BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

> Tuesday, October 24, 2017 3:00 p.m.

COUNTY COMMISSIONERS

John E. Dailey, Chairman District 3

Bill Proctor District 1

Bryan Desloge District 4

Mary Ann Lindley At-Large



Vincent S. Long County Administrator

Herbert W. A. Thiele County Attorney Jimbo Jackson District 2

Kristin Dozier District 5

Nick Maddox, Vice Chair At-Large

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

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

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

Board of County Commissioners

Leon County, Florida

Agenda

Regular Public Meeting Tuesday, October 24, 2017, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Dr. Ronny Raines, Pastor for Bradfordville Baptist Church Pledge of Allegiance by Commissioner Bryan Desloge

AWARDS AND PRESENTATIONS

- Presentation of the Annual Report of the Tallahassee-Leon County Commission on the Status of Women and Girls (Paula DeBoles-Johnson, Chairman of CSWG)
- Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report and Joint County/City Agreement with The Oasis Center for Women & Girls (*County Administrator/County Administration*)
 [This item is included under Consent 1]

[This item is included under Consent.]

CONSENT

- 2. Minutes: September 20, 2017 Regular Meeting (*Clerk of the Court*)
- 3. Payment of Bills and Vouchers (County Administrator/ Office of Financial Stewardship)
- 4. Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency and, Amended and Restated Lease Agreement between Leon County and Blueprint (*County Administrator & County Attorney*)
- Consideration of the Issuance of Request for Proposals for Bond Counsel and Disclosure Counsel (County Attorney)
- Proposed Public Notice of 2018 Board Meeting Schedule and the Proposed 2018 Board Travel Schedule (County Administrator/ County Administration)
- Citizen Charter Review Committee Additional Appointment and Approval to Waive a Conflict of Interest (County Administrator/ County Administration)

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- 8. Primary Healthcare Program for FY 2018 (County Administrator/ Office of Human Services & Community Partnerships)
- 9. Veterans Emergency Assistance Program Memorandum of Agreement with Emergency Care Help Organization (County Administrator/Office of Human Services & Community Partnerships)
- 10. Request to Schedule the First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order for November 14, 2017 at 6:00 p.m. (*County Administrator/Development Support & Environmental Management*)
- 11. Tallahassee Fire Department Certificate of Public Convenience and Necessity Renewal (County Administrator/ Emergency Medical Services)
- FY 2018 Springs Restoration Grant for the Passive Onsite Sewage Nitrogen Reduction Pilot Project (County Administrator/ Public Works/ Stormwater Management)
- 13. Interlocal Agreement with Florida Department of Environmental Protection for Lake Munson Sediment Testing (County Administrator/ Public Works)

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

- 14. Status Update on Short-Term Rental Platforms in Leon County (County Administrator/ County Administration/ Tourism Development)
- 15. FY 2016-2017 County Grant Program Leveraging Status Report (County Administrator/ Office of Financial Stewardship)
- 16. Final FY 16/17 Commissioner Discussion Items Status Report (County Administrator/ County Administration)
- Status Report on Human Rights Ordinance Following Favorable Outcome in Constitutional Challenge (County Attorney)

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

 Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (*Chairman*)

- 19. FY 17/18 Board Retreat Overview (County Administrator/ County Administration)
- 20. Status Report on the Sunsetting of the Downtown Community Redevelopment Area (County Administrator/ County Administration/ Office of Financial Stewardship)
- 21. Utilization of Tourist Development Taxes for the Capital City Amphitheater Support Space (County Administrator/Tourism Development)
- 22. Council on Culture & Arts Cultural Facilities Matching Grant Program (County Administrator/ County Administration/ Tourism Development)
- 23. Full Board Appointment to the Tourist Development Council (County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

• none

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

• Canopy Community Development District Fiscal Year 2018 Meeting Schedule

ADJOURN

The next Regular Board of County Commissioner's meeting is scheduled for <u>Tuesday, November 14, 2017 at 3:00 p.m.</u>

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

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2017 Leon County Board of County Commissioners **Meeting Schedule**

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Posted 4:30 p.m. on October 17, 2017

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PUBLIC NOTICE Leon County Board of County Commissioners 2017 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 preceding the Commission meeting.

Month	<u>Day</u>	<u>Time</u>	Meeting Type
January 2017	Monday 2	Offices Closed	NEW YEAR'S DAY Observed
	Tuesday 10	No Meeting	BOARD RECESS
	Monday 16	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 17	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 19	5:30 – 8 p.m.	Leon County Legislative Delegation Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 10 of the Leon County Code of Laws to Correct Scrivener's Errors and Inadvertent Inconsistencies
	Thursday 26	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
February 2017	Tuesday 31	9:00 a.m.	Community Legislative Dialogue Meeting
February 2017	Wednesday 1	9.00 a.m.	County Courthouse, 5 th Floor Commission Chambers
	Wednesday 1 & Thursday 2	FAC New Commissioner Workshop	Seminar for Newly Elected Commissioners Alachua County; Gainesville, FL
	Thursday 2 & Friday 3	FAC Advanced County Commissioner Program	Seminar 2 of 3 Alachua County; Gainesville, FL
	Tuesday 7	12:00 – 1:30 p.m.	Workshop on the Impact of the Passage of the Medica Marijuana Amendment
		1:30 – 3:00 p.m.	Workshop on the Tourism & Cultural Grant Funding Effort
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider Proposed Ordinance Amending Chapter 2, Article III, Division 3 of the Leon County Code of Laws Regarding the Housing Finance Authority
		6:00 p.m.	First & Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending Official Zoning Map to change Zoning Classification from Office Residential (OR-2) Zoning District to Commercial Pkwy (CP) Zoning District
	Tuesday 21	1:00 p.m. Cancelled	Capital Region Transportation Planning Agency City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	Meeting Type
February 2017 (cont.)		3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Saturday 25 – Wed., March 1	NACO Legislative Conference	Washington, DC
March 2017	Tuesday 7	1:30 – 2:45 p.m.	Joint City/County Workshop on Cycle 2017 Comprehensi Plan Amendments City Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & only Public Hearing to consider an Ordinance amending Chapter 5, 6, 10, and 14 to streamline the Nuisance Abatement Process, reorganize & rename Chapte 14, and make consistent with Florida Law
		6:00 p.m.	First of Two Public Hearings to Consider Proposed Amendments to Chapter 10 Article VI, Division 8, Entitle "Supplementary Regulations for Specific Uses" to Add a New Section 10-6.819, Entitled "Medical Marijuana Dispensing Facilities"
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 28	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
April 2017	Tuesday 4	1:30 - 3:00 p.m.	Workshop on Establishing the Citizens Charter Revie Committee
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2017 Comprehensive Plan Amendments City Commission Chambers
	Wednesday 5	FAC Legislative Day	FSU Turnbull Conference Center Tallahassee, FL
	Tuesday 11	8:30 a.m.	Community Roundtable Discussion on Federal Funding for Nonprofit Human Services County Courthouse, 5 th Floor Commission Chambers
	Tuesday 18	9:00 a.m. 11:00 a.m. Cancelled	Capital Region Transportation Planning Agency Worksho /Retreat; TBD
	Tuesday 25	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
	Tuesday 25	3:00 p.m. Cancelled	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 27 & Friday 28	FAC Advanced County Commissioner Program	Seminar 3 of 3: Alachua County; Gainesville, FL

<u>Month</u>	Day	Time	Meeting Type
May 2017	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing on a Proposed Ordinance Amending Official Zoning Map to change Zoning Classification from Office Residential (OR-2) Zoning District to Commercial Pkwy (CP) Zoning
		6:00 p.m.	First of Two Public Hearings on a Development Agreement between Leon County and Edward M. Mitchell, Jr.
		6:00 p.m.	Second and Final Public Hearing to Adopt a Proposed Ordinance Amending Chapter 10 Article VI, to Add a New Section Entitled "Medical Marijuana Dispensing Facilities"
	Monday 15 – Wednesday 17	Greater Tallahassee Chamber of Commerce's Inter-City Trip	Nashville, Tennessee
	Tuesday 16	1:00 p.m. Cancelled	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 16- 23	9:00 a.m. rescheduled	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing for 2017 Out-of- Cycle Comprehensive Plan Amendments City Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2017 Comprehensive Plan Amendments City Commission Chambers
		6:00 p.m.	First & Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District (Tallahassee Utilities) City Commission Chambers
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 29	Offices Closed	MEMORIAL DAY
June 2017	Tuesday 20 13	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 20 Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 13 20	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 20	6:00 p.m.	Second Public Hearing on a Development Agreement between Leon County and Edward M. Mitchell, Jr.

	6:00 p.m. 6:00 p.m. 6:00 p.m. 6:00 p.m. 6:00 p.m.	 First & only Public Hearing authorizing the Florida Public Service Commission to regulate private water and wastewater utilities First and Only Public Hearing on a Proposed Ordinance to Amend the Canopy Road Protection Requirements First and Only Public Hearing to Approve the Ordinance Awarding the Refunding of the Capital Improvement Revenue Bonds, Series 2014 First and Only Public Hearing to Adopt the Fire Rescue Services Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
	6:00 p.m. 6:00 p.m.	Amend the Canopy Road Protection Requirements First and Only Public Hearing to Approve the Ordinance Awarding the Refunding of the Capital Improvement Revenue Bonds, Series 2014 First and Only Public Hearing to Adopt the Fire Rescue Services Non-ad Valorem Assessment Roll and
	6:00 p.m.	Awarding the Refunding of the Capital Improvement Revenue Bonds, Series 2014 First and Only Public Hearing to Adopt the Fire Rescue Services Non-ad Valorem Assessment Roll and
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	0.00 p.m.	First and Only Public Hearing to Adopt the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
	6:00 p.m.	First and Only Public Hearing to Adopt the Stormwater Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
Tuesday 27	No Meeting	NO MEETING
Tuesday 27 - Friday 30	FAC Annual Conference & Educational Exposition	Palm Beach County West Palm Beach, FL
Tuesday 4	Offices Closed	JULY 4 TH HOLIDAY OBSERVED
Tuesday 11	9:00 a.m. 3:00 p.m. cancelled	FY 18 Budget Workshop (if necessary)
Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	6:00 p.m.	Second & Final Public Hearing on Adoption of One 2017 Out-of-Cycle Comprehensive Plan Amendment
	6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 10 to Clarify the Parking and Loading Surface Standards Inside the USA
Thursday 13	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
Friday 21 - Tuesday 24	NACo Annual Conference	Franklin County Columbus, OH
Tuesday 25	No Meeting	BOARD RECESS
Wednesday 26 – Saturday 29	National Urban League Annual Conference	St. Louis, MO
Tuesday 8	No Meeting	BOARD RECESS
Thursday 10 - Sunday 13	Chamber of Commerce Annual Conference	Amelia Island, FL
Tuesday 22	No Meeting	BOARD RECESS
Monday 4	Offices Closed	LABOR DAY HOLIDAY
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Board of County Commissioners Regular Public Meeting October 24, 2017

<u>Month</u>	<u>Day</u>	<u>Time</u>	Meeting Type
September 2017 (cont.)	Tuesday 12 Rescheduled	12:30 3:00 p.m.	Workshop to Address Crime Statistics in Leon County
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		5:00 – 9:00 p.m.	Blueprint Intergovernmental Agency Meeting & Public Hearing, City Commission Chambers
	Tuesday 12 Wednesday 20	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 12 Wednesday 20	6:00 p.m. (Continued to 9/26)	Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 17/18
	Wednesday 20 – Sunday 24	Congressional Black Caucus Annual Legislative Conference	Walter E. Washington Convention Center Washington, D.C.
	Thursday 28 Monday 25	4 :00 p.m. 3:00 p.m.	Community Redevelopment Agency Meeting & . Public Hearing City Commission Chambers
	Tuesday 26 Rescheduled	1:00 3:00 p.m . to October 24	Workshop on the Apalachee Regional Park Master Plan & Associated Landfill Closure
	Tuesday 26	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	(Continued from 9/20)	6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates a Tentative Budgets for FY 17/18
	Tuesday 12 26	6:00 p.m.	First of two Public Hearings to adopt a proposed Ordinand amending Section 10-6.819, Medical Marijuana Dispensin Facilities
	Tuesday 12 26	6:00 p.m.	First and Only Public Hearing to Consider Repealing Required Bonds in Chapter 7, Article III, Sheriff's Bond; Deputy Sheriffs' Bonds, of the Code of Laws of Leon County
	Tuesday 12 26	6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Neighborhood Commercial (C-1) Zoning District to the Single Family Detached, Attached and Two-Family Residential (R-3) Zoning District (1102 Aenon Church Road)
	Wednesday 27- Thursday 28 and Friday 29	FAC Policy Committee Conference and CCC Workshop & Leadership Retreat	Embassy Suites Orlando Lake Buena Vista South Kissimmee, FL
October 2017	Tuesday 3 (Rescheduled from Sept. 26)	6:00 p.m.	Second Public Hearing on Adoption of the Final Millage Rates and Budgets for FY 17/18
	Tuesday 10	12:30 – 3:00 p.m.	Workshop to Address Crime Statistics in Leon County
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	Meeting Type
October 2017 (cont.)	Tuesday 10	6:00 p.m.	Second Public Hearing to adopt a proposed Ordinance amending Section 10-6.819, Medical Marijuana Dispensing Facilities
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 16 to Implement a Regulatory Framework for Communications Facilities and Utility Poles, including the Deployment of Wireless Facilities, in the County's Rights-of-Way
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 14 (Property Safety and Maintenance) of the Code of Laws of Leon County, Florida
	Tuesday 17	9:00 a.m 2:30 p.m.	Capital Region Transportation Planning Agency Retreat / Workshop; Tallahassee International Airport
	Thursday 19 – Friday 20	FAC Advanced County Commissioner Program	Alachua County Gainesville, FL
	Sunday 22 - Wednesday 25	ICMA Annual Conference	Bexar County San Antonio, Texas
	Tuesday 24	12:00 – 1:30 p.m.	Workshop on the Apalachee Regional Park Master Plan & Associated Landfill Closure
		1:30 – 3:00 p.m.	Workshop on the 2018 State & Federal Legislative Priorities
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 26	10:00 a.m. – 12:00 p.m.	Joint Workshop on the Final Report of the Affordable Housing Workgroup City Hall, 2 nd Floor Commission Chambers
	Monday 30	<u>5:00 p.m.</u>	<u>Leon County Legislative Delegation Meeting</u> <u>County Courthouse, 5th Floor Commission Chambers</u>
November 2017	Thursday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Friday 10	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		<u>6:00 p.m.</u>	First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order
	Wednesday 15 – Friday 17	FAC Legislative Conference	Sarasota County Sarasota, FL
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	Offices Closed	THANKSGIVING DAY
	Friday 24	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Board of County Commissioners Regular Public Meeting October 24, 2017

<u>Month</u>	Day	<u>Time</u>	Meeting Type
December 2017	Tuesday 5	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Monday 11	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 25	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 26	No Meeting	BOARD RECESS
January 2018	Monday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 9	No Meeting	Board Recess
	Tuesday 23	3:00 p.m.	Regular Meeting
	Thursday 25 – Friday 26	FAC Advanced County Commissioner Program	Alachua County Gainesville, FL

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Citizen Committees, Boards, and Authorities 2017 Expirations and Vacancies

www.leoncountyfl.gov/committees/list.asp

VACANCIES

Community Development Block Grant Citizen's Task Force Board of County Commissioners (3 appointments)

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

UPCOMING EXPIRATIONS

OCTOBER 31, 2017

Tourist Development Council Board of County Commissioners (1 appointment)

DECEMBER 31, 2017

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: Jackson, Jimbo (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 Workgroup

Board of County Commissioners (3 appointments)

Library Advisory Board

Commissioner - At-large I: Lindley, Mary Ann (1 appointment) Commissioner - District II: Jackson, Jimbo (1 appointment) Commissioner - District IV: Desloge, Bryan (1 appointment)

MARCH 31, 2018

Contractors Licensing and Examination Board

Commissioner - At-large I: Lindley, Mary Ann (1 appointment) Commissioner - District I: Proctor, Bill (1 appointment) Commissioner - District III: Dailey, John (1 appointment)

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APRIL 30, 2018

Tallahassee Sports CouncilBoard of County Commissioners (2 appointments)

TLC Minority, Women, & Small Business Enterprise Citizen Advisory Committee Board of County Commissioners (2 appointments)

JUNE 30, 2018

Affordable Housing Advisory Committee Board of County Commissioners (1 appointment)

Architectural Review Board Board of County Commissioners (3 appointments)

Board of Adjustment and Appeals Board of County Commissioners (1 appointment)

CareerSource Capital Region Board Board of County Commissioners (3 appointments)

Planning Commission Board of County Commissioners (1 appointment)

JULY 31, 2018

Big Bend Health Council, Inc. Board of County Commissioners (4 appointments)

Leon County Educational Facilities Authority Board of County Commissioners (1 appointment)

Water Resources Committee

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

Leon County Board of County Commissioners

Notes for Agenda Item #1

Leon County Board of County Commissioners

Agenda Item #1

October 24, 2017

To: Honorable Chairman and Members of the Board

From:

Vincent S. Long, County Administrator

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

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

Statement of Issue:

This agenda item seeks the Board's acceptance of the Tallahassee-Leon County Commission on the Status of Women and Girls 2017 Annual Report and approval of a joint County/City agreement with The Oasis Center for Women & Girls for providing administrative support to the Committee.

Fiscal Impact:

This item has been budgeted and adequate funding is available. The County's \$20,000 share of the proposed Joint Agreement is included in the FY 2017/18 budget.

Staff Recommendation:

- Option #1: Accept the 2017 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report (Attachment #1).
- Approve the Agreement for staffing of the Tallahassee-Leon County Commission Option #2: on the Status of Woman and Girls with the City of Tallahassee and the Oasis Center for Women & Girls for administrative support (Attachment #2).

 Title: Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report and Joint County/City Agreement with The Oasis Center for Women & Girls
 October 24, 2017
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Report and Discussion

Background:

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

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

On March 12, 2013, the Board adopted a joint Enabling Resolution establishing the Tallahassee-Leon County Commission on the Status of Women and Girls (Committee). The City Commission subsequently adopted the Resolution. The Resolution states that Oasis shall provide administrative support to the joint Committee, per the adoption of an agreement with the County and City. On October 3, 2017, the Board adopted the 2017/18 fiscal year budget that included \$20,000 to Oasis for the administrative support to the Committee.

Analysis:

2017 Commission on the Status of Women and Girls Annual Report (Attachment #1)

According to the report, the Committee's primary focus over the past year has been collecting data that addresses key areas impacting girls grades K-12 such as physical and behavioral health, education, safety, and social media. The Committee has also worked to expand community conversations on issues that local girls are experiencing, which culminated with an Empowerment Summit on April 14, 2017.

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

Title: Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report and Joint County/City Agreement with The Oasis Center for Women & Girls October 24, 2017

Page 3

2016-17 Joint County-City Agreement (Attachment #2)

Pursuant to the County-City Enabling Resolution, Oasis provides administrative support to the Committee. The proposed joint County-City agreement with Oasis provides funding in the amount of \$20,000 from the County and \$20,000 from the City (for a total of \$40,000) for administrative support to the Committee for FY 2017/18. As directed by the Board, the Joint Agreement states that one-half (\$10,000) of the County funding shall be dedicated to provide research and development support to the Committee. The County's portion of funding to Oasis in the amount of \$20,000 has been budgeted.

Options:

- 1. Accept the 2017 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report (Attachment #1).
- 2. Approve the Agreement for staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and the Oasis Center for Women & Girls for administrative support (Attachment #2).
- 3. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

- 1. 2016-17 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report
- 2. Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls

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

Status of Girls Report 2017



#YEAROFTHEGIRL





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

In 2016-17, the 21 women who serve on the Commission collectively volunteered, approximately 1,200 hours towards achieving Commission goals. Their valuable service, including personal contributions of time, talent and gifts of cash and goods, made the work of the CSWG possible. Major initiatives included hosting the "Igniting the Power Within: Women and Girls Empowerment Summit 2017," the 2016-17 #YearOfTheGirl initiative, and the completion of this report.

This Status of Girls Report (Report) reflects state and community data pertaining to issues experienced by girls. To provide qualitative evidence of these issues, girls in the community and those who serve them were interviewed or asked to submit articles for inclusion in the Report. The views, thoughts, and opinions expressed by the quoted individuals and authors of submitted articles from the public reflect their perspectives, alone.

Contributors

Ada Puryear Burnette, PhD Sandie Chavez Casey (Student in Leon County) Commissioner Paula DeBoles-Johnson, MPA, CCM Michelle Gomez Zemoria A. Johnson Seth Lyon Caroline Mooney Kelly Otte Charlotte (Student in Leon County) Anne Barrett

Acknowledgements

This report would not have been possible without the many contributions from experts in our community.

Many thanks you all of you for sharing your expertise with us. Contributors are as follows: Administrators at Pineview Elementary School Courtney Atkins

Meg Baldwin, JD Olivia Burton Sue Conger, MSW Robin Hassler Thompson, JD, MA Warren Jones Brandi Knight Special Agent Jason A. Knowles Jay Reeve, PhD Dr. Bert Rothenbach Thomas C. Troelstrup, MPH Kevin Winship, LMHC

A special thank you to Jesse Klein, PhD., Managing Editor and Research Consultant; Haley Cutler-Seeber, M.S. and Nancy S. Fontaine, PhD. of The Oasis Center for Women & Girls for your support and assistance with this report.

www.tallahasseeleoncswg.com



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Due to the overwhelming response of materials to include within the Status of Girls Report, the Commission on the Status of Women and Girls felt it important that all submitted information be shared with our readers. The Addendum to this report, which includes all articles submitted in the full version may be found on our website at: **TallahasseeLeonCSWG.com**

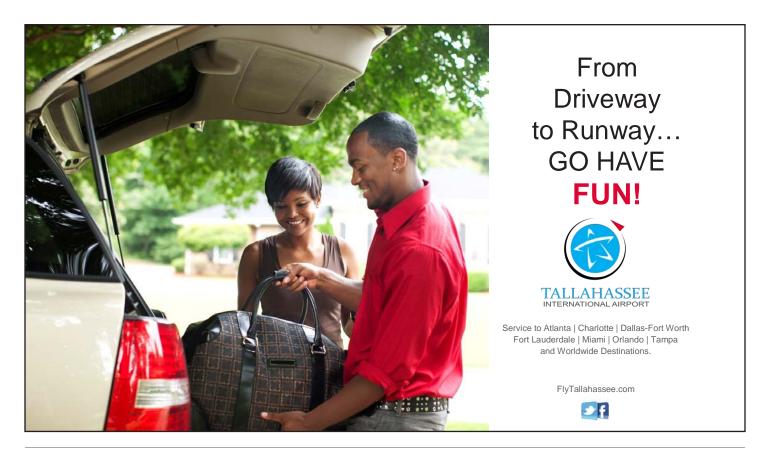
2016-17 COMMISSIONERS

Paula DeBoles-Johnson, MPA, CCM (Chair) Erin VanSickle (Vice Chair) Megan Doherty Gina Giacomo Dr. Saralyn Grass Cecka Rose Green, CPM Ann Howard C. Sha'Ron James, JD, MPA, APMC Elizabeth Jakubowski, EdD. Jane Johnson Andrea Jones Darby Kerrigan-Scott, JD Ericka McKibbin Patricia B. McCray Michelle Mitcham, PhD Jeanne O'Kon, PhD Sharon Ofuani Jacqueline Porter Kori Pruett Leslie Smith Marcia Warfel

2015-16 COMMISSIONERS

C. Sha'Ron James, JD, MPA, APMC (Chair) Jeanne O'Kon, PhD(Vice Chair) Ada Puryear Burnette, PhD Paula DeBoles-Johnson, MPA, CCM Megan Doherty Ann Howard Roxanne Hughes, PhD Elizabeth Jakubowski, EdD. Jane Johnson Andrea Iones Darby Kerrigan-Scott, JD Jessica Lowe-Minor Patricia B. McCray **Ruth Nickens** Sharon Ofuani Ky'Eisha Penn Kori Pruett Cheryl Rainey, PhD Sara Saxner Leslie Smith Jaye Ann Terry Erin VanSickle

Marcia Warfel



Letter From the Chair(s)

"We cannot all succeed when half of us are held back. We call upon our sisters around the world to be brave – to embrace the strength within themselves and realize their full potential." –Malala Yousafzai

Greetings:

The primary purposes of the Tallahassee/Leon County Commission on the Status of Women and Girls are to promote awareness of issues pertaining to women and girls in Tallahassee and Leon County, and to serve in an advisory role, providing input to the City and County Commissions, as needed. The enabling resolution by the City of Tallahassee and Leon County that formed the Commission acknowledges that progress has been made, but that "there is still work to be done before women and girls achieve economic, education and employment parity." The resolution also acknowledges that "we must understand the current challenges that face our female citizens in order to best equip girls with the knowledge, skills, and equal access to reach for the promise of tomorrow."

Like Nobel Prize Laureate Malala Yousafzai, we believe that equipping all girls with the knowledge, skills, and equal access to reach for the promise of tomorrow is essential to the success of our community. Many girls in our community face significant barriers to achieving whatever their dream for tomorrow is—whether it is becoming a scientist or business owner; becoming a great parent; or simply being healthy, avoiding the criminal justice system, and graduating from high school. Our goal was to expand the conversation regarding girls in our community by taking a comprehensive look at the barriers they face, developing solutions that will improve the lives of girls, and celebrating the milestones and contributions girls achieve in our community every day. We are pleased that we were able to accomplish just that through The Year of the Girl initiative, but also recognize that the challenges facing girls and the triumphs that we celebrate with them do not occur within a isolated time period, such as a year. As a Commission and as a community, we are deeply committed to impacting lives and unlocking opportunities for girls in the Tallahassee/Leon County area.

We would like to thank the members of the CSWG for their hard work and dedication. Hundreds of volunteer hours from this body, community volunteers, and strong staff support from The Oasis Center for Women & Girls, as well as support from City and County staff, made our work possible and this Report a reality. Thank you for the opportunity to serve this amazing community!

In Solidarity, Paula DeBoles-Johnson, MPA, CCM (2016-17 Chair) and C. Sha`Ron James, JD, MPA, APMC (2015-16 Chair) Tallahassee/Leon County Commission on the Status of Women and Girls

#YOTG Honorees

The "Year of the Girl" (YOTG) was established as an exciting project to highlight the accomplishments of 13 amazing girls who are positively affecting their communities and, in some cases, the entire State of Florida. These girls represented various schools in Leon County and were nominated by their friends, families, teachers or other persons, who submitted applications online. The application simply asked, "Why should this girl be selected as a YOTG winner?"

The nominations were plentiful and, frankly, all of the girls who were nominated could have been recognized for their accomplishments and impact on the larger community. However, the girls selected over the past year distinguished themselves as shining examples of what girls can accomplish when they are valued, supported, and encouraged to be the absolute best they can be for themselves, their families, their schools, and their communities.

The YOTG recognition project, which began in April 2016, was an excellent opportunity for citizens to celebrate the girls who make our community so special. While both the City and County are strong supporters of the Commission's work, they were especially supportive of this initiative.

"The City of Tallahassee is thrilled to be a partner in the Year of the Girl initiative to highlight and honor outstanding young women in our community," Tallahassee Mayor Andrew Gillum said about the project. "These girls are already a driving force behind the dynamic growth of our city, and I look forward to watching them take the reigns as leaders of tomorrow."

"There are so many girls in our County doing great things," said Leon County Commissioner Bill Proctor. "Leon County is proud to support women and girls in our community. This initiative will help tell the stories of young women who will be our future leaders." avorg

Meet the 2016-17 Year of the Girl Honorees

April 2016 – Khalia Denise Hinson, Raa Middle School May 2016 – Samantha Crawford, Lincoln High School June 2016 – Mia Owens, Gilchrist Elementary July 2016 – Katherine Sorrell, Rickards High School August 2016 – Haniah Edwards, Bond Elementary School September 2016 – Faith Thomas, Florida High School October 2016 – Fischer Sinclair, Fort Braden School November 2016 – Ana Marie Wallace, Chiles High School December 2017 – Alexis Mercedes, Campbell Home School January 2017 – Paloma Rambana, Maclay School February 2017 – Imani Walker, Holy Comforter Episcopal School March 2017 – Wren Liliana Xue Ge Cavano, Swift Creek Middle School

April 2017 – Samantha Diane Ellrich, Cobb Middle School

Community Conversations

n an effort to learn directly from girls in our community about their perspectives and experiences, Commissioners and local organizations hosted a series of Community Conversations throughout 2015-16. The Tallahassee/Leon County Commission on the Status of Women and Girls engaged with 87 girls in elementary, middle school, and high school who ranged in age from 10-17. Conversations were held at 13 sites including community organizations and schools. Community Conversations were facilitated as small-group discussions that covered various topics, including free time, struggles at home and school, role models, reaching goals, and relationships.

Girls who participated in the Community Conversations were diverse in terms of race, socioeconomic status, and region of residence within the City of Tallahassee and Leon County. Through these discussions girls shared with Commissioners their stories of life's joys and challenges.

Quotes excerpted from Community Conversations held with girls in response to the questions below are integrated throughout this report and are designated by green and blue boxes.

- 1. If you had an hour or afternoon of free time, how would you spend it? What do you enjoy doing?
- 2. What was the best part of 2015 for you? If there was something you could do over again this past year, what would it be? Why?
- 3. Are there any rules at school or in other parts of your life that are unfair to girls? If so, can you tell us a little bit about that and how that makes you feel? What would be a better rule for that situation?
- 4. What is one struggle that you've had in the last year?
- 5. Who in your life will be able to help you accomplish your goals? Who is helping you at this moment in time? When you need advice, who do you ask?
- 6. If you had a magic stick, and could change something to make your life or other people's lives better, what would you change?
- 7. What is one thing the community could do to help you reach your goals?
- 8. What are some things that cause you to feel stressed or pressured?
- 9. What would be signs of an unhealthy relationship to you?
- 10. What do you think is a big issue facing girls that grown-ups don't know about or don't talk about?
- 11. What question didn't we ask that you think we should have or wish we had? #YOTG

Education By Commissioner Jane Johnson

n the 2015-16 school year, the Leon County school district received a "B" for the overall district grade—a 7% point decrease from the district's A grade in 2014-2015. Leon County girls' enrollment in K-12 public schools is mostly similar when compared to the statewide rate, with two exceptions: Leon County consistently enrolls higher rates of Black girls (2,656 versus 1,681 per 100,000 in the population) and far fewer rates of Hispanic girls (347 versus 2,360 per 100,000 in the population) than statewide.

Leon County's overall high school graduation rate (87%) surpassed the statewide rate (78%) in 2015-16. Girls in Leon County have experienced an 18% increase in graduation rates between 2011 and 2016 and are currently about 10% ahead of the statewide graduation rate for girls. There are, however, significant differences when girls' graduation rates are nuanced by race.

Black girls in Leon County continue to have the lowest graduation rates when compared to White and Hispanic girls. Graduation rates have steadily risen for all girls in Leon County, regardless of race. However, Hispanic girls have experienced significant jumps in graduation rates, especially in a single year, from 81.3% in 2013-14 to 97.9% in 2014-15. Of all races, Black girls have the highest growth during this time span, with 64.1% in 2011-12 and 88.9% in 2015-16—a 24.8% increase over five years.

The graduation rates for female high school students statewide in 2015-16

were better than the rates for male students of the same races. Only among Asian students and students with one or more races, did males have a higher graduation rate than females. Fewer high school girls opted to earn a General Education Diploma (GED) than did boys.

Additionally, girls have a better disciplinary record than boys and comprise only 31.9% of all disciplinary actions taken in Leon County in 2013-14 (compared to 32.5% statewide). In the 2014-15 school year, female students in Leon County experienced 56 inschool suspensions compared with 179 male students, and 873 female students received out-of-school suspensions compared with 1,754 male students. Leon County schools, however, do discipline their female students at higher rates than the state in regard to out-of-school suspension (1.4% higher), placement in alternative educational settings (5.1% higher), and expulsion with services (6.9% higher).

In addition to the generally positive performance of the school system, gender does not appear to be a limiting factor for female students in Leon County public schools. In fact, according to data collected by the Florida Department of Education, female students in Leon County outperform their male counterparts on nearly every standardized test measure.However, while the overall education data appear promising for girls, this reports only a part of the story. In fact, public education in Leon County is in some respects a "One of Plage gof38 test strengths is being funny, but sometimes people misunderstand it as trying to be cool, which makes me feel bad."

"tale of two cities." The overall district grade earned by the county's public schools must be considered at more nuanced geographical and economic levels. Access to quality public education in Tallahassee significantly depends on where a student lives.

Out of the 24 public elementary schools in Leon County, 12 received C, D, or F grades in 2015, 15 received C, D, or F grades in 2016, and 13 received C, D, or F grades in 2017. All of these schools are Title I schools that have high numbers of children from low-income families, foster homes, who experience neglect or delinquency, from families receiving temporary assistance from state governments, and/orthat are located in areas of the county with lower than average household incomes. By comparing U.S. Census Bureau poverty measures and Leon County's elementary school grades, there are significantly more families and single mother households with children under 18 living below the poverty level in poorly graded school zones.

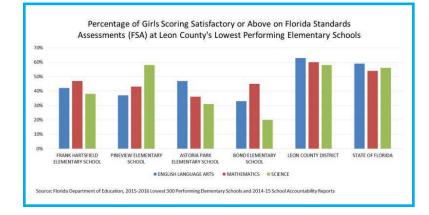
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<< education continued

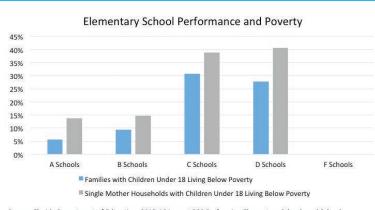
The Florida Department of Education released lists of Florida's 300 Lowest Performing Elementary Schools for the 2015-16 and 2016-17 school years,which both includedthree Leon County public schools: Astoria Park, Pineview, and Bond Elementary Schools. In 2016, the list included Frank Hartsfield Elementary School and in 2017 was replaced by John G. Riley Elementary School. Scores on the Florida Standards Assessments (FSA) at these schools show that while girls scored lower than Leon County and Florida, they outperformed their male peers in all areas.

Interestingly, in the 2014-15 school year girls at Pineview Elementary outperformed both Leon County and the State of Florida in science! We contacted administrators at Pineview to inquire about their high performing girls



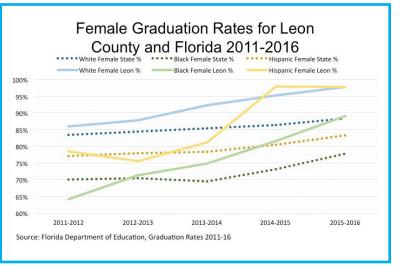
arts, science programming at the school level requires significant creative freedom to build engaging and innovative strategies for delivering science curriculum. Administrators at Pineview attribute their girls' high performance on the science FSA to a continued commitment by their faculty and the community to expose girls to the practice of scientific experimentation and the representation of women professionals in STEM fields. They also emphasized that district level grades do not accurately reflect how hard their girls work in every area and certainly do not convey the difficulties girls face in their homes and neighborhoods that motivate them to pursue academic success.

