theaters etc.).</p> <p>(8) Laundromats, laundry and dry cleaning pick-up stations without drive-through facilities.</p> <p>(9) Mailing services.</p> <p>(10) Medical and dental offices, services, laboratories, and clinics.</p> <p>(11) Non-medical offices and services, including business and government offices and services.</p> <p>(12) Off-street parking facilities.</p> <p>(13) Passive and active recreational facilities.</p> <p>(14) Personal services (barber shops, fitness clubs etc.).</p> <p>(15) Photocopying and duplicating services.</p> <p>(16) Rental and sales of dvds, video tapes and games.</p> <p>(17) Repair services, non-automotive.</p>	<p>(29) Retail needlework shops and instruction.</p> <p>(30) Retail newsstand, books, greeting cards.</p> <p>(31) Retail package liquors.</p> <p>(32) Retail picture framing.</p> <p>(33) Retail trophy stores.</p> <p>(34) Shoes, luggage, and leather goods.</p> <p>(35) Social, fraternal and recreational clubs and lodges, including assembly halls.</p> <p>(36) Studios for photography, music, art, drama, and voice.</p> <p>(37) Tailoring.</p> <p>(38) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.</p> <p>(39) Residential, office and mixed use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677</p>	
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DEVELOPMENT STANDARDS									
	4. Lot Coverage	54. Minimum Lot or Site Size			65. Minimum Building Setbacks				76. Maximum Building Restrictions
Use	Maximum	a.	b. Lot	c. Lot	a. Front	b. Side-	c.	d.	a. Building Size b. Building

Category	Percent of Impervious Area	Lot or Site Area	Width	Depth		Interior Lot	Side-Corner Lot	Rear	(excluding gross building floor area used for parking)	Height (excluding stories used for parking)
Any Permitted Principal and Special Exception Use	40% of total site area	none	none	none	none (5 feet maximum)	none	none	30 feet	8,500 18,000 square feet of commercial floor area per acre, and not more than 17,000 square feet of total floor area per acre. No parcel shall exceed 80,000 square feet of total building area. No single use tenant shall exceed 10,000 gross square feet.	2 3 stories

87. Access Management Criteria. (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):

(a.) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.

(b.) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created where accessed from a local street.

(c.) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

98. Street Vehicular Access Restrictions: Properties in the BC-2 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

499. Landscape Standards:

Development within the BC-2 shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per Section 481 of the Florida Statutes.

(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(b.) Collector Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed (for redevelopment projects only) by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with ~~section 4413.~~ may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape

area may be counted as prescribed in section 10-26-1(b) 10-4.349(b) toward meeting the use planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, painting of live limbs less than 25 percent of the green mass of the tree, fertilization, post control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.
(c.) Local Road and Access Ways Landscaping: All properties fronting a local road and every access way shall provide one canopy tree for every 15 linear feet of local road frontage and/or access way.
(d.) Street Trees—All canopy tree planting areas shall contain a minimum of 200 SF of landscaped area. Creative design and spacing is encouraged.
(e.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking grade shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF, with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. Planting areas shall be mounded a minimum of 12 inches above the top of curb.
(f.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.
(g.) Buffer standards for uncomplimentary land uses shall meet the requirements of Section 10-7.522 of the Land Development Code.
(h.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.
(i.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. <u>Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.</u>
10.10. Signs: All signs within the BC-2 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-2 district shall conform to the following minimum guidelines:
(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed.
(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.
(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.
(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.
(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:
1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet
2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet
3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet
10.11. Parking Standards:

(a) Off-street parking is prohibited between buildings fronting a local street and/or access way.
12 12. Lighting Standards:
(a.) 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.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
13 13. Noncompliance:
Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
14 14. Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 3 of the Leon County Land Development Code: Subsections 4, 6, 7, 8, 9, 11(a), and 12.
<u>15. Incentives for Site Design Alternatives:</u>
<u>An intensity bonus shall be provided to developments incorporating any of the following site design alternatives.</u>
<u>1) An intensity bonus of 2,000 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following:</u>
<u>a) For properties fronting an arterial or collector roadway, no less than 25% of the parking will be provided in a shared facility.</u>
<u>b) Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility.</u>
<u>c) Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545.</u>
<u>d) The development contains a minimum of 35% natural open space.</u>

GENERAL NOTES:

1. If central sanitary sewer is not available, nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, 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, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 4. Section 10-6.675 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Commercial Services District” is hereby amended as follows:

Sec. 10-6.675. BCS Bradfordville Commercial Services District.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The BCS district is intended to be located in areas designated Bradfordville <u>Bradfordville Mixed Use</u> in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville Overlay Commercial Center District. The intent of the BCS district is to implement the Bradfordville Study Area Goals, Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville	(1) Armored truck services.	(18) Passive and active recreational activities.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee.
	(2) Automotive service and repair, including car wash.	(19) Pest control services.	
	(3) Broadcasting studios.	(20) Rental of tools, small equipment, or party supplies.	
	(4) Building	(21) Repair services, non-automotive.	

<p>Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BCS district is intended to provide a location for non-retail services for the Bradfordville area. The non-retail uses include, but are not limited to auto oriented services and warehouse activities.</p> <p>The access management standards set forth in for the BCS district are intended to minimum and control ingress and regress to collector and arterial roadways and to promote smooth and safe traffic flow of the general traveling public.</p> <p>Increases in land zoned BCS shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BCS district. Expansions of the BCS district are prohibited in viable residential areas.</p>	<p>contractors and related services.</p> <p>(5) Cemeteries.</p> <p>(6) Commercial kennels (enclosed)</p> <p>(7) Communications and utilities.</p> <p>(8) Community services may be allowed in accordance with section 10-6.806 of these regulations.</p> <p>(9) Crematoriums.</p> <p>(10) Daycare facilities</p> <p>(11) Dry cleaning plants.</p> <p>(12) Golf courses.</p> <p>(13) Gun firing ranges (indoor).</p> <p>(14) Laboratories, research and development activities.</p> <p>(15) Lawn and tree removal services.</p> <p>(16) Mortuaries.</p> <p>(17) Non-medical offices and services, including business and government offices and services.</p>	<p>(22) Retail and wholesale nurseries.</p> <p>(23) Self moving operation.</p> <p>(24) Sign Shops.</p> <p>(25) Social, fraternal, and recreational clubs and lodges, including assembly halls.</p> <p>(26) Towing, wrecking, and recovery services.</p> <p>(27) Veterinary services.</p> <p>(28) Warehouses, mini-warehouses, or self-storage facilities.</p> <p>(29) Welding and machine shops.</p> <p>(30) Wholesale building supplies.</p> <p>(31) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.</p> <p>(32) Residential, office and mixed-use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677 single-family detached, range of 1 du/ac; single-family attached (townhomes), range of 6 du/ac to 12 du/ac.</p>	<p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.</p>
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DEVELOPMENT STANDARDS										
	4. Lot Coverage	54. Minimum Lot or Site Size			65. Minimum Building Setbacks				76. Maximum Building Restrictions	
Use Category	Maximum Percent of Impervious	a. Lot or	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior	c. Side-Corner	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height

	Area	Site Area				Lot	Lot			(excluding stories used for parking)
Any Permitted Principal and Special Exception Use	40% of total site area	none	none	none	20 feet	15 feet	25 feet	10 feet	Gross floor area shall not exceed 8,500 <u>15,000</u> square feet per acre, except for buildings or portions thereof which are used for storage which may not exceed 17,000 square feet per acre. No building <u>single use tenant</u> shall exceed 10,000 square feet.	2 stories
<p>87. Access Management Criteria (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):</p> <p>(a) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.</p> <p>(b) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.</p> <p>(c) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.</p>										
<p>98. Street Vehicular Access Restrictions: Properties in the BCS zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.</p>										
<p>409. Landscape Standards: Development within the BCS shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per F.S. § 481.</p>										
<p>(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the Landscape area may be counted as prescribed in section 40-26-1(b) <u>10-4.349(b)</u> toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.</p>										
<p>(b.) Collector and Local Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 4413. may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 40-26-1(b) <u>10-4.349(b)</u> toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25% of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root</p>										

systems shall not be allowed.
(c.) Street Trees. All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscape area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.
(d.) Parking Areas. All vehicular use areas shall be buffered from view from public streets and for access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF, with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. Planting areas shall be mounded a minimum of 12 inches above the top of curb.
(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.
(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.
(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.
(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. <u>Stormwater ponds shall be designed to imitate "natural" pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.</u>
10 <u>10</u> . Signs: All signs within the BC-2 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-2 district shall conform to the following minimum guidelines:
(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed.
(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.
(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.
(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.
(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:
1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet
2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet
3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet
11 <u>11</u> . Parking Standards:
(a) Properties fronting an arterial road shall be allowed to construct 50 percent of all parking required by the Land Development Code in front of the proposed building/structure and/or adjacent to a public roadway. Additional parking, above code requirements shall be located to a side or rear of the proposed building/structure that is not fronting a public or private roadway or access way.
(b) Properties fronting a collector or local road shall be allowed to construct a single parking aisle between the proposed building and the collector and/or local road.