The grades for Leon County's eight public middle schools are more promising. In 2016, three received As (Swift Creek, Montford, Deerlake—they also received As in 2017), three received Bs (Cobb, Fairview, Raa), one



Source: Florida Department of Education, 2015-16 Lowest 300 Performing Elementary Schools and School Accountability Reports and U.S. Census Bureau, American Community Survey 5-Year Estimates, 2011-15

> in science. Their dedicated team of science teachers, supported greatly by the 21st Century Community Learning Centers Program goes above and beyond the science curriculum to include weekly experiments and interactive science storytelling to get the younger students interested in science and technology. Some of their experiments include engineering challenges, building towers, constructing periodic tables of elements, and interacting with planetary lessons to explore our solar system. Girls represent the majority of the students in the gifted program at Pineview, where they are empowered and energized to learn about science. Since the Department of Education focuses its test preparation largely on mathematics and language



Insights

"Yes, [I would change the] dress code. In high school, they are very strict with what we wear and it's often unfair. I can wear something like shorts, but someone else will have shorter shorts and I get coded. They don't catch her, they catch me. It makes me feel offended. I feel like they're coming after me. I feel like it's because of the color of my skin. They should be equal and look at everybody." —High School Student from Dare to Dream Young Girls Network Summer Program

"Grown-ups don't talk about preparing for the world, like college and studying. What if I [choose]a major and I don't want to do that job anymore? Do I have to go back to college? Parents don't ask [about] what is going on in life. [They] don't ask how my day went."

—Girl in The Oasis Center for Women & Girls' Girls Can Do Anything! Summer Camp

Attachment #1 Page 8 of 36 received a C (Griffin), and one received a D (Nims—which improved to a C in 2017). The two lowest-performing middle schools are also Title I schools located in areas with a lower-than-average annual household income; making the correlation between lower income neighborhoods and lower performing schools consistent for elementary and middle schools.

Public school performance increases when we consider Leon County high schools. In 2016, one high school received an A (Chiles), two received Bs (Leon and Sail), two received Cs (Lincoln and Godby), and one received a D (Rickards). All Leon County public high schools improved or remained stable in the 2016-17 school year, with three, Leon, Lincoln, and Rickards High Schools, improving a letter grade from last year. It should be noted, however that performance grades for high schools can be misleading and should not be directly compared to those of elementary and middle schools. At the high school level, Leon County offers several "alternative education options" for struggling or lower performing students. This can result in removing outlier scores from the overall public school grade calculations, thus increasing a high school's total score.

There is a correlation between poverty and lower academic grades at the school level. Resources for public schools depend, in part, on local taxes. When schools are located in areas with higher property values, they have the ability to provide resources that affect the quality of facilities, teachers, and curriculum.



Additionally, the number of students who are absent more than 21 days during the school year in low-performing schools is more than double the rate for students in the higher-performing, non-Title I schools. The Office of Juvenile Justice and Delinquency Prevention categorizes school connectedness and school success as protective factors for adolescent girls. They state that "School connectedness appears especially important to adolescents who experience adversity in their homes because school may be one of few contexts where such adolescents' achievements are recognized and celebrated" (Hawkins, et al., 2009). Arrests for juvenile crime peak between 2:00 p.m. and 6:00 p.m., making issues of absenteeism, truancy, and a lack of after school programming for girls particularly important for preventing juvenile delinquency.

According to the Florida Department of Education's Annual Measurable Objectives (2015-16), Leon County schools were graded at satisfactory or above in English Language Arts and Mathematicshigher than schools statewide. This applies to students regardless of race, gender, their native language status, or disability—however, economically disadvantaged students at all grade levels in Leon County score lower than similar students statewide.

Parents with income restraints are less likely to have the discretionary time and financial resources to provide their children with afterschool enrichment, tutoring, and opportunities for extracurricular activities. During the summer months, if those students are unable to participate in meaningful programs to help maintain the educational gains they have made during the school year, they risk starting the next school year behind their peers, or spending the first months of the year trying to catch up. These incremental setbacks accumulate over time, preventing many students from ever being fully on track with their grade level.

The outlook for female students in the Leon County public school system is very promising overall. The data demonstrate that girls are able to outperform boys in nearly every subject area. However, the landscape for girls' academic success is complicated by the intersection of race and class. The true barriers for girls in accessing a high quality public education in Tallahassee and Leon County are more directly associated with where they live and the schools to which they are zoned. The concentration of lower performing schools in the areas of the community with lower household incomes makes for a complex social and educational challenge in our community. #YOTG

Creators Camp: Empowering Girls in STEAM By Sandie Chavez

believe it is extremely important to educate and prepare our future women leaders. Exposing our girls to science, technology, engineering, art and design, and math (STEAM) at a young age gives them opportunities to explore fields that have, in the past, been predominately pursued and dominated by males. If we are not encouraging our girls to showcase their skills, or we are stigmatizing them because they show interest in a "male" profession, it is unlikely that they will pursue their passion in those fields. It is our responsibility as parents and educators to assure these young girls that STEAM fields are open to all people, regardless of gender.

In 2013, only 26% of positions in technology fields and professions were held by women, according to the National Center for Women and Information Technology. Today, technology is vital to our communication, and if we are not preparing our girls today to have a basic understanding of technology and coding, they will be unable to compete in a global economy. Through hands-on learning and being able to see female STEAM professionals, they see not only a role model, but a vision of themselves in the future. For a particular expedition, in collaboration with SciGirls Tallahassee, we focused on Raspberry

The Importance of Pushing Yourself: Earning an Advanced Degree & Having a Career in Science

By Zemoria A. Johnson, PharmD Candidate

When I was four years old, I told my mother that I wanted to be a missionary and a doctor. I did not realize how underrepresented young women were in the sciences until I started my tenth grade year in the International Baccalaureate program. Now at twenty-three, I am achieving the first part of my career vision—entering into my fifth year in Florida Agricultural & Mechanical University's Pharmacy program. My parents instilled in my sister and me three important things: the importance of education, the importance of giving back to our community, and most of all, to never be afraid to accomplish our dreams—no matter how big or scary they may be.

Achieving my dream of becoming a doctor has not been easy, but I know that once I graduate, it will pay off! It is my hope that I will be an example to other young ladies who also want to make a difference—especially in the sciences. According to the National Science Foundation, "Women remain underrepresented in the science and engineering workforce, although to a lesser degree than in the past, with the greatest disparities occurring in engineering, computer science, and the physical sciences" (NSF, Science and Engineering Indicators, 2014). As a millennial, I believe that my generation can earn advanced degrees and close this achievement gap. To do this, young ladies must do two essential things: first, find their niche in the science fields and, two, earn advanced degrees.

In my own words, a niche is something that makes an individual happy and excited to make a difference in and for others. A young girl's niche could be doing research in Australia or China, finding a cure for cancer, or educating young ladies who also aspire to Pi, the credit card sized single board computer that can be used in electronic projects. In a one-week immersive exercise, Campers built a computer using the Raspberry Pi to learn the foundation of the languages most widely used in computer programming. Girls proposed innovative projects for learning with their Raspberry Pi units, from home security systems to gaming machines.

I believe that early exposure to the fields of STEAM and a strong creative core will help prepare girls for the future in a fun and safe environment where they can explore, create, and pursue ideas and STEAM professions without the fear of failure. I believe we have the ability to help change not only the view of STEAM fields by girls, but make the percentage of women in STEAM fields increase if we expose them to fun and interesting professions they would not likely hear about in formal school settings.

Sandie Chavez is the President and Camp Chief at Creators Camp for creators and innovators, hands-on learning experiences within the STEAM paradigm, with a dual emphasis on building key interpersonal skills such as: critical thinking, creative thinking, collaboration, communication, and "buildership." (#YOTG



become scientists or physicians. The way I see it, girls can do anything that they put their minds to—no matter how strange or impossible another person may think that goal is! A girl must take the challenging courses and opt into the sciences. To have a career in the sciences, the most important step involves pushing oneself to earn an advanced degree.

Although attending college can be intimidating—especially because of the high costs associated with secondary education—financial aid in many forms is available. If science is your passion do not let anything deter you from your goal. As long as girls are tenacious, willing to take a chance on themselves and have the desire to make the world a better place, then there is nothing that can stop them from earning an advanced degree in the sciences!

Zemoria A. Johnson is a FAMU Honors Program Track III Scholar and the founder of Prestigious Young Thinkers (P.Y.T), a mentoring program created to empower elementary and middle school girls. **#YOTC**

Physical Health By Commissioner Roxanne Hughes, PhD

Whole-body health and wellness have a significant impact on women's and girls' quality of life. There are a number of specific physical health issues of critical importance for girls in Leon County. Focusing on state and county data for girls, we found that weight, physical activity, pediatric care, and good nutrition are all considered essential components of a person's overall health and well-being.

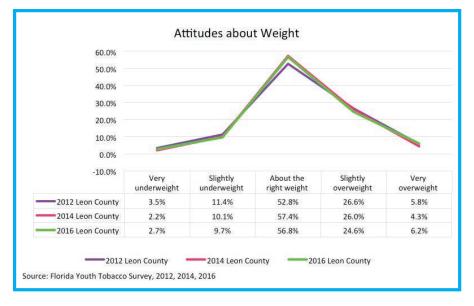
Attitudes and Expectations about Body Weight

Body Mass Index (BMI) is calculated from a person's weight and

height, and is used by medical professionals as a general health indicator weight. While BMI may be used to screen for weight categories that may lead to health problems, it is not a diagnostic indicator of the health of the individual. Both low and high BMI can indicate risk for health issues. Regardless of measured BMI, however, people's attitudes about their weight are extremely important for wholebody wellness and can reveal a lot about the emotional impact of our society's expectations.

According to the 2014 Florida Youth Tobacco Survey's (FYTS) BMI calculations, Leon County has fewer underweight (14.7%) and obese (5.5%) girls than is represented by statewide data. Leon County has a higher representation of girls in the BMI normal weight range (62%). The American Academy of Pediatrics recommends the use of BMI to screen for overweight and obesity in children and teenagers. According

to the Centers for Disease Control and Prevention (CDC), there are health consequences for obesity during childhood, including juvenile diabetes and high blood pressure (Ogden, et al., 2015). Additionally, there are consequences associated with behavioral health, such as depression, issues in school, low self-esteem, and low self-reported quality of life. The most recent data for BMI show girls in Leon County fare better in three of the indicators associated with BMI than girls statewide. On the fourth indicator, overweight, a slightly higher percentage of girls are overweight as compared to



the statewide data.

Feeling satisfied and healthy about our weight regardless of BMI is a measure of self-esteem. While adolescent girls are more likely to perceive "One of Attachment #1 strengths is being myself and thinking constantly, but sometimes people misunderstand it as being an introvert."



themselves as slightly to very overweight, girls in Leon County tend to have a more positive attitude about their weight compared to the state of Florida and this trend has remained fairly stable for the last five years.

Although a majority of girls describe themselves as being about the right weight, when asked about whether they are trying to do something about their weight, a similar majority stated that they are trying to lose weight.

> This reveals that middle and high school girls in Leon County feel the expectation to lose weight, even if they are comfortable with their weight. Girls are exposed to messages about their appearance early on in their lives and these follow them and expand as they enter middle and high school. Our community can empower our girls to focus on their passions and strengths, offering them opportunities to believe in themselves and internalize messages of positivity to counteract the constant criticisms they face from the media and at their schools. **#YOTC**

Physical Activity

Regular physical activity is important for good health and reduces risks for chronic diseases. Girls in Leon County have similar trends in terms of daily physical activity compared to girls in the state and close to 60% of girls are active at least 2-3 days per week for at least 60 minutes each day, with 50% being active 4-5 days a week. Girls and boys have similar levels of activity 4-6 days a week, with boys being more active 6-7 days of the week. The amount of physical activity needed by adults varies depending on their health needs; however, the CDC recommends children and adolescents should be active for 60 minutes or more each day. The CDC's recommendation focuses on three types of physical activity: aerobic, muscle strengthening, and bone strengthening.

In terms of positive health behaviors, 75% of girls in Leon County participate in school and organized out-of-school sports. This is 10% higher than girls statewide. Leon County girls also have a higher representation in school band, school clubs, and community clubs than girls statewide. Florida Statutes include grade level requirements for physical education during the school year. Elementary schools are required to provide 150 minutes of physical education each week and a minimum of 30 minutes must be consecutive on any one day. Middle school students are required to have one semester of physical education each year. High school students are required to have one credit of physical education with the integration of a health component at least once during their four years of high school.

Community Health Status Assessment

One such initiative in Leon County, the Community Health Improvement Plan (CHIP), is a long-term strategic effort to identify community health needs and provide action plans for "health, governmental, educational, and social service agencies and organizations to implement policies and programs that address health." Based on the data collected from 300 households throughout Leon County, the 2016 Community Health Status Assessment used a health equity lens; focused on health factors for vulnerable populations; and included 94 questions about the environment, children's concerns, education, safety, personal health of adults, health behaviors, and access to care.

The assessment focused on the following areas of Leon County: South City, Bond Community, Greater Frenchtown, Fairbanks Ferry, Macon Community, and Highway 20/Aenon Church Road. Of most parents in the survey, 73% had children in pre-K, 88%, in elementary school, 33% in middle school, and 32% in high school. Across the board, parents were most concerned with their children's safety over and above the categories of child development, feeding children, health care, or dental care. Parents also identified, "making friends, concentrating in school, discipline or behavior issues, and bullying" as other concerns they have for their children. All involved neighborhoods requested more afterschool activities and programs,



along with mentoring and tutoring programs, to help keep their children safe, healthy, and happy.

The Health Department and steering committee for CHIP identified obesity and resulting chronic diseases as a health priority in Leon County and are working towards establishing a plan for monitoring BMI among first and third graders; for decreasing the percentages of first and third graders considered obese or overweight; and for increasing the number of schools compliant with the 150 minutes per week required by Florida Statutes. Increased attention to promoting healthy physical activity among youth, especially girls, is a community investment. The evidence highlights the link between healthy physical activity and decreased risks for obesity, chronic diseases, and low self-esteem.

Nutrition

The final category of physical health is proper nutrition. According to the U.S. Department of Health and Human Services (HHS), poor nutrition leads to chronic diseases that are on the rise among American adults, such as cardiovascular disease, type 2 diabetes, and obesity. In 2016, the HHS released a new set of Dietary Guidelines which include eating nutrient rich foods, and lowering consumption of added sugars, saturated fats, and sodium. They define nutrient rich foods as whole fruits, leafy greens, and protein from a variety of sources. In addition, they recommend consuming less than 10% of calories per day from added sugars and saturated fats.

Both federal and state level health agencies provide information on healthy nutrition and attitudes towards healthy habits. It is important that we work together to ensure that girls, families, caregivers, health providers, and schools are empowered to utilize these guidelines.

The added pressures girls have in terms of body image can affect their nutrition decisions, especially with the constant messaging that they should be losing weight. Additionally, the period during which girls are influenced by body image often coincides with general physical development. Healthy food choices that support optimal physiological and psychological growth are important from an early age, but particularly for girls ages 10 to 19, even though food decisions are being made for them by parents and schools.

Insights

Girls were adamant that they wanted to participate and have their desire to participate in sports more respected by their schools and community: "Boys' sports get more funding, more attention. Makes me feel annoyed. It feels like nobody cares as much for girls' sports." —Girl Scout Troop, Killearn

Attachment #1 Page 13 of 36

Jayda the Brave By Seth Lyon

ailure. Every single one of us is terrified of failure in one way or another. For some of us, the fear of failure is so strong that it paralyzes us and keeps us from moving forward.

For many of us, you can probably look back on your life and recall at least a handful of times where you regret being too afraid to act-- too afraid to do that one thing that would have meant so much to you, or to speak your mind. We are so often told that our character is defined by our choices, yet, when it comes to actually making those choices, we tend to pick the ones with the least resistance. Everyone has felt afraid. This is why it is so inspiring to see someone have the ability to look their fears in the face and accomplish their goals despite their fears.

This is not a story about failure. It's a story about success. This is a story about a girl named Jayda, and how she took one of her fears and turned it into her strength. In the fall of last year, Jayda and her mother were attending a screening of the Empowerment Project Documentary. When we asked her a simple question, she had a wonderful response. "What would you do if you weren't afraid to fail?" Jayda scribbled down her answer, and, when she finally held up her paper, it read, "Run a 5K and be in Girls on the Run."

Jayda joined our DeSoto Trail team in the spring and, like all of us, she discovered how challenging running can be on the body and mind. When commenting on the experience as a whole, her mother said that Jayda, like all young runners her age, "tends to find excuses during her runs to slow down."

Yet, she found ways to keep a positive attitude and keep moving forward. "Look at those pretty flowers," and, "Can we see if [my friend] is home?" were some of her favorite go-to motivations.

Jayda stuck with it-- a fact that her mother says she couldn't be more proud of. She commented on Facebook that her daughter Jayda was "going to DESTROY the goal she set [last fall]," and finally run her first 5K.

And she was right.

On May 14th, 2016, Jayda accomplished her goal of running a 5K in a big, bright tutu and a cheek-to-cheek smile. Through training, positive thinking, and the power of determination, Jayda was able to do what few people are. She was able to look her fears in the face and accomplish her goals.

Jayda is a very brave girl, and we are proud to say she's a Girl on the Run. #YOTG

Seth Lyon served as a Florida State University marketing intern with Girls on the Run of the Big Bend in 2016. Girls on the Run of the Big Bend is a positive youth development program for third to eighth grade girls to build self-esteem and healthy lifestyles through a fun, experience-based curriculum that creatively integrates running.



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OF ENTREPRENEURSHIP

Behavioral Health By Commissioner Kori Pruett

To better understand the lives of girls in Leon County, it is essential for us to consider their behavioral health. Defined by the Substance Abuse and Mental Health Services Administration, behavioral health is, "A state of mental/ emotional being and/or choices and actions that affect wellness." Behavioral health data help us to understand the unique issues girls face as well as the way the community contributes both negatively and positively to these outcomes.

The Tallahassee/Leon County Commission on the Status of Women and Girls 2012 report contained data that demonstrated substance abuse and mental health services are significantly lacking in and around Leon County. This report concluded that mental health was a major issue impacting women and girls, but research efforts are limited by the lack of local data. Fortunately, the Florida Youth Tobacco Survey (FYTS) and the Florida Youth Substance Abuse Survey (FYSAS) have state and county level data that can be separated for girls ages 10-18.

Substance Use

Data show that girls in Leon County are below the state average in both lifetime use of alcohol or any illicit drugs (41.5% Leon County versus 50.1% statewide) and fewer girls report use in the past 30 days (23.4% Leon County versus 27.9% statewide). In regard to drugs, separating the types of substances and percentages of use provides a clearer picture into the behavior of girls in Leon County. Overall, rates of female girls' drug use is lower than male drug use, with the exception of depressants and prescription pain relievers. Although the percentages are small, girls used both depressants (2%) and prescription pain relievers (2.7%)in the last 30 days at double the use for males in Leon County. These percentages are also higher than the state average for girls. Further exploration as to why females report higher use of depressants and prescription pain relievers might provide insight into the emotional state of and access to prescription drugs for girls in Leon County. The rate at which girls in Leon County consume alcohol is lower or equal to the state average. Girls also report drinking fewer drinks in one day or during a single sitting over their lifetime than boys in Leon County. The most alarming alcohol consumption,

however, is that 15% of high school girls in Leon county said they have consumed 5 or more drinks in one day over the last 30 days.

Overall, Leon County has shown a steady decrease in the rate of alcohol or any illicit drug use over the 2004-14 time span. Further examination of changes in policy, enforcement, and prevention efforts during this time could provide guidance for sustainable efforts moving forward.

In regard to location or access to alcohol, females in Leon County report their personal home or others' homes as the most frequent locations. However, a notable data point is the high percentage of girls in Leon County that access alcohol at restaurants, bars, or clubs. In Leon County, 7.6% of girls report being able to access alcohol at these businesses, while boys in Leon County report 0%. The state average for females is only 3.4%-almost two times lower than Leon County! This data point indicates the need to better understand the rate at which girls in Leon County are accessing these establishments and the methods they are using to gain access to alcohol. Girls in Leon County also report a higher rate of gaining access to alcohol at other public places and public events than the state average. According to the 2014 FYSAS, females in Leon County reported a higher percentage than the state average for purchasing alcohol themselves at restaurants, bars, and clubs, as well as someone buying them alcohol. We need to work together as a community to identify factors that make Leon County unique regarding these data to decrease the accessibility of alcohol at local establishments and disrupt girls' ability to purchase alcohol in public venues.

With respect to opportunities for education and prevention, there is some promising data that show the effectiveness of prevention awareness programs for reducing tobacco, alcohol, and drug use among local youth. Girls and boys in Leon County report rates similar those statewide for having personal disapproval, parental disapproval, and peer disapproval for substance use in the 2014 FYSAS. More information is needed to understand how education campaigns can be created through collaboration with community and other state partners to prevent substance abuse, particularly among girls.

Delinquent Behaviors

On average, girls in Leon County report engaging in delinquent behaviors in the past 12 months at similar rates as girls statewide. The 2014 FYSAS considers delinquent behavior to be carrying a handgun, selling drugs, attempting to steal a vehicle, being arrested, taking a handgun to school, getting suspended, and attacking someone with intent to harm. There are two reported behaviors that are notably higher than the statewide average for girls, though, which are getting suspended (9.2%) and attacking someone with the intent to harm (8.2%). Since boys in Leon County report lower percentages than the statewide average on these two indicators, these appear to be unique to girls. While these trends are alarming, it is important to note that self-reported data reflects perceptions of self rather than specific incident reporting. Further investigation is necessary to further examine the dynamics revealed in this survey. These numbers can help inform education and response to girls and aggressive behaviors. If we are able to understand the root of these behaviors. schools, families, and the community will be better able to mitigate these factors and create a healthier and safer environment for girls in Leon County.

The Florida Department of Juvenile Justice (DJJ) reports that the state experienced a 37% decrease in female juvenile arrests between 2011 and 2016, compared to only a 24% decrease in Leon County. In 2015-16, 25% of all Leon County juvenile arrests were female. Of those, a majority, or 54.1%, of those arrests were for misdemeanor offenses, 28.8% were for felony arrests, and 17.2% were for other offenses. In recent years, DJJ has prioritized juvenile delinquency prevention and diversion programs, which has likely played a role in the decrease of statewide juvenile arrest rates.

Between 2012 and 2016, the FYSAS asked girls about their bullying of others in the previous 30 days, including physical, verbal, and cyber bullying. Among the options of "not at all," "somewhat," and "a whole lot," both the state and Leon County experienced marginal decreases in girls reporting bullying "a whole lot." In 2016, Leon County girls reported an increase in having physically and verbally bullied others "a whole lot" in the previous 30 days and at a higher rate than the state

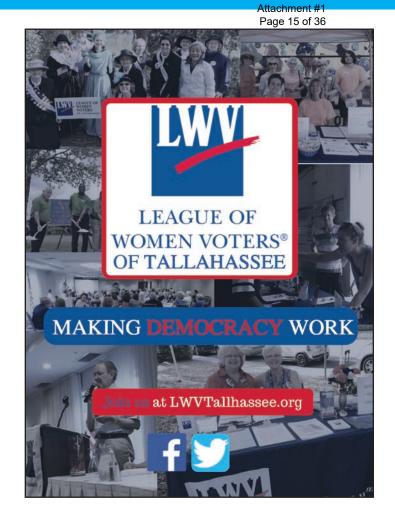
FELONY OFFENSES	
Aggravated Assault/Battery	10.30%
Grand Larceny (excluding Auto)	4.29%
Burglary	3.86%
Auto Theft	3.43%
Other Robbery	1.72%
Felony Drug	1.29%
Weapon/Firearm	1.29%
Fraud Forgery Counterfeit	0.86%
"Other" Felony	0.43%
Obstruction of Justice	0.43%
Obstruction of Justice Violent	0.43%
Sexual Battery	0.43%
MISDEMEANOR OFFENSE	S
Assault Battery	18.45%
Petit Larceny	12.02%
Disorderly Conduct	9.87%
Misdemeanor Drug	5.58%
Trespassing	4.72%
Misdemeanor Obstruction of Justice 📕	1.72%
Alcohol Offenses	0.86%
Vandalism	0.86%
OTHER OFFENSES	
Violation of Probation New-Law	6.44%
Violation of Probation Non-Law	6.44%
Prosecution Previously Deferred	4.29%

average on those two measures. During that same period, boys reported a decrease in having physically and verbally bullied others "a whole lot" in the previous 30 day. The fact that girls are reporting an increase in physical and verbal bullying while boys report decreases in these same behaviors is a very alarming, gender-specific trend to which our parents, schools, and community should be paying attention. Emotional Health

Adolescent girls face cumulative stressors at home and school that contribute to diminished feelings of self-worth. The FYSAS asked girls to respond "yes" or "no" to the following statements: Life is not worth it, I am no good, I am a failure, and I am depressed most days. While girls statewide remained fairly stable between 2012 and 2016 with little increase in responding "yes" to these statements, Leon County is a different story.

In comparison to 2012, in 2016 13% more girls reported life is not worth it, 11% more girls reported they are no good, 15% more girls reported they are failures, and 15% more girls reported being depressed most days.

According to the 2012, 2014, and 2016 FYTS survey, girls in Leon County and statewide self-report a higher percentage of self-harm than boys. The survey asked respondents "During the past 12 months, did you do something to purposely hurt yourself without wanting to die, such as cutting or burning yourself on purpose?" While for all three years Leon County



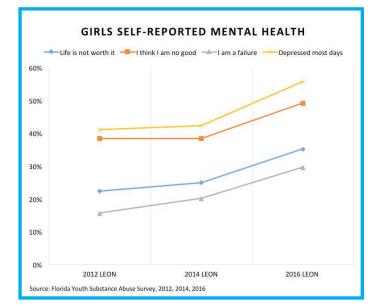
girls reported doing self-harm about 6% less than girls statewide, any type of self-harm often represents a physical manifestation of mental and emotional distress. This is an alarming trend, and needs to be researched further in order to better understand the type of harm girls are inflicting on themselves and the reasons that lead them to do so. Girls in Leon County also indicate feeling so sad they stopped usual activities in the past 12 months at about 10-15% higher than boys from 2012-16. Emotional stress can lead to academic decline, self-harm, and decrease in social efficacy, all of which hinder healthy child development. Due to the drastic difference in the self-report numbers between girls and boys, it is important to identify the unique experiences girls in Leon County are having with regard to emotional and mental health.

continued >>



<< behavioral health continued

Leadership at the Apalachee Center in Tallahassee spoke to us about the distinctive mental health challenges facing our community. Dr. Jay Reeve, the President and Chief Executive Officer, and Sue Conger, M.S.W., the Chief Operations Officer, said they serve around 600 clients under the age of 18 each year and during the last fiscal year, 269 were girls. Although the average stay at their inpatient facility is three days, most girls (200 out of 269) were referred to their outpatient services through their schools. Dr. Reeve emphasized the lack of school and child psychologists in our area, "Our presence in schools started because the schools gave us a call and said, 'We need some behavioral health services.' And that's been true in all of the counties that we serve at one point or another. Usually it's within the Exceptional Student Education (ESE) programs where they're looking for more support than they were able to get from their ESE budgets." Clinical staff at the center know that psychiatric illnesses for kids are much different than adults and begin to manifest at different ages depending on the illness. They also noted that giving antidepressants and antipsychotic medicines to kids have historically been something approached with caution. In their experience, girls receiving care at Apalachee Center are there for depression, anxiety, and ADHD/ADD and are often referred to them from their schools or the Department of Children and Families. If the child is in foster care or has experienced physical and/or sexual abuse in her/his home, sometimes children will remain at the center until they are placed in another home. They find that girls struggle most with depression, resulting in school avoidance due to experiences with cyber bullying through social media. These avoidance behaviors can lead to girls acting out at home and in school-a common reason for their referral in the first place.



Courtney Atkins, the Executive Director of Whole Child Leon, echoes these concerns, especially with regard to the impact of behavioral health issues on development. She said comprehensive screening initiatives like the Florida Diagnostic & Learning Resources System and services provided by the Early Learning Coalition of the Big Bend are crucial to "elevate the message to screen early and often." Also, increasing the behavioral health services for children and their parents can strengthen familial relationships, and can create important connections between families and the community. Social support is the greatest protective factor for physical and mental health, something discussed regularly in our community conversations with girls.



Insights FROM GIRLS ON EXPECTATIONS AND SOCIAL SUPPORT

"[There is an] unspoken rule that girls have to start wearing makeup at a certain age. There was a video of a girl who wore tons of makeup and, then, took it off to show people what she looked like without makeup. People called her names (like ugly) when it was off, but then call her fake for wearing makeup." —Girl from the School of Arts and Sciences

"I do believe in a dress code, but I don't like to just wear skirts, pants and dresses. Students should be able to wear anything they want as long as it covers body parts. Let people be comfortable in their own way. In general, there are some things girls can't wear; you could be seen as 'slutty.' And the attitude toward females—they can't say and do certain things. Labels that are applied, like 'PACE Girls' may be seen negatively. Sometimes a label sticks with you your whole life." —Girl from PACE Center for Girls, Leon

Igniting the Power Within: Women and Girls Empowerment Summit 2016-17

n April 14, 2017, over 260 women and girls, vendors, Commissioners, and panelists came together to empower, inspire, and share vital information on numerous topics important to women and girls. The program offered separate tracks for women and girls, with combined opening and closing sessions. Students from 23 public, private and charter schools throughout Leon County, three local colleges and universities, along with students from as far as Jacksonville and Thomasville, GA benefitted from the wisdom shared in the 13 sessions held throughout the day. The panelists and speakers included university professors, doctors, attorneys, public relations professionals, law enforcement professionals, business owners, and news anchors. Judge Nina Ashenafi-Richardson, the keynote speaker, provided a challenge to all women and girls in the audience to "recognize and use their own gifts and power to fulfil their dreams."

Empowerment programming for women included discussions with successful and civic-minded female leaders, mapping success, connecting passion, leadership, and action. Some participants shared their thoughts on the Summit with participants:

Girls' programming was split into three grade levels (grades 7-8, 9-10, and 11-12) to discuss financial empowerment, envisioning the future, and achievement through assertiveness. All girls came together for an afternoon session titled "I AM Worth it/I AM Beautiful" that focused on self-worth and interpersonal relationships. The facilitators began by asking girls what beauty meant to them. Their responses included:

"You decide what beauty is to you and how you're beautiful. Beautiful is showing your true self, not how others want to perceive you and want to push on you but just showing how you view yourself as you. Just you, you're beautiful."

"At the end of the day it's up to us to decide how we're going to react and how much power we are going to give to other people. Keep believing in yourself."

An activity with a powerful message involved each girl imagining two \$100 bills, then they were asked to think about crumpling up one but not the other. Then they were asked if their worth changed at all. The girls took time to write down what hurts their self-worth, things that they may not be comfortable sharing with anyone else, and things that they are proud of about themselves. Then, the girls crumpled up their two papers and threw the paper including the things that hurt them into their feelings box and then the things they were proud of into their selfworth box—highlighting that those two things should be kept separate.

"If you think you are worthless, you will trade yourself for lesser things."

"One of Page #16736 test strengths is doing the right thing, but sometimes people misunderstand it as snitching, which makes me feel annoyed."



"Don't ignore those people in your life who see your worth and who say 'You know what? You're shortchanging yourself.' "

After the exercise, girls talked with each other at their tables and shared their reactions to the activity:

"Loving myself is something I need to put work into. The activity with the money made a good point. That was actually super impactful that your self-worth is already determined and what people think or you think actually doesn't matter."

"I love getting to see my friends and love them and love me. Girl power is real."

"I struggle with wanting to be prettier, skinnier, cool, I don't know all of the things I feel like I'm supposed to be but it's nice to see that everyone around me feels the same and we are all holding ourselves to an impossible standard."

"Without this, I am really alone. At school I am really alone and my 'friends' treat me as less than. But here (points to girls at table), I have good friends who lift me up and I can do the same for them because we are all awesome."

"The Summit is a first-rate venue for girls to learn about their value and strengths and for women to share their own experiences with and learn from each other. The panelists are knowledgeable community leaders from whom we can all benefit."—*Elizabeth Ricci, Esq* (#YOTG

Quotes provided by students from Lincoln High School, Florida High School, Rickards High School, Montford Middle School, Maclay School, and Highlands Middle School in Jacksonville, FL.

Safety By Commissioner Andrea Jones

irls tend to exhibit fewer risky behaviors than boys; however, they are more often the victims of others' unsafe acts of negligence and violence. The result of risky behavior can have a significant impact on the lives of girls. The Florida Youth Risk Behavior Surveillance System (YRBSS) considers risk behaviors those that contribute to unintentional injuries and violence, sexual behaviors that contribute to unintended pregnancy and sexually transmitted diseases including HIV infection, alcohol and other drug use, tobacco use, unhealthy dietary behaviors, and inadequate physical activity. Leon County girls face bullying, physical fighting, gang violence, homicide, homelessness, human trafficking, and sexual violence. A community-wide focus on girls' safety can reduce injury, death, and increase their chances for a balanced, successful life. Girls face a battlefield wherever they go, making their safety and ability to thrive a necessary priority for our community.

Girls in Leon County feel safer in their neighborhoods than on the way to or at school. Statewide, little variation was shown among girls feeling unsafe at school between 2012 and 2016, but the Florida Youth Tobacco Survey (FYTS) reveals over a 10% increase in Leon County girls not going to school because of safety concerns.

> Being forced to choose between receiving an education or feeling safe is not something girls should have to do in their daily lives.

Gang Activity

The Florida Office of the Attorney General published a gang reduction report in 2013, which reported an overall 27% decrease in gangs throughout Florida since 2010. They also reported that Leon County had a lower than state average representation of gangs and gang members, with 11 of the state's total 1,223 documented gangs and 229 of the state's total 46,635 gang members located in Leon County. However, the Florida Youth Substance Abuse Survey (FYSAS) finds that Leon County exceeds the statewide average of girls who have ever belonged to a gang by 1-3% between 2012 and 2016. Girls participate in youth gangs far less than boys, but are often caught up in gang activities in their neighborhoods and homes if gang activity occurs. Several factors contribute to gang involvement, including a lack of jobs for youth, social isolation exacerbated by poverty, domestic violence, negative peer associations, lack of parental supervision, and early academic failure or lack of attachment to school.

Gangs are involved in vandalism, assault, human and drug trafficking, drug sales, and rape. Gang members can be as young as eight years of age and initiations into gangs begin in middle school. According to the Florida Office of the Attorney General, of the various reasons youth join gangs fun and excitement, friends or relatives in gangs, forced to join, respect, money, to fit in—girls cite receiving protection as the most prevalent reason.

The FYSAS shows a statewide increase in middle and high school youth who report that they carry a gun statewide. Girls' responses to related survey questions about taking handguns to school and attacking others with intent to harm have increased over the last several years. Leon County girls report carrying a handgun and getting suspended at higher rates than girls statewide.

Bullying

Bullying is an aggressive act that reoccurs and demonstrates an imbalance of power favoring the perpetrator. This aggression can be presented in person through physical or verbal attacks, or through technology like social media, email, chat rooms, or text messaging. Though the likelihood of suicide caused by bullying alone is low, bullying can contribute to and exacerbate existing depression, anxiety, and loneliness. Therefore, bullying is associated with some suicide attempts.

The 2014 FYSAS shows that when compared to girls statewide, Leon County girls have a comparable but slightly higher percentage of physically bullying others in the past 30 days (5.9%) and verbally bullying others in the past 30 days (13.4%). In Leon County, 6.5% of girls have skipped school because of bullying, which is lower than for girls at the state level. Nearly 1 in 3 girls in Leon County (31.3%) report that they were taunted or teased in the past 30 days. Students that frequently bully are more likely to be involved in anti-social and risky behavior including fights, vandalism, and substance abuse.

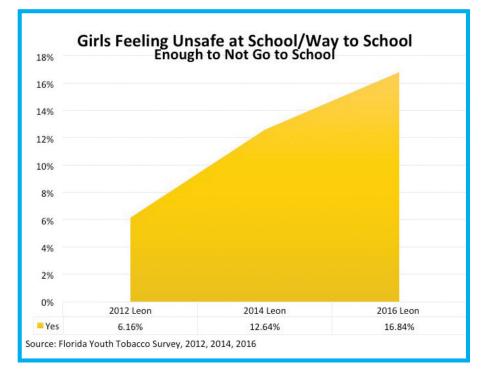
Overall, Florida middle school students report a higher percentage of involvement in bullying behavior than high school students. Among middle and high school girls in Leon County combined, 39.6% report that bullying caused them to worry, compared to only 22% for boys. Generally, bullying rates demonstrate the need to do more research and create space for open dialogue with girls about bullying to better understand the impact on their lives. Bullying affects academic outcomes and self-esteem; therefore, it is crucial to identify protective and prevention strategies.

Human Trafficking

When students are away from the structure and supervision that schools provide, risky behavior, exposure to unsafe acts, and juvenile delinquency increase. These behaviors range from experimenting with sex and drugs to running away and falling prey to human trafficking. The Florida Department of Education lists absenteeism as an indicator of a child being involved in human trafficking.

Federal law defines the trafficking of persons as "sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age" or "the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery." Cases involving trafficking of children can include: commercial sex, stripping, pornography, forced begging, magazine crews, au pairs or nannies, restaurant work, hair and nail salon work, and agricultural work. The sexual exploitation of children occurs with both males and females; however, females are the victims of sex trafficking at significantly higher rates than males.

The Florida Department of Children and Families' Office of Child Welfare tracks human trafficking in three areas of maltreatment: Human trafficking- General (16.8% of all cases), Commercial Sexual



Exploitation of Children (CSEC) (73.6% of all cases), and Labor (9.6% of all cases).

Between 2013 and 2015 there were 4,548 reported cases of human trafficking in the State of Florida. Of those, 3,072 intakes were children. Commissioner Jane Johnson provided data and insight from the Florida Department of Children and Families on child trafficking in Florida, noting that "on any given day there are around 250 children in foster care that have a verified case of being involved in human trafficking. Out of these cases, only seven will be male." She says that "most identified victims will be located in urban areas south of Interstate-4" with "66.5% of the state's current trafficking population within foster care coming from a few counties: Miami-Dade (22%). Broward (13%), Hillsborough (11%), Pasco and Pinellas (10.5%), Orange and Osceola (5%), and Seminole and Brevard (5%)." Between 2013 and 2016, DCF completed human trafficking intakes for 56 children within Leon County-all of whom were girls.

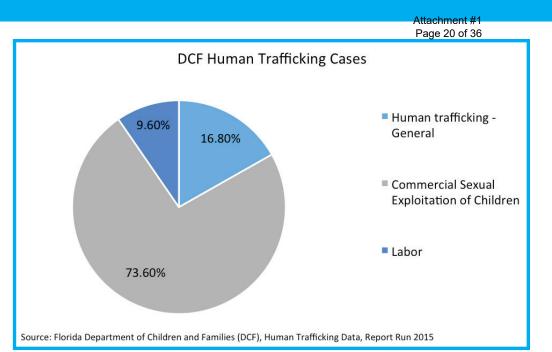
Leon County has 2.5 human trafficking cases per 100,000 in the population compared to 1.7 per 100,000 in the population state wide. All forms of human trafficking that are higher in the regions south of I-4 have more experience in reporting and combating human trafficking. Leon County's proximity to I-10,which connects all the lower states from California to Florida, may be a contributing factor to the amount of human trafficking.

The Survive and Thrive Advocacy Center (STAC) in Tallahassee is a local initiative that offers a comprehensive hub of resources to victims of human trafficking and their families. Robin Hassler Thompson, J.D., M.A., the Executive Director, points out the importance of integrated services for both sex trafficking and labor trafficking victims. Often, women who are victims of labor trafficking are also raped or sexually assaulted when not performing physical labor. "For STAC, it's both crisis response and long term response," said Hassler Thompson."From a service provision perspective, it's imperative that everybody connect and work together because these survivors have a vast array of needs: legal services; dental; mental health; job training; long-term and short-term trauma-informed care; and family counseling-the list is long." Until 2010, trafficking victims who received criminal records for crimes committed while they were trafficked had no legal recourse to appeal those charges. New York was the first state to pass a law allowing survivors of human trafficking to pursue court orders to vacate or expunge their criminal records. Florida followed, with the added provision for automatically expunging records for any offense committed while a victim of human trafficking.

continued >>

<< safety continued

Girls who are trafficked are forced to engage in behaviors that are criminalized such as prostitution and drug-related offenses. If a victim of human trafficking is charged for these crimes, that criminal record will have tremendous negative consequence over their lifetime, and is a significant miscarriage of justice. Not only does this result in another form of victimization that will further limit their chances at a happy and secure life, it results in additional psychological distress where they are made to feel responsible for what has happened to them. #YOTG

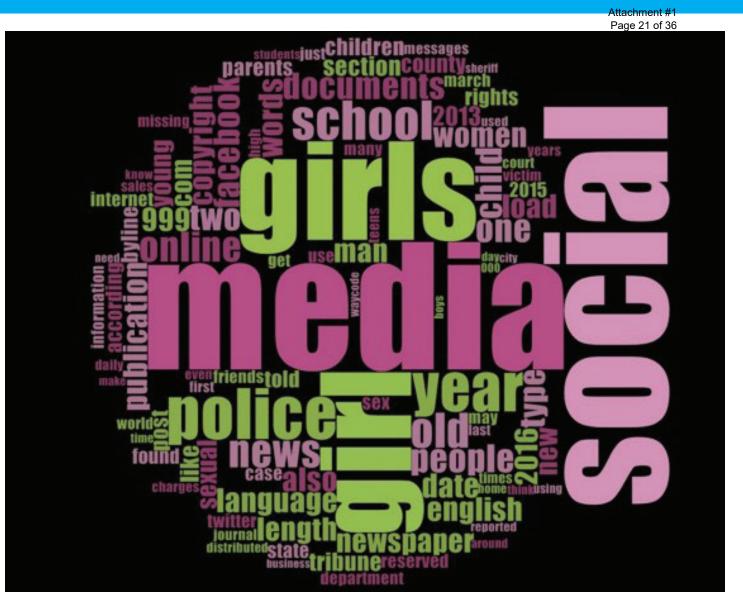




Insights

Girls shared their thoughts about big issues facing girls that grown-ups don't know about or talk about, and many of them involved issues of safety:

"Boys are touching girls where they shouldn't and girls don't want to tell their moms 'cause they're scared to." - Girl from Oak Ridge Elementary School, Oasis Girls Circle Group



Social Media By Commissioner Dr. Elizabeth Jakubowski and Commissioner Jane Johnson

n A Call to Action: Improving the Status of Women and Girls in Tallahassee/Leon County, the 2013-14 report from the Tallahassee/ Leon County Commission on the Status of Women and Girls, the issues identified as the most pressing ones facing girls in our community had social media as a common thread. Social media are computer-mediated tools that allow people and organizations to create, to share, or to exchange information, pictures/videos, and ideas in virtual communities and networks. Such tools have introduced significant changes to the manner and speed with which people communicate around the world.

Navigating a New Frontier

In the emerging world of social media, no one can boast having decades of experience and wisdom. We cannot turn to a previous generation for guidance. In a sense, we are all students learning to use these new tools at the same time. Social media, as we know it today, is not even 10 years old and the applications being developed to support it are constantly evolving and changing. While there may be experts on the mechanics of certain social media applications, it simply has not been around long enough to allow for a thorough analysis of its impact on our personal development, our relationships, and our society in general.

Of the research done by business, communications, and psychology professionals, the explosion of social media in our lives represents an unprecedented opportunity to draw adults and youth closer together—or keep them at a distance. The sharing of photos, videos, and ideas through a variety of platforms has enabled multiple generations to communicate and stay virtually connected, regardless of geography. That is probably one of the reasons social media has been so enthusiastically embraced across so many age cohorts. However, because we are all new to this territory, none of us can fully understand where the landmines are yet. Adults and youth have entered into a new and still-developing social landscape together, with no rulebook to guide the way forward. Very little to no local data currently exist to help understand and construct a picture of social media's impact on girls in our area.

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At the national level, data show that access to social media is impacted by increased access to mobile devices, including laptops, smartphones, and tablets. Many of the widely used applications in social media are available on these mobile devices. To help contextualize the influence of social media on today's youth, the Pew Research Center gathered data on issues related to teen relationships and technology, including social media. Their 2015 reports surveyed 1,060 teens ages 13-17 and provided the following statistics that describe this generation's use of social media:

- 92% of teens reported going online daily
- 56% of teens ages 13 to 17 went online several times a day; 24% said they would go online "almost constantly"
- 88% of teens had or had access to cell phones or smartphones and 90% of

- those teens with phones exchanged texts
- A typical teen sent and received 30 texts per day
- Facebook was the most used social media site among American teens ages 13 to 17; with 71% using the site
- 52% of the teens surveyed used Instagram and 41% used Snapchat
- Boys were more likely than girls to report that they visited Facebook most often (45% of boys versus 36% of girls)
- Girls were more likely than boys to say they used Instagram (23% of girls versus 17% of boys) and Tumblr (6% of girls compared with less than 1% of boys)
- Older teens ages 15 to 17 were more likely to cite Facebook (44% versus 35% of younger teens), Snapchat (13% versus 8%) and Twitter (8% versus 3%) as the most often used platform, while younger teens ages 13 to 14 were more

likely to list Instagram (25% versus 17% of older teens) as a platform they visited most often

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There is no disputing the fact that social media has assumed a dominant role in the lives of American teens and is becoming their primary method of communicating with others. The Pew Research Center report (2015) also found that for today's teens, 57% had met a new friend online. Social media, along with online gaming, were the two common digital venues for meeting friends. Girls are more likely to make new friends online through social media (78% vs. 52% of boys). In addition to building new friendships, teens have indicated that social media helps them feel more connected to their friends' feelings and daily lives while being a place to receive support from others during difficult times. #YOTG

Tips for Talking with Girls about Social Media

Discussions about social media should start as early as possible—even before a girl has her own smart phone.

Don't focus on what a girl should not be doing; instead, emphasize the positive potential of social media, while also carefully pointing out the pit falls as well.

Convey the big picture. Social media can be incredibly time-consuming and distracting, capable of taking over a person's life.

Try to help young girls unplug and step away from it to view its role in their lives as one of many tools they can use to communicate and socialize.

Help them to realize that everything that is posted becomes a forever image and brand of who she is and is available as long as there is an Internet.

To balance or offset the heavy emphasis social media places on body and appearance—and the pressure to post a perfect selfie—give equal attention and affirmation to photos of girls being active, natural-looking, and authentically themselves.

How Do Girls Use Social Media?

s part of the research for her 2016 book, American Girls: Social Media and the Secret Life of Teenagers, Nancy Jo Sales interviewed more than 200 girls in 10 states over a 10-month period, most of whom were under 16 years old. The teen girls she spoke with talked about the stress they experienced from social media, but also said they could not stop using it. Sales noted that social media is such a part of teenage life, one almost has to ask a girl about social media to find out who she is and what is going on in her life.

A disturbing finding of Sales' research was the extent to which social media has hyper-sexualized online text interactions among teens resulting in expectations for girls to portray a certain physical ideal. The teens she interviewed said they felt compelled to go to great lengths to modify their looks so they could take the perfect selfie to share on Facebook, Instagram, SnapChat, or a variety of other social media applications. Some girls reported spending hours each week taking and editing selfies to post on social media. Sales also found that it was considered acceptable for both boys and girls to make sexualized comments about one another's selfies. She suggests that the ready availability of online pornography has influenced the way teens view themselves and has encouraged girls in particular to dress and pose themselves in ways that mimic porn models, including having a hand on one hip or puckering their lips in the "duck face."

According to Claire Mysko (2013), an internationally recognized expert on body image and media literacy, "While social media is not the cause of low self-esteem, it has all the right elements to contribute to it. Social media creates an environment where disordered thoughts and behaviors really thrive." Mysko further comments that the pressure to be accepted (as measured in "likes") for a perfect photo of oneself can magnify a young girl's insecurities about her body. A study conducted by Florida State University on Facebook and eating disorders (2014) found that a group of women who were asked to browse Facebook for 20 minutes experienced greater body dissatisfaction than those who spent 20 minutes online researching rainforest cats. The pressure to project an attractive and popular image though their social media postings is evident in the percent of teens using social media who feel pressured to be liked. Some of the girls Sales spoke with also reported they felt pressure to text nude or sexual photos of themselves to boys. Other girls reported that exchanging texts of a sexual nature with boys was fairly common. The girls complained that this puts them in a loselose situation, because if they refused to send photos of themselves or suggestive texts, they risked being rejected or becoming unpopular. However, if they did send them, they risked being "slutshamed" if the boy shared them with his friends and others.

The Pew Research Center study also collected data on social media and flirting. Teens were asked about how they showed romantic interest in someone. The data show that virtual interactions are just as likely as face-to-face conversations.

How Teens Show Romantic Interest in Someone:

- 55% by talking with them in person
- 50% by friending them on Facebook or some other app
- 47% by liking, commenting or otherwise interacting on social media
- 46% by sharing something funny or interesting with them online
- 31% by sharing flirtatious messages
- 11% by making a music playlist for them
- 10% by sending flirty or sexy photos or videos of themselves
- 7% by making a video for them

Social media has become a platform for teen girls to seek affirmation of their sexuality by posting photos that will generate a maximum number of "likes" or comments. Teens are also using social media to share their romantic interests and initiate romantic relationships.

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In another of Pew Research Center's studies (2009), they surveyed 800 teens about their "sexting" behaviors and found:

- 4% of cellphone-owning teens ages 12-17 have sent sexually suggestive nude or nearly nude images of themselves to someone else via text messaging
- 15% of cell phone-owning teens ages 12-17 have received sexually suggestive nude or nearly nude images of someone they know via text messaging on their cell phone
- 8% of 17-year-olds with cell phones have sent a sexually provocative image by text and 30% have received a nude or nearly nude image on their phone
- 17% of teens who pay for all of the costs associated with their cell

phones send sexually suggestive images via text; just 3% of teens who do not pay for, or only pay for a portion of the cost of the cell phone, send these images

Although many of these teens reported exchanging "sexts"

with their romantic partners or people they hoped would be their romantic partners, these exchange behaviors are known and used enough to be taken advantage of by predators. The challenge for adults is to help teens fully appreciate the ramifications and dangers of their information-sharing activities, while providing a safe space for teens to talk openly about the realities they face.

How Can We Help Girls Navigate Social Media?

Parents, teachers, and adults involved in the lives of teens must understand and embrace the major role social media plays in their lives. Because it is still a relatively new and emerging social trend, there is not a lot of reliable data available on the short or long term impacts of social media on youth. Given that information gap, the best thing to do as a community is to engage in meaningful and candid conversations about social media, its role in our lives, and the risks and benefits of online information sharing.

Conversations with girls about social media should be dialogues, not lectures. Asking questions can help adults better understand what drives girls to post and scan social media so frequently. During our community conversations, several girls referred to their social media activities, from how they spend their time to concerns they have about using social media:

"[I need more] sleep; I like to take a nap. Sometimes I am up all night texting, and don't get enough rest." - Girl from PACE Center for Girls, Leon

"[I spend a lot of time] getting on social media. My favorite is Instagram."

- Girl from Fairview Middle School, Oasis Girls Circle Group

"Parents should talk to you about what they think you should post on the Internet; something wrong gets posted and then it's a big mistake."

- Girl from Oasis' Girls Can Do Anything Summer Camp

"[Unhealthy relationships have a] lack of communication and you're unable to trust a person. For example, checking up on someone by checking on their Instagram." - Girl from Palmer-Munroe Teen Center

We need to continue these discussions with girls throughout the community and engage with organizations and initiatives that work with girls to better understand the impact of social media on their lives. #YOTC

Attachment #1 Page 23Gr 36f my greatest strengths is my voice, but sometimes people misunderstand it as attitude, which makes me feel I am rude."

Sexual Violence in the Lives of Girls

By Dr. Jesse Klein and Commissioner Jessica Lowe-Minor

he 2014-15 Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG)Report on Sexual Violence Response in Tallahassee/Leon County offered research and best practices for our community's preventative initiatives and response to sexual violence. The report focused on our community's existing response policies regarding sexual violence against women in homes, workplaces, and college campuses. Further, the report highlighted medical and legal responses to adult female survivors. The success of the report relied in part on the availability of data on survivors ages 18 and older. However, a nationwide 2011 Centers for Disease Control and Prevention survey found that 23% of females who experienced rape, physical violence, or stalking by an intimate partner in their lifetime, first experienced some form of partner violence between the age of 11 and 17 years of age. Accessing data on sexual offenses against children for independent analysis is very difficult, where protection of the victims is taken very seriously. In this article, we share our findings on the data tracking of sexual violence against girls, our community's response process for victims, and the new threats our girls face on social media and the Internet.

Data Tracking

The Federal Bureau of Investigation's (FBI) Uniform Crime Report (UCR) requires law enforcement throughout the country to submit data on eight types of reported crimes, including rape. This reporting system has been in place since 1930, making changes in crime definitions necessary over time. While the FBI's definition of rape became more inclusive of gender and type of sexual violence in 2013—including male victims, sodomy, and sexual assault with objects—adding the element of the victim's age requires different reporting protocols.

The FBI defines statutory rape as "Nonforcible sexual intercourse with a person who is under the statutory age of consent," but adds that "If the victim was incapable of giving consent because of his/ her youth or mental impairment, either temporary or permanent, law enforcement should classify the offense as Rape, not Statutory Rape." The UCR does not collect data on statutory rape or other specific details for other offenses against children through its reporting system. Varying definitions and reporting systems have the potential to fracture the reporting and analysis of data at the national level on sexual violence against children; however, the FBI began working on a more nuanced reporting system in the 1980s.

In 1988, the FBI began experimenting with a new, more detailed reporting system called the National Incident-Based Reporting System (NIBRS), which would collect data on 46 specific crimes, including both rape and statutory rape. This is a significant improvement to crime reporting conducted through the UCR system and it ensures that incident-level, specific data on victims, perpetrators, and co-occurring crimes are recorded thoroughly. However, implementation of NIBRS has been slow and voluntary with the goal of fully transitioning from the UCR to the NIBRS by the end of 2021. In 2013, only 38.3% of law enforcement agencies reporting to the UCR submitted crime data in the incidentbased system. These mandatory reporting guidelines at the federal level result in many local and state law enforcement agencies tracking data on crimes reported, arrests made, and convictions for sexual violence.

There are 44 states implementing and/ or testing the NIBRS—Florida is not one of them.

While these reporting systems have normalized tracking data on sexual violence throughout the country, it is important to note that these data only tell us about reported crime. Comparing national victimization surveys with official data, the Bureau of Justice Statistics found that between 2006 and 2010, 52% of all violent victimizations were not reported to the police, and 2 out of 3 or 65% of rapes and sexual assaults went unreported. They also found that violent crime victimizations against youth ages 12 to 17 went unreported at higher rates than any of the other age categories. With such a low reporting rate, there is also the risk of believing these victimizations are not happening at all or not often. With this in mind, NIBRS released a report on sex offenses via their system in 2013 and found that the "most likely victims of rape were teenagers with 33.8% of victims between 13 and 18 years

of age" and offenders were reported "to be slightly older with 39.1% between 16 and 25 years of age" nationwide. Teenage victims were also most likely to be girls.

This means that girls are simultaneously more likely to be victims of rape and sexual assault and that these crimes are most likely to go unreported to law enforcement.

We can find national data sometimes disaggregated by age, gender, and race of the victims, but for state- and locallevel data, it is an entirely different story. Communities come together to provide data tracking and crisis response through law enforcement, medical and mental health professionals, social workers, and community service providers. However, community dialogue is more open with regard to talking about the response for victims over 18 years of age because the status of sexual violence against children is still not something people are comfortable talking about. Despite national prioritization of the investigation and prosecution of sexual crimes against children, when we cannot grasp the scope of the problem, statistically or otherwise, the interagency collaborations we rely on for crisis response are hindered.

Community Response to Child Victims of Sexual Violence

Tallahassee and Leon County have a comprehensive network of agencies committed to sexual violence response that receive community-wide and state-wide support to do so. After consulting with many providers in Tallahassee, a common theme emerged—there are many crisis- and trauma-related services for adults but few for children. Barriers to providing more services for child victims of sexual violence include a lack of resources and a collective denial about the realities of child sexual abuse nationwide.

In 1978, the State of Florida initiated a "pilot project using a medically led, multidisciplinary team approach" in Jacksonville and called it the Child Protection Team (CPT). Today, 48 CPTs operate throughout Florida in main offices and satellite offices, including a main office in Tallahassee. In explaining the range of services CPTs provide by working together with law enforcement and the Department of Children and Families (DCF), the DOH says teams provide:

- Medical diagnosis and evaluation
- Nursing assessments
- Child and family assessments
- Multidisciplinary staffing
- Psychological and psychiatric evaluations
- Specialized and forensic interviews
- Expert court testimony

Kevin Winship, a Licensed Mental Health Counselor (L.M.H.C.) and Director of Program Operations at Children's Home Society of Florida, North Central Division (CHS)—the main CPT office in Tallahassee-spoke with us about the CPT operating in the Big Bend and gave us a tour of their facility. They are prepared to process many types of abuse victims; however, for this report we asked specifically about their sexual abuse cases involving girls. Their team members include support from county law enforcement and certified Sexual Assault Nurse Examiners (SANE) for providing sexual assault exams, contracting with physicians specialized in pediatric trauma, clinical social workers, and licensed counselors and psychologists. Winship provided data for 2014-15 and 2015-16:

- In 2014-15, there were 375 alleged female victims processed through Tallahassee's CPT and of these 23.2% were ages 0-5, 38.7% were ages 6-12, and 38.1% were 13 years or older.
 - Of these victims, 82.7% knew their perpetrators which included parents (13.3%), step-parents (5.9%), other relatives (30%), parent or guardian's paramour (11.5%), and other known non-relatives (29.6%).

- In 2015-16, there was a significant drop from 375 to 170 female victims, of whom 31.2% were ages 0-5, 34.7% were ages 6-12, and 34.1% were 13 years or older.
 - o Similarly to 2014-2015, most of these girls knew their perpetrators (82.4%) and included parents (15.9%), step-parents (6.4%), other relatives (21.9%), parent or guardian's paramour (2.4%), and other known non-relatives (28.2%).

At the time of our interview, CHS had just started processing 2016-17 data and noted that they were observing an uptick from the previous year's number of victims served. A majority of child victims of sexual abuse in Leon County are brought to Tallahassee's CPT and are often referred by the Department of Children and Families (DCF) and local law enforcement. Winship noted that DCF also provided specialized response teams for High Risk Victims, which included children who went into the DCF or Department of Juvenile Delinquency systems multiple times, who moved between foster homes frequently, and who had been trafficked for Commercial Sexual Exploitation of Children. As reported in the safety section of this report, Leon County had 56 child victims of human trafficking in 2015 and all of them were girls. From child sexual abuse within their homes to being trafficked and exploited for commercial sex, sexual violence against girls is a substantial and complex problem in our community.

Barriers to children's access to treatment abound once they leave CHS, depending on their access to insurance, access to transportation, their school's capacity to provide counseling for possible consequent emotional or behavioral issues resulting from their victimization, household income, possible ongoing interaction with the legal system, and those victimized by parents or relatives might be removed from their homes.

Meg Baldwin, J.D. is the Executive Director of Refuge House, a domestic and sexual violence center serving eight counties in the Big Bend area, including Leon County. As one of the several community service providers where children and their families are referred after CHS, she sees girls needing complex direct services after experiencing trauma as well: "The thing that is probably the biggest barrier is being able to afford therapeutic services for a lot of these families. Most of the girls that we are working with have really complicated home lives. Many of them have grown up witnessing domestic violence, they've been molested early, and they come from a long history of family violence. So, their needs are broad. They need basic case management, their families need affordable, safe housing to reduce their risk-they need positive adults in their life." She adds, "Each girl really needs and deserves to have a safe, protective, nurturing relationship in her life. And if she doesn't have that, she's going to be vulnerable to seeking something that pretends to be that kind of emotional and material support from anyone who seems to be offering it. And that contributes to an environment of predation that may be exploited by an age peer, a member of the family, a brother, an uncle, a boyfriend of her mom or an older sister, another student in school, and older boys and young men who circle these girls who are vulnerable in these ways and will use them sexually and sometimes also prostitute them."

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<< sexual violence in the lives of girls continued

The Threat of Online Predators

Unfortunately, girls face more threats now than ever before with advances in technology and the spread of social media. As noted in the Social Media article of this report, the lines of communication and information exchange are there for positive relational interaction, building friendships, and maintaining contact across the world. However much we would like for our girls to have only positive experiences online, that just isn't the case.

We spoke with Special Agent Jason A. Knowles at the Florida Department of Law Enforcement's (FDLE) Florida Computer Crime Center (FC3) about the landscape girls in our community are facing on the Internet. He began by explaining the predator mentality.

"Predators are looking for prey, first and foremost. They are going to go to the places that kids are frequenting, whether they are applications or online social media sites. They are going to look for the baited field. And when they find the prey, they are going to take it upon themselves and go through a process where they isolate an individual or several individuals. That's easy to do on the Internet because you have applications that are specifically written for isolating communication. So, if they make contact with a child, they can isolate that communication by taking them to a different app. So, we see a lot of times predators will come across somebody who they think is a child and then they'll say, 'Hey do you have a Skype account,' or 'Do you have a Kik account?' and they'll take them from one application to another so that they can isolate that communication." These online predators seek user handles that indicate a child may have created it and immediately begin to assess whether the user is in fact a child by asking certain questions and analyzing the responses.

Children coming from difficult home lives are particularly vulnerable because they are easier to isolate and groom. Social media grooming is when a predator builds trust from a potential child victim which can result in isolating that child from their social supports and increasing their risk for exploitation. At FC3, Agent Knowles says, "A large percentage of our investigations are focused on child pornography possession and sharing on the Internet." The possession, production, and distribution of child pornography has become increasingly prevalent as predators are better able to collect, to create, and to share this material with one another.

Agent Knowles pointed to a seminal research report, The Butner Study (2009), which revealed that offenders in possession of child pornography also had a high likelihood of being contact offenders. In this study, 155 inmates that had been incarcerated for possession of child pornography were interviewed and researchers discovered that 85% had been contact offenders—meaning they had gone beyond "mere" possession and children. Of the 85%, inmates also conveyed their number of victims—the average number of victims per offender was a staggering 13.

The team at FC3, and other computer crime task forces, know they are going after perpetrators who are likely to be child

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rapists and traffickers, which is why the enforcement of child pornography laws is comprehensive and consistent. Child pornography is a crime scene photo because it is a capture of the rape of that child. Agent Knowles has provided expert testimony at many of these trials and notes that it has taken many years for law enforcement "to get judges and juries to know that this isn't just some dirty old man looking at a photo—it's a crime."

The funding and departmental structures for combating these crimes are different at the county, state, and federal levels, making tracking sex offenses against children complex. Fortunately, however, these agencies communicate and track offenders and predators collaboratively within

states and across state lines to protect children against computerrelated sex crimes. Victim data within the State of Florida's Sex Offender Registry is confidential and not publicly available, making disaggregating sex offenses against minors by gender impossible. By requesting detailed registry data between 1970 and 2016, we were able to determine rates of sex offender charges against children per 100,000 people in each county, rates of sex offenders who perpetrated crimes against children per 100,000 people in each county, and rates of computer-related sex crimes against children per 100,000 people in each county.

Sex offenders are grouped into three categories: offenders, predators (repetitive offenders), and juvenile sex offenders (offenders under the age of 18). Sex offenders are typically arrested and convicted for more than one crime; making the charges exceed the amount of offenders. The Florida counties with the highest rate per 100,000 in the population of sex crimes against children are Liberty (1052), Gadsden (931.3), Desoto (803.2), and Citrus (802.2) County. Gadsden and Liberty counties also have the highest rate of sex offenders, with 653.2 and 597.7 per 100,000 respectively.

The data was grouped by computer-related sex crimes against children, including: Possession of photo/picture showing sexual performance by a child; Produce, direct, promote sexual performance by child; Providing obscene material to a minor; Send child porn; Sexual performance by a child (possess photo or picture); Traveling to meet minor to commit unlawful sexual offense; Use computer to have sex with minor; Use Internet to solicit/attempt to solicit a child for sex/lewdness; Use of a computer to solicit or lure a child to engage in sexual conduct; and



Use of a computer to solicit or lure a parent or custodian of a child to consent to the child's participation in sexual conduct. For these crimes, Citrus (155.1), Polk (106.5), and Sumter (100.6) County had the highest rates per 100,000 in the population. Leon County had the 6th highest rate of computer-related sex crimes against children, with 86 per 100,000 in the population. Of Leon County's 237 computer-related sex crimes against children documented between 2006 and 2016, the highest frequency of charges included:

- 69 Possession of photo/picture showing sexual performance by a child
- 50 Traveling to meet minor to commit unlawful sexual offense
- 50 Use Internet to solicit/attempt to solicit a child for sex/lewdness

Agent Knowles explained that the agency prioritizes investigating pornographic images of infants and toddler-aged children, because those images are indicative of a predator who is a repeat, preferential molester.

Online predators are really good at presenting themselves as a child's hero or salvation. Predators often encourage child victims to run away from home and assist in orchestrating that exit strategy. The child thinks she/he is running away into a situation that will be loving, but by the time the child gets there it is already too late. In most cases, within 24 hours runaways have already been sexually abused by the person they were running to and are likely being trafficked for sex by the predators immediately. According to Agent Knowles, between 2011 and 2015, there were 58,000 endangered

runaways nationwide. Of these, 83% were returned home and from their interviews, agents found that 1 in 5 were sex trafficked before

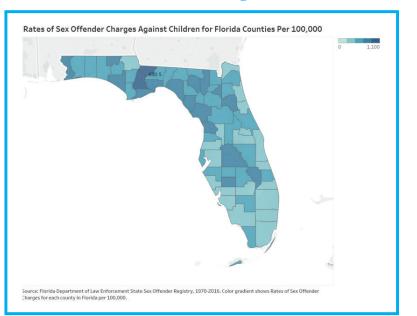
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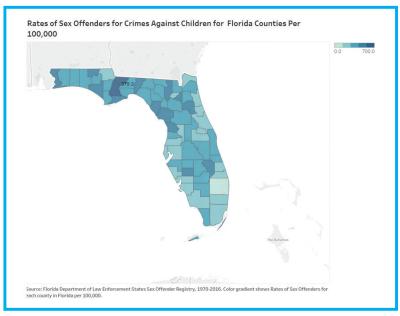
Insights

Girls described various aspects of unhealthy relationships during our community conversations, including emotional and physical abuse from romantic partners:

"Define unhealthy relationship: Someone who bothers a girl over and over again, treating you wrong but others don't believe you at all. People who stay in relationships where the person is not treating you well. When a person stays with a guy who pushes them around or beats on them, and abuses them. I am really close to a person like this, and it made me upset. My cousin was dating one of my friends, and I didn't believe her when she said she was being beat on." —Girl from PACE Center for Girls, Leon, Oasis Girls Circle Group

<< sexual violence in the lives of girls continued





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they returned home. Sixty-four percent said they were running away from foster care and 35% from their biological family or parents.

Agent Knowles explained the dangers of social media for girls. Perpetrators of child sexual abuse, often adult men, pose as younger same-sex (girl) online friends who lure teenage girls into situations where they inflict sexual violence and trafficking by tricking them.

Once a girl is already in the web of the perpetrator's sexual exploitation, social media may continue to be used to perpetrate further crimes against her.

Agent Knowles offered many practical suggestions for the ways in which we as parents, teachers, and community members can empower children to make safe decisions and stop this process early.

- We need to commit to creating age-appropriate material to teach girls and boys about the risks associated with sharing pictures and talking to strangers online.
- Parents need to stay informed on new technologies and social media platforms their children might be using. There are certain platforms most likely to be used by online predators: Skype, Kik, Tumblr, Tinder, Instagram, Snapchat, Omegle, and dating sites like OkCupid, Bumble, Plenty of Fish, Grindr.
- Communities need to find ways to collect additional, localized data about social media use. Communities need to track the age when children first gain access to this technology, the age when they are first sexually solicited online, and how many teens are providing nude images based on requests or coercion from online predators, to name a few.

Conclusion

Far too many girls in our community are exposed to sexual violence. The available data show only a small piece of a vast, complex reality the girls face everywhere they go. Sexual violence in youth causes lifelong trauma that affects girls' ability to thrive. Trauma-informed care needs to be more heavily integrated into our community's response to sexual violence against girls. As a community, we need to continue advocating for more robust data tracking of sexual violence against girls, offer support and encourage wraparound services for victims of child sexual abuse, and bring awareness and education to the increasing presence of online predators in girls' lives.

The PACE Center for Girls, Leon County: A Gender-Responsive Prevention and Early Intervention Program for Girls *By Kelly Otte*

f the 202 girls we served from July 1, 2014 to June 30, 2015, 38% were ages 11 to 14 and 62% were ages 15 to 18. Girls were racially/ethnically identified as being Black (67%), White (28%), Hispanic (3%) or Other (2%). An overwhelming majority, 81%, of the girls had three or more risk factors:

- 27% had a learning disability;
- 57% of the girls had a parent or sibling incarcerated or on probation;
- 18% had a seriously ill parent;
- 30% had a parent with substance abuse addictions;
- 32% experienced domestic violence in the home;
- 25% were living away from their parents in outside placement and 6% were in foster care;
- 50% were living in a single parent household;
- 23% had been physically abused;
- 25% sexually abused;
- 22% had been raped;
- 75% had serious physical health problems;
- 20% had substance abuse issues;
- 22% had considered suicide and 20% had attempted suicide;
- 53% had eating disorders or unhealthy eating behaviors;
- 34% had a prior arrest and 20% were on probation.

Since opening, PACE Leon has served over 2,100 girls and helped them gain the skills and knowledge they need to lead healthy, productive, and fulfilling lives. The PACE Model is effective and impactful. Of the girls served in the past 2 years:

• 95% of the girls did not have adjudication (or adjudication withheld) in the juvenile justice system while enrolled in the program;

- 95% had no involvement within six months after transitioning out of the program;
- Attachment #1 Page 25 of 36 f my greatest strengths is learning, but sometimes people misunderstand it as asking stupid questions, which makes me feel sad."
- 100% of the girls did not have additional involvement within one year of transition;
- 98% of the girls earned a high school diploma (or GED), or mainstreamed back to their public school, an appropriate educational setting, or were employed or were placed in an appropriate placement based on their individual treatment plan;
- 91% of the girls stayed enrolled in the program for longer than 30 days;
- 97% of the girls transitioned to an appropriate educational placement consistent with their individualized treatment/case plan;
- 88% of the girls who stayed at least 90 days in the program increased their academic functioning;
- 93% of girls served reduced conflict at home;
- 100% of the girls served by the Reach Program reported increased self-efficacy and self-esteem.

Kelly Otte is Executive Director of The PACE Center for Girls in Leon County and is a trailblazing, celebrated advocate for women and girls. She served as a Commissioner on the Tallahassee/Leon County Commission on the Status of Women and Girls from 2011 to 2014. In 2007, she founded The Oasis Center for Women & Girls in Tallahassee.



Essay on School Dress Codes By Casey

Ontroversies surrounding school dress codes are an increasingly prominent and pervasive issue in today's society. Some might dismiss it as unimportant, and I suppose sending a young girl home to change isn't in itself a large issue in the scheme of things. However, it goes far beyond disagreement over the visibility of bra straps and actually gives us a crystal clear insight into how dominant patriarchy and its consequence are in today's society, and how dominant they are from a young age.

Back in November, I was dress-coded and sent home for wearing leggings to school. I was told that my mother would have to leave work to drive me home to change, or I would have to stay in In-School-Suspension for the entire day. I wasn't allowed to go to my classes, take tests, turn in homework, or see my classmates. That is, not until I was wearing something less "distracting."