13 12. Lighting Standards:
(a.) 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.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
14 13. Noncompliance:
(a.) Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
15 14. Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections 4, 6, 7, 8, 9, 11(a), 11(C), and 12 <u>5, 6, 7, 8, 10(a), 10(C), and 11.</u>
<u>15. Incentives for Site Design Alternatives:</u> <u>An intensity bonus shall be provided to developments incorporating any of the following site design alternatives.</u>
<u>1) An intensity bonus of 2,500 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following:</u>
<u>a) For properties fronting an arterial or collector roadway, no less than 25% of the parking will be provided in a shared facility.</u>
<u>b) Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility.</u>
<u>c) Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545.</u>
<u>d) The development contains a minimum of 35% natural open space.</u>

GENERAL NOTES:

1. If central sanitary sewer is not available, nonresidential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, 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, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 5. Section 10-6.676 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Office Residential District” is hereby amended as follows:

Sec. 10-6.676. BOR Bradfordville Office Residential District.1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
The BOR district is intended to be located in areas designated Bradfordville Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville Overlay Commercial Center District. The intent of the BOR district is to implement the Bradfordville Study Area Goals, Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a	(1) Bed and breakfast inns up to a maximum of 6 rooms. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, and	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee.

<p>mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BOR district is intended to be located in areas where employment and residential uses are encouraged to locate in close proximity to one another. The provisions of the BOR district are intended to provide the district with a residential character to further encourage this mixing of uses at a compatible scale. A variety of housing types, compatible non-retail activities of moderate intensity and certain community facilities related to office or residential facilities (recreational, community services, and light infrastructure) may be permitted in the BOR district. The maximum gross density allowed for new residential development in the BOR district is 8 dwelling units per acre.</p> <p>The access management standards set forth in for the BOR district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote safe and efficient traffic circulation of the general traveling public. Increases in land zoned BOR shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BOR district. Expansions of the BOR district are prohibited in viable residential areas.</p>	<p>elementary and middle schools. Vocational schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations.</p> <p>(4) Day care centers.</p> <p>(5) Medical and dental offices and services, laboratories, and clinics.</p> <p>(6) Mini-Warehouses (See subsection 16)</p> <p>(7) Non-medical offices and services, including business and government offices and services.</p> <p>(8) Nursing homes and other residential care facilities.</p> <p>(9) Passive and active recreational facilities.</p> <p>(10) Personal services.</p> <p>(11) Single-family attached dwellings.</p> <p>(12) Single-family detached dwellings.</p> <p>(13) Studios for photography, music, art, dance, drama, and voice.</p> <p>(14) Two-family dwellings.</p> <p>(15) Veterinary services, including veterinary hospitals.</p> <p>(16) Residential, office and mixed-use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677</p>	<p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.</p>
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DEVELOPMENT STANDARDS

	4. Lot Coverage	5. Minimum Lot or Site Size				6. Minimum Building Setbacks			7. Maximum Building Restrictions	
Use Category	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	3a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	40% of total site area	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided	20 feet	25 feet	not applicable	3 stories

						that no such schools shall be less than 5 feet				
Two-Family Dwellings	40% of total site area	8,500 square feet	70 feet	100 feet	20 feet	same as single-family above	20 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	40% of total site area	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	20 feet	none	20 feet	25 feet	maximum length: 8 units	3 stories
Any Permitted Principal Nonresidential Use	40% of total site area	6,000 square feet	50 feet	100 feet	20 feet	same as single-family above	20 feet	10 feet	10,000 square feet of gross building floor area per acre (does not apply to a conversion of an existing structure)	3 stories

87. Access Management Criteria (in case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):

(a.) **Arterial and Collector Roads:** Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.

(b.) **All Properties:** All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.

(c.) **Local Streets:** Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

98. Street Vehicular Access Restrictions: Properties in the BOR zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

409. Landscape Standards:

Development within the BOR shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape shall be prepared by a registered landscape architect as per F.S. § 481.

(a.) **Arterial Road Landscaping:** All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscape area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree

limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.
(b.) <i>Collector and Local Road Landscaping:</i> All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 4413. may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.
(c.) <i>Street Trees</i> —All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscaped area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.
(d.) <i>Parking areas</i> —All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF. with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. Planting areas shall be mounded a minimum of 12 inches above the top of curb.
(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impale the flow of pedestrian traffic.
(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.
(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.
(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. <u>Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.</u>
4410. Signs: All signs within the BOR district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BOR district shall conform to the following minimum guidelines:
(a.) One wall-mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed. Only one wall sign for multiple tenant office land uses shall be allowed.
(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.
(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.
(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.

(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:
1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet
2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet
3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet
42 11. Off-Street Parking Requirements: Off-street parking facilities associated with permitted principal nonresidential uses in the OR-1 zoning districts must comply with the following requirements:
(a.) Parking Setbacks: Side-Corner: 20 feet
Rear and Side-Interior: 10 feet
(b.) Driveway Setbacks: Side-Corner: 10 feet (none if driveway is shared)
Rear and Side-Interior: 4 feet (none if driveway is shared)
(c.) Off-street parking may not be placed in a front yard between a building and the street.
(d.) The parking or driveway separation from the building is four feet
(e.) All off-street parking spaces behind a building shall be screened from the required front yard and side corner lot areas by evergreen landscaping at least four feet in height.
(f.) Parking spaces shall be screened from rear and interior side property lines by a combination of a six feet high opaque fence or wall and landscape plant material.
(g.) Driveways connecting to a public street shall be the narrowest possible width to ensure appropriate safety standards, as determined by the county administrator or designee.
43 12. Lighting Standards:
(a.) 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.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels of the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
44 13. Noncompliance:
Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
45 14. Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections 4, 5, 16, 7, 8, 9, 11(a), 11(C), and 12 <u>4, 5, 6, 7, 8, 10(a), 10(C), and 11.</u>
46 15. Design Standards Applicable to Mini-warehouse Land Uses:
(a.) Mini-warehouse developments shall be developed in accordance with standards as set forth in section 10-6.675 (BCS district).
(b.) A continuous 100 percent opaque buffer obtained through the use of vegetation and/or fencing shall be required around the perimeter of all areas used for mini-warehouse storage. This standard does not apply to the portion of the development utilized for a sales office.

GENERAL NOTES:

1. If central sanitary sewer is not available, nonresidential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, 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, parks, etc.).

(Ord. No. 09-13, § 4, 3-19-09)

SECTION 6. Division 6 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Zoning Districts and Official Zoning Map” is hereby amended to repeal Section 10-6.677, entitled “Bradfordville Commercial Overlay District” as follows:

Sec. 10-6.677. -- Bradfordville commercial overlay district.

~~(a) Purpose and intent. The purpose and intent of the Bradfordville commercial overlay district is to implement section 4.2 of the Bradfordville Sector Plan adopted by the Board of County Commissioners on July 11, 2000 (the "Bradfordville Sector Plan") in a manner consistent with the Comprehensive Plan. Commercial uses, as referenced in this section 10-6.677, shall include all uses in Division G and all uses in Major Groups 70, 72, 75, 76, 78 and 79 in Division I of the Standard Industrial Code.~~

~~(b) Allowable uses. All uses permitted under the base zoning shall be authorized with the following exceptions:~~

~~(1) In areas designated CO-1 in the Bradfordville Sector Plan, drive through uses shall be reviewed under the Type "B" site and development plan review process.~~

~~(2) In areas designated CMUO-2 in the Bradfordville Sector Plan, warehouses, mini-warehouses and self-storage units shall be authorized only as a planned unit development through the Type "D" site and development plan review process.~~

~~(3) In the village center within CO-1 and areas designated as CMUO-2 in the Bradfordville Sector Plan, all uses shall be considered through the Type "B" site and development plan review process. Additionally, the following uses shall be prohibited, regardless of the base zoning:~~

~~a. Automotive service and repair.~~

~~b. Towing, wrecking and recovery services.~~

~~c. Motor vehicle fuel sales.~~

~~d. Pawnshops.~~

~~e. Pest control services.~~

~~f. Cemeteries.~~

~~g. Crematoriums.~~

~~h. Dry cleaning plants.~~

~~i. Gun firing ranges.~~

~~j. Self-moving operations.~~

~~k. Wholesale building supplies.~~

~~l. All types of drive through facilities.~~

~~m. Any use which by application of performance standards related to noise, vibration, electrical or magnetic disturbance, excessive light, odor or emanation of physical or chemical particles harmful to air or water quality standards, produces effects or impacts equal to or greater than the uses listed in subsections (a) through (l) of this section 10-6.677(a)(3).~~

~~(c) Applicable development standards.~~

~~(1) Intensity.~~

~~a. Nonresidential floor area ratios. The maximum floor area ratio for areas within the village center as designated in the Bradfordville Sector Plan may be increased to two hundred twenty nine thousandths, provided that the 25 percent natural open space requirement is provided off site in conformance with adopted policies and standards. Other areas shall be subject to floor area limits established in the base district.~~

~~b. Open space and impervious cover standards.~~

~~1. In areas designated CO-1, all development shall retain 25 percent of the site as natural open space, provided however, that the board may authorize the fulfillment of this requirement in a designated off site open space mitigation area, if such area has been created by the board. In the village center portion of the CO-1 area, participation in the county's off site open space mitigation program shall be required if the board has created such program.~~

~~2. In areas designated CMUO-2, all development shall retain 35 percent of the site as natural open space except that for townhome development exceeding eight dwelling units per acre, a minimum of 40 percent natural open space shall be required.~~

~~3. Not more than 40 percent of each site developed in areas designated CO-1 and not more than 30 percent of each site developed in areas designated CMUO-2 shall be covered with impervious surfaces.~~

~~c. Residential density. Residential development within the CO-1 district shall be limited to single family attached (townhouse) with a minimum density of six dwelling units per acre and a maximum of 12 dwelling units per acre. All residential development in areas designated CMUO-2 in the Bradfordville Sector Plan shall comply with the following minimum and maximum density standards. Densities are expressed in terms of dwelling units per gross acre.~~

Type of Residential Use	Minimum Density	Maximum Density
Single family detached	1 DU/acre	4 DUs/acre
Single family attached (duplex)	4 DUs/acre	6 DUs acre

Single family attached (townhouse)	6 DUs/acre	8 DUs/acre
Single family attached (townhouse) with 40% natural open space retention	8 DUs/acre	12 DUs/acre

~~(2) Phasing of development.~~

~~a. Within areas designated CO-1 in the Bradfordville Sector Plan, a maximum of 350,000 square feet of gross leasable area of commercial development in addition to existing square footage at the time of the adoption of this provision shall be permitted to be developed prior to the year 2010 unless:~~

~~1. The county has conducted an analysis and the board has found that additional commercial development would be consistent with the Comprehensive Plan and Bradfordville Sector Plan; or~~

~~2. The county has adopted amendments to the Comprehensive Plan and Bradfordville Sector Plan modifying the limits on the commercial development; or~~

~~3. The board has determined through the rights determination process established in section 6 of Ordinance No. [00-31] adopted by the Board of County Commissioners on July 11, 2000, that the site is not subject to this provision.~~

~~b. Within the area designated CMUO-2 in the Bradfordville Sector Plan, no commercial uses may be developed prior to the year 2010 unless the board has found that the proposed development is consistent with the Comprehensive Plan and Bradfordville Sector Plan and all implementing Land Development Regulations; and any of the following is true:~~

~~1. The county has conducted an analysis and the board has found that additional commercial development would be consistent with the Bradfordville Sector Plan and the Comprehensive Plan, as amended; or~~

~~2. Eighty percent of the developable land (excluding dedicated rights-of-way, designated natural areas, stormwater facilities, landscape areas, and protected environmental features) designated CO-1 in the Bradfordville Sector Plan has been developed and not more than 350,000 square feet of commercial floor area has been previously permitted; or~~

~~3. The commercial uses are an integrated part of a mixed-use development, developed in accordance with the provisions of subsection 10-6.677(c)(3), below; or~~

~~4. The county has adopted amendments to the Comprehensive Plan and Bradfordville Sector Plan modifying the limits on the commercial development; or~~

~~5. The board has determined through the rights determination process established in section 6 of Ordinance No. [00-31] adopted by the Board of County~~

Commissioners on July 11, 2000, that the site is not subject to this provision;
or

6. ~~The proposed commercial development is part of a single, coordinated planned development project, which may be, but is not required to be, bisected by a local or minor collector street and for which the board finds that:~~

a. ~~More that 35 percent of the land area is located in the CO-1 area as designated in the Bradfordville Sector Plan; and~~

b. ~~Commercial development on the single coordinated planned development project does not exceed 75,000 square feet or the commercial allowance established in subsection 10-6.677(c)(2)a.; and~~

c. ~~There is significant community benefit in the form of improved traffic flow within the Bradfordville commercial area overlay.~~

~~(3) Mixed use development.~~

a. ~~For the purposes of this section, mixed use development includes developments with residential and nonresidential components.~~

b. ~~In areas designated CMUO-2, residential square footage shall be no less than 80 percent of the gross leasable floor area of all nonresidential uses within a mixed-use development.~~

c. ~~In areas designated CMUO-2, commercial development serving the residential uses on the site may be permitted at a rate of up to 25 square feet of gross leasable area per dwelling unit within the mixed-use development.~~

d. ~~The maximum intensity of mixed-use development shall be calculated based on the adopted floor area ratio standard for nonresidential development in the district, subject to site limitations. Building floor area shall be the sum of gross leasable nonresidential floor area and heated residential floor area.~~

e. ~~Mixed-use developments shall be reviewed and authorized through the planned unit development process, subject to the Type "D" site and development plan review process.~~

~~(4) Design standards. The following site planning and building design guidelines shall apply to development within the Bradfordville commercial area overlay district. The board shall promulgate rules in an administrative design guidelines procedural manual to provide for the application of these guidelines.~~

a. ~~Site planning guidelines. Site planning guidelines address the location, orientation and configuration of structures on a parcel of land with regards to the parcel's own boundary lines and adjacent streets, structures and spaces. Site design elements include the following:~~

1. ~~Site placement and orientation of buildings: Where appropriate, structures shall be located in front of, and so as to screen, parking lots to allow compact and convenient pedestrian linkages between buildings, parking areas and sidewalks. Buildings should also be placed and, as appropriate, clustered to~~

- 1 ~~create clear sight lines to entrances and to open public spaces, plazas and~~
2 ~~gathering areas.~~
- 3 2. ~~*Parking:* Where appropriate, particularly within the village center, parking will~~
4 ~~be centrally clustered so as to be shared by multiple uses/tenants, with~~
5 ~~convenient pedestrian paths and corridors articulated by changes in pavement~~
6 ~~materials, colors or textures where they cross parking lots and driveways, and~~
7 ~~by landscaping and pedestrian scaled lighting.~~
- 8 3. ~~*Landscaping:* Required landscape buffers should meet opacity requirements~~
9 ~~noted above and should use a palette of native and naturalized plant species.~~
10 ~~Major pedestrian corridors should be articulated by continuous alignments of~~
11 ~~trees and shrubs, pergolas, arcades or other landscape or architectural design~~
12 ~~elements.~~
- 13 4. ~~*Drainage:* As may be feasible, drainage structures, including retention ponds~~
14 ~~and drainageways, should be designed to imitate "natural" pond characteristics,~~
15 ~~including curved geometries, gently sloping edges, landscaping and paving~~
16 ~~materials, and should be placed so as to be focal design amenities.~~
- 17 5. ~~*Outdoor spaces:* Within the village center, developments are encouraged to~~
18 ~~incorporate central plazas connecting multiple uses designed to accommodate~~
19 ~~activities, including outdoor dining, displays, special events and entertainment.~~
- 20 6. ~~*Fences/screening:* Fences, screening and berms, where required, shall use only~~
21 ~~natural materials; stone, wood, stucco, etc. Chain link fencing will not be~~
22 ~~approved except in areas out of public view.~~
- 23 7. ~~*Storage, utilities and services:* Shall be shielded from public view by~~
24 ~~landscaping, walls, fencing or by placement of buildings.~~
- 25 b. ~~*Building design guidelines.* All buildings within the Bradfordville commercial~~
26 ~~center overlay district shall incorporate elements of local vernacular styles, typical~~
27 ~~within the Tallahassee region, described generally below. It is not the intent to~~
28 ~~mandate that all buildings be designed in a particular design style, but rather to~~
29 ~~create a "village theme" by flexibly combining related indigenous materials and~~
30 ~~styles. Standardized building designs with overt "product branding" as in~~
31 ~~standardized chain fast food restaurants or gas stations should not be permitted.~~
- 32 1. ~~*Architectural detailing:* Vernacular architectural elements and details are~~
33 ~~encouraged to be incorporated including, but not limited to, bracketed~~
34 ~~overhangs, windows articulated by mullions and accented by shutters, dormers,~~
35 ~~porches, verandas and arcades, particularly as may be used to define pedestrian~~
36 ~~areas and entrances. Standardized storefronts, excessive use of plate glass and~~
37 ~~uninterrupted facade planes should be avoided.~~
- 38 2. ~~*Colors, textures and materials:* Consistent with intended vernacular character,~~
39 ~~the use of quality, natural and indigenous materials is encouraged on major~~
40 ~~facade elements including: natural wood siding, brick and stone. High quality,~~
41 ~~authentic looking manmade materials, such a fiber cement board and stucco,~~
42 ~~are also acceptable for construction. However, materials such as vinyl siding,~~
43 ~~metal and plastic sheathing, and "simulated natural" materials should be~~

1 avoided. Natural, subdued earth tone colors are preferred over primary colors
2 except as may be used for accents. Excessively brilliant, metallic or reflective
3 colors will be avoided.

4 3. ~~Roof forms:~~ Elemental to vernacular design is the use of varied and articulated
5 sloping roof forms. Flat roof areas should only be permitted in limited areas
6 such as entrance canopies, walkway connections, storage and mechanical
7 equipment areas, arcades, etc. Appropriate roof materials include metal
8 standing seam, wood shakes, shingles and tile. Primary or bright colors shall
9 be avoided.

10 (5) ~~Streets.~~ Development along the new roadways proposed in the Bradfordville Sector
11 Plan shall comply with the setbacks established in section 10-7.530 for a three-lane
12 road. The board may approve alternatives to planned road alignments upon finding that
13 the proposed alternate alignment serves the same transportation function as the planned
14 alignment.

15 (6) ~~Signs.~~ Signs within the Bradfordville commercial overlay district shall comply with all
16 sign regulations applicable within the underlying zoning district and Article IX of this
17 chapter. Pole signs shall be prohibited within the Bradfordville commercial overlay
18 district. All signs shall be monument or pedestal mounted and comprised of an exterior
19 material and finish consistent with the facade and architectural theme of the primary on-
20 site structure.

21 (Ord. No. 07-20, § 2, 7-10-07)

22 **SECTION 7.** Section 10-6.680 of Article VI of Chapter 10 of the Code of Laws of Leon
23 County, Florida, entitled "Bradfordville Mixed Use Overlay District" is hereby amended as
24 follows:
25

26 **Sec. 10-6.680. BOR Bradfordville mixed use overlay district Commercial Center District.**

27 (a) *Purpose and intent.* The purpose and intent of the Bradfordville Mixed Use Overlay
28 Commercial Center District (BODCCD) is to provide development standards that
29 implement the goals, objectives, and policies of the Tallahassee-Leon County
30 Comprehensive Plan recognizing the special character of the Bradfordville Study Area. The
31 ~~overlay BCCD~~ district is provided to ensure that goods and services are provided primarily
32 for the area residents rather than serving a regional market and providing development
33 consistent with the character of the area. The BCCD district is also intended to provide more
34 focused development reviews for projects associated with sensitive historical, cultural or
35 environmental resources. The ~~overlay BCCD~~ district is implemented by the following
36 zoning districts: BC-1 Bradfordville Commercial-Auto Oriented District, BC-2
37 Bradfordville Commercial-Pedestrian Oriented District, BCS Bradfordville Commercial
38 Services District, BOR Bradfordville Office Residential District, OS Open Space, and PUD
39 Planned Unit Development. The ~~Bradfordville Mixed Use Overlay District BCCD~~
40 boundaries are is defined in Figure 10-1006(1)A. Expansion of this district shall be
41 prohibited until a new commercial needs assessment has been completed in 2030.