The reason behind all of this is apparently because our outfits are considered "distractions" to the boys in our school and are, therefore, an obstacle to their education. There is something very wrong with the implementation of a school policy which unequally affects girls and boys. For example, when girls' clothes are perceived to be too much of a distraction for boys to handle, girls get sent home from school (or to In-School Suspension), thus precluding them from access to their own education. Such a policy and practice prioritizes a boy's education over a girl's education. It sends a very strong message to our youth that schools care more about what girls wear than whether they learn. It blames a girl for boys' distraction and the actions that may follow-staring, pointing, ogling, teasing, and making suggestive comments. It shames a girl into thinking that the unwanted attention is her own fault. It teaches boys that if a girl wears leggings, shorts, or has her shoulders showing that they are absolved from staring and making comments and acting inappropriately, and that it is the girl's fault for drawing their attention in the first place. This mindset is prevalent in the objectification, harassment, and sexual assault of girls, teaching boys that they are blameless and free to act as they wish. This normalizes asking, "But what

was she wearing?" and perpetuates victim blaming.

We need to find a way to change our system of dress code enforcement so it doesn't plant the seed for a perpetual cycle of sexism and potential violence. We can't keep telling our girls that they are of less importance than boys, that it's their fault for being objectified. We can't keep contributing to a culture that perpetuates violence against women and girls.

Instead, we should be teaching boys that it is inappropriate under any circumstance to objectify a girl, regardless of what she is wearing. We need to teach kids to be more tolerant and accepting, and to discourage objectifying and bullying behavior. The answer is not to remove the distraction the short shorts, the leggings—but rather to identify and eliminate the intolerant and objectifying attitudes and behaviors that our culture perpetuates.

Casey is in 10th grade. She lives and goes to school in Tallahassee. #YOTG

The Anti-Defamation League (2014) has developed educational materials including tools, strategies and conversations starters about current events. In their educational series about dress codes, they explore the history of dress codes nationally.

Conversation starters and other tools and strategies to explore this topic are available for parents, families, and educators at www.adl.org.



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COMMUNITY HELPING GIRLS AND GIRLS CHANGING THE WORLD

irls who participated in our Community Conversations throughout the commission year were passionate about their communities and about helping others. We are all fortunate to live in a community where girls respond in such fun, loving, and meaningful ways to community-wide and personal challenges. Responses to two particular survey questions highlight the range of expression received from girls in our community.

WHAT IS ONE THING THE COMMUNITY COULD DO TO HELP YOU REACH YOUR GOALS?

Girls from Palmer Munroe Teen Center "They could give me money so I could have a full scholarship."

"My community could support me [in]getting to culinary school."

"... Well, there is nothing they can do they haven't [already]done. They have given me advice and they have directed me to the right place, like coming here, and I have now earned two scholarships for college ... I am actually helping other kids and helping the ESE kids during sixth period."

"Not really anything."

Girls from Rickards High School, Oasis Girls Circle Group

"They can start having programs, like tutoring, food drives and mentoring...but Tallahassee is just broke."

"The city isn't broke; they just don't know what they want to do with their money. One thing the community can do to help me out, so I can do things to help [the community] out, is changing people's mind sets. I know that it's hard, but I need them to be just a little more open-minded."

"Like instead of putting young people in jail, they can make them do different things instead of putting them in jail, because I know 16 year olds in jail."

Girls from PACE Center for Girls, Leon

"Stop stereotyping us. People out in the community automatically think negatively of us. ... One lady asked me what school I go to, and when I said PACE, she said you need to get yourself together. The community should offer more mentoring programs to help teens, to support them, and help them out in school and for the future. I had to tell someone, 'It is not a school for bad kids,' since he didn't know what PACE is. PACE should make a commercial to talk about PACE. The community should see us in a different light—increase our visibility. We have to prove them wrong. This community should change the way girls are treated."

Girls from Fairview Middle School, Oasis Girls Circle Group

"I don't want kids to say they had a bad neighborhood or bad childhood or dirty neighborhood. I just don't want them to have to say that."

"The community can't really help me because what I want to do has nothing to do with the community."

Girls from Oak Ridge Elementary, Oasis Girls Circle Group

"Have fundraisers and protests. Give to heart disease."

"Throw me a party and bring LeBron James and other famous people here to help me become motivated."

"Get rid of breast cancer. Get people money they need. Some people don't have homes, so people could have homes."

"I don't have any set goals right now, except academics. [The] community can't help me with that."

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IF YOU HAD A MAGIC STICK, AND COULD CHANGE SOMETHING TO MAKE YOUR LIFE OR OTHER PEOPLE'S LIVES BETTER, WHAT WOULD YOU CHANGE?

Girls from Fairview Middle School, Oasis Girls Circle Group

"I would change my economy because I would like to give back to people who give me stuff. I would also give back to my church. God says give 10%. I would help homeless people who don't have food or a place to stay."

"I would help my brother's life, because my mom has to travel from place to place just to get my brother's legs fixed. He's bowlegged and he's always in pain but we don't know how to handle it. I'd change little people's lives because they struggle with a lot of stuff because they can't do what average sized people do."

"I would change my mother because she really needs some help. She needs to get her own house, and her own car. There's a man that's down the street from my grandma house that has to live in a shed."

"I would help people who are sick and don't have no legs, I would use my magic stick to give them legs. My cousin doesn't have legs."

Girls from Palmer Munroe Teen Center

"That I would get anything I want. I want a better life for my family. Like, us—in our own house. My mom having my sister back. My brother being good and not getting into trouble. My mom getting a new car..." "I want [to help] the homeless people because after they make their mistakes, they [can] have a second chance at life."

"Food. My wish would be [to attend] culinary school. I would go to Africa and give everybody cheeseburgers. Food and clean water."

"...We could go to high school and college providing enough money so families can send their kids to college. Support kids going to school."

Girls from Oak Ridge Elementary, Oasis Girls Circle Group "Something I regret doing. Can't say what it is."

"My dream is to go out and be myself and be what I want to be, not put myself down, or have trouble. Really wanna grow up and be a gospel singer, or like Beyoncé."

"My cousin—how she acts. And how my other cousin never should've gone to jail, but she shouldn't have said something bad to police; and the people dying in my family."

"Prevent my granddaddy from dying of cancer."

Girls from Rickards High School, Oasis Girls Circle Group "I need ...more money. I want to be rich, ... then I can donate to hospitals."

"If I had one, everybody would be rich and everything would be free. I'm including everybody."

"I would build more houses for the homeless, after that I would think [a]bout myself and get more money."

"I would cure everything, so everyone can live a normal life. And depression, too." #VOTG



#YEAROFTHEGIRL Summit 2015-16

t the beginning of the 2015-16 commission year, once girls were decidedly the focus, the Commission announced the #YOTG program and the Summit to be held in September 2016 to celebrate girls in our community. The Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) recognized several #YOTG honorees—local girls who are making a difference in our community and are doing incredibly inspiring work in their neighborhoods and schools. The 2015-16 commission year culminated in a girls empowerment summit designed to:

- Engage a diverse group of girls
- Encourage girls to recognize and achieve their personal and professional potential
- Engage around the issues they face and strategies for overcoming challenges
- Empower them to make a difference in our community through education, leadership, and self-actualization

Hosted by CSWG, the #YOTG Summit was held from 8:30 a.m. to 12:30 p.m. on September 23, 2016 at City Hall in Tallahassee, Florida. Former CSWG Commissioner and the First Lady of Tallahassee, R. Jai Gillum, spoke to the over 100 girls in attendance during the opening session to get them excited for the day ahead of them:

"We're counting on you to make sure that every year is the year of the girl."

"Before we can empower each other, we have to first empower ourselves."

"We believe that every girl can embrace who she is, can define who she wants to be, can rise to any challenge, and can change the world."

Leon County and City of Tallahassee Commissioners were well represented, including County Commissioner Kristin Dozier; County Commissioner Nick Maddox; County Commissioner Mary Ann Lindley; City Commissioner Nancy Miller; and City Commissioner Curtis Richardson.

In addition to the girls, about 50 adult women attended as speakers, volunteers, and chaperones. Numerous vendors tabled with information about community and campus. The summit was an amazing opportunity for the Commission to collaborate with community members and organizations.

Breakout sessions were organized by grades 7-8, 9-10, and 11-12 and included discussions about unleashing their potential, finding their authentic selves, healthy relationships, and preparing for college.

Closing presenter Denise Wilson rallied the girls to keep the energy going during her speech to the summit: "You have choices now. Now, what you could do is you could say 'Yeah, we had a lot of fun, and now it's time to go home. I'm going to go home, and I'm going to do things the way I've always done them.' That is a choice. Or... you can choose to take what you did here today back with you and you can share it with other people. You can take it back and you can make a difference in your life and that will make a difference in other people's live...it's your choice. You choose." ***YOTG**



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Club 25 believes in creating a world where all women and girls can achieve their fullest potential.



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

THIS AGREEMENT is entered into this _____ day of October 2017, by and between **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the County), the **CITY OF TALLAHASSEE**, a Florida municipal corporation (hereinafter referred to as the "City"), and **THE OASIS CENTER FOR WOMEN & GIRLS, INC.,** a Florda nonprofit corporation (hereinafter referred to as the "Agency").

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

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

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

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

WHEREAS, the County and City wish to jointly ratify and acknowledge their desire to continue the engagement of the Agency to provide administrative support to the Commission and have each appropriated \$20,000 for staff of the Commission for fiscal year 2017/2018 for a total of \$40,000.

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

Article 1. GENERAL CONDITIONS

1.1. <u>Scope of Services; Compensation:</u> In exchange for the County's payment to the Agency in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) and the City's payment to the Agency in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) in accordance with Section 1.3.2 below, the Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County and City, administrative support to the Commission which shall include but not be limited to:

1.1.1. Staffing and Scheduling.

1.1.2. Coordination.

1.1.3. Liaison/Communication with the County and City.

1.1.4. Prepare all necessary documents when needed.

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

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

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

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

1.3. <u>Time of Performance and Payment:</u> The time within which this Agreement shall be performed and the method of payment for compensation shall be as follows:

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

1.3.2. Payment. The County and City shall, no later than 30 days after executing this Agreement, pay as compensation to the Agency the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00), respectively for services to be provided for fiscal year 2017/2018.

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

1.4. Personnel and Subcontracting:

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

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

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

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

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

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

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

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

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

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

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

Article 2. ASSURANCES

2.1. **Equal Employment Opportunity:** The Agency shall comply with the prohibition against employment discrimination in Chapter 9, Leon County Code of Laws (the "Human Rights Code") by not engaging in the unlawful employment practices set forth in Article II therein on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation. Such unlawful employment practices include, built are not limited to, (i) failing or refusing to hire, discharge, promote, or otherwise discriminate against an individual with respect to compensation or the terms, conditions, or privileges of employment, or (ii) limiting, segregating, or classifying an employee in a way which

would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee. In addition, the Agency shall abide by any other employment discrimination prohibitions as provided by any other applicable laws. The Agency shall post in conspicuous places, available to employees and applicants for employment, any employment discrimination notices as provided by the County and/or the City setting forth the provisions of a nondiscrimination clause. The Agency shall incorporate this provision in all subcontracts for services provided under this Agreement.

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

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

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

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

2.6. <u>Records:</u> The Agency shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly the amount received and disposition by the Agency of all compensation received for its work and services. The Agency's records shall be subject at all reasonable times to inspection, copy and audit by the County, City, or its authorized representatives. The Agency shall preserve and make its records available to the County, City and its authorized representatives until

the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable law, statute, ordinance, rule, or regulation.

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

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

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

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

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

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

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

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

THE OASIS CENTER FOR WOMEN & GIRLS, INC.:

	By:
Witness as to Agency	
	(Type or print name and title of signatory)
Witness as to Agency	

LEON COUNTY, FLORIDA

ATTEST: Gwendolyn Marshall CLERK OF THE COURT LEON COUNTY, FLORIDA

By:_____

By:_

Vincent S. Long, County Administrator

APPROVED AS TO FORM: LEON COUNTY ATTORNEY'S OFFICE

Herbert W.A. Thiele, Esq. County Attorney

CITY OF TALLAHASSEE

ATTESTED BY:

By:_____

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

Ricardo Fernandez City Manager

APPROVED AS TO FORM:

Lewis E. Shelley City Attorney

Leon County Board of County Commissioners

Notes for Agenda Item #2

Leon County Board of County Commissioners

Agenda Item #2

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title:Minutes: September 20, 2017 Regular Meeting

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

Statement of Issue:

This agenda item seeks Board review and approval of the following minutes: September 20, 2017 Regular Meeting.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the September 20, 2017 Regular Meeting.

Attachment:

1. September 20, 2017 Regular Meeting

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA REGULAR MEETING September 20, 2017

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Reverend James Shaw of New Mount Zion Missionary Baptist Church. Commissioner Lindley then led the Pledge of Allegiance.

Chairman Dailey announced that in honor of Rosh Hashanah, the scheduled first public hearing on the 2017/18 budget will not be held. The first public hearing had been rescheduled for September 26, 2017 at 6:00 p.m. and the second public hearing on the budget is scheduled for October 3, 2017 at 6:00 p.m. Chairman Dailey stated that any citizen who wished to speak on the proposed budget today could do so during both Citizen to be Heard portions of the meeting.

AWARDS AND PRESENTATIONS

- Commissioner Jimbo Jackson presented a Proclamation recognizing the Fort Braden Little League as the Florida District 20 Champions. Coach Jason Guenther spoke of the heart and dedication of the team during their championship run.
- Chairman Dailey introduced Karen Walker of Holland & Knight, to present the Glenn J. Winuk Humanitarian Award.
 - Ms. Walker announced that Jack Pittman was the recipient of this year's Glenn J. Winuk Humanitarian Award for his work with the Big Bend Hospice VALOR Program and stated that the firm would be donating \$5,000 to the charity of Mr. Pittman's choice, Big Bend Hospice.
 - Mr. Pittman recognized his wife of 53 years and reflected on his career in the military. He stated that it is an honor to serve other veterans as they fight their last battle.

CONSENT:

Commissioner Lindley moved, duly seconded by Commissioner Dozier to approve the Consent Agenda, with the exception of Item #3, which was pulled for further discussion. <u>The motion carried 7-0.</u>

1. Minutes: June 20, 2017 Regular Meeting; June 20, 2017 Budget Policy Workshop FY 17/18; and July 11, 2017 Regular Meeting

The Board approved Option 1: Approve the minutes of the June 20, 2017 Regular Meeting; June 20, 2017 Budget Policy Workshop FY 17/18; and July 11, 2017 Regular Meeting

2. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for September 12, 2017, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 13 through September 25, 2017.

3. Professional Services Contract with Municipal Code Corporation

Commissioner Proctor requested the item be pulled for further discussion.

County Attorney Thiele introduced the item. He stated that the item authorizes the recodification of the County's Code Book, which includes a review of the entire code to ensure that it is grammatically correct, free of conflicts and internal inconsistencies and conforms to State Law. He noted that is has been 25 years since the last complete legal review of the Code of Laws has been done.

Commissioner Proctor noted that while the analysis in the agenda item reflected a cost of \$34,000; the entirety of the three year contract was \$102,000. He requested that staff, going forward, include in its analysis the full amount of the expenditure. Commissioner Proctor noted that he was pleased that the contract included web hosting and maintenance for the County's Code of Laws.

Commissioner Proctor moved, duly seconded by Commissioner Dozier, approval of Option 1: Approve the Professional Services Contract with Municipal Code Corporation for the recodification of the Leon County Code of Laws and authorize the Chairman to execute the contract.

Commissioner Dozier established with County Attorney Thiele that the recodification was \$34,000; the other costs are associated with the codification of future ordinances adopted by the Board.

The motion carried 7-0.

4. Commissioner Appointments to the Housing Finance Authority of Leon County

The Board approved Option 1: Ratify individual Commissioner appointments of citizens to the Housing Finance Authority of Leon County for four-year terms ending September 30, 2021 and authorize the Chairman to execute the Certificates of Appointment: a. Commissioner Dailey reappoints Andrew Gay; b. Commissioner Maddox reappoints Jeffrey Sharkey, and c. Commissioner Proctor reappoints Gail Milon.

5. The United States Special Forces Conducting Military Training Within Leon County

The Board approved Option 1: Authorize the County Administrator to send a letter of support inviting the United States Operations Forces to conduct military training within Leon County.

6. Request to Schedule a Workshop with the City of Tallahassee on the Affordable Housing Workgroup's Final Report for Thursday, October 26, 2017 from 10:00 a.m. to 12:00 p.m.

The Board approved Option 1: Schedule a workshop with the City of Tallahassee for Thursday, October 26, 2017 from 10:00 a.m. to 1:00 p.m. to address the Tallahassee-

Leon County Affordable Housing Workgroups Final Report, to be held in the City Commission Chambers.

7. 2017 State Aid to Libraries Grant Agreement and the Library's FY 2018 Annual Plan

The Board approved Options 1 & 2: 1) Approve the 2017 State Aid to Libraries grant agreement between the Florida Department of State and Leon County and authorize the County Administrator to execute, and 2) Approve the Library's FY 2018 Annual Plan.

8. Request to Rename "FAMU-FSU Way" to "Engineering Way"

The Board approved Option 1: Approve the request to rename "FAMU-FSU Way" to "Engineering Way."

9. Local Agency Program Agreement between Leon County and Florida Department of Transportation for the Design of Safety Improvements on Old Bainbridge Road at Knots Lane

The Board approved Options 1, 2 & 3: 1) Approve the Local Agency Program Agreement with Florida Department of Transportation for the design of safety improvements on Old Bainbridge Road at Knots Lane, and authorize the County Administrator to execute; 2) Approve the Resolution for the Local Agency Program Agreement as referenced in the Locally Funded Agreement for the design of safety improvements on Old Bainbridge Road from Knots Lane and authorize the Chairman to execute, and 3) Approve the Resolution and associated Budget Amendment Request realizing \$54,321 from the Florida Department of Transportation into the County budget.

10. Local Agreement between Leon County and Florida Department of Transportation for the Design of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line

The Board approved Options 1, 2 & 3: 1) Approve the Local Agency Program Agreement with Florida Department of Transportation for the design of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line and authorize the County Administrator to execute; 2) Approve the Resolution for the Local Agency Program Agreement as referenced in the Locally Funded Agreement for the design of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line and authorize the Chairman to execute, and 3) Approve the Resolution and associated Budget Amendment Request realizing \$48,750 from the Florida Department of Transportation into the County budget.

11. Budget Reconciliation for Hurricane Hermine Response and Recovery Reimbursements

The Board approved Option 1: Approve the resolution and associated budget amendment in order to pay final invoices associated with the response to and recovery from Hurricane Hermine storm damage.

12. Emergency Management Performance Grant for Fiscal Year 2017-18

The Board approved Option 1: Accept the Emergency Management Performance Grant in the amount of \$86,979 and authorize the County Administrator to execute the Grant Agreement.

13. Agreement with Leon County Schools for Fiscal Year 2017/2018 for the Leon County Expanded Driver's Education Program

The Board approved Options 1, 2, & 3: 1) Approve the allocation of the FY 2016/2017 Dori Slosberg Driver Education Safety Act funds to Leon County School Board for the 2017/2018 school year's Expanded Driver's Education Program; 2) Approve the Agreement with Leon County School Board for Fiscal Year 2017/2018 Leon County Expanded Driver's Education Program, and authorize the County Administrator to execute, and 3) Accept the Summary Report for School Year 2016/2017 and Dori Slosberg Fund Proposals for School Year 2017/2018.

14. Request to Reschedule the Workshop on Crime Statistics in Leon County and the Workshop on the Apalachee Regional Park Master Plan

The Board approved Options 1 & 2: 1) Reschedule the Workshop on Crime Statistics in Leon County for Tuesday, October 10, 2017 at 12:30 - 3:00 p.m. and 2) Reschedule the Workshop on the Apalachee Regional Park Master Plan for Tuesday, October 24, 2017 at 12:00 - 1:30 p.m.

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

Speakers:

- Mary Frederick, 805 Circle Drive, spoke of the July 24, 2017 suicide of her niece Jennifer Norred while in the Leon County Jail. She commented that little is known about the circumstances surrounding the incident as no information has been shared with the family. She purported that 1) Jennifer had been in the jail for 120 days for a "simple trespassing charge"; 2) jail personnel and law enforcement had knowledge of her mental health issues, and 3) jail personnel knew she was suicidal. She urged the Board to not let Ms. Frederick's death be in vain.
- Elizabeth Frederick, 1590 Lee Avenue, stated that her daughter, Jennifer Norred, had a documented mental illness and that her erratic behavior while incarcerated should have alerted staff to the severity of the situation. She asked the Board to implement changes to avoid similar situations at the Leon County Jail.
- James Jolly, 3605 Houston Road, appeared in support of the Frederick family. He recommended that local law enforcement receive additional training on how to address individuals with mental illness.
- Stephen Hjelm, 1590 Lee Avenue, reflected on the circumstances surrounding his daughter's suicide at the Leon County Jail. He shared that the family has not been provided any answers and that his daughter's personal effects have not been returned to the family. He offered some suggested changes such as 1) if suicide rooms are full, individuals be sent to the hospital or Apalachee Mental Health; 2) require staff members to keep visual eye on the individual; 3) a registry or record of previously arrested mentally ill individuals be maintained; 4) keep separate from other inmates; 5) fully vet care givers, and 6) reestablish and fund mental health court.

Chairman Dailey thanked the family for taking the time to appear before the Board. He stated that the Board takes mental health issues very seriously and will continue to work on improvements. He asked the County Administrator to request from the Sheriff's Office a report on the incident, including the Leon County Sheriff's Office policy on mental health procedures and to expedite the return of personal items to the family.

Commissioner Proctor expressed his sympathy and discussed whether a review of the medical provider at the Leon County Jail is needed.

Commissioner Lindley also offered her condolences to Ms. Norred's family. She mentioned that a newly formed workgroup comprised of representatives from the Public Defender, State Attorney, and the mental health community are working diligently to address some of the issues related to mental health such as medications and pre-trial incarceration.

General Business

15. Status Report on Leon County's Preparation, Response and Recovery Efforts Related to Hurricane Irma

County Attorney Long introduced the item. He emphasized that this was not an after action report; this report would come to the Board within 90 days. He then provided an overview of Leon County's response and recovery efforts related to Hurricane Irma, which included:

- Emergency Operations Center was activated for 160 hours;
- More than 530 County employees activated and actively participated in the preparation, response and recovery efforts;
- Activated and coordinated support from hundreds of volunteers;
- Opened 11 shelters, hosting over 3,000 people at the peak;
- Activated and secured mutual aid to support and assist immediate response and recovery activities;
- Staged public works and EMS crews alongside utility crews;
- Communicated with hundreds of citizens through various platforms to ensure the community was best prepared and informed;
- Coordinated the response of 43 distinct agencies;
- Distributed approximately 100,000 sandbags at four locations;
- Removed 110 downed trees;
- Kept in daily contact with 21 skilled nursing homes and assisted living facilities;
- Fielded 3,000 calls on the Citizen Information Line;
- Hosted 400 visitors at the Main Library Comfort Station;
- Dispatched 11 joint City/County assessment teams, and
- Partnered with FSU to assemble thousands of care packages for donation to neighbors in South Florida after the event.

County Administrator Long referenced the recommendations contained in the Hurricane Hermine After-Action report and conveyed that 77 of the lessons learned from that event were in place for the recent activation. He expressed his pride of County staff and thanked the Board for its support throughout the event; especially noting Chairman Dailey's availability before, during and after the storm noting his clear and timely decisions which made recovery efforts much more effective. He then introduced Kevin Peters, Emergency Management Director to provide additional information to the Board.

Mr. Peters spoke to the observable improvements to the County's storm response that resulted directly from the implementation of the Hurricane Hermine After-Action Report and how realignment of the Division of Emergency Management under the County umbrella enabled him to better prepare, coordinate and communicate with County staff. Mathieu Cavell, Office of Community Relations and Resilience, discussed the County's disaster communications plan and noted that the County's preparedness messages had been seen, heard, and read nearly five million times. Mr. Cavell added that the newly enhanced Citizens Connect App has been downloaded over 15,000 times and received an award for Transformed Access to Service from Granicus (GovDelivery), during the storm.

Speaker:

• Bart Bibler, 3673 Mossy Creek Lane, commented on the increasing number and severity of storms and urged the Board to adopt a Community Clean Energy Plan.

Commissioner Dozier expressed her appreciation to staff for their efforts and shared several positive comments she received from citizens. She also commented on how recommendations from the After-Action report positively impacted the County's response.

Commissioner Proctor commented on the great job done by staff and mentioned that at the recent community listening session held at Walker Ford Community Center citizens did not communicate any negative comments; which he opined was a positive reflection on how the storm response was handled. He expressed concerns that emergency shelters were not opened in a geographically diverse way and that cots were not distributed to the shelter at Rickards High School. He hoped that in the future resources could be distributed more equitably to the Southside sites. He also asked that enhancements to the fairground facilities be accelerated, so that in the event of future events, there will be adequate facilities for FEMA staging.

Commissioner Jackson thanked Leon County Schools for opening up their facilities to the public as emergency shelters.

Chairman Dailey commended staff and thanked the Board for keeping their constituents informed.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2: 1) Accept the status report on Leon County's preparation, response, and recovery efforts related to Hurricane Irma, and 2) Ratify the Chairman's termination of the Local State of Emergency related to Hurricane Irma. <u>The motion carried 6-0</u> (Commissioner Maddox Out of Chambers).

16. Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 16 to implement a Regulatory Framework for Communications Facilities and Utility Poles, including the Deployment of Wireless Facilities, in the County's Rights-of-Way for October 10, 2017 at 6:00 p.m.

County Administrator Long introduced the item. He recalled that the Board had directed staff to work with industry participants to prepare amendments to the Code of Laws that provide for sufficient regulations and standards for the placement, construction and installation of wireless communication facilities in the County's rights-of-way. He noted that Jessica Icerman, Assistant County Attorney and Ken Morris, Assistant County Administrator, were the lead staff for this item and were available to answer any questions.

Speakers:

- Paul Watts, 3411 Capital Medical Blvd, CEO of Electronet Broadband Communications, appeared to thank the County and Board for its support of the Big Bend Heart Walk and for listening to the concerns of small businesses in the drafting of the proposed ordinance. He specifically noted his interaction with Ms. Icerman and Mr. Morris who were responsive to his concerns, as a small business owner, over some of the language in the proposed ordinance.
- Bill Ferry, Senior Director of Government Affairs, Comcast, 3839 Painted Bunting Way, Jacksonville, Florida. He stated that there are some very specific concerns as the proposed ordinance could negatively affect cable operators, as they are a different provider from those the ordinance is attempting to regulate. Mr. Ferry shared that outside counsel has been hired and would like to meet with staff in an attempt to resolve some of the concerns they have.

Commissioner Proctor suggested that the greatest threat to Tallahassee during a storm event is its large number of trees and opined that the proposed ordinances requirement that permit applications in the Canopy Road Protection Zone be reviewed by the Development Review Committee was excessive and burdensome. He asked for clarification regarding the authority of the Canopy Road Committee. County Attorney Thiele explained the County's environmental ordinance provides for many protections in the Canopy Road Protection Zone, which must be applied to the proposed ordinance except where the State has preempted the County.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of Option 1: Schedule the first and only Public Hearing to consider an Ordinance Amending Chapter 16 to implement a Regulatory Framework for Communications Facilities and Utility Poles, including the deployment of Wireless Facilities, in the County's Rights-of-Way for October 10, 2017 at 6:00 p.m.

Commissioner Dozier stated that she supported the proposed ordinance and appreciated staff's thoughtful response in dealing with this issue. In response to comments by Commissioner Proctor, she submitted that Leon County does not want to look like the rest of the state and that trees contribute to the community's unique character.

Commissioner Lindley reflected on the recent reorganization of the Canopy Road Citizens Committee and the development of a management plan for the canopy roads, which will help ensure that canopy roads are safer in the event of a storm. She expressed her appreciation to the volunteers on the Committee.

The motion carried 6-0 (Commissioner Maddox absent).

Chairman Dailey announced the Commissioner Maddox had departed the Chambers and would not return.

17. Renewal of Agreement with Waste Management, Inc. for Solid Waste Hauling and Disposal Services

County Administrator Long introduced the item. He shared that extension of the contract for an additional five-year term is favorable to the County as a result of the extremely competitive rate, the constraint for future cost increases, no required minimum tonnages, and facilitates the ability to divert waste for environmental/recycling purpose. He advised that the item has been budgeted and adequate funding is available.

Commissioner Lindley moved, duly seconded by Commissioner Jackson, approval of Option 1: Authorize the County Administrator to notify Waste Management, Inc. of the County's intent to renew the existing solid waste hauling and disposal services contract for a period of five years.

Commissioner Proctor reflected on Waste Management's application to the State to dispose of leachate water in Jackson County and suggested an addendum to the contract expressing opposition to the practice, as it could negatively impact the Florida aquifer. He stated that he wanted the Board to be on record in opposition to Waste Pro's application and this disposal process. He asked if staff was familiar with this issue.

County Administrator Long stated that staff is aware of the permit and a status report on this matter could be provided to the Board, if directed. He also added that, to Commissioner Proctor's specific suggestion and upon Board direction, staff could bring back an addendum, specific to that one noted area.

Commissioner Dozier stated that she understands the contract cannot be amended as it is an extension. She would however, like to see an agenda item or status report on this issue, to include what is happening in this area, its impact and any legislation or advocacy that could be initiated to limit this practice. Commissioner Dozier stated that this was an important issue that the Board should be engaged. She indicated that she would not offer a friendly amendment, but would rather offer a separate motion once the motion on the table was dispensed.

Commissioner Proctor reiterated his desire for the County to convey to Waste Pro its opposition to their proposed disposal practices.

The motion carried 6-0. (Commissioner Maddox absent)

Commissioner Dozier moved, duly seconded by Commissioner Proctor, to direct staff to bring back a status report on deep well injection in Florida including any legislation and an update on Waste Management's deep well injection permit for the Springhill Landfill. <u>The motion carried 6-0 (Commissioner Maddox absent).</u>

18. Contracts with Knowles & Randolph, P.A., for Legal Services

County Attorney Thiele introduced the item. He provided a brief overview of the issue and asked the Board to provide direction on the continuation of contracts with Knowles & Randolph for legal services.

Speakers:

- Erwin Jackson, 1321 Jackson Bluff Road, encouraged the Board to terminate the contract with Knowles and Randolph.
- Clayton Knowles, 2123 Sunlight Terrace, asked the Board to continue its current contract. He asserted that the firm has the ability to fulfill the terms of the contract as there are other attorney's in the firm capable of carrying out the contract.

Commissioner Desloge commented that longstanding contracts are somewhat disconcerting to him and suggested that a review of legal services contracts be conducted.

Commissioner Lindley joined with Commissioner Desloge in a call for a review of long term contracts. She also stated that her first priority as a County Commissioner is to ensure the integrity of the County and suggested that the indictments would be a large distraction for the firm.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 2: Notify Knowles & Randolph, P.A. that the County is discontinuing the above-referenced contracts pursuant to the terms of each contract, and then pursue an RFP for a replacement firm to represent the three boards.

Commissioner Proctor stated that he could not support the motion on the table. He discussed with County Attorney Thiele the length of the contract and asked the performance of the firm during that time. County Attorney Thiele recollected that the initial contract began in the last 1980's and that the firm has performed in the manner in which they were expected to perform. Commissioner Proctor then spoke to the character and accomplishments of Harold Knowles. He also noted that the Florida Bar has not stepped in, suspended or limited his law practice. He asked that the Board afford Mr. Knowles due process and continue with the contracts, pending the outcome of the indictment.

Commissioner Proctor offered a substitute motion for Option 1<u>, as amended</u>: Notify Knowles & Randolph, P.A., that the County is continuing with the above-referenced contracts, pending the outcome of the Indictment, and should Mr. Knowles be convicted, the contracts will be discontinued or re-evaluated<u>, and ask Mr. Knowles to not be the</u> <u>engaging partner with issues with the County until this matter is cleared</u>. <u>The motion</u> <u>died for lack of a second</u>.

Commissioner Dozier stated that while she appreciates the current challenges affecting the firm reiterated the Board's responsibility to support transparency and increased scrutiny by the public sector. She voiced her support for the motion on the table.

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

Commissioner Desloge asked that staff provide a broad review of the County's longstanding contracts and provide a status report for the Board.

Commissioner Proctor asked for clarification of the review. Chairman Dailey explained that the review should include a summary of every legal contract for outside counsel and the nature and length of the contract.

County Attorney Thiele indicated that staff would provide the requested matrix.

19. Full Board Appointments to the Animal Shelter Advisory Board and the Council on Culture and Arts

County Administrator Long introduced the item.

The following appointments were made by the Board.

Animal Shelter Advisory Board

Commissioner Lindley moved, duly seconded by Commissioner Desloge, the reappointment of Frank Alarcon; Ashley Istler, and Linda Miles. <u>The motion carried 6-0</u> (Commissioner Maddox absent).

Council on Culture & Arts (COCA)

Commissioner Proctor moved, duly seconded by Commissioner Dozier, reappointment of Beth LaCivita and Kati Schardl. <u>The motion carried 6-0 (Commissioner Maddox absent).</u>

Chairman Dailey announced that the Board had concluded its Consent and General Business Agendas and would now enter into Commission Discussion.

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

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

SCHEDULED PUBLIC HEARINGS

Chairman Dailey opened the public hearing.

Chairman Dailey announced that, in recognition of Rosh Hashanah, the County's first hearing on the 2017/18 budget would be conducted on September 26, 2017 at 6:00 p.m. and the second and final budget hearing would be on October 3, 2017 at 6:00 p.m.

County Attorney Thiele advised that according to rules of the Department of Revenue the Board should make a motion to recess this public hearing until September 26, 2017.

Commissioner Jackson moved, duly seconded by Commissioner Dozier, to recess the first public hearing on the budget until September 26, 2017 at 6:0 p.m. <u>The motion carried 4-0</u> (Commissioners Desloge, Maddox and Lindley absent).

20. First Public Hearing for Adoption of the FY 17/18 Tentative Millage Rates and Tentative Budgets

Comments/Discussion Items

County Attorney Thiele:

• None.

County Administrator Long:

• None.

Commissioner Discussion Items

Commissioner Desloge:

- Commended County staff on its response to Hurricane Irma and appreciated the informational updates.
- Conveyed that his term as NACo President has ended and reiterated his thanks to the Board for its patience and support during the past year and thanked staff for their assistance.

Commissioner Proctor:

- Asked that the Chairman submit a formal request to the Sheriff to conduct a review of Jennifer Norred's death.
 - Chairman Dailey responded that the Board jurisdictionally does not have authority over the Sheriff's Office and recommended working cooperatively with the Sheriff to address the issue.
 - Commissioner Proctor noted that the County funds the jail over \$30 million annually and deserves answers in the interest of the family.
 - Chairman Dailey stated that he agreed and that is why he made the request to the County Attorney and County Administrator to reach out to the Sheriff's Office for a full report on the incident, obtain a copy of their policy and procedures for mental health and mental health screenings at the jail and to return the personal effects of Ms. Norred to the family as soon as possible.
- Requested the County Attorney speak to a recent newspaper article which reported that the County waived MWBE requirements when procuring FEMA emergency management consulting services (Wheeler contract).
 - County Attorney Thiele explained that the procurement agency for the contract was the City of Tallahassee; however, the County deemed it in its best interest to join in. He stated that the specific language in the contract was in accord with FEMA rules and the federal government will not honor reimbursements if aspirational targets or set asides are included in the contract. He added that the County played no role in the review or selection process, but has been utilizing the Wheeler contract for FEMA services.
 - Commissioner Proctor asked for clarification regarding the scope of the contract and why a consultant was needed to file reimbursement requests.
 - County Attorney Thiele explained that FEMA reimbursement requirements are very complex and require substantial documentation in order to receive reimbursement.
 - Commissioner Proctor established with County Attorney that he was satisfied that the Wheeler contract was procured in an appropriate manner.

Commissioner Dozier:

- Voiced agreement with the Chairman's direction for additional information in the death of Ms. Norred.
- Stated that while she had not heard any concerns about the Wheeler contract, was concerned with the RFP process going forward. Asked that in the future, even with joint contracts, that consideration be given on how to address this type of issues to ensure there is no question or concerns about the selection process.
- Commissioner Dozier moved, duly seconded by Commissioner Proctor, to present a Proclamation at the Board's September 26, 2017 meeting recognizing October as Breast Cancer Awareness Month. <u>The motion carried 6-0 (Commissioner Maddox absent).</u>
- Commissioner Dozier moved, duly seconded by Commissioner Dailey, a Proclamation recognizing October 1-7, 2017 as Body-Focused Repetitive Behavior Awareness Week, to be presented at the September 26, 2017 meeting. <u>The motion carried 6-0 (Commissioner Maddox absent).</u>
- Commissioner Dozier moved, duly seconded by Commissioner Proctor, a Proclamation recognizing the 2017 National History Fair winners, Creed King and Kate Powell, to be presented at the September 26, 2017 meeting. <u>The motion carried 6-0 (Commissioner Maddox absent).</u>

Commissioner Jackson:

- Thanked staff for their response during Hurricane Irma.
- Reiterated the importance of returning the personal effects of Ms. Norred to her family.

Commissioner Lindley:

• Commissioner Lindley moved, duly seconded by Commissioner Dozier, to direct staff to bring back an agenda item updating the Leon County 2008 Climate Action Plan. <u>The motion carried 6-0 (Commissioner Maddox absent).</u>

Commissioner Maddox:

• Absent.

Chairman Dailey:

- On behalf of Chairman Daily, the following motions were offered:
 - Commissioner Dozier moved, duly seconded by Commissioner Jackson, a Proclamation recognizing October 15, 2017 as National Pregnancy and Infant Loss Remembrance Day, to be presented at the October 10, 2017 meeting. <u>The motion</u> <u>carried 6-0 (Commissioner Maddox absent).</u>
 - Commissioner Lindley moved, duly seconded by Commissioner Dozier, a Proclamation recognizing the 20th anniversary of the FAMU Southern Scholarship Foundation House. To be presented at the event on September 25, 2017. <u>The motion carried 6-0.</u>

Chairman Dailey announced that the Board would recess for its dinner break and reconvene at 6:00 p.m.

Receipt and File:

- Canopy Community Development District Proposed Budget Fiscal Year's 2017 & 2018
- Canopy Community Development District map and legal description.

<u>Adjourn:</u>

There being no further business to come before the Board, the meeting was adjourned at 6:01 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY:

John E. Dailey, Chairman Board of County Commissioners

BY:

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

Leon County Board of County Commissioners

Notes for Agenda Item #3

Leon County Board of County Commissioners

Agenda Item #3

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers

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

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted October 24, 2017 and pre-approval of payment of bills and vouchers for the period of October 25 through November 13, 2017.

Fiscal Impact:

This item has a fiscal impact. All funds authorized for the issuance of these checks have been budgeted.

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for October 24, 2017, and pre-approve the payment of bills and vouchers for the period of October 25 through November 13, 2017.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the October 24, 2017 meeting, the morning of Monday, October 23, 2017. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Analysis:

Due to the Board not holding a regular meeting until November 14, 2017, it is advisable for the Board to pre-approve payment of the County's bills for October 25 through November 13, 2017, so that vendors and service providers will not experience hardship because of delays in payment. OMB will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

- 1. Approve the payment of bills and vouchers submitted for October 24, 2017 and pre-approve the payment of bills and vouchers for the period of October 25 through November 13, 2017.
- 2. Do not approve the payment of bills and vouchers submitted for October 24, 2017 and preapprove the payment of bills and vouchers for the period of October 25 through November 13, 2017.
- 3. Board direction.

Recommendation:

Option #1.

Leon County Board of County Commissioners

Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Eg

Herbert W.A. Thiele, County Attorney

Title:Resolution of Intent to Lease Space at Leon County Government Annex to
Blueprint Intergovernmental Agency and, Amended and Restated Lease
Agreement between Leon County and Blueprint

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship	
Lead Staff/ Daniel J. Rigo, Assistant County Attorney Project Team: Daniel J. Rigo, Assistant County Attorney		

Statement of Issue:

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

Fiscal Impact:

This item has a fiscal impact. In addition to the base rent, the Restated Lease allows the County to recoup tenant improvements advanced by the County at a rate of \$56,316 annually for the remaining 10-year term of the Restated Lease, and \$11,422 annually for parking.

Staff Recommendation:

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

Title: Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency and, Amended and Restated Lease Agreement between Leon County and Blueprint October 24, 2017 Page 2

Report and Discussion

Background:

This item requests the Board's adoption of a Resolution of Intent (Attachment #1) to lease space to the Leon County-City of Tallahassee Blueprint Intergovernmental Agency ("Blueprint") for office space located on the 4th floor, Suite 450, of the Tower Building, Leon County Government Annex, 315 South Calhoun Street. In addition, this item seeks the Board's authorization for the County Administrator to execute the Amended and Restated Lease Agreement ("Restated Lease" - Attachment #2) between the County and Blueprint.

On July 15, 2015, and in accordance with Section 125.38, Florida Statutes, the Board adopted a Resolution of Intent (Resolution No. R15-38) to lease to Blueprint certain office space located on the 4th floor of the Leon County Government Annex. At that time the Board also authorized the preparation of a Lease Agreement, to be executed by the County Administrator, in a form consistent with the terms and conditions contained in the Resolution of Intent. The original Lease Agreement between the County and Blueprint was executed by the parties and became effective on August 31, 2015 (the "Original Lease"), and remains in effect at the present time.

Under the terms of the Original Lease, Blueprint pays to the County base rent for office space in the Tower Building at the Leon County Government Annex. In addition, Blueprint pays additional rent for the cost of tenant improvements advanced by the County. Under the terms of the Original Lease, the County agreed to provide an initial cash outlay of \$489,000 for tenant improvements, to be reimbursed to the County in the payment of additional rent, but the actual cost for the tenant improvements totaled \$576,786.61.

The County and Blueprint wish to amend the terms of the Original Lease to provide for Blueprint's continued occupancy and use of office space at the Leon County Government Annex. The Restated Lease will include provisions for base rent, additional rent to reimburse the County for the actual cost of the tenant improvements, and additional rent for parking. To comply with Section 125.38, Florida Statutes, the County is required to adopt a resolution of intent in order to effectuate the Restated Lease.

Analysis:

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

The proposed Restated Lease will amend and replace the Original Lease in its entirety. In addition to the base rent, the Restated Lease allows the County to recoup tenant improvements advanced by the County at a rate of \$56,316 annually for the remaining 10-year term of the Restated Lease, and \$11,422 annually for parking.

Title: Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency and, Amended and Restated Lease Agreement between Leon County and Blueprint October 24, 2017

Page 3

Upon authorization by the Board, the County Administrator may then execute the Restated Lease. The effective date of the Restated Lease will be the date upon which the last of the parties executes the Restated Lease. The term of the Restated Lease are ten years, beginning January 1, 2016, and ending December 31, 2025.

Options:

- 1. Adopt Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency (Attachment #1).
- 2. Authorize County Administrator to execute Amended and Restated Lease Agreement between County and Blueprint Intergovernmental Agency.
- 3. Do not adopt Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency.
- 4. Do not authorize County Administrator to execute Amended and Restated Lease Agreement between County and Blueprint Intergovernmental Agency.
- 5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

- 1. Resolution of Intent to Lease Space at the Leon County Government Annex to the Leon County City of Tallahassee Blueprint Intergovernmental Agency.
- 2. Amended and Restated Lease Agreement between Leon County and the Blueprint Intergovernmental Agency.

RESOLUTION NO.: R17-____

RESOLUTION OF INTENT TO LEASE SPACE AT LEON COUNTY GOVERNMENT ANNEX, PURSUANT TO <u>FLA</u>. <u>STAT</u>. § 125.38, TO LEON COUNTY - CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY FOR USE AS ITS OFFICE OPERATIONS

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

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

WHEREAS, Blueprint and the County entered into that certain Lease Agreement with an effective date of August 31, 2015 (the "Original Lease"), providing for Blueprint's lease of Suite 450 of the Tower Building located at the Leon County Government Annex for purposes of office operations; and

WHEREAS, Blueprint and the County wish to provide for Blueprint's continued occupancy and use of office space at the Leon County Government Annex by entering into an Amended and Restated Lease Agreement (the "Restated Lease"); and

WHEREAS, pursuant to Section 125.38, Florida Statutes (2016), the Board has determined that such office space is required for use by Blueprint and is not needed for County purposes;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 24th day of October, 2017, as follows:

1. Pursuant to Section 125.38, Florida Statutes (2016), the Board is satisfied that the office space comprising approximately 6,659 square feet and identified as Suite 450 of the Leon County Government Annex, 315 South Calhoun Street, Tallahassee, Florida, is required for use by Blueprint for its office operations and is not needed for County purposes.

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

(a) The term of the Restated Lease shall be for ten (10) years, commencing on January 1, 2016, and ending on December 31, 2025, with an option to continue the Restated Lease for two (2) additional periods of five (5) years each.

(b) Suite 450 shall be leased to Blueprint at a base rent of \$9,478.00 per month during the first year of the Restated Lease.

(c) The base rent shall be increased by two percent (2%) annually beginning in year two of the term of the Restated Lease.

(d) Additional rent in the amount of \$4,961.73 per month shall be paid by Blueprint, commencing on October 1, 2017 and continuing through the remaining months of the 10-year term of the Restated Lease, for the cost of tenant improvements advanced by Leon County under the terms of the Original Lease.

(e) Additional rent in the amount of \$951.85 per month shall be paid by Blueprint for the use of seventeen (17) reserved parking spaces at the Leon County Government Annex, five (5) unreserved parking spaces at the public parking garage located at the corner of Calhoun Street and College Avenue, and two (2) unreserved parking spaces at the County's parking lot located at the northeast corner of Gadsden Street and Pensacola Street. To the extent there are any changes in the number and configuration of parking spaces used by Blueprint throughout the term of the Restated Lease, the amount of additional rent to be paid for such parking spaces shall be adjusted accordingly to reflect the then-going rate as determined by the County Administrator, or designee.

(f) The Restated Lease shall replace the Original Lease in its entirety as of the effective date of the Restated Lease.

Passed and adopted on this 24th day of October, 2017.

LEON COUNTY, FLORIDA

BY:

John E. Dailey, Chairman Board of County Commissioners

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

BY:_____

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

By:___

Herbert W. A. Thiele, Esq. County Attorney

LEON COUNTY GOVERNMENT ANNEX AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (the or this "Restated Lease") is made as of the "Restated Lease Date" (as defined in Section 1.1 below), by and between **LEON COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida, whose mailing address is 301 S. Monroe Street, Tallahassee, FL 32301 ("Landlord"), and **LEON COUNTY** – **CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY** f/k/a Leon County – City of Tallahassee Blueprint 2000 Intergovernmental Agency, whose mailing address is 315 S. Calhoun Street, Suite 450, Tallahassee, FL 32301 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement with an effective date of August 31, 2015 (the "Original Lease"), concerning Tenant's lease of the Premises (as defined in the Original Lease) located in the Plaza (as defined in the Original Lease); and

WHEREAS, Landlord and Tenant wish to provide for Tenant's continued occupancy at the Premises pursuant to the terms of this Amended and Restated Lease Agreement which will amend and replace the Original Lease with modified terms to include, but not be limited to, establishing a commencement date of the Term and increasing the amount of Additional Rent to reflect: (i) the increased costs of Tenant Improvements completed under the Original Lease, and (ii) the increased number of parking spaces associated with the Premises; and

WHEREAS, Landlord and Tenant wish to provide for the terms and conditions of the Original Lease to cease and have no further force or effect as of the Restated Lease Date of this Restated Lease, at which time the terms and conditions of this Restated Lease shall commence and this Restated Lease shall thereafter replace the Original Lease in its entirety;

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

Article 1. Restated Lease Date; Premises; Term

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

1.2. INTENT WITH REGARD TO ORIGINAL LEASE. Landlord and Tenant acknowledge and agree that upon the Restated Lease Date, as defined in Section 1.1 above, this Restated Lease shall restate and replace the Original Lease in its entirety Landlord and Tenant acknowledge and agree that as of the Restated Lease Date, there is no outstanding or pending act, omission, incident or occurrence which, with or without the issuance of notice or the passage of time, constitutes or would constitute a default on the part of either Party.

1.3. PREMISES.

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

1.3.1.1. "Tower Building" means the eight-story building located at 315 South Calhoun Street, Tallahassee, Leon County, Florida 32301 which contains approximately 120,796 square feet of total Net Rentable Area. The Tower Building is situated on the real property described in Exhibit "A" attached hereto.

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

1.3.1.3. "Plaza" means the Leon County Government Annex, formerly known as the Bank of America Plaza, which collectively comprises the Tower Building, the Adjacent Building, the Common Areas as defined in Section 1.3.1.5 below, and any other area lying within the real property described in Exhibit "A" attached hereto.

1.3.1.4. "Premises" means collectively all those portions of the Plaza occupied exclusively by Tenant as depicted on Exhibit "B" attached hereto and comprised of the following areas: Suite 450

1.3.1.5. "Common Areas" means the areas in the Plaza designated by Landlord, from time to time, for use in common by all tenants of the Tower Building or the Plaza including, but not limited to, the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas.

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

1.3.1.7. "Possession Date" means the date that Tenant takes possession of the Premises, as further defined in Section 1.9 below, or likewise takes possession of any New Premises, as that term is defined in Section 4.6 below.

1.3.1.8. "Commencement Date" means the date that the Term of the Restated Lease commences as further defined in Section 1.8.

1.3.2. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Landlord and Tenant acknowledge and agree that for all purposes with respect to this Restated Lease (and notwithstanding any provisions of this Restated Lease to the contrary), shall be deemed to be comprised of Six Thousand Six Hundred Fifty-Nine (6,659) square feet of Net Rentable Area. Except in the event of an emergency, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

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

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

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

1.6.1. Landlord shall lease to Tenant seventeen (17) reserved parking spaces in the Tower Building parking garage in the locations shown on Exhibit "B-1" attached hereto (the "Tower Parking Spaces"). The Tower Parking Spaces shall be provided to Tenant for an additional charge of Thirty and 00/100 Dollars (\$30.00) per month for each Tower Parking Space, payable monthly as Additional Rent as that term is defined in Section 2.4 below. Landlord shall have the right to grant other tenants of the Tower Building the right to use parking spaces associated with the Tower Building other than the Tower Parking Spaces.

1.6.2. Landlord shall provide to Tenant the use of five (5) unreserved parking spaces in the public parking garage, located at the southeast corner of Calhoun Street and College Avenue and operated by Republic Parking System (the "Republic Parking Spaces"), together with the same number of electronic access cards for access thereto. The Republic Parking Spaces shall be provided to Tenant for an additional charge of Eighty-Eight and 37/100 Dollars (\$88.37) per month for each Republic Parking Space, payable monthly as Additional Rent.

1.6.3. Landlord shall provide to Tenant the use of two (2) unreserved parking spaces in the parking lot located at the northeast corner of Gadsden Street and Pensacola Street and owned and operated by Landlord (the "Gadsden Parking Spaces"), together with the same number of electronic access cards for access thereto. The Gadsden Parking Spaces shall be provided to Tenant for no additional charge.

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

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

1.8. LEASE TERM. The term of this Restated Lease (the "Term") shall be for ten (10) years, commencing on January 1, 2016 (the "Commencement Date") and ending on December 31, 2025. Landlord and Tenant acknowledge and agree that the Commencement Date is the date upon which Tenant began paying Rent pursuant to the terms of the Original Lease.

1.9. DATE OF POSSESSION. Landlord and Tenant acknowledge and agree that, as of the Restated Lease Date, Tenant is, and has been, in possession of the Premises pursuant to the terms of the Original Lease. For purposes of this Restated Lease, the "Possession Date" shall be deemed to be the Commencement Date as defined in Section 1.8 above. Tenant's possession of the Premises prior to the Commencement Date shall be governed by the terms and conditions of the Original Lease.

1.10. ACCEPTANCE OF PREMISES. Paragraph Intentionally Omitted.

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

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

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

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

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

Article 2. Base Rent and Additional Rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rental Period	Months to Rent	Annualized Base Rental Rate	Monthly Base Rent Amount	Rental Period Base Rent Amount
1st	12	\$17.08 per sq. ft.	\$9,478.00	\$113,736.00
2nd	12	\$17.42 per sq. ft.	\$9,667.56	\$116,010.72
3rd	12	\$17.77 per sq. ft.	\$9,860.91	\$118,330.92
4th	12	\$18.13 per sq. ft.	\$10,058.13	\$120,697.54
5th	12	\$18.49 per sq. ft.	\$10,259.29	\$123,111.49
6th	12	\$18.86 per sq. ft.	\$10,464.48	\$125,573.72
7th	12	\$19.23 per sq. ft.	\$10,673.77	\$128,085.19
8th	12	\$19.62 per sq. ft.	\$10,887.24	\$130,646.90
9th	12	\$20.01 per sq. ft.	\$11,104.99	\$133,259.84
10th	12	\$20.41 per sq. ft.	\$11,327.09	\$135,925.03
	<u>+</u>	•	<u>.</u>	•

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

2.4. ADDITIONAL RENT. All charges, other than Monthly Base Rent and Sales and Use Tax, payable by Tenant under the terms of this Restated Lease shall hereinafter be referred to as "Additional Rent". Unless this Restated Lease provides otherwise, all Additional Rent shall be paid

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together with the Monthly Base Rent and Sales and Use Tax. Landlord and Tenant acknowledge and agree that Additional Rent shall include, but not be limited to, the following amounts:

2.4.1. <u>Reimbursement of TI Costs</u>. Ninety-nine (99) monthly payments of Four Thousand Nine Hundred Sixty-One and 73/100 Dollars (\$4,961.73) commencing on October 1, 2017 and continuing through the remaining months of the initial 10-year Term of this Restated Lease, in accordance with Section 5.2.1 below;

2.4.2. <u>Tower Parking Spaces</u>. Monthly payments of Five Hundred Ten and 00/100 Dollars (\$510.00) for seventeen (17) reserved parking spaces in the Tower Building parking garage, as set forth in Section 1.6.1 above; and

2.4.3. <u>Republic Parking Spaces</u>. Monthly payments of Four Hundred Forty-One and 85/100 Dollars (\$441.85) for five (5) reserved parking spaces in the Republic Parking Systems parking garage as set forth in Section 1.6.2 above.

2.5. PAYMENT OF RENT. The terms Monthly Base Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as "Rent". Each monthly installment of Rent shall be made payable to Landlord and be delivered no later than the first (1st) day of each month of the Term, without demand, set off or deduction, on Landlord's behalf to Leon County Board of County Commissioners, P.O. Box 864441, Orlando, FL 32886-4441, or such other address as Landlord directs in writing, subject to Tenant's right to pay by ACH as set forth in Section 13.26 below. Provided however, if the Commencement Date should be a date other than the first day of a calendar month, then the first installment of Monthly Base Rent shall be prorated by multiplying the regular monthly installment of Base Rent by a fraction, the numerator of which is the number of days from the Commencement Date through the final day of the first calendar month of the Term and the denominator of which is the total number of days in the calendar month in which the Commencement Date occurs.

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

Article 3. Operating Expenses; Payment Responsibility.

3.1. OPERATING EXPENSES. Any expenses incurred whether by Landlord or by others on behalf of Landlord, arising out of Landlord's maintenance, operation, repair, replacement (if such replacement is generally regarded in the industry as increasing operating efficiency or is required under any Applicable Law that was not in effect or not applicable to the Plaza on the Commencement Date) and administration of the Plaza, Tower Building, Premises

and Common Areas, shall be considered "Operating Expenses" including, without limitation, the following:

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

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

3.1.3. security, if any is provided by Landlord;

3.1.4. landscaping and pest control;

3.1.5. a reasonable management fee;

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

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

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

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

3.3. <u>NOT OPERATING EXPENSES</u>. Intentionally deleted.

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

3.5. TENANT SPECIFIC OPERATING EXPENSES. Intentionally deleted.

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

records and other such documentation that substantiates such taxes and to contest such Property Taxes with the taxing authority.

Article 4. Use of Property

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

4.2. COMPLIANCE WITH LAWS.

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

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

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

4.4. LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations,

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

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

4.6. TENANT RELOCATION. Landlord shall, upon the prior written consent of the Tenant, which shall not be unreasonably withheld, have the option to relocate Tenant to alternative space in the Plaza ("New Premises"); provided, however, that the New Premises shall be of a size not less than that of the Premises. Landlord shall give Tenant not less than ninety (90) days prior written notice of such relocation, which notice shall include the date on which Tenant shall be relocated. Landlord shall pay all of Tenant's reasonable out-of-pocket costs and expenses of relocating including the costs of any preparation of such comparable space for occupancy which may be necessitated by the relocation. In the event of such relocation, the New Premises shall for all purposes be deemed the Premises hereunder and this Restated Lease shall continue in full force and effect without any change in the other terms or conditions hereof.

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

4.8. NO CONTINUOUS OCCUPANCY. Notwithstanding anything contained in this Restated Lease to the contrary, so long as Tenant pays the Base Rent and any Additional Rent in accordance with this Restated Lease, Tenant shall not be required to continuously occupy the Premises and conduct Tenant's business within the Premises, and the failure of Tenant to occupy and conduct its business in the Premises shall not be considered an event of default under this

Restated Lease; provided, however, that the Premises is at all times cleaned and maintained to a standard expected in Class "A" office space.

Article 5. Leasehold Improvements.

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

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

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

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

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

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

5.2.1. TENANT IMPROVEMENTS. Landlord and Tenant acknowledge and agree that, as of the Restated Lease Date, certain Tenant Improvements have been completed pursuant to the terms of the Original Lease, and that the costs of said Tenant Improvements have been paid in full by Landlord in the amount of Five Hundred Seventy-Six Thousand Seven Hundred Eighty-Six and 61/100 Dollars (\$576,786.61) (collectively the "TI Costs"). Landlord and Tenant further acknowledge and agree that, pursuant to terms of the Original Lease, the TI Costs were to be reimbursed by Tenant as Additional Rent to be equally apportioned through the initial Term of the Original Lease. As of the Restated Lease Date, Landlord and Tenant acknowledge and agree that Tenant has paid \$85,575.00 in such Additional Rent reimbursements. The remaining balance of TI Costs, in the amount of \$491,211.61, shall be reimbursed by Tenant as Additional Rent, in accordance with Section 2.4 above, in 99 monthly payments of Four Thousand Nine Hundred Sixty-One and 73/100 Dollars (\$4,961.73) commencing on October 1, 2017 and continuing through the remaining months of the initial 10-year Term of this Restated Lease.

5.2.2. TENANT ALTERATIONS. Tenant shall be solely responsible for the payment of any and all costs and expenses incurred in connection with any Tenant Alterations to the Premises, including those costs and expenses associated with the preparation of architectural and engineering plans.

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

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

5.3.1.1. Location and type of all partitions.

5.3.1.2. Location and types of all doors indicating hardware and providing a keying schedule.

5.3.1.3. Location and type of glass partitions, windows, doors and framing.

5.3.1.4. Location of telephone equipment room accompanied by a signed approval of the telephone company.

5.3.1.5. Critical dimensions necessary for construction.

5.3.1.6. Location, circuit number and specifications of all electrical devices, outlets, switches, telephone outlets, etc.

5.3.1.7. Location and type of all lighting and access control systems.

5.3.1.8. Location and type of equipment that will require special electrical requirements. Provide manufacturers' specifications for use and operation.

5.3.1.9. A load analysis of all electrical devices.

5.3.1.10. Location, weight per square foot and description of any exceptionally heavy equipment or filing system exceeding 50 psf live load.

5.3.1.11. Location, type and specifications of the HV/AC distribution systems and controls.

5.3.1.12. Requirements for special air conditioning or ventilation.

5.3.1.13. Type and color of floor covering.

5.3.1.14. Location, type and color of wall covering.

5.3.1.15. Location, type and color of paint and/or finishes.

5.3.1.16. Location and type of plumbing, including special sprinklering requirements.

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5.3.1.17. Location and type of kitchen equipment.

5.3.1.18. Details showing the following:

5.3.1.18.1. All millwork with verified dimensions and dimensions of all equipment to be built-in.

5.3.1.18.2. Corridor entrances.

5.3.1.18.3. Bracing or support of special walls, glass partitions, etc., if desired. If not included with the Tenant Space Plan, the Building architect will design, at Tenant's expense, all support or bracing required.

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

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

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

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

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

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

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

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

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

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

5.4. SELECTION OF CONTRACTOR.

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

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

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

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

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

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

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

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

5.5. TENANT'S CONTRACTOR; INDEMNITY BY TENANT. Tenant shall, in accordance with the provisions of Section 7.1 below, indemnify and hold harmless Landlord, its agents, contractors, and any mortgagee of Landlord from and against any and all losses, damages, costs, including costs of suit and attorneys' fees, liabilities or causes of action for injury to, or death of, any person, for damage to any property and for mechanic's, materialmen's or other liens or claims arising out of or in connection with the work done by Tenant's contractor, subcontractors, and sub-subcontractors under its contract with Tenant.

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

5.7. DEFAULT. The failure by Tenant to comply with the any of the provisions of this Article 5 shall constitute a default by Tenant under terms of Section 10.2 below and Landlord shall have the benefit of all remedies provided for in this Restated Lease.

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

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

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

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

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

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

5.11. PROPERTY OF LANDLORD AT TERMINATION.

5.11.1. <u>Landlord's Property</u>. Any additions, alterations, improvements, or other such changes to the Premises resulting from Leasehold Improvements performed by either Landlord or Tenant ("Changes to Premises") shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Restated Lease without credit to Tenant. Landlord shall reserve the right to waive its entitlement to such ownership of any Changes to Premises and alternatively require Tenant to remove any Changes to Premises and to repair and/or restore the Premises to the condition and use which existed on the Commencement Date, with all costs of such removal, repair, and/or restoration to be borne by Tenant.

5.11.2. Not Landlord's Property. Landlord and Tenant acknowledge and agree that list of items below in Section 5.11.2.1 comprises a sample of equipment and trade fixtures that have been affixed to, or otherwise installed in, the Premises to be used in conjunction with the operation of Tenant's business ("Tenant's Business Equipment"). Tenant's Business Equipment shall not become property of the Landlord and shall be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Restated Lease. Upon the removal of any Tenant's Business Equipment, Tenant shall promptly repair, at its expense and to the satisfaction of Landlord, any damage caused to the Premises as a result of such removal. Nothing herein, however, shall be deemed to be a waiver of Landlord's entitlement to a lien for rent, pursuant to Section 10.1 below, or a waiver of any of Landlord's other remedies provided in Article 10 below.

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

Smartboard; Projector in conference room; General office equipment and furnishings; Refrigerator; All computers, printers, plotters, and wireless access points.

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

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

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

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

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

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

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

Article 6. Insurance.

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

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

6.1.2. WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE. Tenant shall provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Landlord as an additional insured, Tenant shall provide to Landlord a waiver of all rights of subrogation against Landlord with respect to losses payable under such workers' compensation policy(ies). 6.1.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of Tenant's policies required under Section 6.1 above shall be declared to and approved by Landlord.

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

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

6.1.4.2. products and completed operations of Tenant;

6.1.4.3. premises owned, occupied, or used by Tenant; or

6.1.4.4. automobiles owned, leased, hired, or borrowed by Tenant.

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

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

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

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

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

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

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

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

Article 7. Indemnification of the Parties.

7.1. TENANT'S INDEMNITY. Without waiving its right to sovereign immunity, Tenant shall, to the extent allowed by law, indemnify and hold harmless Landlord and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees in

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

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

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

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

cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

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

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

Article 8. Damage, Destruction and Condemnation.

8.1. DAMAGE OR DESTRUCTION TO PREMISES.

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

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

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

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

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

Rent as provided for herein shall abate until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

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

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

8.2. CONDEMNATION.

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

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

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

Article 9. Maintenance and Repairs.

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

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

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

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

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

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

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

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

9.2.2. All of Tenant's obligations to maintain and repair shall be accomplished at Tenant's sole expense. If Tenant fails to maintain and repair the Premises as required by this Section 9.2, Landlord may, on ten (10) days' prior notice (except that no notice shall be

required in case of emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance or repair.

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

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

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

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

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

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

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

9.3.4.2. any millwork and cabinetry;

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

9.3.4.4. any carpets or other floor coverings;

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

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

Article 10. Default and Remedies; Landlord's Lien for Rent.

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

10.2. DEFAULT BY TENANT.

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

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

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

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

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

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

10.2.2.1. Landlord may terminate this Restated Lease and dispossess Tenant;

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

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

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

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

10.2.5. RIGHT TO RELET.

10.2.5.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Restated Lease, pursuant to Section10.2.2.2 above, Tenant shall continue to be liable for all Rent and Landlord shall endeavor to mitigate its damages by exercising commercially reasonable efforts to relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the

Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

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

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

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

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

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

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

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

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

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

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

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

10.3. NON-WAIVER. Neither acceptance of Rent by Landlord nor failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall waive such default, but Landlord may declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. Waiver by Landlord of any right for any default by Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

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

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

Article 11. Protection of Lenders.

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

11.1.1. Notwithstanding anything contained in this Restated Lease to the contrary, any subordination and/or attornment set forth in Section 11.1 above shall be conditioned upon

Landlord causing any future mortgagee or ground lessor to enter into an agreement confirming such subordination, attornment and non-disturbance in a commercially reasonable form.

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

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

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

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

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

11.2.4. that Tenant is in possession of the Premises;

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

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

Article 12. Telecommunications.

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

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

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

12.2. IN GENERAL. All Telecommunications Services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All alterations, modifications, replacements, or installations of Tenant's Telecommunications Equipment, other than those involving only wiring

for workstation operations within the Premises, shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Except as provided in Section 1.7 above, or unless Landlord otherwise requests or consents in writing, all of Tenant's Telecommunications Equipment shall be and remain solely in the Premises and the telephone closet(s) on the floor(s) on which the Premises is located, in accordance with rules and regulations adopted by Landlord from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.6.3. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Telecommunications Services provider shall not be deemed a default or breach by Landlord of its obligation under this Restated Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Restated Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective Telecommunications Services provider in question.

The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically but without limitation, no Telecommunications Services provider shall be deemed a third party beneficiary of this Restated Lease.

12.7. WIRELESS TELECOMMUNICATIONS EQUIPMENT. Other than usual and customary cellular telephones and routers, Tenant shall not utilize any wireless Telecommunications Equipment, including antennae and satellite receiver dishes, in or on the Tower Building or Adjacent Building, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Plaza, and the other tenants therein, in a manner similar to the arrangements described in Article 12.

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

Article 13. Miscellaneous Provisions.

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

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

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

13.4. INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Restated Lease contains and embodies the entire agreement of the parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters

of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Landlord and Tenant.

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

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

13.5.1.1. by hand delivery;

13.5.1.2. by certified mail, return receipt requested; or

13.5.1.3. by guaranteed overnight delivery service.

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

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

With a copy delivered to:

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

13.5.3. Notices to Landlord shall be delivered to:

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

With a copy delivered to:

Herbert W. A. Thiele, Esq. Leon County Attorney's Office 301 S. Monroe Street, Suite 202 Tallahassee, FL 32301

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

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

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

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

13.9. JOINT AND SEVERAL LIABILITY. Paragraph Intentionally Omitted.

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

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

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

13.13. AUTHORITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.22. TENANT ASSIGNMENT. Tenant shall not assign this Restated Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Tenant be released from any obligation or liability under this Restated Lease following any such

assignment or sublease. No sublessee of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. Notwithstanding the foregoing, Tenant may, without Landlord's consent, but with written prior notice to Landlord with such notice to include details regarding the transaction, purporting to comply with the terms of this Restated Lease sublet all or any portion of the Premises or assign this Restated Lease to (i) a parent, subsidiary, affiliate, division or entity controlling, controlled by or under common control with Tenant, (ii) a successor corporation or other entity related to Tenant by merger, consolidation, reorganization or government action, (iii) a party that acquires all or substantially all of the assets of Tenant in a common plan or scheme.

13.23. LANDLORD ASSIGNMENT. Subject to Section 13.1 above, Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Restated Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Restated Lease arising after the date of such sale, assignment or transfer.

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

13.25. HAZARDOUS MATERIAL.

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

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

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

13.25.1.3. chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted Hazardous waste", or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Federal Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Clean Water Act, 33 U.S.C. §1151, et seq.; the National Environmental Policy Act, 42 U.S.C. §1857, et seq.; the Regulations of the Environmental Protection Agency, 33 C.F.R. and 40 C.F.R.; Chapters 373, 376, 380 and 403 of the Florida Statutes and rules related thereto, including Chapters 17, 27 and 40 of the Florida Administrative

Code; and all Leon County environmental protection ordinances or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

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

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

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

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

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

13.25.5. Tenant shall not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose that is disreputable or productive of fire hazard, or permit anything to be done that would increase the rate of fire or other insurance coverage on the Tower Building and/or its contents. If Tenant does or permits anything to be done that shall increase the cost of any insurance policy required to be carried hereunder, then Tenant shall reimburse Landlord, upon demand, for any such additional premiums. Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost

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increase and showing in reasonable detail the manner in which it has been computed. Nothing done by Tenant in its use or occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Tower Building.

13.25.6. Tenant shall not cause or permit (i) any Hazardous Material to be brought upon, kept or used in or about the Premises, the Tower Building, the Plaza, or the Plaza's parking garage by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, other than drinking cups, office supplies and similar substances commonly found in commercial office buildings and in Tenant's business in quantities or concentrations that do not violate any Laws and (ii) any violation of the Laws. If Tenant breaches the obligations stated in the preceding sentence, or if contamination of the Premises by Hazardous Material occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, or if Tenant's activities or those of its contractors, agents, employees, businesses (or those of its subtenants) result in or cause a Hazardous Materials Claim, except if caused by Landlord's negligence or willful misconduct, then Tenant shall indemnify, defend, protect and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Tower Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Tower Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) which arise during or after the Restated Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Tower Building caused by Tenant and not by Landlord's negligence or willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Restated Lease.

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

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

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

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

13.25.7.4. activity by Landlord creating a nuisance.

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

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

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

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

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

Article 14. Services.