(b) *Allowable uses.* The uses permitted in the ~~BOD~~ BCCD are those provided in the underlying zoning district. The overall intensity of development of land may not exceed that permitted by the underlying zoning district, and may be further reduced in accordance with special development and design standards set forth in this division. The following uses shall be prohibited regardless of the zoning district:

(1) Automotive service and repair

(2) Towing, wrecking and recovery services

(3) Pawn shops

(4) Pest control services

(5) Cemeteries

(6) Crematoriums

(7) Dry cleaning plants

(8) Gun firing ranges

(9) Self-moving operations

(10) Wholesale building supplies

Any development proposing warehousing, mini-warehousing, or self-storage shall require a Type "D" site plan review.

(c) *Development standards.* Development standards are established in the underlying zoning district as set forth in this division. Developments affecting land within the ~~BOD~~ BCCD shall be subject to review pursuant to division 4 of article VII of this chapter and shall comply with the following development standards:

(1) *Site analysis:* A comprehensive site analysis is required before planning and design begins. The analysis should examine the site's physical properties, amenities, special problems, character, and the neighboring environment of the site.

(2) *Stormwater:* Development or redevelopment of any property located within the BCCD shall be subject to compliance with the Bradfordville Stormwater Standards outlined in Article IV of this Chapter.

(23) *Roadway access standards:* In order to protect the roadway capacity of Thomasville, Bannerman, and Bradfordville Roads, new direct access is prohibited along the arterial and collector roadways except as permitted in this division.

(34) *Site design:* Building and site design shall comply with the Bradfordville Site and Building Standards Guidelines Manual adopted by the Board of County Commissioners. Low impact design alternatives shall be incorporated into all site and development plans within the BCCD district. Development within the overlay shall provide integration of the proposed use and development with the adjacent uses and developments including, but not limited to, access/egress, building and parking location/orientation, natural and landscaped areas. Development shall incorporate the existing natural features of the development site into site and development plans avoiding clearing of expansive naturally vegetated areas. Parking areas shall be buffered

1 from all public roadways through placement of vegetation and/or topography or
2 manmade structures.

3 (45) *Signage*: All signage shall be proportional to the roadway classification along which it
4 is located. Larger signs will be permitted along arterial roadways, smaller signs will be
5 permitted along collector roadways, and the smallest signs will be permitted along local
6 nonresidential streets. Freestanding signs are prohibited in the BC-2 district along local
7 streets. Roof signs and pole signs are prohibited within the ~~overlay district~~ BCCD.
8 Freestanding signs within the BCCD shall be limited to monument style construction
9 and architecturally compatible with the principle structure to which it is related.

10 (56) *Lighting*: All building lighting and parking area lighting shall be downward directional.
11 Lighting in parking areas shall be restricted to low mounted closely spaced fixtures to
12 minimize glare.

13 (d) *Existing uses and structures*: The provisions of this section and the implementing zoning
14 districts shall not apply to any properties which have currently existing conforming uses and
15 structures. However, expansion or redevelopment of existing sites shall be subject to this
16 section and the implementing zoning districts.

17
18 ~~A design manual shall be developed by the county to define the design standards. This design~~
19 ~~manual shall be separately approved by the Board of County Commissioners.~~
20

Figure "A"

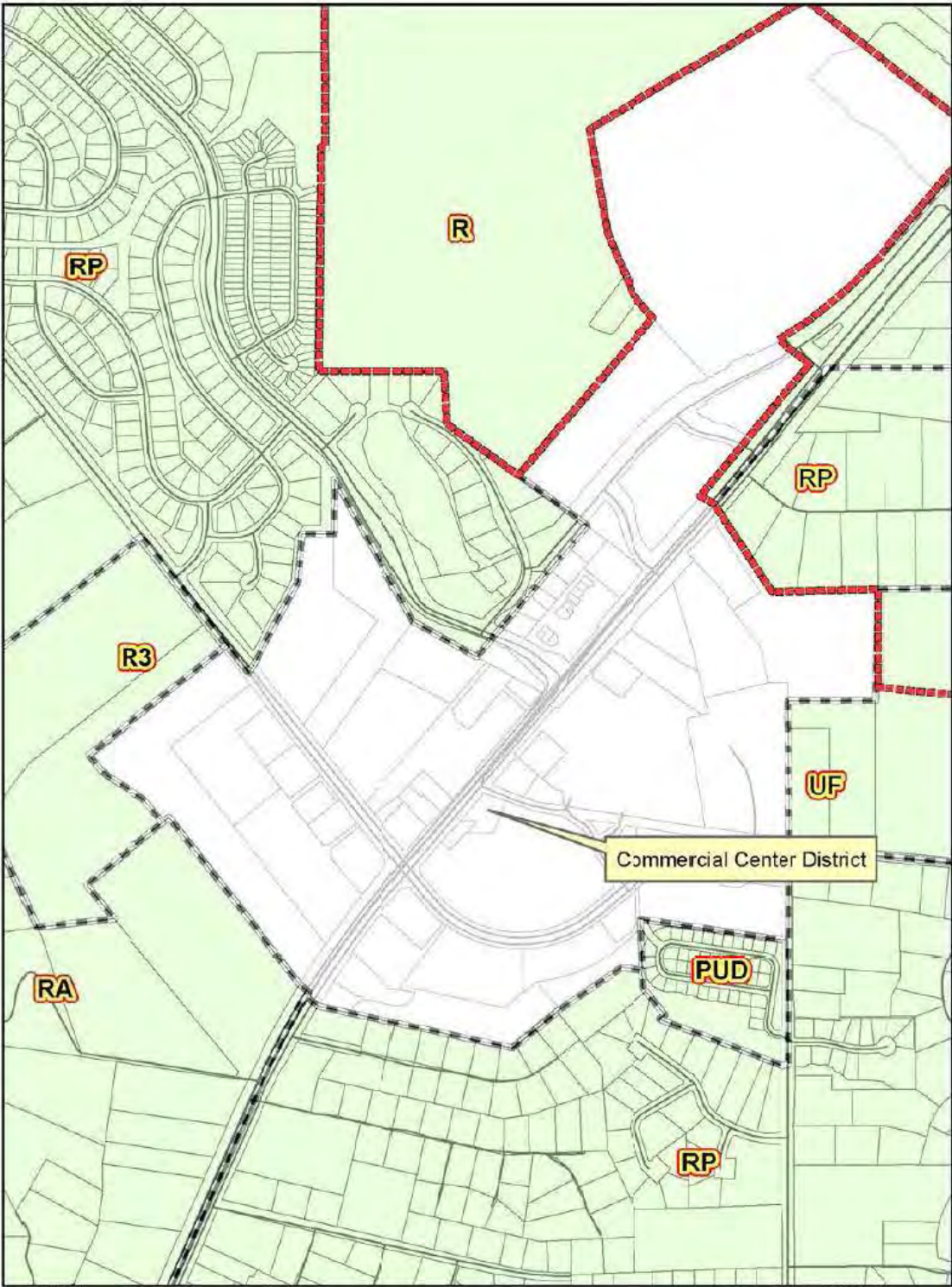


Figure "A"
Bradfordville Commercial Center District
Map Produced by Marcus Curtis GIS Tech II 9/23/14

1 inch = 900 feet

Legend

- City Boundary
- Local Streets
- Major Streets
- Water
- Commercial Center

GIS

Disclaimer: This product has been compiled from the most accurate available data from Leath County and the City of Tallapoosa and the Leath County Property Appraiser's office records. The product is for reference purposes only and is not to be construed as a legal document or a survey instrument. A reliance on the information contained herein at the user's own risk. The City of Tallapoosa and the Leath County Property Appraiser's office assume no responsibility for any error or omission contained herein or any misreading thereof.

SECTION 8. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any part of this ordinance which is inconsistent, either in whole or in part, with the said Comprehensive Plan.

SECTION 9. Severability. If any word, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date. This ordinance shall be effective according to law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this _____ day of _____, 2015.

LEON COUNTY, FLORIDA

By: _____
Kristin Dozier, Chairman
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

Exhibit “A”



Bradfordville Sector Plan Updates

5.0 Bradfordville Commercial Center District

5.1 Background and Policy Update

In June of 2000, the Board of County Commissioners adopted the Bradfordville Sector Plan (BSP) to implement a strategy and regulatory framework to protect the rural quality of life and to provide for a pedestrian-oriented village center. The BSP provided a 20 year outlook for the Bradfordville Study Area (BSA). Additionally, the BSP was designed to phase the development of the commercial districts over this 20 year period along with a 350,000 square foot commercial cap for development within the Commercial Overlay Zone 1 (CO-1). This commercial cap was intended to be re-evaluated after 10 years, and if necessary, commercial could be expanded into the areas designated Commercial Mixed Use Overlay Zone 2 (CMUO-2).