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

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

14.1.2. Adequate supplies for restrooms;

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

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

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

> 14.1.5.1. Payment of Additional Rent in the amount of \$35.00 per hour for each such Non-Building Hour or part thereof, payable in accordance with Section 2.4 above, in consideration for the additional wear and tear on each piece of equipment necessary to provide such HV/AC Service including, but not limited to, chiller(s), boiler(s), pump(s), motor(s), air handing unit(s), belts, air filters, lube, additional preventative maintenance, reduction of life cycle for each such piece of equipment, and utility service such as electricity, demand charges, and water; and

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

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

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

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

14.2. In the event of an interruption of services, Landlord will use commercially reasonable efforts to cause the restoration of any such interrupted services. If (i) access to any part of the Premises or any utility or service is interrupted (which interruption in service shall include the failure of Landlord to repair or maintain any part of the Building or provide any service required hereunder to be provided) or the use of any part of the Premises, the Tower Parking Spaces, and/or the Gadsden Parking Spaces by Tenant is interrupted as a result of any entry by or work performed in or around the Premises by or on behalf of Landlord, and (ii) such

interruption shall continue for more than three (3) consecutive Business Days after written notice of such interruption or failure from Tenant to Landlord, and if such interruption or failure shall render any portion of the Premises unusable for the normal conduct of Tenant's business, then all Base Rent and Additional Rent payable hereunder with respect to such unusable portion of the Premises shall be abated retroactively for the period beginning on the date of the interruption or failure and such rental abatement shall continue until such portion of the Premises is usable again; provided, however, that such rental abatement shall be deemed to be liquidated damages with regard to any claims Tenant may have for loss of business resulting from such interruption of services. Should such interruption continue for a period of thirty (30) consecutive calendar days, Tenant shall have the option to cancel and terminate this Restated Lease.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

LEON COUNTY - CITY OF TALLAHASSEE **Tenant Witnesses: BLUEPRINT INTERGOVERNMENTAL** AGENCY (sign name) By: _____ Charles Hargraves, P.E. (print name) Blueprint Project Manager Date: (sign name) (print name) Approved as to Form: Attest: Patrick T. Kinni, Esq. By: City of Tallahassee Treasurer-Clerk Attorney By: ____ Blueprint Intergovernmental Agency James O. Cooke, IV Landlord Witnesses: LEON COUNTY, FLORIDA By: _____ (sign name) Vincent S. Long County Administrator (print name) Date: (sign name) (print name) Approved as to Form: Attest: Leon County Attorney's Office Gwendolyn Marshall, Clerk of Court & Comptroller, Leon County, Florida By: _____ By:_____ Herbert W. A. Thiele, Esq. (print name)

A15-0526

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Exhibit "A" LEGAL DESCRIPTION

PARCEL I

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

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

Also, described by recent survey as follows:

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

AND

PARCEL II

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

Exhibit "B" PREMISES FLOOR PLAN

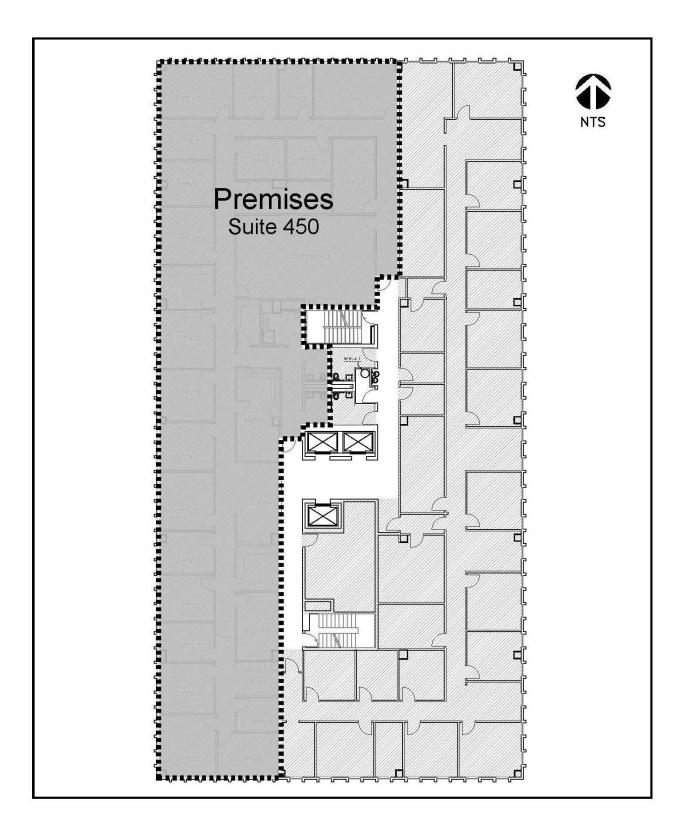
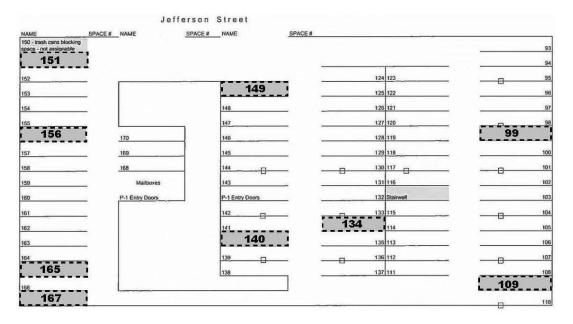


Exhibit "B" Page 1 of 1 Page 129 of 909

Exhibit "B-1"

TOWER PARKING SPACES (Tower Building Parking Garage)

Parking Level P-1



Parking Level "B"

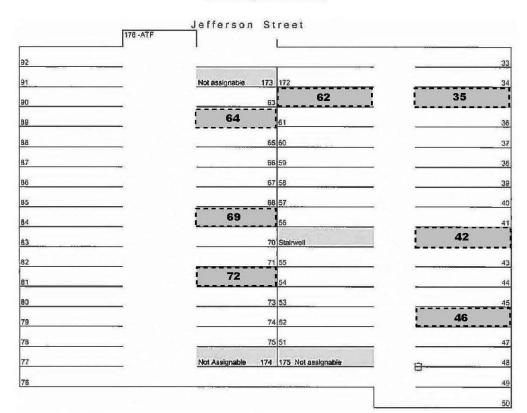


Exhibit "B-1" Page **1** of **2** Page 130 of 909

Parking Level "C"

32	Hard to get into	1
31		2
30		3
29		4
28		5
27		6
26		
25		
24		7
23		8
22		9
21		10
20		11
19		12
18		13
17		14
16		15

Exhibit "B-1" Page **2** of **2** Page 131 of 909

Exhibit "C"

3RD FLOOR TELECOMMUNICATIONS EQUIPMENT SPACE

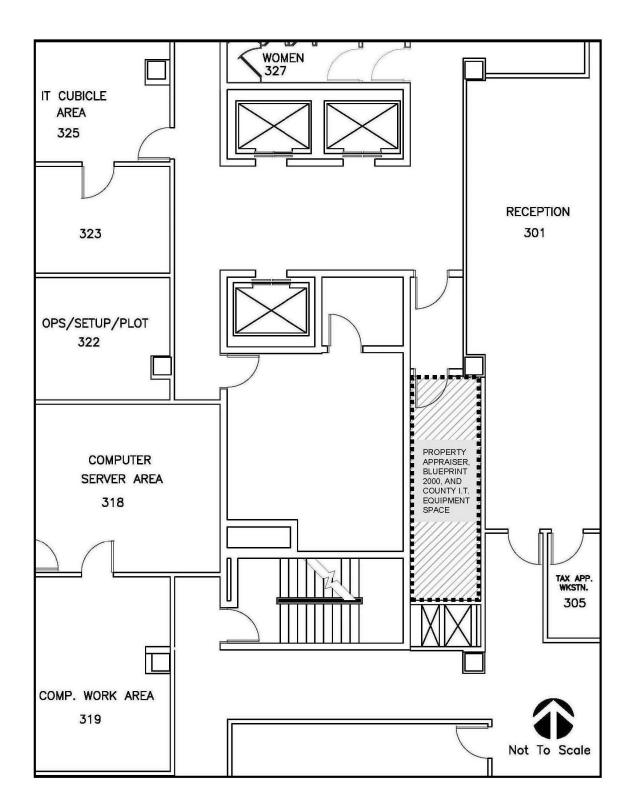


Exhibit "D" RULES AND REGULATIONS

RULES AND REGULATIONS

1. The eight-story Tower Building and three-story Adjacent Building (hereinafter referred to collectively as the "Plaza") shall be open for regular business on Monday through Friday during the hours of 7:00 a.m. until 6:00 p.m., excluding holidays.

2. Sidewalks, doorways, vestibules, halls, stairways, freight elevator lobbies and other similar areas shall not be used for the disposal of trash, be obstructed by Tenant or be used by Tenant for any purpose other than entering or leaving the Premises and for going from one part of the Plaza to another. If special trash hauling is required, please contact Property Manager.

3. No sweepings, rubbish, rags or other unsuitable materials shall be disposed into plumbing fixtures or appliances. Any costs incurred by Landlord to repair damage to any fixtures resulting from misuse by Tenant shall be the responsibility of Tenant.

4. Any and all activities of Tenant which require the movement of furniture or office equipment in or out of the Plaza buildings, or the dispatch or receipt of any bulky material, merchandise or other material which requires the use of the elevators or the stairways or movement through the Plaza building entrances or lobby shall be restricted to such hours as Property Manager shall reasonably designate. All such activity shall be under the supervision and direction of Property Manager. Such direction by Property Manager shall include, but not be limited to, the time, method, routing of the movement and limitations for safety or other concerns which may prohibit any article, equipment or other item(s) from being brought into the Plaza buildings. Tenant shall assume all risks for damage to its property or injury to persons engaged or not engaged in such activity and shall be responsible and liable for any damage to Landlord's property or equipment or any injury to Property Manager's or Landlord's employees, agents, or invitees as a result of Tenant's activity. Neither Property Manager nor Landlord shall be responsible or liable for any acts of any person(s) engaged in, or any damage or loss to any property of person(s) resulting from any act in connection with Tenant's activity, and Tenant shall indemnify Landlord to the extent provided in the Lease Agreement between Landlord and Tenant.

5. All routine deliveries to Tenant's Premises between 8:00 a.m. and 5:00 p.m. on weekdays shall be made through the freight elevators. Passenger elevators are to be used only for the movement of people, unless an exception is approved by Property Manager.

6. Corridor doors, when not in use, shall be kept closed.

7. Tenant space that is visible from public areas must be kept neat and clean and shall be subject to inspection and approval by Property Manager for neatness and cleanliness.

8. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Premises. Property Manager shall adjust thermostats as required to maintain standard temperatures in the Plaza buildings. In order to alleviate excessive temperature increases from exposure to sunlight and maintain comfortable room temperatures, Tenant shall, to the extent possible, keep all window blinds in the down position and tilted at a 45 degree angle toward the street.

9. All Tenant requests for air conditioning or heating during times other than the regular Plaza hours, must be submitted in writing to Property Manager by 2:00 p.m. on the day desired for weekday requests, by 2:00 p.m. on Friday for weekend requests, and by 2:00 p.m. on the preceding business day for holiday requests.

10. Tenant shall comply with all security procedures while using the Plaza at any and all times.

11. Property Manager shall provide all locks for doors in the Premises and no additional lock(s) shall be placed on any door within the Premises without Property Manager's written consent. All requests for duplicate keys shall be made to Property Manager.

12. Tenant shall cooperate with Property Manager's employees and cleaning contractors in keeping the Premises neat and clean, unless Tenant is responsible for cleaning and maintenance of the Premises. Landlord shall in no way be responsible or liable for any loss of or damage to property of Tenant, its agents, employees or invitees located in the Premises or any common areas, even if such loss or damage occurred when the Premises were locked against entry.

13. Signs, advertisements or notices visible in or from public corridors or from outside the Plaza buildings shall be subject to the restrictions and limitations provided in the Lease Agreement between Landlord and Tenant.

14. A directory shall be maintained by Property Manager in the lobbies of each of the Plaza buildings to inform the public of the names and locations of Tenants. No other such directories shall be permitted.

15. Any plans proposed by Tenant for alterations within the Premises, including the installation of any and all equipment for telephonic services, data services, internet services, fiber optics services, annunciator services, and other similar services, shall be subject to the restrictions and limitations provided in the Lease Agreement between Landlord and Tenant.

16. Tenant shall, prior to the installation of any safes, files, filing systems, or other such heavy equipment, obtain from Property Manager written approval for the placement and positioning of such heavy equipment.

17. Tenant shall lock all doors in the Premises which lead to corridors and shall turn out all lights upon leaving the Premises at the end of its regular work day.

18. Tenant, its agents, employees and invitees shall observe all applicable ordinances while present in the Plaza.

19. No flammable or explosive fluids or materials shall be kept or used within the Plaza buildings except in areas approved by Property Manager, and Tenant shall comply with all applicable building and fire codes relating thereto.

20. Tenant shall not make or permit to be made any inappropriate sounds within the Plaza buildings that may interfere with other tenants or persons having business within the Plaza buildings.

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

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

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

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

Exhibit "E"

CONSTRUCTION RULES AND REGULATIONS

1. PLANS.

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

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

- j. All Contractors shall confine use of the Premises to the designated construction site so as not to disrupt other tenants.
- k. At no time shall abusive language or actions or loud radios be tolerated.
- 1. A copy of these rules and regulations must be posted on the construction site in a manner allowing easy access by all workers. It is the General Contractor's responsibility to instruct his employees and subcontractors to familiarize themselves with these rules and regulations.
- 5. ELEVATOR USAGE.
 - a. The use of the freight elevators shall be scheduled by Tenant or General Contractor with the Property Manager. Reservations as far in advance as possible are encouraged.
 - b. All construction materials, tools and trash are to be transferred to and from the construction site via the freight elevators. The passenger elevators are to be used to transport people <u>only</u>.
 - c. Situations may arise when the General Contractor may be required to share the freight elevators with the Property Manager staff, Landlord staff, or tenants. This sharing shall be carried out in a professional manner.
 - d. Special elevator use such as access to the top of an elevator cab must be scheduled through Property Manager. Sufficient time should be allowed to arrange the provision of elevator personnel to perform the requested service. Tenant shall be responsible for any charges incurred in these special arrangements.
- 6. SECURITY, BUILDING ACCESS, LOADING DOCK AREA.
 - a. For any construction deemed to be Tenant Alterations, as defined in Section 5.1.3 of the Lease, Tenant shall be responsible for coordinating with Property Manager to provide the General Contractor with security clearance into the Plaza buildings as well as access into the Premises.
 - b. The loading dock area shall have a 30-minute parking limit during the regular business hours of the Plaza buildings. Vehicles parked beyond that time period may be towed away at the individual owner's expense. Arrangements must be made through the Property Manager for any extended parking privileges in the loading dock area after regular business hours.
- 7. CONSTRUCTION.
 - a. On all multi-tenant floors, a demising partition must separate the Premises from any adjoining suite.
 - b. If Tenant desires wallcovering at exterior columns, a reveal shall be placed between the window mullions and the sheetrock in order to prevent condensate from bleeding onto the fabric.

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

9. MECHANICAL/PLUMBING WORK.

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

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

10. SPECIAL CONDITIONS.

- a. Use of any welding or cutting torch must be approved by Property Manager. The General Contractor shall schedule the time the torch is to be used and must have a fire extinguisher present while the torch is in use.
- b. Use of any varnishes, lacquers, glues or other combustible materials or materials which may produce offensive odors must be approved and the application thereof scheduled through Property Manager.
- c. Any work that shall involve the draining of a sprinkler line must be approved by Property Manager. In all instances, the system shall not be left inoperable overnight.
- d. Should any portion of a remodel interfere with the fire alarm system, the work must be scheduled through Property Manager in advance. Any costs associated with false alarms that are caused by the General Contractor, his employees or subcontractors shall be absorbed by the General Contractor.
- e. A Material Safety Data Sheet information sheet must be posted in any area where any hazardous and/or harmful materials are in use. Strict adherence to rules listed in this information sheet is required.
- 11. CLEAN-UP. The General Contractor shall keep the construction site free of accumulation of debris and rubbish, as follows:
 - a. Trash shall be removed via the freight elevators after normal working hours in a vehicle provided by General Contractor.
 - b. Any dust or dirt outside the construction site shall be cleaned on a daily basis.
 - c. The General Contractor shall provide subcontractors with a floor mat to prevent dust and dirt tracking into public corridors and elevators.
 - d. Final clean-up, including vacuuming after new carpet installation as well as the provisions of the vacuums, shall be the responsibility of the General Contractor.

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

ACCEPTED BY:	DATE:
(Tenant)	× Fr
ACCEPTED BY:	DATE:
(General Contract	or)
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~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
ACCEPTED BY:	DATE:
(Landlord)	
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7	

## Leon County Board of County Commissioners

Notes for Agenda Item #5

# Leon County Board of County Commissioners

### Agenda Item #5

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Herbert W. A. Thiele, County Attorney

Title:Consideration of the Issuance of Request for Proposals for Bond Counsel and<br/>Disclosure Counsel

<b>Review and Approval:</b>	Herbert W. A. Thiele, County Attorney	
Department/ Division Review:	Leon County Attorney's Office	
Lead Staff/ Project Team:	Herbert W. A. Thiele, County Attorney	

### **Statement of Issue:**

This item requests Board consideration of the issuance of Requests for Proposals for Bond Counsel and Disclosure Counsel, or authorizing renewals with existing firms. This is the final year of the contracts with the County's Bond Counsel, Bryant Miller Olive, and Disclosure Counsel, GrayRobinson.

### Fiscal Impact:

This item has a fiscal impact to the County only when the firms' services are engaged for specific matters and they are paid from bond proceeds. There will be no ongoing expenses.

### **Staff Recommendation:**

Option #1: Do not approve the issuance of Requests for Proposals for Bond Counsel and Disclosure Counsel and renew contracts with existing firms for five (5) additional years.

 Title: Consideration of the Issuance of Request for Proposals for Bond Counsel and Disclosure Counsel
 October 24, 2017
 Page 2

#### **Report and Discussion**

### **Background:**

At the Board of County Commissioners' meeting of Tuesday, May 22, 2012, County staff was instructed to prepare and issue Requests for Proposals for Bond Counsel and Disclosure Counsel to Leon County, Florida. The Financial Advisory Committee unanimously voted to recommend to the Board of County Commissioners that the number one ranked firm of Bryant Miller Olive be selected for Bond Counsel and the number one ranked firm of GrayRobinson be selected for Disclosure Counsel.

At the County Commission meeting of February 12, 2013 the Commission approved the recommendations of the Financial Advisory Committee, but with three (3) year agreements, with the option to review for an additional two (2) years. Both firms entered into agreements with Leon County which set forth the terms and conditions of such representation, including that the contracts be for an initial three (3) year term, with potential renewals of two (2) years upon mutual agreement of the parties.

At the Board of County Commissioners' meeting of January 26, 2016 the Commission approved a two (2) year extension for both firms. This extension expires on February 12, 2018.

### Analysis:

The last request for proposal issued for the Bond Counsel and Disclosure Counsel occurred in 2012. The initial three (3) year term and approved extension expire in February, 2018. Accordingly, it would be appropriate to consider RFPs for Bond Counsel and Disclosure Counsel be issued, bidding for qualifications, not price, and new agreements for outside counsel be brought to the Board for approval. Since there is no requirement to use the RFP process for these professional services, the Board could merely renew existing agreements for five (5) additional years.

The County Attorney's Office recommends not issuing a new RFP for the following reasons: no new/additional bonds are anticipated to be issued in the foreseeable future; both firms have considerable knowledge of the County's finances; and, Bryant Miller Olive has been intricately involved in the County's PACE program, including preparation and review of all the financial documents.

### **Options:**

- 1. Do not approve the issuance of Requests for Proposals for Bond Counsel and Disclosure Counsel and renew contacts with existing firms for five (5) additional years.
- 2. Approve the issuance of Requests for Proposals for Bond Counsel and Disclosure Counsel.
- 3. Board direction.

### **Recommendation:**

Option #1.

# Leon County Board of County Commissioners

Notes for Agenda Item #6

# Leon County Board of County Commissioners

### Agenda Item #6

October 24, 2017

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

From: Vincent S. Long, County Administrator

Title:Proposed Public Notice of 2018 Board Meeting Schedule and the Proposed<br/>2018 Board Travel Schedule

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

### **Statement of Issue:**

This agenda item seeks approval of the proposed 2018 Board Meeting and Travel schedules, including the authorization of Commissioners' travel to the scheduled events.

### Fiscal Impact:

This item has no fiscal impact to the County

### **Staff Recommendation:**

- Option #1: Adopt the proposed Leon County Board of County Commissioners' Public Notice 2018 Tentative Meeting Schedule (Attachment #1).
- Option #2: Approve the proposed Board of County Commissioners' 2018 Travel Schedule, and authorize Commissioners' travel to the scheduled events (Attachment #2).
- Option #3: Schedule the 2018 Board Retreat for Monday, December 10, 2018.

Title: Proposed Public Notice for 2018 Board Meeting Schedule and the Proposed 2018 Board Travel Schedule
October 24, 2017

Page 2

#### **Report and Discussion**

### **Background:**

Annually, the Board makes available a tentative schedule of all workshops, meetings, and public hearings for the entire calendar year including a list of conferences, education and training sessions, and events that the Commissioners may attend. The proposed Public Notice of 2018 Tentative Meeting Schedule also includes, in its outline, a list of conferences, education and training sessions, and events that the Commissioners may attend. The schedule is updated as part of each agenda for the regularly scheduled Board meetings.

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

### Elected Officials

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

### Analysis:

Board Policy No. 03-9, "Meeting Dates for Board of County Commissioners", states that the Board meets every 2nd and 4th Tuesday of each month for its regular meetings. However, the Board may cancel or continue meetings to observe holidays or other events, as the Board deems appropriate. In drafting the proposed Public Notice of 2018 Tentative Board Meeting Schedule (Attachment #1), staff reviewed the following:

- Leon County Schools' 2017-2018 calendar (Attachment #3)
- 2018 generally observed holidays (Attachment #4)
- Florida Association of Counties (FAC) 2018 conference schedule (Attachment #5)
- National Association of Counties (NACo) 2018 conference schedule (Attachment #6)
- Florida Statute 100.041 General Election Schedule (Attachment #7)
- ICMA 2018 Annual Conference schedule (Attachment #8)

Included, as part of the 2018 Tentative Meeting Schedule, are:

- Leon County's 2018 Holiday Schedule (Attachment #9);
- Planning Department tentative dates, times, and location for the 2018 Cycle Comprehensive Plan Amendments workshop and hearings (Attachment #10);
- Blueprint Intergovernmental Agency (IA) 2018 meeting schedule (Attachment #11);
- Community Redevelopment Agency (CRA) 2018 meeting schedule (Attachment #12); and
- Capital Region Transportation Planning Agency (CRTPA) 2018 meeting schedule (Attachment #13).

Title: Proposed Public Notice for 2018 Board Meeting Schedule and the Proposed 2018 Board Travel Schedule

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October 24, 2017
Page 3
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Based on review of the listed 2018 calendars/schedules, the following is a proposed tentative 2018 Board meeting and workshop schedule:

- January 2018 Regular meeting on January 23.
- February 2018 Regular meeting on February 13 and February 27.
- March 2018 Regular meeting on March 27. Leon County schools will be on Spring Break the week of March 12 19. Since the second Tuesday is March 13 (second day of Spring Break), it is recommended that the March 13 meeting be cancelled.
- April 2018 Regular meeting and Charter Review Workshop on April 10. Regular meeting and the Preliminary Budget Workshop on April 24.
- May 2018 Regular meetings on May 8 and 22.
- June 2018 Regular meeting and Budget Workshop on June 19. On June 1, the proposed property values are provided to the Office of Financial Stewardship. In order to allow time to prepare for the Budget Workshop, it is recommended that the June 12 meeting be moved to June 19. The Florida Association of Counties Annual Conference begins on June 26, and therefore it is recommended that the June 26 meeting be cancelled.
- July 2018 Regular meeting on July 10 and Budget Workshop, if necessary.
- August 2018 Public Hearing on the proposed Charter Amendments, if applicable, on August 21.
- September 2018 Regular meetings and Budget Adoption Public Hearings on September 4 and 25. State Statutes guide regular Board meeting dates for the County's budget adoption public hearings. The School Board's budget public hearing is tentatively scheduled for September 11 and Rosh Hashanah also ends the evening of September 11, therefore it is recommended the County's first budget public hearing and meeting be scheduled for September 4. If the School Board's budget final adoption hearing date conflicts with the County's calendar, staff will bring back recommendations for rescheduling its regular and budget adoption hearings meetings for alternate dates.
- October 2018 Regular meeting on October 9 and 23.
- November 2018 Board reorganization and Regular meeting on November 20. The 2018 General Election will be held on Tuesday, November 6. Pursuant to State Statute (Attachment #7), the Board's November 2018 installation of newly-elected officials must commence the second Tuesday following the general election, which will be Tuesday, November 20, 2018; therefore, it is recommended the November 13 meeting be cancelled. The Florida Association of Counties Legislative Conference is tentatively scheduled for November 28-30, and therefore it is recommended that the November 27 meeting be cancelled.
- December 2018 Board 2018 Retreat on Monday, December 10, and regular meeting for December 11.

Title: Proposed Public Notice for 2018 Board Meeting Schedule and the Proposed 2018 Board Travel Schedule October 24, 2017

Page 4

Date	Conference	Location		
January 25-26 Thurs. & Fri.	FAC Advanced County Commissioner Workshop (Seminar 2 of 3)	Gainesville, FL		
March 3 - 7 Sat. – Wed.	NACo Legislative Conference	Washington Hilton Washington, DC		
April 19-20 Thurs. & Fri.	FAC Advanced County Commissioner Workshop (Seminar 3 of 3)	Gainesville, FL		
<b>June 26-29</b> Tues. – Fri.	FAC Annual Conference and Educational Exposition	Hyatt Regency Orlando Orange County Orlando, FL		
<b>July 13-16</b> Fri. – Mon.	NACo Annual Conference	Gaylord Opryland Davidson County Nashville, Tennessee		
<b>TBD</b> (typically the end of July)	National Urban League Annual Conference	TBD		
August 10-12 Fri. – Sun.	Greater Tallahassee Chamber of Commerce Annual Conference	Amelia Island Plantation Fernandina Beach, FL		
<b>TBD</b> (typically mid September)	Congressional Black Caucus Annual Legislative Conference	Washington, D.C.		
September 23-26 Sun. – Wed.	ICMA Annual Conference	Baltimore, Maryland		
<b>TBD</b> (typically the end of September)	FAC Policy Committee Conference	TBD		
<b>November 28-30</b> (tentative dates)	FAC Legislative Conference and Commissioner Workshops	Hillsborough County Tampa, FL		

 Table #1
 2018 Proposed Travel Schedule

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

 Title: Proposed Public Notice for 2018 Board Meeting Schedule and the Proposed 2018 Board Travel Schedule
 October 24, 2017
 Page 5

If adopted, the proposed meeting schedule will be posted on the Board's calendar located on the County website and included in each Board meeting agenda.

### **Options:**

- 1. Adopt the Leon County Board of County Commissioners' Public Notice 2018 Tentative Schedule (Attachment #1).
- 2. Approve the Board of County Commissioners' 2018 Travel Schedule, and authorize Commissioners' travel to the scheduled events (Attachment #2).
- 3. Schedule the Board Retreat for Monday, December 10, 2018.
- 4. Board direction.

### **Recommendation:**

Options ##1, #2 & #3.

#### Attachments:

- 1. Public Notice 2018 Tentative Board Meeting schedule
- 2. Board of County Commissioners' 2018 Travel schedule
- 3. Leon County 2017-2018 School Calendar
- 4. List of holidays for 2018
- 5. FAC 2018 conferences schedule
- 6. NACo 2018 calendar of events
- 7. Statute 100.041
- 8. ICMA Conference schedule
- 9. Board 2018 Holiday schedule
- 10. Comprehensive Plan Public Hearing schedule for Cycle 2018
- 11. Blueprint Intergovernmental Agency proposed 2018 schedule of meetings
- 12. Community Redevelopment Agency 2018 Meeting schedule
- 13. Capital Region Transportation Planning Agency 2018 meeting schedule

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

Date	Day	Time	Meeting in 5 th Floor Chambers
January 23	Tuesday	1:00 p.m.	Joint Workshop Comp Plan Amendments
January 23	Tuesday	3:00 p.m.	Regular Board Meeting
February 13	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	6:00 p.m.	Transmittal Hearing on 2018 Cycle Comp Plan Amendments
March 27	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	12:00 p.m.	Charter Review Committee Final Report Workshop
April 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	6:00 p.m.	Adoption Hearing on 2018 Cycle Comp Plan Amendments
April 24	Tuesday	9:00 a.m.	Preliminary Budget Workshop
April 24	Tuesday	3:00 p.m.	Regular Board Meeting
May 8	Tuesday	3:00 p.m.	Regular Board Meeting
May 22	Tuesday	3:00 p.m.	Regular Board Meeting
June 19	Tuesday	9:00 a.m.	Budget Workshop
June 19	Tuesday	3:00 p.m.	Regular Board Meeting
July 10	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 10	Tuesday	3:00 p.m.	Regular Board Meeting
August 21	Tuesday	6:00 p.m.	Public Hearing on Charter Amendments
September 4	Tuesday	3:00 p.m.	Regular Board Meeting
September 4	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets*
September 25	Tuesday	3:00 p.m.	Regular Board Meeting
September 25	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets*
October 9	Tuesday	3:00 p.m.	Regular Board Meeting
October 23	Tuesday	3:00 p.m.	Regular Board Meeting
November 20	Tuesday	3:00 p.m.	Board Reorganization and Regular Board Meeting
December 10	Monday	9:00 a.m.	Board Retreat
December 11	Tuesday	3:00 p.m.	Regular Board Meeting

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

### **PUBLIC NOTICE**

### Leon County Board of County Commissioners 2018 Tentative Schedule

# All Workshops, Meetings, and Public Hearings are held in the Commission Chambers, 5th Floor of the Leon County Courthouse and are subject to change.

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### **PUBLIC NOTICE** Leon County Board of County Commissioners **2018 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 preceding the Commission meeting.

Month	Day	Time	Meeting Type
January 2018	Monday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 9	No meeting	BOARD RECESS
	Monday 15		MARTIN LUTHER KING, JR. DAY
	Tuesday 16	1:00 p.m.	Capital Region Transportation Planning Agency
		-	City Commission Chambers
	Tuesday 23	1:00 p.m.	Joint City/County Workshop on the 2018 Cycle
			Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting
			County Courthouse, 5th Floor Commission Chambers
	Thursday 25	9:30 a.m.	Community Redevelopment Agency
			City Commission Chambers
	Thursday 25 &	Seminar 2 of 3	FAC Advanced County Commissioner Program
	Friday 26		Alachua County; Gainesville, FL
-			
February 2018	Wednesday 7		FAC Legislative Day
			FSU Turnbull Conference Center
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting
	T 1 12	2.00	County Courthouse, 5 th Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting
	Tuesday 20	1.00	County Courthouse, 5 th Floor Commission Chambers Capital Region Transportation Planning Agency
	Tuesday 20	1:00 p.m.	City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting
	Tuesday 27	5.00 p.m.	County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2018
		0.00 p.m.	Comprehensive Plan Amendments
March 2018	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency
		Î.	City Commission Chambers
	Saturday 3 –		NACO Legislative Conference
	Wednesday 7		Washington, DC
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency
			City Commission Chambers
	Thursday 22	9:30 a.m.	Community Redevelopment Agency
			City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting
			County Courthouse, 5 th Floor Commission Chambers
April 2018	Tuesday 10	1:30 - 3:00 p.m.	Workshop on Charter Review Committee Final Report
	Tuesday 10	3:00 p.m.	Regular Meeting
	, i i i i i i i i i i i i i i i i i i i	*	County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on 2018 Cycle
			Comprehensive Plan Amendments
	Tuesday 17	9:00 a.m.	Capital Region Transportation Planning Agency
	-		Workshop
	Thursday 19 &	Seminar 3 of 3	FAC Advanced County Commissioner Program
	Friday 20		Alachua County; Gainesville, FL
	Tuesday 24	9:00 a.m. – 3:00 p.m.	Preliminary Budget Workshop

### PUBLIC NOTICE Leon County Board of County Commissioners 2018 Tentative Schedule

Month	Day	Time	Meeting Type
April 2018	Tuesday 24	3:00 p.m.	Regular Meeting
(cont.)		1	County Courthouse, 5 th Floor Commission Chambers
May 2018	Tuesday 8	3:00 p.m.	Regular Meeting
·		1	County Courthouse, 5 th Floor Commission Chambers
	Tuesday 15	1:00 p.m.	Capital Region Transportation Planning Agency
		•	City Commission Chambers
	Tuesday 22	3:00 p.m.	Regular Meeting
	-		County Courthouse, 5 th Floor Commission Chambers
	Thursday 24	9:30 a.m.	Community Redevelopment Agency
			City Commission Chambers
	Monday 28	Offices Closed	MEMORIAL DAY
June 2018	Monday 18	1:00 p.m.	Capital Region Transportation Planning Agency
			City Commission Chambers
	Tuesday 19	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting
			County Courthouse, 5 th Floor Commission Chambers
	Thursday 21	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency
			City Commission Chambers
	Tuesday 26 -		FAC Annual Conference & Educational Exposition
	Friday 29		Orange County; Hyatt Regency, Orlando, FL
July 2018	Wednesday 4	Offices Closed	INDEPENDENCE DAY
· ·	Monday 9	9:30 a.m.	Community Redevelopment Agency
			City Commission Chambers
	Tuesday 10	9:00 a.m. – 3:00 p.m.	Budget Workshop (if necessary)
		3:00 p.m.	Regular Meeting
		1	County Courthouse, 5th Floor Commission Chambers
	Friday 13 -		NACo Annual Conference
	Tuesday 16		Davidson County; Nashville, TN
	Tuesday 24	No Meeting	BOARD RECESS
	Wednesday –		National Urban League Annual Conference
	Saturday TBD		TBD
August 2018	Thursday 9 -		Chamber of Commerce Annual Conference
	Sunday 12		Amelia Island, FL
	Tuesday 21	6:00 p.m.	Public Hearing on Charter Amendments (if necessary)
	Tuesday 28	<b>Primary Election</b>	PRIMARY ELECTION DAY
September 2018	Monday 3	Offices Closed	LABOR DAY
	Tuesday 4	3:00 p.m.	Regular Meeting
			County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates
			and Tentative Budgets for FY 18/19*
	Thursday 13	4:00 p.m. &	Community Redevelopment Agency Meeting &
		6:00 p.m.	Public Hearing, City Commission Chambers
	Tuesday 18	1:00 p.m.	Capital Region Transportation Planning Agency
			City Commission Chambers
	Thursday 20	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.
			Budget Public Hearing, City Commission Chambers
		3:00 p.m.	Regular Meeting
	Tuesday 25	5.00 p.m.	
	Tuesday 25	5.00 p.m.	County Courthouse, 5 th Floor Commission Chambers

### PUBLIC NOTICE Leon County Board of County Commissioners 2018 Tentative Schedule

Month	Day	Time	Meeting Type
September 2018	Tuesday 25	6:00 p.m.*	Second & Final Public Hearing on Adoption of Final
(cont.)			Millage Rates and Budgets for FY 18/19*
	TBD		FAC Policy Committee Conference and County
	Wednesday -		Commissioner Workshops
	Thursday		TBD
	TBD		Congressional Black Caucus Annual Legislative
	(typically mid-		Conference
	September)		TBD
* These public hear		e because of the School Boo	rd's scheduling of its budget adoption public hearings.
October 2018	Tuesday 9	3:00 p.m.	Regular Meeting
October 2016	Tuesuay 9	5.00 p.m.	County Courthouse, 5 th Floor Commission Chambers
	Tuesday 16	0.00	
	Tuesday 16	9:00 a.m 11:00 a.m.	Capital Region Transportation Planning Agency
	TT 1 00		Workshop
	Tuesday 23	3:00 p.m.	Regular Meeting
			County Courthouse, 5 th Floor Commission Chambers
November 2018	Tuesday 6	<b>General Election</b>	ELECTION DAY
	Monday 12	Offices Closed	VETERAN'S DAY OBSERVED
	Thursday 15	9:30 a.m.	Community Redevelopment Agency
	Thursday 15	9.50 a.m.	City Commission Chambers
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency
	Williag 19	1.00 p.m.	City Commission Chambers
	True day 20	2.00	
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization
			County Courthouse, 5 th Floor Commission Chambers
	Thursday 22	Offices Closed	THANKSGIVING DAY
	Friday 23	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Wednesday 28 -	(Tentative Dates)	FAC Legislative Conference
	Friday 30		TBD
December 2018	Monday 10	9:00 a.m. – 4:00 p.m.	Board Retreat
20000000 2010			TBD
	Tuesday 11	3:00 p.m.	Regular Meeting
	I dobduy II	5.00 p.m.	County Courthouse, 5 th Floor Commission Chambers
	TT1 1 10	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency
	Thursday 13	5.00 – 0.00 p.m.	City Commission Chambers
	Tuesday 19	1:00 n m	
	Tuesday 18	1:00 p.m.	Capital Region Transportation Planning Agency
	Mandar 24		City Commission Chambers
	Monday 24	Offices Closed	CHRISTMAS EVE
	Tuesday 25	Offices Closed	CHRISTMAS DAY
	Monday 31	Offices Closed	NEW YEAR'S EVE
	Monday 1	Offices Closed	NEW YEAR'S DAY
lanuary 2010	÷	No Meeting	
January 2019		NO VICETING	BOARD RECESS
January 2019	Tuesday 8	Tto infeeting	
January 2019	Tuesday 8Monday 21Tuesday 22	3:00 p.m.	MARTIN LUTHER KING, JR. DAY Regular Meeting

## **2018 Travel Schedule**

Date	Conference	Location
January 25-26 Thurs. & Fri.	FAC Advanced County Commissioner Workshop (Seminar 2 of 3)	Gainesville, FL
<b>March 3 - 7</b> Sat. – Wed.	NACo Legislative Conference	Washington Hilton Washington, DC
<b>April 19-20</b> Thurs. & Fri.	FAC Advanced County Commissioner Workshop (Seminar 3 of 3)	Gainesville, FL
<b>June 26-29</b> Tues. – Fri.	FAC Annual Conference and Educational Exposition	Hyatt Regency Orlando Orange County Orlando, FL
<b>July 13-16</b> Fri. – Mon.	NACo Annual Conference	Gaylord Opryland Davidson County Nashville, Tennessee
<b>TBD</b> (typically the end of July)	National Urban League Annual Conference	TBD
<b>August 10-12</b> Fri. – Sun.	Greater Tallahassee Chamber of Commerce Annual Conference	Amelia Island Plantation Fernandina Beach, FL
<b>TBD</b> (typically mid September)	Congressional Black Caucus Annual Legislative Conference	Washington, D.C.
September 23-26 Sun. – Wed.	ICMA Annual Conference	Baltimore, Maryland
<b>TBD</b> (typically the end of September)	FAC Policy Committee Conference	TBD
<b>November 28-30</b> ( <i>tentative dates</i> )	FAC Legislative Conference and Commissioner Workshops	Hillsborough County Tampa, FL

### LCS 2017-2018 REGULAR CALENDAR (DRAFT 04.18.17)

<b>2017</b> – July	27	Last Day of Four-Day Workweek
August	7	Teachers Report
CARL CONTRACTOR STRATEGY	7-11	Teacher Planning/Inservice Days
	14	Students Report
	3 <b>77</b> 2/102	
September	4	Labor Day Holiday (Districtwide)
September	29	
	29	Fall Holiday (Districtwide)
October	12	End of First Nine Weeks (42-day nine weeks)
October	13	
	12	Teacher Planning/Inservice Day (Students Out)
November	10	Veterans Day Holiday (Districtwide)
November		
	20, 21, 22	Thanksgiving Holidays (Students & Teachers Out)
	23-24	Thanksgiving Holidays (Districtwide)
December	13, 14, 15	Middle & High School Exam Days/Elementary, Middle & High Early Release
December	15, 14, 15	
		End of Second Nine Weeks (39-day nine weeks/81-day first semester)
	18-31	Winter Holidays (Districtwide)
2018 - January	1	Winter Holiday (Districtwide)
Lozo January	2	District Staff & Teachers Return
	2	
	3	Teacher Planning/Inservice Day (Students Out) Students Return
Cohruppu	15	Martin Luther King Holiday (Districtwide)
February		
March	9	End of Third Nine Weeks (47-day nine weeks)
	12-16	Spring Break (Students & Teachers Out)
	19	Teacher Planning/Inservice Day (Students Out)
	20	Students Return
April	20	
aldraide.		
May	28	Memorial Day Holiday (Districtwide)
	29, 30, 31	Middle & High School Exam Days/Elementary, Middle & High Early Release
	31	Last Day of School/End of Fourth Nine Weeks (52-day-nine weeks/99-day sem.)
June	1, 4	Teacher Planning/Inservice Days
	4,5	Teacher Inservice ESE/Reading Summer Academy
	4	Four-Day Workweek Begins
	6-19	ESE Summer Services
	6 - 26	Reading Summer Services
July	4	Fourth of July Holiday (Districtwide)
	9-19	Reading Summer Services
	9-26	ESE Summer Servi
		Adopted 2/14/

Adopted 2/14/17; Amended 4//18/17

Attachment #4 Page 1 of 1

# Calendar for Year 2018 (United States)

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Calendar generated on www.timeanddate.com/calendar

From:	Kelli Williams <kwilliams@fl-counties.com></kwilliams@fl-counties.com>
To:	Mary Smach <smachm@leoncountyfl.gov></smachm@leoncountyfl.gov>
Date:	7/26/2017 11:27 AM
Subject:	RE: 2018 Calendar of Events

Hi Mary, we do not have all of the conferences booked for 2018 yet but here is what I do know.

#### FEBRUARY

FAC Legislative Day (1.5 Continuing CCC Credits) FSU Turnbull Conference Center - Leon County

JUNE 26-29 26**

7

FAC Annual Conference & Educational Exposition (3 Continuing CCC Credits) Workshop - Ethics, Public Records & Sunshine Laws (6 Core CCC Credits)** Hyatt Regency Orlando - Orange County

SEPTEMBER TBD Location TBD

FAC Policy Committee Conference (1.5 Continuing CCC Credits)

NOVEMBER

Location and dates are tentative - contract has not been signed yet 28-30 FAC Legislative Conference (2 Continuing CCC Credits) Tampa Marriott Waterside - Hillsborough County

Kelli Williams Events Manager Florida Association of Counties kwilliams@fl-counties.com<mailto:kwilliams@fl-counties.com> 100 S Monroe St * Tallahassee, FL 32301 Phone: (850) 922-4300 www.fl-counties.com<http://www.fl-counties.com/> * All About Florida

From: Mary Smach [mailto:SmachM@leoncountyfl.gov] Sent: Wednesday, July 26, 2017 10:22 AM To: Kelli Williams <kwilliams@fl-counties.com> Subject: 2018 Calendar of Events

Hi Kelli.

Is the 2018 Calendar of Events available? If so, would you please send it to me?

Thanks,

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

www.leoncountyfl.gov<http://www.leoncountyfl.gov>

"People Focused. Performance Driven"

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

County News County News Archive County News Editorial & Advertising Information NACo Blog Press Releases

Attachment #6 Page 1 of 1

# **Future Conference Dates**

LEGISLATIVEWESTERN ANNUAL CONFERENCENTERSTATE CONFERENCE REGION AND

March 3 - 7, 2018

Washington Hilton Washington, DC

March 2 - 6, 2019

Washington Hilton Washington, DC

February 29 - March 4, 2020

Washington Hilton Washington, DC

May 24 – 26, 2017

> Deschutes County/Sunriver, Oregon



Blaine County/Sun Valley, Idaho July 21 – 24, 2017

CONFERENCEXPOSITION

Columbus Convention Center Franklin County/Columbus, Ohio

July 13 – 16,2018

Gaylord Opryland Davidson County/Nashville, Tennessee

# **Upcoming Events**



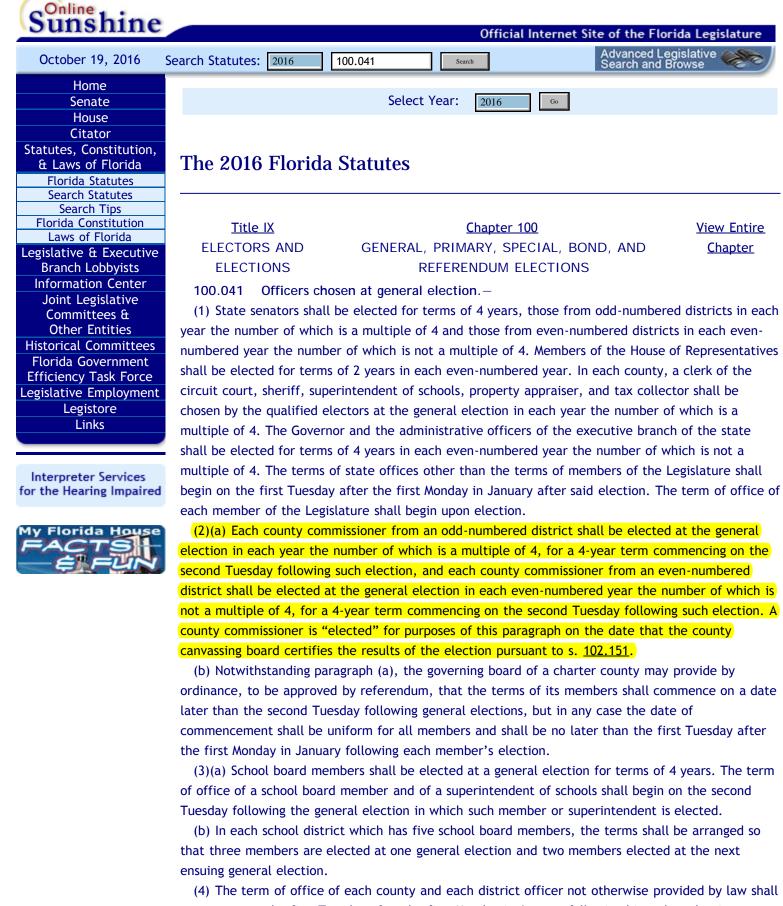
WEBINAR STEPPING UP NETWORK CALL: CONDUCTING A COMPREHENSIVE PROCESS ANALYSIS AND INVENTORY OF SERVICES FOR PEOPLE WITH MENTAL ILLNESSES IN JAILS

Jul. 6, 2017 , 2:00 pm – 3:15 pm



WEBINAR STRENGTHENING ECONOMIES IN COAL-RELIANT COMMUNITIES THROUGH BROWNFIELD REDEVELOPMENT

Jul. 11, 2017 , 3:00 pm - 4:00 pm 17, 2017



commence on the first Tuesday after the first Monday in January following his or her election. History.-s. 3, ch. 3879, 1889; RS 156; s. 3, ch. 4328, 1895; s. 2, ch. 4537, 1897; GS 172; s. 10, ch. 7838, 1919; RGS

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Posted 4:30 p.m. on October 17, 2017

Attachment #7

217; CGL 252; s. 4, ch. 26870, 1951; s. 15, ch. 28156, 1953; s. 1, ch. 59-140; s. 1, ch. 63-479; sPagerB.of 2-98; s. 1, ch. 67-510; s. 11, ch. 69-216; s. 1, ch. 69-300; (4) formerly s. 14, Art. XVIII of the Constitution of 1885, as amended; converted to statutory law by s. 10, Art. XII of the Constitution as revised in 1968; s. 1, ch. 73-47; s. 18, ch. 73-334; s. 1, ch. 77-102; s. 12, ch. 77-175; s. 1, ch. 78-321; s. 21, ch. 79-164; s. 14, ch. 85-226; s. 1, ch. 88-85; s. 14, ch. 89-338; s. 545, ch. 95-147; s. 11, ch. 98-129; s. 20, ch. 2007-30. Note. – Former s. 98.05.

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Home / Events

# 2018 - 104th ICMA Annual Conference

September 23 - 26, 2018 02:00 pm - 02:00 pm Baltimore, Maryland

# CONFERENCE

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# **Overview**

The ICMA Annual Conference is the largest annual event in the world for local government managers and staff.

Each year, through its highly praised Annual Conference, ICMA offers an abundance of educational, information-sharing, and networking tools to help you manage your community in today's complex environment. Especially in challenging times such as these, the tools, tips, information, and resources you pick up at the conference -- in addition to the opportunities for professional and personal renewal and networking -- are more important than ever.



# **Event Details**

### When

September 23 - 26, 2018 02:00 pm - 02:00 pm

### Where

Baltimore, Maryland

### Price

Member Price: Not available

Non-Member: Not available

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### LEON COUNTY BOARD OF COUNTY COMMISSIONERS MEMORANDUM

DATE: August 9, 2017

TO: All County Employees

FROM: Vincent S. Long, County Administrator

SUBJECT: 2018 Holiday Schedule

The schedule below reflects the holiday schedule for 2018.

<u>Holiday</u>	Date Observed
New Year's Day 2018	Monday, January 1, 2018
Martin Luther King Jr. Day	Monday, January 15, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Veteran's Day	Monday, November 12, 2018 (Actual Sun. Nov. 11)
Thanksgiving Day	Thursday, November 22, 2018
Friday after Thanksgiving	Friday, November 23, 2018
Christmas Eve	Monday, December 24, 2018
Christmas Day	Tuesday, December 25, 2018
New Year's Eve	Monday, December 31, 2018
New Year's Day 2019	Tuesday, January 1, 2019

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

cc: Board of County Commissioners Constitutional Officers

### 2018 Planning Department Comprehensive Plan Meetings

### All meetings are held on a Tuesday:

Dec. 5, 2017	6:00 p.m.	Planning Commission Public Hearing at the Renaissance Center
Jan. 23, 2018	1:00 p.m.	Joint City/County Workshop on the 2018 Cycle Comprehensive Plan Amendments at the County Commission Chambers
Feb. 27, 2018	6:00 p.m.	Joint City/County Adoption Hearing for Small Scale Amendments and Transmittal Hearing for Large Scale Amendments on the 2018 Cycle Comprehensive Plan Amendments <i>at the County Commission Chambers</i>
April 10, 2018	6:00 p.m.	Joint City/County Adoption Hearing For Large Scale Amendments on the 2018 Cycle Comprehensive Plan Amendments <i>at the County Commission Chambers</i>



### Blueprint Intergovernmental Agency Board of Directors Agenda Item

### TITLE: Proposed 2018 Meeting Schedule for Blueprint Intergovernmental Agency Board of Directors, Citizen Advisory Committees, and Technical Assistance Committees

Date: September 19, 2017

Contact: Blueprint and OEV

Requested By: Blueprint and OEV Staff

Type of Item: Consent

### **STATEMENT OF ISSUE:**

This Agenda Item lists the proposed 2018 meeting dates for the Blueprint Intergovernmental Agency Board of Directors, Citizen Advisory Committees, and Technical Assistance Committees.

### SUPPLEMENTAL INFORMATION:

Blueprint Intergovernmental Agency Board (Tallahassee City Commission Chambers)

- Thursday, March 1, 2018, from 3:00-5:00 PM
- Thursday, June 21, 2018, from 3:00-5:00 PM
- Thursday, September 20, 2018, from 5:00-8:00 PM (FY 2018 Budget Public Hearing at 5:30 pm)
- Thursday, December 13, 2018, from 3:00-5:00 PM

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

- Monday, February 12, 2018
- Monday, April 16, 2018
- Monday, June 4, 2018
- Tuesday, September 4, 2018*
- Monday, November 26, 2018

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

- Thursday, February 15, 2018
- Thursday, April 19, 2018
- Thursday, June 7, 2018
- Thursday, September 6, 2018
- Thursday, November 29, 2018

Blueprint Intergovernmental Agency Board of Directors Meeting Item Title: Proposed 2018 Meeting Schedule for Blueprint Intergovernmental Agency Board of Directors, Citizen Advisory Committees, and Technical Assistance Committees Page 2 of 2

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

- Thursday, January 18, 2018
- Thursday, April 19, 2018
- Thursday, July 12, 2018
- Thursday, October 11, 2018

Economic Vitality Competitiveness Committee (Location TBD, from 11:30 to 1:30 pm)

- Thursday, February 1, 2018
- Thursday, May 3, 2018
- Thursday, August 2, 2018
- Thursday, November 1, 2018

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

- Thursday, March 13, 2018
- Thursday, June 12, 2018
- Thursday, September 11, 2018
- Thursday, December 11, 2018

Action by TCC and CAC: This item was presented to the TCC and the CAC at their September 5, 2017 and September 7, 2017 meetings, respectively. The CAC recommended approval of Option 1, consistent with staff's recommendation. The TCC concurred with staff's recommendation.

## OPTIONS: INTERGOVERNMENTAL AGENCY

- Option 1: Approve the proposed 2018 Meeting Schedule for the Blueprint Intergovernmental Agency Board of Directors, Citizen Advisory Committees, and Technical Assistance Committees.
- Option 2: Board Guidance.

### **RECOMMENDED ACTION:**

Option 1: Approve the proposed 2018 Meeting Schedule for the Blueprint Intergovernmental Agency Board of Directors, Citizen Advisory Committees, and Technical Assistance Committees.

Attachment #12 Page 1 of 2



#### Agenda Item Details

Meeting	Sep 25, 2017 - CRA Board Meeting
Category	4. Consent Items
Subject	4.02 Approval of 2018 Community Redevelopment Agency Board Meeting Schedule Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Туре	Action (Consent)
Fiscal Impact	No
Recommended Action	Option 1: Approve the proposed 2018 CRA Board meeting schedule.

#### Public Content

For more information, please contact: Stacey Peter, Tallahassee CRA, (850) 891-8356

#### Statement of Issue

In coordination with City, County, CRTPA and Blueprint 2000 staffs, staff has prepared a proposed meeting schedule of the Community Redevelopment Agency (CRA) Board for calendar year 2018. In preparing the meeting schedule, staff attempted to schedule CRA Board meetings during the same week (but not the same day) as County and City Commission meetings, and not on the same day as CRTPA or Blueprint 2000 IA meetings. For calendar year 2018, CRA Board meetings will continue to be held bi-monthly on Thursday, from 9:30 to 11:30 AM in the City Commission Chambers. There will be an evening meeting and public hearing in September for adoption of the CRA FY 2019 Budget. The full CRA 2018 meeting schedule is contained in the main body of this agenda item.

If adopted, the proposed schedule will be noticed in the Tallahassee Democrat prior to the start of 2018. A meeting notice will be posted on the CRA's webpage within the City's website prior to each meeting. If there are no actions for the Board to consider at a scheduled meeting staff will recommend the meeting be canceled. Changes to the dates may be required to accommodate needs of the Board members.

#### **Recommended** Action

Option 1 - Approve the proposed 2018 CRA Board meeting schedule.

#### Fiscal Impact

None

#### Supplemental Material/Issue Analysis

#### History/Facts & Issues

In coordination with City, County, CRTPA and Blueprint 2000 staffs, CRA staff has prepared the proposed 2018 CRA monthly meeting provided below. Staff scheduled the meetings to avoid same day conflicts with County and City Commission meetings, as well as CRTPA or Blueprint 2000 IA meetings. Similar to 2017, board meeting are scheduled bi-monthly. For calendar year 2018, three of the bi-monthly CRA Board meetings will be held on the fourth Thursday of each month, from 9:30 to 11:30 AM in the City Commission Chambers. The remaining meeting dates have been adjusted to reflect City and/or County Commission meeting conflicts and the evening meeting and public hearing in September for adoption of

the CRA FY 2019 Budget.

The complete, proposed 2018 meeting schedule is provided below, along with a brief explanation of proposed dates that are not scheduled for the fourth Thursday of the month at 9:30 am.

- Thursday, January 25, 2018 at 9:30 am.
- Thursday, March 22, 2018 at 9:30 am.
- Thursday, May 24, 2018 at 9:30 am.
- Monday, July 9, 2018 at 9:30 am. This is the second Monday of July. The City and County Commission meetings are tentatively scheduled for this week.
- <u>August.</u> No CRA Board meeting is proposed for August due to County and City Commission's summer breaks.
- <u>Thursday, September 13, 2018 at 4:00 pm.</u> The meeting date is the second Thursday of the month, and the CRA Board meeting time will start at 4:00 PM with a public hearing to adopt the CRA budget at 6:00 pm.
- <u>Thursday, November 15, 2018 at 9:30 am.</u> This is the third Thursday of November; the fourth Thursday is Thanksgiving. The City Commission meeting is tentatively scheduled for this week.

If adopted, the proposed schedule will be noticed in the Tallahassee Democrat prior to the start of 2018. A meeting notice will be posted on the CRA's webpage within the City's website prior to each meeting. If there are no actions for the Board to consider at a scheduled meeting, staff will recommend the meeting be canceled. Changes to the dates may be required to accommodate needs of the Board members.

### **Options**

1. Approve the proposed 2018 CRA Board meeting schedule.

2. Do not approve the proposed 2018 CRA Board meeting schedule; provide staff with alternate direction.

### Attachments/References

None

### 2018 Capital Regional Transportation Agency Meetings

Jan 16	Tuesday	1:00 – 3:00 p.m.
Feb 20	Tuesday	1:00 – 3:00 p.m.
Mar 19	Monday	1:00 – 3:00 p.m.
Apr 17	Tuesday	9:00 a.m. (Board Workshhop)
May 15	Tuesday	1:00 – 3:00 p.m
June 18	Monday	1:00 – 3:00 p.m
Sept 18	Tuesday	1:00 – 3:00 p.m
Oct 16	Tuesday	9:00 a.m (Board Workshop)
Nov 19	Monday	1:00 – 3:00 p.m
Dec 18	Tuesday	1:00 – 3:00 p.m

*Final Dates to be approved on November 21, 2017

# Leon County Board of County Commissioners

Notes for Agenda Item #7

# Leon County Board of County Commissioners

### Agenda Item #7

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title:Citizen Charter Review Committee Additional Appointment and Approval to<br/>Waive a Conflict of Interest

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

### **Statement of Issue:**

This agenda item seeks to ratify Commissioner Desloge's appointment of Casey Perkins to the Citizens Charter Review Committee thereby waiving the conflicting employment relationship.

### Fiscal Impact:

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Ratify Commissioner Desloge's appointment of Casey Perkins to the Citizens Charter Review Committee thereby waiving the conflicting employment relationship as disclosed in Disclosure Form 4A (Attachment #1). Title: Citizen Charter Review Committee Additional Appointment and Approval to Waive a Conflict of InterestOctober 24, 2017Page 2

#### **Report and Discussion**

### **Background:**

At the October 10, 2017 meeting, the Board approved the appointment of 14 citizens to the Citizens Charter Review Committee. Each Commissioner appointed two members to the Committee and the Board ratified the appointments with a majority vote. Citizen applications were included in the agenda item; however, the application for Casey Perkins, whose application was received after the agenda was finalized, was reviewed by the office of the County Attorney and staff was advised that Mr. Perkins would need to complete the Disclosure Form 4A.

### Analysis:

Subsequent to the meeting, Casey Perkins submitted a Disclosure Form 4A thereby completing his application. Casey Perkins is employed by the Florida Association of County, which has a contractual relationship with the Board, per the County's annual membership to the Association. Per Florida Statute 112.313, the Board has the authority to appoint and waive the conflict of interest for Mr. Perkins by a two-thirds vote.

### **Options:**

- 1. Ratify Commissioner Desloge's appointment of Casey Perkins to the Citizens Charter Review Committee thereby waiving the conflicting employment relationship as disclosed in Disclosure Form 4A (Attachment #1).
- 2. Do not ratify Commissioner Desloge's appointment of Casey Perkins to the Citizens Charter Review Committee and do not waive the conflicting employment relationship as disclosed in Disclosure Form 4A.
- 3. Board direction.

### **Recommendation:**

Option #1.

### Attachment:

1. Casey Perkin's application, resume and Disclosure Form 4A

### ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMEN^{A#achment #1} CITIZEN CHARTER REVIEW COMMITTEE

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.				
Name: Casey Perkins	Date: 10/10/2017	2·48·04PM		
	il: caseytperkins@gma			
	ATION OF COUNTIES			
Preferred mailing location: Work Address Work Address: 100 SOUTH MONROE STREET				
City/State/Zip:       TALLAHASSEE,FL 32301         Home Address       415 SAINT FRANCIS STREET         UNIT 139				
City/State/Zip: TALLAHASSEE,FL 32301				
Do you live in Leon County?YesIf yes, do you live within the City limits?Do you own property in Leon County?NoIf yes, is it located within the CitFor how many years have you lived in and/or owned property in Leon County?	Yes y limits? No 32 years			
Are you currently serving on a County Advisory Committee? No If yes, on what Committee(s) are you a member?				
Have you served on any previous Leon County committees?       No         If yes, on what Committee(s) are you a member?       No				
The Citizen Charter Review Committee will convene on November 9, 2017 and meet weekly on Thursdays thereafter for a period of no more than 120 days to review the County Charter and propose any amendments or revisions for consideration by the Board for placement on the 2018 General Election Ballot. Are you able to serve on the Committee for this length of time and attend meetings regularly?				
(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:				
In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.				

References (vou must pro	ovide at least one personal	reference who is not a	family member):

Name: GINGER DELEGAL

Address: 100 SOUTH MONROE STREET

Telephone: 850-922-4300

Attachment #1 Page 2 of 5

Name: MARY BETH VICKERS Address: 400 SOUTH MONROE STREET

Telephone: 850-717-9511

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION

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

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

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

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? Yes

If yes, please explain. MY EMPLOYER REPRESENTS ALL 67 FLORIDA COUNTIES STATEWIDE, AND ADVOCATES ON THEIR BEHALF TO THE STATE AND FEDERAL GOVERNMENTS

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

6.) Do you currenty have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? No

If yes, please explain.

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

Signature: Casey Perkins

This application was electronically sent: 10/10/2017 2:48:04PM

### CASEY THOMAS PERKINS

3674 UNCLE GLOVER ROAD, TALLAHASSEE FL 32312 | 850.264.4527 | EMAIL: CASEYTPERKINS@GMAIL.COM

#### EDUCATION

Georgetown University, Washington, D.C. Master of Public Policy; August 2010

Rhodes College, Memphis, TN Bachelor of Arts, International Studies; May 2008

American University, Washington, D.C. Washington Semester Program, Fall 2006

Additional Honors:	Dean's List: Fall 2005, Fall 2006
	Dean's Scholarship Award (Washington Semester Program) Sigma Iota Rho Honor Society for International Studies
Study Abroad:	Spain; Summer 2005 Bosnia, Serbia, Croatia; Fall 2006
Additional Travel:	Taiwan; Summer 1993, Summer 1995 Hong Kong; Summer 1995 United Kingdom; Fall 2012
Computer Skills:	Proficient in Microsoft Word, Excel, Access, PowerPoint, Adobe Acrobat and Nitro PDF Professional, Statistical Analysis Software (SAS), STATA

#### EMPLOYMENT

- Executive Office of the Governor Rick Scott-Office of Policy & Budget, Tallahassee, FL Health & Human Services Deputy Policy Coordinator, April 2016 - present Supervisor: Ms. Mary Beth Vickers, Policy Coordinator Supervisor Phone: 850-717-9511 Supervisor Email: <u>MaryBeth.Vickers@laspbs.state.fl.us</u>
- Executive Office of the Governor Rick Scott-Office of Policy & Budget, Tallahassee, FL Health & Human Services Policy Chief, February 2014 - March 2016 Supervisor: Mr. Michael Anway, Policy Coordinator Supervisor Phone: 850-425-5621 Supervisor Email: <u>Michael.Anway@hklaw.com</u>
- Executive Office of the Governor Rick Scott-Office of Policy & Budget, Tallahassee, FL Health & Human Services Policy & Budget Analyst, March 2011 – February 2014 Supervisor: Ms. Robyn Forbes, Budget Chief Supervisor Phone: 850-487-5140 Supervisor Email: <u>Robyn.Forbes@laspbs.state.fl.us</u>
- * Duties have included (but are not limited to): drafting communications documents (i.e., press releases), drafting legislative and budget proposals, lobbying the Florida Legislature on the Governor's behalf, meeting with outside stakeholders and interest groups on the Governor's behalf, reviewing legislative and budget proposals from six State agencies, producing the Governor's annual Recommended State Budget, and analyzing bills moving through the Legislature during Session.

### FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

Reckins (	AME - MIDDLE INITIAL		Appointee
MAILING ADDRESS		Tallahasse, FL 32301	AGENCY OR ADVISORY BOARD Citizen Charter Review Committee
CITY	ZIP	COUNTY	ADDRESS OF AGENCY
Tallahassee	32301	Lean	301 South Manroe St.

#### HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- Fill out Part A or Part B, as applicable.
- Sign and date the form on the reverse side.
- File Part A with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- File Part B with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

#### PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

#### WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

#### PLEASE COMPLETE THE FOLLOWING:

- 1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - (X) The reporting person;

( ) The spouse of the reporting person, whose name is _____; or

- ( ) A child of the reporting person, whose name is _
- 2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
  - ( ) Supplying the following realty, goods, and/or services: (escarch, education, advocacy
  - () Regulation of the business entity by the governmental agency served by the advisory board member.
- 3. The following business entity is doing business with or regulated by the governmental agency:

Florida Association of Counties

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:

() Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of

the assets of capital stock in such business entity; (>) Employee; () Contractual relationship with the business entity; () Other, please describe:

: 01

#### PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

#### PLEASE COMPLETE THE FOLLOWING:

- 1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - () The reporting person;
  - ( ) The spouse of the reporting person, whose name is ______
  - ( ) A child of the reporting person, whose name is ____
- 2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:
- 3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY)

(ADDRESS OF ENTITY)

- 4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
  (a) Officer (a) Portner (b) Portner (c) Portne
  - () Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets or capital stock in such business entity; () Employee; () Contractual relationship with the business entity; () Other, please describe:

#### SIGNATURE

SIGNATURE DATE SIGNED DATE FILED Casey Perhine 10/12/2017

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES 6. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10.000.

# Leon County Board of County Commissioners

Notes for Agenda Item #8

# Leon County Board of County Commissioners

# Agenda Item #8

October 24, 2017

**To:** Honorable Chairman and Members of the B_p ard

From: Vincent S. Long, County Administrator

Title:FY 2018 Primary Healthcare Provider Contracts

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

#### **Statement of Issue:**

This item seeks Board approval of the annual contracts with the Primary Healthcare Program providers to provide underinsured and uninsured Leon County residents access to primary, dental and mental healthcare services. These contracts also leverage County funds with the Federal Low Income Pool program to generate an additional \$440,903 for our local federally qualified health centers.

# **Fiscal Impact:**

This item has a fiscal impact. A total of \$1,737,094 has been allocated in the FY 2018 budget for the Primary Healthcare Program of which \$1,323,768 was dedicated to the Competitive Provider Reimbursement Pool. The remaining funds, \$431,326 have been allocated for specialty care services and supplies. The Board recently approved the realignment of \$270,231 of the pooled funds to serve as a grant match to support the federal qualified health centers access to Low Income Pool funds, which will result in an additional \$440,903 for primary healthcare services. Prior to that, the Board approved the realignment of \$150,000 from Pool funds allocated for mental healthcare to serve as a grant match which leverage \$1.5 million from the State to establish a new Central Receiving Facility.

#### **Staff Recommendations:**

Option #1: Approve the Primary Healthcare Program for FY 2018 and the Agreements with Bond Community Health Center (Attachment #1), Neighborhood Medical Center (Attachment #2), Apalachee Center, Inc. (Attachment #3), Capital Medical Society Foundation/We Care Network (Attachment #4), and the Florida A&M University College of Pharmacy (Attachment #5) and authorize the County Administrator to execute.

#### **Report and Discussion**

#### **Background:**

Leon County's Primary Health Care Program was created to provide uninsured and underinsured residents access to primary healthcare services. To meet this objective the County utilizes a combination of funding strategies and County contracts annually with five community-based providers: Bond Community Health Center (Attachment #1), (Attachment #2), Apalachee Center, Inc. (Attachment #3), Capital Medical Society Foundation/We Care Network (Attachment #4), and the Florida A&M University College of Pharmacy (Attachment #5).

As patient and provider needs change, Leon County continues to engage its community partners to ensure County residents have access to quality healthcare that meets the industry standard. In keeping with this commitment, on September 20, 2016, the Board approved the Apalachee Center, Inc. (Apalachee Center), request for a letter of support and commitment to provide \$150,000 in match funding over a five year period to secure \$1.5 million from the State to establish a Central Receiving Facility (CRF). The CRF, housed on the Apalachee Center campus, began operating in June, 2017 and serves as the single point of entry for multiple behavioral health providers. CRF staff conducts initial assessments and triage, as well as provide case management and related services, including jail diversion programs for individuals with mental health or substance abuse disorders.

Similarly, at the July 11, 2017 the Board approved support for the Bond Community Health Center (Bond) and the Neighborhood Medical Center (NMC) request for respective letters of support and commitment to provide match funding in the amount of \$139,030 and \$131,201, respectively to allow them access to Low Income Pool (LIP) funds. LIP funds are federal dollars available to hospitals, rural health clinic, and federally qualified health centers (FQHCs) to assist with primary healthcare services for the uninsured. The LIP funds are administered by the Florida Agency for Health Care Administration (AHCA). In accordance with the criteria, Leon County will advance the requested funding to the AHCA via an Intergovernmental Transfer no later than October 31, 2017. Subsequently, AHCA will advance Bond and NMC LIP a combined total of \$440,903 (\$223,216 and \$210,646, respectively) along with the County's match funds.

The County also contracts with Capital Medical Society/We Care Network, FAMU Pharmacy Pharmaceutical Services and FAMU Pharmacy Diabetes Partnership to pay for associated staffing and personnel expenses in providing pharmaceutical supplies and medical services to County residents.

This item is essential to the following FY 2017-FY2021 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

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

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

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

A description of each provider's FY 2017 activities and services as well as the respective funding strategies, is provided in the analysis.

# Analysis:

As stated, Leon County's Primary Healthcare Program provides patient care, pharmaceutical and medical services to uninsured and underinsured residents by contracting with five local healthcare service providers.

#### Bond, NMC and Apalachee Center – Competitive Provider Reimbursement Pool

Three providers, Bond, NMC and Apalachcee Center, share access to funds allocated for the provision of primary health, dental and mental health services utilizing a Competitive Provider Reimbursement Pool. Under this strategy, the funding follows the patient and gives each provider the opportunity to receive reimbursement payments from the County for each qualified patient visit they provide and encourages a level playing field for all providers to access the funds. Providers are eligible to receive reimbursement for services at a rate of \$125 for each primary or dental healthcare visit and \$80 for each mental health visit. However, as discussed in the background, since implementation of this model, the Board has supported requests from these agencies to access a portion of the funds to leverage additional dollars.

Table #1 illustrates the FY 2017 and the proposed strategy for FY 2018 for providers funded through the Reimbursement Pool based on their requests for grant match funding.

Table #1 Competitive Provider Reimbursement PoolFunding Strategy for FY 2017 and Proposed for FY 2018					
Healthcare Service Area	vice FY 2017 Total 2018 thru Pool after FY 2018 Tot			FY 2018 Total	
Primary	\$759,015	¹ \$270,231	\$488,784	\$759,015	
Dental	\$300,000	\$0	\$300,000	\$300,000	
Mental	\$264,753	² \$150,000	\$114,753	\$264,753	
Total	\$1,323,768	\$420,231	\$903,537	\$1,323,768	

¹ The Board's support of the requests for match funding from Bond and NMC will yield a combined total of an additional \$440,903 in Low Income Pool funds.

^{2.} Support of Apalachee Center's request resulted in and additional \$1.5 million to establish the Central Receiving Facility. Bond and NMC will not be eligible to access the competitive reimbursement pool until all funds advanced as match dollars have been expended and documentation provided to the County. In keeping with the requirements of previous contracts, each provider must submit documentation to establish the patient's proof of residency and eligibility.

Funds allocated for patient dental services will not be impacted. As approved by the Board at the May 9, 2017 meeting, the proposed FY 2018 Agreements clarify the scope of work for dental services eligible for reimbursement.

Table #2 summarizes the number of patient visits and amount reimbursed in each service area by provider from October 1, 2016 through August 31, 2017. The activities and reimbursements provided for in the last month of FY 2017 are not yet available.