In the late 2000's, the entire country experienced an economic decline which had significant impacts on new development. As a result, only limited development occurred for a number of years in Leon County and consequently, by 2010 the 350,000 square foot commercial cap in the Bradfordville Commercial districts had not been realized. Therefore, as of 2010, a re-evaluation of commercial needs was not required. Consequently, staff determined that the cap of 350,000 had expired as well. However, by 2014 the economy began to recover and renewed interest in commercial development began to increase. As a result, in early 2014, the Board of County Commissioners (Board) directed staff to begin a process to re-evaluate the commercial needs for the Bradfordville Commercial districts.

A Bradfordville Commercial Needs Assessment Citizen Committee (hereinafter referred to as the "citizen committee"), which included representatives of homeowner's associations, representatives of the development community, representatives of interested environmental protection coalitions as well as representatives of the County, was created to ensure that all interested parties were provided the opportunity to comment on and shape the future development of the Bradfordville Commercial districts. The citizen committee also included prior members of the "working groups" responsible for the development of the BSP in 2000.

During the summer of 2014, staff began analyzing the existing development within the Bradfordville Commercial districts as well as analyzing the remaining vacant properties. In

1 addition, staff analyzed the data from the most recent Census survey and gathered information
2 from the County's Geographic Information System (GIS) to determine growth of the area, both
3 non-residential and residential. In keeping with the original methodology used to create the BSP,
4 staff utilized the same methodology to ascertain the projected growth for the BSA. This
5 additional growth in residential along with the existing non-residential development, provided
6 staff with an estimation of commercial needs.

7
8 In addition to the estimation of commercial needs, staff evaluated the remaining vacant and
9 unentitled (no specific development approvals or agreements) property within the Bradfordville
10 Commercial districts. Staff calculated approximately 34 acres of vacant property remained.
11 These vacant properties are located in each of the Bradfordville Commercial districts, with a
12 majority of the vacant property located within the BC-1 zoning district.

13
14 Staff initially provided the newly formed citizen committee with their findings in August 2014.
15 These findings noted that the population for Leon County was projected to grow approximately
16 0.7% over the next 20 years. The projected commercial needs were initially projected to be
17 approximately 156,000 square feet. Should the market flexibility factor (1.44) be included, as
18 was used in the original study in 2000, a revised commercial needs calculation of 225,000 sq ft
19 would be established.

20
21 However, the citizen committee determined that this methodology of calculating square footage
22 was not effective in implementing the intent of the BSP. The committee found that the Sector
23 Plan did not effectively implement the desired development pattern of a pedestrian friendly
24 "village center" and resulted in more "big box" developments and less pedestrian friendly retail
25 developments. As a result of these lessons learned, the committee focused on revising the
26 standards to require a more intense, pedestrian friendly development pattern consistent with the
27 intent of the BSP and prevent future "big box" developments.

28
29 Another goal of the BSP was the protection of the natural water resources. The BSA contains
30 the most stringent stormwater standards in Leon County. Any development in the BSA is
31 already required to meet the Bradfordville Stormwater Standards. Therefore, the consensus of
32 the citizen committee was to continue to allow development in the commercial districts, without
33 regard to any defined maximum square footage cap, provided the development meets the
34 stringent Bradfordville Stormwater Standards.

35 36 5.2 Recommendations for New Plan Horizon

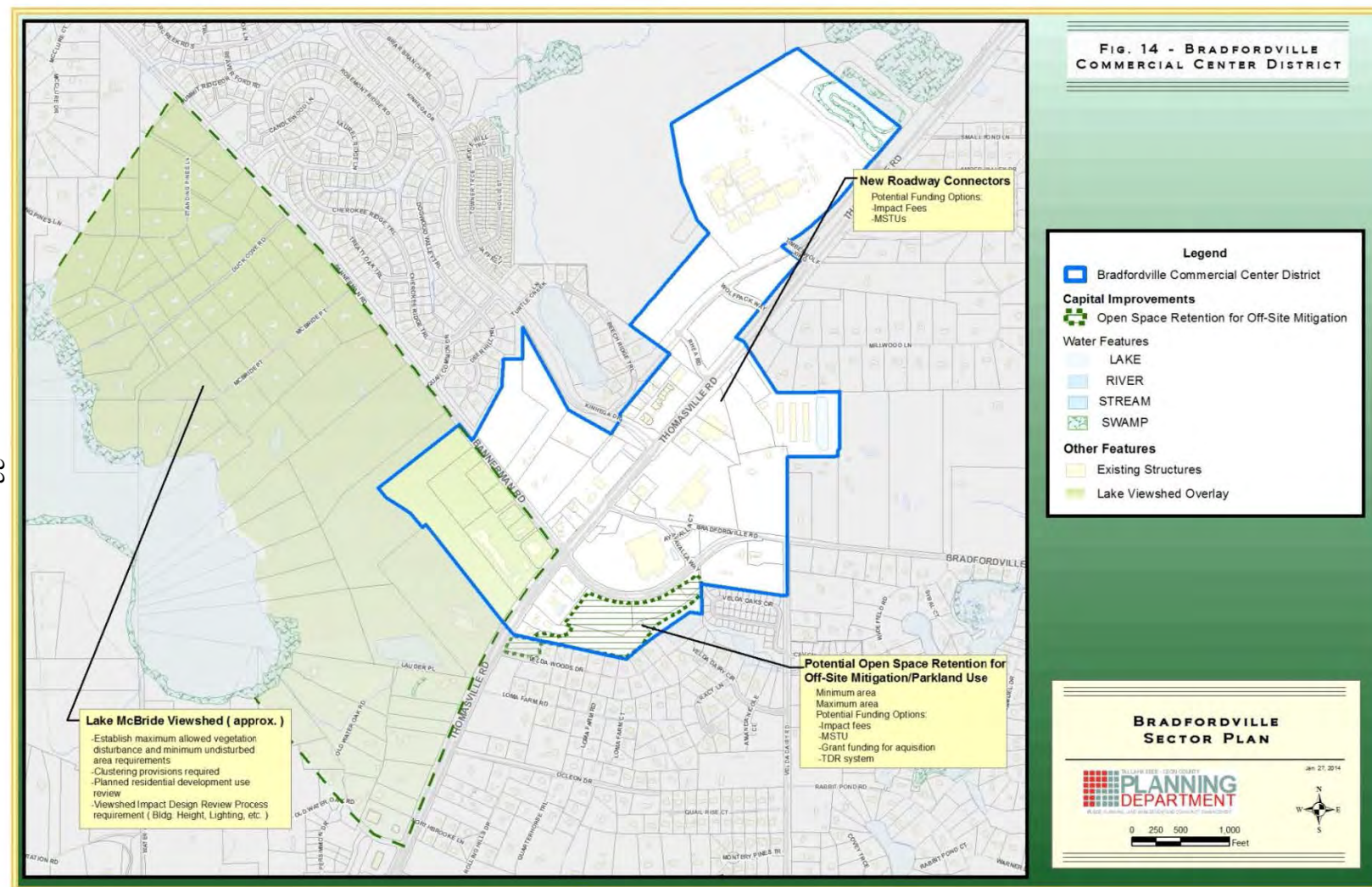
37
38 The BSP was originally developed with the intent of phasing development over a period of 20
39 years. This phasing was to be accomplished utilizing commercial overlay districts. The
40 Commercial Overlay Zone 1 (CO-1), the Commercial Mixed Use Overlay Zone 2 (CMUO-2)
41 and the Village Center (VC) overlays were established with the intent of focusing development
42 within the CO-1 overlay and VC overlay for the first 10 years. A maximum square footage of
43 350,000 square feet was established to limit development over the first 10 year phase. After
44 2010, it was intended that any additional commercial needs would be determined through a
45 needs assessment. The CMUO-2 overlay was intended to be developed after this maximum cap
46 had been reached and after a commercial needs assessment in 2010.

1 Without a need for a specific maximum square footage limitation, the commercial overlays are
2 no longer necessary to implement the intent of the BSP. Each zoning district, along with a
3 defined “Bradfordville Commercial Center District (BCCD)”, shall regulate and guide new
4 development and redevelopment of properties within the commercial district. Each zoning
5 district as well as the aforementioned BCCD shall incorporate the site design and development
6 standards originally outlined in the BSP recommendations of Section 4.

7
8 With the retraction of the commercial overlays, each zoning district shall require amendments to
9 incorporate various density and intensity provisions previously found in the commercial overlay
10 districts. These Bradfordville zoning districts shall be amended to allow flexibility in site design,
11 including, but not limited to, revised height limits, revised parking standards, and site layout.
12 For those districts that only allow a maximum height of 2 stories, the height shall be increased to
13 3 stories, with the exception of the area within the Lake McBride Scenic Overlay wherein the
14 height limit will remain 30 feet. The lot coverage development standard shall be removed from
15 each district. For all new development and redevelopment, impervious surface coverage shall be
16 determined based on meeting the Bradfordville Stormwater Standards as well as other
17 development standards within the BCCD and individual zoning districts. Incentives may be
18 developed that allow alternative design criteria enabling more efficient and creative uses of a
19 site.

20
21 The plan horizon shall be amended to reflect a new 15 year scope, from 2015 to 2030 in order to
22 be consistent with the Comprehensive Plan. This scope shall be re-evaluated in 2030 to conduct
23 a new commercial needs assessment. During this horizon, expansion of the Bradfordville
24 Commercial Center shall be prohibited. Finally, staff shall consider amendments to the
25 Comprehensive Plan to limit further expansion of the commercial district. These amendments
26 may include a retraction of the Bradfordville Mixed Use (BMU) Future Land Use category to
27 include only the area within the Bradfordville Commercial Center District. With the removal of
28 the overlays, a new “Bradfordville Commercial Center District” Map will be required.
29 Therefore, Figure 12 of the BSP will be superseded by a new Figure “14” to identify the
30 boundaries of the new “Bradfordville Commercial Center District.”
31

Exhibit "B"



2014 Bradfordville Commerical Needs Assessment Committee

Citizen Members

1. Trina Searcy, President of Killearn Lakes HOA
2. Fred Breeze, President of Lake McBride HOA
3. Neil Fleckenstein, Planning Coordinator, Tall Timbers Land Conservancy
4. Pam Hall, member of CeRCA (Centerville Rural Community Association)
5. Carolyn Bibler, Bibler Design Development
6. Tom O'Steen, Moore Bass Consulting



"People Focused. Performance Driven"

MEMORANDUM

TO: Ryan Culpepper, Leon County Department of Development Support Services and Environmental Management

THRU: Russell Snyder, Land Use Division Manager, TLCPD

FROM: Mary Jean Yarbrough, Senior Planner, TLCPD

DATE: January 6, 2015

SUBJECT: Consistency Review—Bradfordville Sector Plan and Zoning Districts Amendment Ordinance

Introduction

The proposed ordinance amends the Bradfordville Sector Plan and also sections of the Code of Laws of Leon County. Specifically, the following changes are proposed:

Bradfordville Sector Plan

- Adding a new Chapter 5 titled, "Bradfordville Commercial Center District", which will provide guidance for future development and would establish an updated 15 year horizon making it consistent with the Comprehensive Plan horizon of 2030.
- Replacing Figure 12 with a new Figure 12 titled, "Bradfordville Commercial Center District".

Leon County Code Of Ordinances

- Revise Section 10-6.673, Bradfordville Commercial Auto-Oriented District, Section 10-6.674, Bradfordville Commercial-Pedestrian Oriented District, Section 10-6.676, Bradfordville Commercial Services District, Section 10-6.676, Bradfordville Office Residential District, and Section 10-6.677 Bradfordville Commercial Overlay District, and Section 10-6.680 Bradfordville Mixed-Use Overlay District to reflect the Bradfordville Commercial Needs Assessment Committee's proposed development standards to allow more intense development in the commercial areas.

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

After reviewing all Comprehensive Plan goals, objectives, and policies regarding the Bradfordville Study Area, staff notes the applicable Land Use policies set forth below. The Bradfordville Sector Plan was established to provide services to residents that do not promote urban sprawl so as to protect the rural character of the Bradfordville area. The proposed amendments to the Sector Plan and the Code are necessary to reflect the changing needs of the community as determined by the Bradfordville Commercial Needs Assessment Committee.

Land Use Element Objective 1.7 provides a framework for mixed used development within the Bradfordville Sector Plan area. The objective includes statements of intent for overall development in the sector, including:

- a) Provide opportunity for residential, shopping, employment, education and recreation use within walking distance of each other;
- b) Encourage a mix of complimentary land uses and concentrations of mixed use development in appropriate locations;
- c) Ensure that zoning implementation does not promote sprawl development, nor concentrations of single use development; and

The proposed revision to the sector plan map and the proposed code changes will continue to support mixed use development within walking distance. Additionally, the proposed changes will continue to curb urban sprawl by prohibiting further expansion of the newly named Bradfordville Commercial Center District and by allowing development to build more intensely with the removal of the impervious surface cap of 40%. The proposed restriction to limit the size of single-use tenants in each zoning district will also help deter concentrations of single use development.

Land Use Element Policy 2.2.6 establishes the intended function and components of the Bradfordville Mixed Use land use. Some specific goals are to:

- Limit gross leasable square footage per parcel in commercial development allocations.
- Create a village atmosphere with an emphasis on low to medium density residential land use, small-scale commercial shopping opportunities for residents, schools and churches, and recreation.
- Keep all nonresidential land uses minimal to reduce the intrusive impact upon the predominate residential land use.
- Allow all of the development patterns within the Bradfordville Mixed Use.

The proposed revisions to the sector plan, which include the creation of a new section that provides guidance for future development and establishes an updated 15-year planning horizon, is consistent with the above policies. These changes will continue to create a village atmosphere with an emphasis on smaller-scale commercial land uses.

Land Use Element Policy 3.3.1 provides criteria as to where commercial and non-residential development shall be located to be compatible with adjacent uses and also states that development will be designed to promote transit, bicycling, and walking in the Bradfordville Mixed Use Future Land Use category.

The proposed revision to the sector plan and the proposed code changes will continue to support this policy by continuing to restrict where commercial development can occur and to maintain the current design standards to promote alternative transportation.

Recommendation

Staff recommends that the Planning Commission find the proposed ordinance consistent with the *Tallahassee-Leon County Comprehensive Plan*.

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “County”) will conduct a public hearing on Tuesday, January 27, 2015, 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 adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE BRADFORDVILLE SECTOR PLAN, ADOPTED BY ORDINANCE 00-31; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.673, BRADFORDVILLE COMMERCIAL-AUTO ORIENTED DISTRICT; AMENDING SECTION 10-6.674, BRADFORDVILLE COMMERCIAL-PEDESTRIAN ORIENTED DISTRICT; AMENDING SECTION 10-6.675, BRADFORDVILLE COMMERCIAL SERVICES DISTRICT; AMENDING SECTION 10-6.676, BRADFORDVILLE OFFICE RESIDENTIAL DISTRICT; REPEALING SECTION 10-6.677, BRADFORDVILLE COMMERCIAL OVERLAY DISTRICT; AMENDING SECTION 10-6.680, BRADFORDVILLE MIXED USE OVERLAY DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

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 Jon Brown 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 said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk’s Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: January 16, 2015

F91-00306

**Leon County
Board of County Commissioners**


Notes for Agenda Item #33

Leon County Board of County Commissioners

Cover Sheet for Agenda #33

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of the Office of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Ryan Aamodt, Management Intern

Fiscal Impact:

This item has programmatic fiscal impacts. The Board's adoption of this proposed Ordinance to effectuate the reallocation of the Tourism Development Tax (TDT) would increase the TDT dedicated to the Council on Culture & Arts (COCA) from approximately ½-cent TDT (\$504,500) to a total 1¼-cent TDT, or an estimated \$1,125,000 beginning in FY 2015. The dedicated 1¼-cent TDT shall be used to support the cultural plan and grant programs administered through COCA. Specifically, monies accrued from the ¼ - cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. In addition, ¼ cent will be utilized for tourism related expenses as determined by the Board.

Staff Recommendation:

- Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A (Attachment #1).
- Option #2: Approve the Resolution to ensure that allocated Tourism Development Tax revenues to COCA shall be utilized in accordance with the uses authorized in Florida Statute 125.0104 (Attachment #2).

Report and Discussion

Background:

During the December 9, 2014 meeting, the Board reached an agreement with the City of Tallahassee (City) regarding the reallocation of the TDT currently dedicated to the performing arts center. To effectuate this agreement, two Interlocal Agreements were amended and a new Interlocal Agreement was created.

As part of the reallocation of the one-cent TDT dedicated to the Performing Arts Center, the County, City, and CRA reached a new agreement to allocate a total of one-cent of TDT to support both City and County cultural grants starting in FY 2015. In addition, for five years beginning in FY 2015, the County shall dedicate an additional $\frac{1}{4}$ cent of the one-cent previously dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the $\frac{1}{4}$ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. During this five-year term, the City and County will continue to commit general revenues funds in the amount of about \$150,000 each towards the operation of COCA. The City and the CRA subsequently approved the new agreement on December 10 and 11, respectively.

Analysis:

The County Attorney's Office has prepared a draft Ordinance amending the Tourist Development Plan as directed by the Board. Any changes to the Tourist Development Plan must be approved by Ordinance, adopted upon affirmative vote of a majority plus one additional member of the Board, pursuant to section 125.0104(4)(d), Florida Statutes. The proposed Ordinance has been advertised consistent with state law and the Leon County Code of Laws (Attachment #3).

This proposed Ordinance would effectuate the newly adopted Interlocal Agreements to ensure the appropriate level of funding by the TDT to support COCA in its mission to serve the community in the realm of the arts. This proposed Ordinance would increase the TDT dedicated to COCA from approximately $\frac{1}{2}$ -cent TDT (\$504,500) to a total $1\frac{1}{4}$ -cent TDT, or an estimated \$1,250,000 beginning in FY 2015. Expenditure of the aforementioned funds must be used for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, and consistent with uses authorized in section 125.0104, Florida Statutes. Specifically, monies accrued from the $\frac{1}{4}$ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. In addition, $\frac{1}{4}$ cent will be utilized for tourism related expenses as determined by the Board. The proposed Ordinance also provides the Tourism Development Council (TDC) an opportunity to make recommendations to the County Commission on appropriate requirements for the capital needs matching grants for arts and cultural facilities program, if any.

The proposed Ordinance acknowledges that the one cent previously dedicated to the performing art center(s) shall no longer be dedicated to the performing arts center(s) and shall be retained by the County and to reflect the County and City's dedication to increase support for cultural grants programs utilizing TDT revenues. It is also important to note that on December 9, 2014, the Board approved an Interlocal Agreement that requires the County and City to provide no less than \$150,000 from general revenue to support COCA's operation expenses.

In addition, the attached Resolution seeks to ensure that the TDT funds which are allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and the components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, are utilized in accordance with section 125.0104, Florida Statutes (Attachment #2). It also provides a brief description, the relationship to promotion of tourism, allowable and non-allowable expenditures for the cultural grants program, the capital needs matching grants for arts and cultural facilities program, and the components of the Cultural Plan that support economic development through tourism and related marketing.

If the Board adopts the proposed Ordinance and approves the proposed Resolution, staff will bring back to the Board a contract between the County and COCA to effectuate the increase in TDT support for the 2015 cultural grant program and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing.

Options:

1. Conduct the first and only public hearing and adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A (Attachment #1).
2. Approve the Resolution to ensure that allocated TDT revenues to COCA shall be utilized in accordance with the uses authorized in Florida Statute 125.0104 (Attachment #2).
3. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
4. Do not approve the Resolution to ensure that allocated TDT revenues to COCA shall be utilized in accordance with the uses authorized in Florida Statute 125.0104.
5. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Proposed Ordinance Amending Article III of Chapter 11 of the Code of Laws of Leon County Regarding the Tourist Development Tax; Amending Section 11-47 Relating to the Tourism Development Plan; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
2. Resolution to Ensure that Tourism Development Tax Funds which are Allocated for the Cultural Grant Program, the capital Needs Matching Grants for Arts and Cultural Facilities Program, and Components of the capital Area Cultural Plan that Support Economic Development Through Tourism and Related Marketing, are Utilized in Accordance with Section 125.0104, Florida Statutes.
3. Notice of Public Hearing

EXHIBIT A

LEON COUNTY TOURIST DEVELOPMENT PLAN

(Date of Adoption: January 27, 2015~~February 12, 2013~~)

The Tourist Development Plan contained herein will serve as a blueprint to guide the activities of the Leon County Tourist Development Council (TDC) and the expenditure of tourist development tax revenue. The goal of this plan is, including but not limited to: increasing the number, length of stay and expenditures of visitors to the County in pursuit of business, conference/convention, leisure, educational, sports or film related travel.

As designed in Section 125.0104, Florida Statutes, the TDC shall act as an advisory council to the County Commission on matters pertaining to the expenditure of tourist development tax proceeds. This body shall meet at least quarterly and, from time to time, shall make recommendations to the County Commission for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The TDC shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the County. Expenditures which the TDC believes to be unauthorized shall be reported to the County Commission and the Department of Revenue.

An annual Marketing Plan and budget will be developed by County staff, utilizing industry stakeholder input, and thereafter presented to the TDC for its consideration. The TDC will then issue a recommended budget in support of the Marketing Plan to the County Commission.

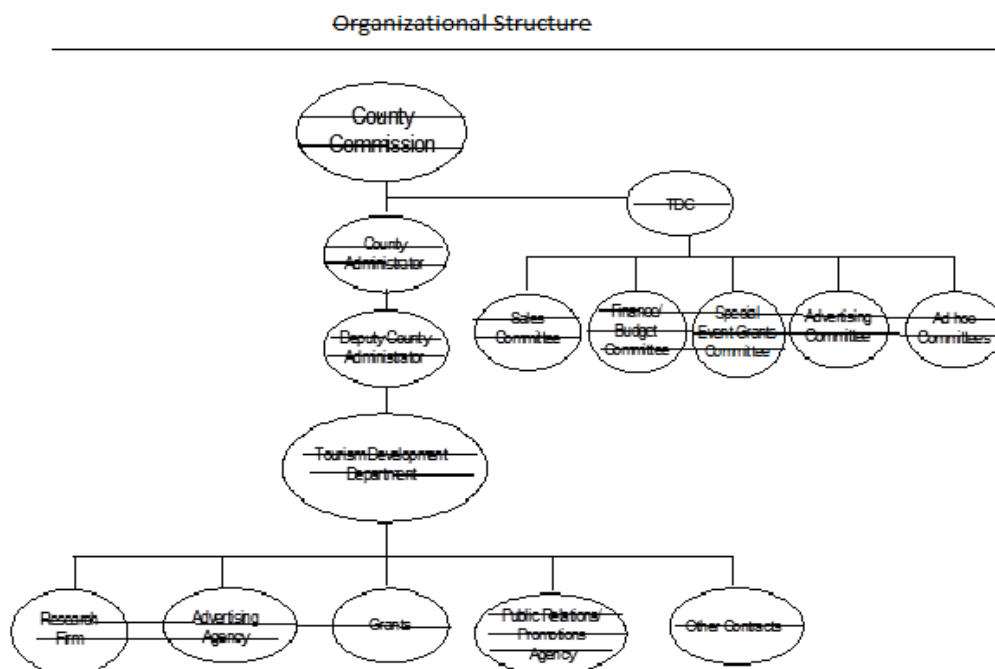
Expenditures which the TDC believes support an optimum Marketing Plan for Tourist Development may be allocated to the following elements: (1) advertising; (2) public relations/promotions; (3) research and analysis; (4) direct sales; (5) convention and visitor services; (6) special events; ~~and~~ (7) administration; and (8) the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing. Effective October 1, 2014, the one-cent tourist development tax which had been dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida law. ~~The budget allocations for construction,~~

~~operation, maintenance, and associated costs of a Performing Arts Center have been established by Ordinance at 20% of tourist development tax collections.~~

All expenditures of tourist development tax revenues, including the Marketing Plan shall be presented to the County Commission as annual recommendations of the TDC, but in no case, shall the total of all budget allocations exceed 100 percent of the annual estimated revenue budget.

It is the intent of the County Commission that excess funds accumulated annually in the Fund Balance may be used in non-budgeted tourism promotion situations, such as following natural disasters, emergencies, or other unanticipated events, subject to the approval of the County Commission.

Staff assistance to the TDC shall be provided by Leon County employees in the Department of Tourism Development under the direction of the County Administrator or his designee, on behalf of the Board of County Commissioners. ~~The director of this department shall report to the County Administrator through the Deputy County Administrator. The operational flow of the TDC is presented below:~~



In order for the TDC to have best possible information to serve as an advisory council to the County Commission, tourism development staff will provide at least quarterly reports to the TDC on its activities. In addition, the contractors providing services for marketing research, advertising and public relations/promotions will also make similar reports. Periodic issues relating to the tourism industry will be presented and discussed as desired or necessary.

The TDC will recommend expenditure of available tourist development tax dollars in the following categories:

Advertising

Advertising is an important component in the TDC's Marketing Plan. An advertising agency or agencies may be retained by the County after a thorough search of appropriate firms is conducted. The agency will work with staff and the TDC's advertising committee and be responsible for developing an image of the County that will be uniformly projected in all the visitor related advertising including TV, radio, print, internet, etc.

The agency, as directed and coordinated by staff, will be responsible for the following tasks:

1. Create, produce and place advertising messages that increase awareness of the County as a destination for business, convention, sports, film, leisure travel and other niche markets once identified.
2. Develop a media plan that identifies the optimum utilization of available advertising dollars to both leisure and various trade markets.
3. Develop cooperative advertising programs with hotels, airlines, attractions and other industry stakeholders.
4. Maximize the reach and effectiveness of www.visittallahassee.com and any other Web sites that may be utilized by the County for tourism promotion.
5. Provide support in the development and production of targeted collateral materials such as the Visitor Guide.
6. Other tasks as assigned.

Public Relations/Promotions

A public relations firm may be retained by the County to perform the following functions:

1. Develop a public relations strategy consistent with the goals of the Marketing Plan for Tourist Development.
2. Develop and coordinate promotions to support advertising efforts.
3. Develop and implement publicity strategies for key markets and targeted media.
4. Design and implement strategies to communicate with local citizens the achievements and goals of the TDC.
5. Develop and coordinate strategies to support advertising and publicity efforts.
6. Other tasks as assigned.

Research and Analysis

Research will help provide a clear understanding of who is the County's core customer and identify the size and scope of certain target markets to help to refine the creative message intended to be conveyed. The research firm of record will seek to generate information from visitors and potential visitors which can be utilized in developing marketing strategies. The information will be gathered by interviews with visitors at hotels, airports, attractions and other businesses frequented by tourists, business conferences and conventions, and special events. Interviews may also be conducted with visitors in key target cities and via the Internet to determine their perceptions of Tallahassee as a destination for convention, vacation, business, etc. Questions will be asked and research analyzed on items such as length of stay, money spent, demographic considerations and interest in specific activities, etc. Research and analysis will be utilized to help establish benchmarks from which to measure the TDC's success with advertising, promotion and direct sales strategies. Research will provide the necessary information to make course corrections in marketing strategy.

Direct Sales

Direct sales shall comprise a very important component of the Marketing Plan. It is vital to effectively mesh the direct sales efforts with the advertising and public relations strategies in order to be successful in winning leisure, sports and convention and conference business. Direct sales involves a host of activities directed at conference planners, travel agents, tour operators,

consumers, film producers, sports promoters and others as identified including attending related trade and consumer shows, conducting sales missions, direct mail and email, and joining and becoming active in trade associations. It also involves doing a good job of servicing these groups when they come to Leon County. The advertising and public relations agencies will be supportive and ensure printed materials, ads, and publicity are cohesive and effectively communicate the tourism related messages of the TDC and County.

Convention and Visitor Services

An essential ingredient in marketing conventions to prospects is the quality of services rendered. Details must be efficiently handled to make a convention a success, such as: hotel rooms, air and ground transportation, support services, catering, etc. A welcoming and informative visitor services program is also important in making all guests feel that the County is a special destination and one worth returning to on a regular basis.

Special Events

The Marketing Plan shall also recognize the importance of special events in drawing visitors to the destination, especially in shoulder months. The TDC will recommend a grant program to assist groups and organizations in marketing new and existing events that are proven or have the potential to draw overnight visitation to the County.

Administration

The County will hire professional staff as necessary to handle administrative matters and to carry out its policies. The responsibilities of the director shall include but not be limited to the following:

1. Ensure all programs and activities comply with state and federal statutes and local ordinances.
2. Direct, coordinate and monitor activities of all professional staff and tourism related firms or vendors under contract with the County.
3. Develop, direct, coordinate and monitor the annual Marketing Plan as recommended by the TDC and approved by the County Commission.
4. Direct, coordinate and monitor the marketing grant program as approved by the TDC.

5. Coordinate and act as liaison to all local and regional stakeholders involved with tourist related development including the Chambers of Commerce, universities, arts groups, state and local tourist agencies, hotels, attractions and restaurant associations, etc. Also work with local, state and regional media to effectively communicate TDC and County programs to the public and to convey the importance of increased visitor business to the local economy.
6. All other duties as assigned.

Cultural Grant Programs

Commencing October 1, 2014, one cent of the tourist development tax may be allocated to support both the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing.

In addition, for five years commencing October 1, 2014, the County may dedicate an additional ¼ cent of the tourist development tax to support the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing. Monies accrued from the ¼ cent tourist development tax during Fiscal Year 2015 shall be held in arrears by the County and distributed to the Council on Culture and Arts (COCA) in each subsequent fiscal year.

The funds described above shall be utilized by COCA for the support of the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and implementation of the Capital Area Cultural Plan, provided such projects, programs and expenses associated therewith are consistent with the uses authorized in section 125.0104, Florida Statutes. The TDC shall make recommendations to the County Commission on appropriate requirements for the capital needs matching grants for arts and cultural facilities program, if any. Commencing October 1, 2019, the ¼ cent tourist development tax described in the second subparagraph above shall be reallocated to the Tourism Development Division to

fund expenditures consistent with those authorized uses set forth in section 125.0104, Florida Statutes.

Summary

The goal of the Tourist Development Council is to be a respected and trusted advisory council to the County Commission on matters relating to the expenditure of tourist development tax proceeds. It is the intention of the TDC to maximize the involvement and coordination among local stakeholders for the overall achievement of our community visitor goals. The TDC will work closely with staff and the contractors to develop and recommend the best possible annual Marketing Plan and budget with the understanding that maximizing the amount of tourist development tax dollars available for marketing is a vital consideration.

The County Commission shall adopt, upon recommendation of the TDC, a tourism vision statement and a tourism mission statement that will provide additional guidance for all TDC recommendations.

RESOLUTION NO. R15 - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, MAKING LEGISLATIVE FINDINGS TO ENSURE THAT TOURIST DEVELOPMENT TAX FUNDS WHICH ARE ALLOCATED FOR THE CULTURAL GRANT PROGRAM, THE CAPITAL NEEDS MATCHING GRANTS FOR ARTS AND CULTURAL FACILITIES PROGRAM, AND COMPONENTS OF THE CAPITAL AREA CULTURAL PLAN THAT SUPPORT ECONOMIC DEVELOPMENT THROUGH TOURISM AND RELATED MARKETING, ARE UTILIZED IN ACCORDANCE WITH SECTION 125.0104, FLORIDA STATUTES.

WHEREAS, section 125.0104, Florida Statutes, provides procedures for levying a tourist development tax and for the authorized uses of the tax; and

WHEREAS, in accordance with section 125.0104, Florida Statutes, the Board has adopted ordinances imposing a tourist development tax, which ordinances are codified at Chapter 11, Article III, Sections 11-46 through 11-53 of the Leon County Code of Laws; and

WHEREAS, Section 11-47 of the Leon County Code of Laws provides that tourist development tax revenues shall be used to fund the Leon County Tourist Development Plan; and

WHEREAS, the Board has amended the Tourist Development Plan to provide for the allocation of tourist development tax funds to support the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing; and

WHEREAS, the Tourist Development Council shall make recommendations to the Board on the appropriate requirements for the capital needs matching grants for arts and cultural facilities program; and

WHEREAS, the Board does hereby make by this Resolution, legislative findings to ensure that tourist development tax revenues which are allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, shall be utilized in accordance with the uses authorized in section 125.0104, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

Section 1. Recitals. The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

Section 2. Definitions. For purposes of this Resolution, the following definitions apply.

A. “Promotion” means marketing or advertising designed to increase tourist related business activities.

B. “Tourist” means a person who participates in trade or recreation activities outside the county of his or her permanent residence, or who rents or leases transient accommodations (such as a hotel, motel, apartment, rooming house, mobile home park, recreational vehicle park, condominium, or timeshare resort) for a term of six months or less.

C. “Tourism Marketing” means the action or business of promoting and selling products or services, including market research, advertising, public relations, promotions, social media, direct sales and visitor services.

Section 3. Components of the Capital Area Cultural Plan that support economic development through tourism and related marketing.

a. Description of program. The goal of economic development through tourism and related marketing is to position and market the arts, culture and heritage as a strategic partner of Leon County economic development efforts. This is achieved through public and private funding of arts, arts organizations and cultural assets.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To maintain, operate, or promote one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.
- (ii) To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.
- (iii) To promote and advertise tourism in this state and nationally and internationally. However, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

c. Allowable expenditures include: a portion of general operating expenses to support the implementation of the Capital Area Cultural Plan, which may include, but is not limited to the following: tourism marketing; promotion; exhibit costs and rentals; guest artists; printing and graphic design; sets and costumes; lumber supplies and equipment (pertaining to exhibit production); production and technical expenses; site fees/costs; rights fees; postage and freight; a percentage of facility costs as they directly relate to an activity, service, venue or event in support of the program, which has as one of its main purposes the attraction of tourists; any other expenses directly attributable to the program, with the exception of those shown as not allowable; promotion, marketing and programming expenses; and paid advertising that reaches beyond Leon County with potential to drive overnight visitation.

Section 4. Cultural grant program.

a. Description of program. The purpose of the cultural grant program shall be to provide sub-grants and marketing awards to individual local cultural and arts organizations.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To promote one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.
- (ii) To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.
- (iii) To promote and advertise tourism in this state and nationally and internationally. However, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

c. Allowable expenditures include but are not limited to: tourism marketing; promotion; exhibit costs and rentals; guest artists; printing and graphic design; sets and costumes; lumber supplies and equipment (pertaining to exhibit production); production and technical expenses; site fees/costs; rights fees; postage and freight; a percentage of facility costs as they directly relate to an activity, service, venue or event in support of the grant program, which has as one of its main purposes the attraction of tourists; other expenses directly attributable to the grant program, with the exception of those shown as not allowable; promotion, marketing and programming expenses; and paid advertising that reaches beyond Leon County with potential to drive overnight visitation.

d. Non-allowable expenditures include: feasibility studies; architectural drawings; operational support and general operating expenses (administrative costs for running the organization, including but not limited to, salaries, travel, personnel, office supplies, mortgage, rent, operating overhead or indirect costs); costs associated with representation, proposal, or grant application preparation; lobbying; costs for bad debts, contingencies, fines, penalties, interest and other financial costs; costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships; programs restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, religion, creed, national origin, disability, age, or marital status; re-granting, contributions, and donations; reimbursement of costs that are paid prior to the execution of any grant agreement; capital expenses, including building projects, acquisitions, renovations, land acquisition, and other permanent improvements to physical plant (i.e. new roof, air conditioning systems, security fence, lighting grid). Capital expenses also include the purchase of equipment that is not directly related to the production of events or exhibits, and general overhead that is unrelated to programming and/or promotion (i.e. financial audit, board retreats, etc.).

Section 5. Capital needs matching grants for arts and cultural facilities program.

a. Description of program. The purpose of this program is to provide funding for renovation, new construction, or acquisition of cultural facilities located in Leon County. A cultural facility is a building that is to be used primarily for the programming, production, presentation, and/or exhibition, of arts and cultural disciplines, including but limited to, music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and heritage experiences. Capital improvement to a cultural facility would be an addition or renovation of a permanent structural improvement or the restoration of some aspect of the facility that will either enhance the overall value of the property or increase the useful life of the facility.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To acquire, construct, extend, enlarge, remodel, repair, improve, or maintain one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.

c. Allowable expenditures include: building construction projects, acquisitions, renovations, land acquisition, and other permanent improvements to the subject site (i.e. new roof, air conditioning systems, security fence, lighting grid). Capital expenses also include the purchase of equipment; architectural drawings; and costs for planning, including preliminary and schematic

drawings and design development documents necessary to carry out any such improvements to the site.

d. Non-allowable expenditures include: feasibility studies; general operating expenses (administrative costs for running the organization, including but not limited to, salaries, travel, personnel, office supplies, mortgage, rent, operating overhead or indirect costs); costs associated with representation, proposal, or grant application preparation; lobbying; costs incurred or obligated before the project timeline approved is in the grant process; costs for bad debts, contingencies, fines, penalties, interest and other financial costs; costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships; projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, religion, national origin, disability, age, or marital status; re-granting, contributions, and donations; reimbursement of costs that are paid prior to the execution of the grant agreement; private or exclusive entertainment (i.e. parties, receptions or benefits that are not open and accessible to the general public).

Section 6. Effective date. This Resolution shall become effective upon adoption.

DONE AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this 27th day of January, 2015.

LEON COUNTY, FLORIDA

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER

By: _____
CLERK

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By: _____
HERBERT W.A. THIELE
COUNTY ATTORNEY

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, January 27, 2015, 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 adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING ARTICLE III OF CHAPTER 11 OF THE CODE OF LAWS OF LEON COUNTY REGARDING THE TOURIST DEVELOPMENT TAX; AMENDING SECTION 11-47 RELATING TO THE TOURIST DEVELOPMENT PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

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 Jon Brown 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: 606-5300 or 606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 426
Tallahassee, Florida 32301

Advertise: January 16, 2015