Table #2: Competitive Provider Pool Patient Visits and Payment Summary         (October 2016 – August 2017)								
	Primary Healthcare Mental		l Health	Dental Care		Total		
Provider	# of Patient Visits	Payment Amount						
Apalachee	302	\$37,750	1,729	\$138,320	-	\$-	2,031	\$176,070
Bond	1,441	\$180,125	114	\$9,120	1,471	\$183,875	3,026	\$373,120
NMC	2,804	\$350,500	341	\$27,280	929	\$116,125	4,074	\$493,905
Sub Total	4,547	\$568,375	2,184	\$174,720	2,400	\$300,000	9,131	\$1,043,095
Apalachee Center Central Receiving Facility (commenced July 1, 2017)		\$25,000				\$25,000		
Total Payment from Pool				\$1,068,095				

# Specialty Care and Pharmaceutical Services

In addition to the \$1.3 million allocated to the Primary Healthcare Program for the Competitive Pool, as reflected in Table #3 the County allocated \$413,326 for specialty care and pharmaceutical services. No substantive changes to the FY 2018 Agreements with Capital Medical Society Foundation/We Care Network (We Care) and FAMU's College of Pharmacy Pharmaceutical and Diabetes Partnership Programs (FAMU) are recommended at this time.

Table #3: Primary Healthcare Program FY 2018 Specialty CareFunding			
Service Provider	FY 2018 Funding		
Capital Medical Society Foundation/WeCare Network	\$168,826		
FAMU Pharmacy Pharmaceutical Services	\$177,500		
FAMU Pharmacy Diabetes Partnership	\$67,000		
Total	\$413,326		

# Capital Medical Society Foundation/We Care Network (WeCare)

WeCare utilizes a network of volunteer specialty physicians to address patient medical and dental services that cannot be addressed by a primary care physician. Specialty physician services include, but are not limited to cardiology, neurology, internal medicine, orthopedic and orthodontic care. The value of donated services are documented by the donating providers, including hospitals, physicians, and laboratories through detailed, itemized invoices of services provided related to the diagnosis for which the patient was referred. As with the FY 2017 Agreement, WeCare will submit invoices not to exceed \$14,069 monthly. Table #4 illustrates the number of patient referrals and the value of the donated specialty care to County residents through August of FY 2017.

Table #4: Capital Medical Society/WeCare(October 2016-August 2017)			
Specialty Medical Care			
# of patients referred	1,209		
Value of donated specialty medical care	\$3,979,587.40		
Specialty Dental Care			
# of patients referred	464		
Value of donated dental care	\$123,961.45		
Total value of medical and dental care	\$4,103,548.85		

# FAMU College of Pharmacy Pharmaceutical Services and Diabetes Partnership Programs

The FAMU Pharmacy Pharmaceutical Services provides coordinated and unified pharmacy services for County residents who receive healthcare services through NMC, Tallahassee Memorial Healthcare and Capital Regional Medical Center. The Diabetes Partnership addresses morbidity and mortality of African Americans with Type 2 diabetes. The Diabetes Partnership provides coordinated services between FAMU, Bond, and NMC. FAMU operates the program through its College of Pharmacy and Center for Health Equity. Bond and NMC refer patients for assessment and assistance in creating a personal health care plan to improve diabetes related clinical outcomes and patient compliance with prescribed treatment plans. Funding under this agreement supports staffing costs, which includes five positions in the pharmaceutical services to receive funding. A summary of the prescriptions filled and the retail value is provided below in Table #5.

Table #5: FAMU Pharmacy (October 2)	2016- August 2017)
# of patient prescriptions filled	8,205
Retail value of prescriptions	\$523,407
#of diabetes related medications	
provided to patients	178
Retail value of diabetes related	
medications provided to patients	\$2,119,783

### **Options:**

- Approve the Primary Healthcare Program for FY 2018 and the Agreements with Bond Community Health Center (Attachment #1), Neighborhood Medical Center (Attachment #2), Apalachee Center, Inc. (Attachment #3), Capital Medical Society Foundation/We Care Network (Attachment #4), and the Florida A&M University College of Pharmacy (Attachment #5) and authorize the County Administrator to execute.
- 2. Do not approve the Primary Healthcare Program for FY 2018 and the Agreements with Bond Community Health Center, Neighborhood Medical Center, Apalachee Center, Inc., Capital Medical Society Foundation/We Care Network, and the Florida A&M University College of Pharmacy.
- 3. Board direction.

#### **Recommendation:**

Option #1.

#### Attachments:

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

#### PRIMARY HEALTHCARE SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of October 2017, is by and between Leon County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and Bond Community Health Center, Inc. (hereinafter the "Provider"), collectively, the "Parties".

#### RECITALS

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

WHEREAS, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool Primary Healthcare category in the amount of \$903,537, of which up to \$488,784 may be used for primary care visits, up to \$300,000 may be used for dental care visits, and up to \$114,753 may be used for mental health visits to the Provider and to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

WHEREAS, the County authorized and approved to provide matching funds up to \$139,030, on behalf of the Provider to be distributed to the Agency for Health Care Administration's (AHCA) to allow the Provider access to Low Income Pool (LIP) funding; and

WHEREAS, the County desires to engage the Provider to render services, and the Provider desires to render, certain primary and mental health care services to such County residents as specifically described in Attachment I hereto; and

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

#### 1. <u>TERM</u>

This Agreement shall be effective commencing October 1, 2017 and shall continue until September 30, 2018.

#### 2. <u>SCOPE OF SERVICES</u>

The Provider shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and by reference made a part here of Provider.

#### 3. <u>WORK</u>

The Provider shall perform primary, dental and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary, dental and mental health care standards. No amount of work is provided for or guaranteed to the Provider under this Agreement.

# 4. <u>CONTRACT SUM</u>

- a. The County shall advance \$139,030 of the funds from the Primary Healthcare Competitive Provider Pool to the Florida Agency for Health Care Administration on behalf of the Provider as grant match funds which will leverage an additional \$223,216 in federal funds for the Provider to provide services. The Provider must provide proof of expending the total amount of the advanced funds by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits that is required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining in the Primary HealthCare Competitive Pool.
- b. The Provider may access only the remaining Primary Care funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; \$80 per patient visit for Mental Health Care.

#### 5. PAYMENTS AND REIMBURSEMENT OF PAYMENTS

Payment shall be made and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

- a. Prior to submission of the Primary Care monthly invoice, the Provider shall input all client data, and all client eligibility documentation, including but not limited to the required fields into the County's HSCP Management System as specified in Attachment I, Section 3b.
- b. All Primary Care invoices shall be generated through the HSCP Management System. Services are reimbursed when a properly completed invoice is provided to the County. The method and amount of compensation to the Provider for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
- c. The Provider shall be compensated on a reimbursement basis for invoices supporting the primary healthcare visits submitted in the HSCP Management System which includes proof of proper documentation loaded into the System after LIP funding is exhausted with AHCA.
- d. Funding provided in this Agreement shall be prioritized so that designed Intergovernmental Transfers (IGT) funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes. The Provider shall request reimbursement for Primary Care visits once \$139,030 in LIP match funding is exhausted.

- e. In the event the Provider fails to meet the established performance goals for LIP funding, Provider agrees to reimburse the County any unspent funds
- f. In the event the Provider does not expend the total funds advanced in the amount of \$139,039, Provider shall reimburse the County the remaining funds.
- g. Upon expending the total amount advanced, the Provider may access the funds remaining in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; and \$80 per patient visit for Mental Health care.
- h. Since services for insurance (Medicaid) clients are reimbursed, the Provider will not be paid for any services provided to Medicaid eligible clients. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
- i. The County shall be reimbursed for any payment for services are not performed according to the terms of this Agreement.

# 6. <u>PROGRAM INCOME</u>

In the event the Provider receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the income. All provisions of this Agreement shall apply to such specified services.

# 7. <u>TERMINATION</u>

The County may terminate this Agreement without cause, by giving the Provider not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Provider such thirty (30) days written notice if, in the opinion of the County, the Provider is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Provider.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

# 8. <u>INDEMNIFICATION</u>

The Provider 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 Provider, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees and costs. The County may, at its sole option, defend itself or require the Provider to provide the defense. The Provider acknowledges that ten dollars (\$10.00) of the amount paid to the Provider is sufficient consideration of the Provider's indemnification of the County.

#### 9. <u>AUDITS, RECORDS, AND RECORDS RETENTION</u>

The Provider agrees:

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

- 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Provider does not transfer the records to the County.
- 4. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the Services required hereunder. If the Provider transfers all public records to the County upon termination of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon termination of the Agreement, the Provider requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 5. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Leon County Human Services and Community Partnerships ATTN: Tiffany Harris, Healthcare Services Coordinator 918 Railroad Avenue Tallahassee, Florida 32310 PHONE: 850-606-1900 EMAIL: HarrisTi@leoncountyfl.gov

#### 10. <u>NOTICE</u>

- a. Upon execution of the Agreement, the Provider shall provide in writing, the name of the Provider's staff member who will be responsible for the submission of all Provider's records, reports, invoices or documents to the County necessary for the administration of this Agreement.
- b. All other related correspondence, documents, records or reports shall be submitted to:

Leon County Office of Human Services and Community Partnerships Tiffany Harris, Healthcare Services Coordinator 918 Railroad Avenue Tallahassee, Florida 32310 Phone: 850-606-1900 Email: <u>HarrisTi@leoncountyfl.gov</u>

if not otherwise provided electronically.

c. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Provider:

Name:	
Address:	

Notice to the County:

Leon County Office of Human Services and Community Partners Shington Lamy 918 Railroad Avenue Tallahassee, Florida 32310

#### 11. <u>CONTRACT MANAGEMENT</u>:

a. The Tiffany Harris, Health Services Coordinator, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Primary Healthcare Services rendered by the Provider hereunder, unless or until a written notice is provided to the Provider stating otherwise. b. No officer, employee, agent or representative of the Provider shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.

For the purpose of this section, a Provider's representative shall include, but not be limited to, the Provider, if an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Provider.

The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

#### 12. <u>MONITORING</u>

The County will monitor the performance of the Provider annually with respect to completion of the services identified in Attachment I: Statement of Provider Services. The Provider shall 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 the Provider's 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.

The County reserves the right to conduct financial and program monitoring of all awards to the Provider and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

#### 13. <u>REPORTS</u>

The Provider shall submit a monthly report of Primary Care services and reimbursements though the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

The Provider shall submit a copy of its completed 2017 Uniform Data System (UDS) Report to the County by March 31, 2018.

#### 14. INSURANCE

The Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Provider. Such insurance shall be in accord with the following:

a. Minimum Limits of Insurance

Provider 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.
- 2. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (*Non-owned, Hired Car*).
- 3. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. *Waiver of Subrogation in lieu of Additional Insured is required.*
- 4. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- 5. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Provider may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)year period.
- 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 Provider 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, Automobile Liability and Event Liability Coverages (*County is to be named as Additional Insured*).
  - a. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Provider, including the insured's general supervision of the Provider; products and completed operations of the Provider; premises owned, occupied or used by the Provider; or automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Provider's insurance coverage shall be primary insurance as respects the County, it 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 Provider's insurance and shall not contribute with it. Provider hereby waives subrogation rights for loss or damage against the county.
  - 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 Provider's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Provider.
- 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

Provider 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

Provider 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 hereinabove.

#### 15. <u>MISCELLANEOUS PROVISIONS</u>

a. Status

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

b. Conflicting Employment

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

c. Licenses

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

#### d. Assignments

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

e. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, Provider hereby certifies that to the best of his knowledge and belief neither Provider nor its affiliates have been convicted of a public entity crime. Provider 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 Provider shall be cause for termination of this Agreement by the County.

f. Unauthorized Alien(s) And E-Verify

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

- 1. Provider agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Provider 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. Provider 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 Provider and the subcontractor, whichever is later. The Provider shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
- 3. Provider 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 Provider to perform employment duties within Florida; and (b) all persons (including

subcontractors) assigned by Provider to perform work pursuant to the Agreement.

- a. Provider must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Provider to perform employment duties within Florida within 3 business days after the date of hire.
- b. Provider must initiate verification of each person (including subcontractors) assigned by Provider 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. Provider further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
- 5. Compliance with the terms of this <u>Employment Eligibility</u> <u>Verification</u> provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.
- g. 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.

h. Modifications

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

i. Venue

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

j. Construction

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

#### k. Compliance With Anti-Discrimination Legislation

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

1. Headings In This Agreement

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

m. Severability

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

n. Force Majeure

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

o. Survival of Obligations

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

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

q. Sovereign Immunity

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

- r. Dispute Resolution
  - 1. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 14 and disputes related to payments, which shall be addressed and resolved in accordance with Section 6.
  - 2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
    - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
    - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
    - c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Provider's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
    - d. Should the Director and the Provider's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Provider's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
    - e. If the County Administrator and the Provider's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then

either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

s. Attorneys' Fees and Costs.

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

#### 16. <u>ALL TERMS AND CONDITIONS INCLUDED</u>

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

# [THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY] [SIGNATURE PAGE FOLLOWS THIS PAGE]

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

# LEON COUNTY, FLORIDA

**Bond Community Health Center, Inc.** 

BY:_____

Vincent S. Long County Administrator BY:_____ [insert name]

County / Idministrator

Date:_____

As its:_____
Date: _____

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

BY:_____

Approved as to Form: Leon County Attorney's Office

BY:_____

Herbert W. A. Thiele, Esquire County Attorney

# ATTACHMENT I STATEMENT OF PROVIDER SERVICES

#### A. Services to be Provided.

1. Definition of Terms.

Program Terms.

- a. Primary Care Services. Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. Primary Care Client. A person who has been determined to be eligible for primary care services and receives any client service funded by this Agreement.
- c. Dental Care Services. Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- d. Dental Care Bundles. Comprehensive care for patients to receive all necessary dental services to include an exam and dental procedure(s) that will be completed at once visit and billed as one visit. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental bundle. (Exhibit A)
- e. 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 at an in-person office visit.
- f. Mental Health Client. A person who has been determined to be eligible for mental health services and receives any client service funded by this Agreement.
- g. Service Unit (Patient Visit). Primary Care, Dental Care and/or Mental Health visit (throughout the Agreement period) per eligible enrolled client.
- h. Adult, is any eligible client who is 18 years of age or older.
- i. Child, is any eligible client who is 17 years of age or younger.
- 2. General Description.
  - a. General Statement.

- (1) Primary Care Services must be provided in an in-person office visit which includes basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- (2) Dental Care Services must be provided in an in-person office visit which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient, along with ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- (3) Mental Health Services must be provided in an in-person office visit. The Provider will employ psychiatrists and/or advanced registered nurse practitioners (ARNP) and case managers to provide appropriate mental health services which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the mental health practitioner in the course of treating the patient, along with ambulatory care, preventive mental health services and continuing management of the mental health care needs of registered clients.
- (4) Case managers will assist eligible patients in accessing any third party payer for which they may be eligible, such as Medicaid and Florida Healthy Kids at every visit.
- (5) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (6) The Provider will provide all billable services under this Agreement at Bond Community Health Center, Inc. that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (7) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.
- b. Authority. Legal authority for contract and services – Sections 154.01, and 154.011, F.S.
- c. Scope of Service. The Provider must provide the services as specified in Section B. of this Agreement.
- d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of eligible clients in the community through the delivery of primary healthcare, dental care and mental health access to third party payers such as Medicaid or services which they may be eligible.

The goal of the Mental Health Project is to improve the health and well-being of eligible clients in the community through the delivery of integrated mental health services in the primary care setting and access to third party payers such as Medicaid or services which they may be eligible.

- 3. Clients Served.
  - a. General Description.

A Primary Care, Dental Care and/or Mental Health Client includes any person who is eligible to be a patient of Bond Community Health Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance for the service provided at the time of the patient visit.

- b. Client Eligibility.
  - (1) Eligibility for services under this Agreement is limited to those clients with net incomes less than 100% of the most current federal poverty levels established by the U.S. Department of Health and Human Services. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care, dental care or mental health clients.
  - (2) Clients eligible under this Agreement are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures and documented proof of residency.
  - (3) Clients eligible under this Agreement are limited to documented inperson office visits.
  - (4) No fees of any kind shall be charged for registered comprehensive primary care clients, dental care clients or mental health clients who are below 100% of the most current federal poverty levels for the patient visit reimbursed under this Agreement.
  - (5) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged and assisted by Provider's staff to pursue obtaining Medicaid.

- (6) 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 B).
- 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 annually; however, Medicaid eligibility must be determined at every patient visit. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income and/or Medicaid status changes.

- B. Manner of Service Provision.
  - 1. Service Tasks.
    - a. Task List.

Provider must offer the following primary care services:

- (1) Ambulatory care services for children and adults consistent with acceptable medical practice and the standards and recommendations of the American Academy of Pediatrics, the American College of Physicians, or the American Academy of Family Physicians.
- (2) Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care.
- (3) Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
- (4) Dental services must be consistent with the acceptable practice and follow the standards of care set by the American Dental Association. Provider must provide services according to the Dental Care Bundles Services established in the agreement Services must include prevention, treatment, follow up, and referral as needed. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental care bundle

- (5) Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.
- (6) The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
- (7) Clinic services must be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
- (8) Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
  - (a) Speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
  - (b) Speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner; and
  - (c) Calling an answering machine that gives the caller the telephone number of the nearest emergency room.

Provider must offer the following mental health services:

- (9) ARNPs/Psychiatrists will
  - a. provide mental health assessments
  - b. assist with Patient Assistance Program (PAP) 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 treatment plan
  - h. perform other related duties as needed
- (10) Social Workers/Case Managers will
  - a. assist clients to obtain Medicaid and/or Medicaid disability benefits

- b. valuate 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
- (11) Client Registration.

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as **Exhibit B**. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, **Exhibit C**, and a listing of the services that can be obtained through the Provider.

(12) Service Delivery.

The Provider must deliver all of the primary care, dental care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

- 2. Staffing Requirements.
  - a. Staffing Levels.

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor 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.

The Provider will maintain a personnel file for all staff provided under this Agreement. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care, dental car or mental health clients referenced in this Agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals

assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

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.

The County must be notified in writing of termination of employment of the Executive Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in **A.2.a**. above and the professional qualifications in **A.2.b**.

d. Subcontractors.

The Provider must deliver all of the primary care, dental care and mental health services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the County and will not include administrative or indirect costs as separate line items.

- 3. Service Location and Equipment.
  - a. Service Delivery Location.

The services listed above must be provided at the following location:

Bond Community Health Center, Inc. 1720 S. Gadsden Street Tallahassee, FL 32301

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times.

Clinic Hours:	
Monday and Thursday	8:00 a.m. to 7:00 p.m.
Tuesday, Wednesday, Friday	8:00 a.m. to 5:00 p.m.
1 st and 3 rd Saturday	9:00 a.m. to 1:00 p.m.

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the County. Permanent changes (exceeding two weeks) require an agreement amendment.

Provider must notify the County in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location.

The County must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment.

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

- 4. Deliverables.
  - a. Service Units.

Service units are defined as primary care, dental care or mental health visits, provided during the agreement period. The Provide may not bill multiple times for same service unit on the same day for any patient. Services are limited by the financial terms of this Agreement.

- b. Reports.
  - (1) The Provider is required, prior to submission of each monthly report, to input into the County's HSCP Management System all client data, including but not limited to the required fields and all client eligibility documentation as specified in **Attachment I**, **Section A.3.b**. of services provided under the Agreement for the reporting period. All reports and invoices shall be generated through the County's HSCP Management System.
  - (2) Monthly Service Report and Reimbursement Request Provider must submit an electronic Monthly Service Report and Reimbursement Request in the HSCP Management System on or before the 30th day of

the following month.

- Uniform Data System Reports.
   The Provider shall submit a copy of their completed 2017 Uniform Data System (UDS) Report to the County by March 31, 2018.
- (4) Quarterly Clinical and Performance Data. The provider must submit by the 15th day at the end of each quarter a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, progress toward program goals, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.
- (5) Client Satisfaction Surveys. All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.
- (6) Quality Assurance Review. The Provider must hold at least one QA Committee meeting during the term of this Agreement. Copies of the QA Committee minutes must be provided within 10 days upon request and made available for review during monitoring.
- c. Records and Documentation.

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, medical, social and financial data as well as the number and type of services received by clients of the Provider.

- 5. Performance Specifications.
  - a. Standards Definitions.

The Provider must maintain the personnel sufficient to provide for patient services as described in the Agreement.

b. Outcomes and Outputs.

The benefits that will result from this Agreement are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients 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 the clients/ patients and the community.

c. Monitoring and Evaluation Methodology.

In addition to the Agreement:

- (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 Agreement are being met. Financial records, equipment and the facility will be monitored for compliance with the Agreement.
- (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 County, in writing, plans to correct the deficiencies within 30 calendar days of receiving the County's written monitoring report. The County may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

#### 6. Provider Responsibilities.

- a. Provider Unique Activities.
  - (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the County 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 Agreement 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 Provider from the obligation to provide tasks or services as outlined in this Agreement.

#### 7. County Responsibilities

a. Obligations.

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the agreement terms are being fulfilled according to the agreement specifications.

b. 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 Agreement.

- C. 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 ten 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 County each time a grievance is filed. All written complaints must be considered grievances.

# END OF TEXT

#### Leon County Primary Healthcare Competitive Provider Pool Dental Bundles

The goal of the Primary Healthcare Dental Care is to deliver comprehensive care to patients by providing all necessary dental treatments. Dental Bundles have been established as a guideline for what the County considers as an acceptable dental visits. The following Medicaid dental procedures are eligible for reimbursement. One or more of the procedures will be reimbursed as one visit. The procedure and any follow-up visits must be completed before an invoice can be submitted.

- A. Preventative (one or more of the following during a visit) Dental services that are concerned with the prevention of dental diseases through educational and protective measures; these may include the following;
  - 1. Cleaning
  - 2. Cleaning and adjustment of dentures and partial dentures
  - 3. Polishing teeth, including fillings and crowns
  - 4. Removal of plaque and tartar
  - 5. Sealants (for children)
  - 6. Topical Fluoride application
- B. Diagnostic (one or more of the following, <u>at a minimum an evaluation</u>, during a visit) Dental services used to detect dental problems and/or disease; these may include the following:
  - 1. Checking biting, chewing and swallowing patterns
  - 2. Evaluation
  - 3. Oral cancer examination and screening
  - 4. Referral to specialists for specific treatment
  - 5. X-rays or examination of teeth to detect decay
  - 6. Prescription
- C. Basic Restorative Care (one or more of the following during a visit) Dental procedures to repair and restore individual teeth due to decay, trauma, impaired function, attrition, abrasion or erosion; these may include the following:
  - 1. Extractions
  - 2. Fillings
- D. Major Restorative Care(one or more of the following during a visit if services are currently offered by the Provider) Dental procedures concerned with the restoration of teeth, these may include the following:
  - 1. Bridges
  - 2. Crowns
  - 3. Dentures
  - 4. Oral surgery (extractions) post-op care is included
  - 5. Periodontics
  - 6. Root canals (endodontic) only billed when final procedure is completed.

# EXHIBIT B CLIENT PARTICIPATION AGREEMENT

This is to certify that	
•	(Name of Applicant)
SSN	and the following member(s) of his or her family may
receive primary care medica period	l services from Bond Community Health Center, Inc. for the
	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 provided 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 medical services personnel for my family members cannot keep an appointment. If I do not use these services for one year, a letter may be mailed advising me of the requirement 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	

# EXHIBIT C

# SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the health care facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

#### PRIMARY HEALTHCARE SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of October 2017, is by and between Leon County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and Neighborhood Medical Center, Inc. (hereinafter the "Provider"), collectively, the "Parties".

#### RECITALS

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

WHEREAS, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool Primary Healthcare category in the amount of \$903,537, of which up to \$488,784 may be used for primary care visits, up to \$300,000 may be used for dental care visits, and up to \$114,753 may be used for mental health visits to the Provider and to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

WHEREAS, the County authorized and approved to provide matching funds up to \$131,201, on behalf of the Provider to be distributed to the Agency for Health Care Administration's (AHCA) to allow the Provider access to Low Income Pool (LIP) funding; and

WHEREAS, the County desires to engage the Provider to render services, and the Provider desires to render, certain primary and mental health care services to such County residents as specifically described in Attachment I hereto; and

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

#### 1. <u>TERM</u>

This Agreement shall be effective commencing October 1, 2017 and shall continue until September 30, 2018.

#### 2. <u>SCOPE OF SERVICES</u>

The Provider shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and by reference made a part here of Provider.

#### 3. <u>WORK</u>

The Provider shall perform primary, dental and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary, dental and mental health care standards. No amount of work is provided for or guaranteed to the Provider under this Agreement.

## 4. <u>CONTRACT SUM</u>

- a. The County shall advance \$131,201 of the funds from the Primary Healthcare Competitive Provider Pool to the Florida Agency for Health Care Administration on behalf of the Provider as grant match funds which will leverage an additional \$210,646 in federal funds for the Provider to provide services. The Provider must provide proof of expending the total amount of the advanced funds by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits that is required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining in the Primary HealthCare Competitive Pool.
- b. The Provider may access only the remaining Primary Care funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; \$80 per patient visit for Mental Health Care.

## 5. <u>PAYMENTS AND REIMBURSEMENT OF PAYMENTS</u>

Payment shall be made and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

- a. Prior to submission of the Primary Care monthly invoice, the Provider shall input all client data, and all client eligibility documentation, including but not limited to the required fields into the County's HSCP Management System as specified in Attachment I, Section 3b.
- b. All Primary Care invoices shall be generated through the HSCP Management System. Services are reimbursed when a properly completed invoice is provided to the County. The method and amount of compensation to the Provider for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
- c. The Provider shall be compensated on a reimbursement basis for invoices supporting the primary healthcare visits submitted in the HSCP Management System which includes proof of proper documentation loaded into the System after LIP funding is exhausted with AHCA.
- d. Funding provided in this Agreement shall be prioritized so that designed Intergovernmental Transfers (IGT) funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes. The Provider shall request reimbursement for Primary Care visits once \$131,201 in LIP match funding is exhausted.

- e. In the event the Provider fails to meet the established performance goals for LIP funding, Provider agrees to reimburse the County any unspent funds
- f. In the event the Provider does not expend the total funds advanced in the amount of \$131,201, Provider shall reimburse the County the remaining funds.
- g. Upon expending the total amount advanced, the Provider may access the funds remaining in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; and \$80 per patient visit for Mental Health care.
- h. Since services for insurance (Medicaid) clients are reimbursed, the Provider will not be paid for any services provided to Medicaid eligible clients. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
- i. The County shall be reimbursed for any payment for services are not performed according to the terms of this Agreement.

## 6. <u>PROGRAM INCOME</u>

In the event the Provider receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the income. All provisions of this Agreement shall apply to such specified services.

#### 7. <u>TERMINATION</u>

The County may terminate this Agreement without cause, by giving the Provider not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Provider such thirty (30) days written notice if, in the opinion of the County, the Provider is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Provider.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

#### 8. <u>INDEMNIFICATION</u>

The Provider 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 Provider, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees and costs. The County may, at its sole option, defend itself or require the Provider to provide the defense. The Provider acknowledges that ten dollars (\$10.00) of the amount paid to the Provider is sufficient consideration of the Provider's indemnification of the County.

### 9. <u>AUDITS, RECORDS, AND RECORDS RETENTION</u>

The Provider agrees:

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

- 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Provider does not transfer the records to the County.
- 4. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the Services required hereunder. If the Provider transfers all public records to the County upon termination of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon termination of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 5. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Leon County Human Services and Community Partnerships ATTN: Tiffany Harris, Healthcare Services Coordinator 918 Railroad Avenue Tallahassee, Florida 32310 PHONE: 850-606-1900 EMAIL: HarrisTi@leoncountyfl.gov

### 10. <u>NOTICE</u>

- a. Upon execution of the Agreement, the Provider shall provide in writing, the name of the Provider's staff member who will be responsible for the submission of all Provider's records, reports, invoices or documents to the County necessary for the administration of this Agreement.
- b. All other related correspondence, documents, records or reports shall be submitted to:

Leon County Office of Human Services and Community Partnerships Tiffany Harris, Healthcare Services Coordinator 918 Railroad Avenue Tallahassee, Florida 32310 Phone: 850-606-1900 Email: <u>HarrisTi@leoncountyfl.gov</u>

if not otherwise provided electronically.

c. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Provider:

Name:	
Address:	

Notice to the County:

Leon County Office of Human Services and Community Partners Shington Lamy 918 Railroad Avenue Tallahassee, Florida 32310

#### 11. <u>CONTRACT MANAGEMENT</u>:

a. The Tiffany Harris, Health Services Coordinator, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Primary Healthcare Services rendered by the Provider hereunder, unless or until a written notice is provided to the Provider stating otherwise. b. No officer, employee, agent or representative of the Provider shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.

For the purpose of this section, a Provider's representative shall include, but not be limited to, the Provider, if an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Provider.

The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

#### 12. <u>MONITORING</u>

The County will monitor the performance of the Provider annually with respect to completion of the services identified in Attachment I: Statement of Provider Services. The Provider shall 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 the Provider's 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.

The County reserves the right to conduct financial and program monitoring of all awards to the Provider and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

#### 13. <u>REPORTS</u>

The Provider shall submit a monthly report of Primary Care services and reimbursements though the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

The Provider shall submit a copy of its completed 2017 Uniform Data System (UDS) Report to the County by March 31, 2018.

#### 14. INSURANCE

The Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Provider. Such insurance shall be in accord with the following:

a. Minimum Limits of Insurance

Provider 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.
- 2. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (*Non-owned, Hired Car*).
- 3. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. *Waiver of Subrogation in lieu of Additional Insured is required.*
- 4. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- 5. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Provider may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)year period.
- 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 Provider 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, Automobile Liability and Event Liability Coverages (*County is to be named as Additional Insured*).
  - a. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Provider, including the insured's general supervision of the Provider; products and completed operations of the Provider; premises owned, occupied or used by the Provider; or automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Provider's insurance coverage shall be primary insurance as respects the County, it 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 Provider's insurance and shall not contribute with it. Provider hereby waives subrogation rights for loss or damage against the county.
  - 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 Provider's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Provider.
- 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

Provider 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

Provider 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 hereinabove.

#### 15. <u>MISCELLANEOUS PROVISIONS</u>

a. Status

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

b. Conflicting Employment

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

c. Licenses

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

## d. Assignments

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

e. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, Provider hereby certifies that to the best of his knowledge and belief neither Provider nor its affiliates have been convicted of a public entity crime. Provider 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 Provider shall be cause for termination of this Agreement by the County.

f. Unauthorized Alien(s) And E-Verify

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

- 1. Provider agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Provider 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. Provider 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 Provider and the subcontractor, whichever is later. The Provider shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
- 3. Provider 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 Provider to perform employment duties within Florida; and (b) all persons (including

subcontractors) assigned by Provider to perform work pursuant to the Agreement.

- a. Provider must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Provider to perform employment duties within Florida within 3 business days after the date of hire.
- b. Provider must initiate verification of each person (including subcontractors) assigned by Provider 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. Provider further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
- 5. Compliance with the terms of this <u>Employment Eligibility</u> <u>Verification</u> provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.
- g. 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.

h. Modifications

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

i. Venue

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

j. Construction

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

## k. Compliance With Anti-Discrimination Legislation

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

1. Headings In This Agreement

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

m. Severability

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

n. Force Majeure

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

o. Survival of Obligations

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

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

q. Sovereign Immunity

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

- r. Dispute Resolution
  - 1. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 14 and disputes related to payments, which shall be addressed and resolved in accordance with Section 6.
  - 2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
    - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
    - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
    - c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Provider's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
    - d. Should the Director and the Provider's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Provider's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
    - e. If the County Administrator and the Provider's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then

either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

s. Attorneys' Fees and Costs.

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

#### 16. ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

# [THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY] [SIGNATURE PAGE FOLLOWS THIS PAGE]

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

LEON COUNTY, FLORIDA

## Neighborhood Medical Center, Inc.

BY:____

Vincent S. Long County Administrator BY:____

[insert name]

·

Date:_____

As its:_____
Date: _____

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

BY:_____

Approved as to Form: Leon County Attorney's Office

BY:_____

Herbert W. A. Thiele, Esquire County Attorney

## ATTACHMENT I STATEMENT OF PROVIDER SERVICES

#### A. Services to be Provided.

1. Definition of Terms.

Program Terms.

- a. Primary Care Services. Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. Primary Care Client. A person who has been determined to be eligible for primary care services and receives any client service funded by this Agreement.
- c. Dental Care Services. Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- d. Dental Care Bundles. Comprehensive care for patients to receive all necessary dental services to include an exam and dental procedure(s) that will be completed at once visit and billed as one visit. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental bundle. (Exhibit A)
- e. 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 at an in-person office visit.
- f. Mental Health Client. A person who has been determined to be eligible for mental health services and receives any client service funded by this Agreement.
- g. Service Unit (Patient Visit). Primary Care, Dental Care and/or Mental Health visit (throughout the Agreement period) per eligible enrolled client.
- h. Adult, is any eligible client who is 18 years of age or older.
- i. Child, is any eligible client who is 17 years of age or younger.
- 2. General Description.
  - a. General Statement.

- (1) Primary Care Services must be provided in an in-person office visit which includes basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- (2) Dental Care Services must be provided in an in-person office visit which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient, along with ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- (3) Mental Health Services must be provided in an in-person office visit. The Provider will employ psychiatrists and/or advanced registered nurse practitioners (ARNP) and case managers to provide appropriate mental health services which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the mental health practitioner in the course of treating the patient, along with ambulatory care, preventive mental health services and continuing management of the mental health care needs of registered clients.
- (4) Case managers will assist eligible patients in accessing any third party payer for which they may be eligible, such as Medicaid and Florida Healthy Kids at every visit.
- (5) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (6) The Provider will provide all billable services under this Agreement at Neighborhood Medical Center, Inc. that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (7) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.
- b. Authority. Legal authority for contract and services – Sections 154.01, and 154.011, F.S.
- c. Scope of Service. The Provider must provide the services as specified in Section B. of this Agreement.
- d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of eligible clients in the community through the delivery of primary healthcare, dental care and mental health access to third party payers such as Medicaid or services which they may be eligible.

The goal of the Mental Health Project is to improve the health and well-being of eligible clients in the community through the delivery of integrated mental health services in the primary care setting and access to third party payers such as Medicaid or services which they may be eligible.

- 3. Clients Served.
  - a. General Description.

A Primary Care, Dental Care and/or Mental Health Client includes any person who is eligible to be a patient of Neighborhood Medical Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance for the service provided at the time of the patient visit.

- b. Client Eligibility.
  - (1) Eligibility for services under this Agreement is limited to those clients with net incomes less than 100% of the most current federal poverty levels established by the U.S. Department of Health and Human Services. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care, dental care or mental health clients.
  - (2) Clients eligible under this Agreement are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures and documented proof of residency.
  - (3) Clients eligible under this Agreement are limited to documented inperson office visits.
  - (4) No fees of any kind shall be charged for registered comprehensive primary care clients, dental care clients or mental health clients who are below 100% of the most current federal poverty levels for the patient visit reimbursed under this Agreement.
  - (5) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged and assisted by Provider's staff to pursue obtaining Medicaid.

- (6) 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 B).
- 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 annually; however, Medicaid eligibility must be determined at every patient visit. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income and/or Medicaid status changes.

- B. Manner of Service Provision.
  - 1. Service Tasks.
    - a. Task List.

Provider must offer the following primary care services:

- (1) Ambulatory care services for children and adults consistent with acceptable medical practice and the standards and recommendations of the American Academy of Pediatrics, the American College of Physicians, or the American Academy of Family Physicians.
- (2) Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care.
- (3) Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
- (4) Dental services must be consistent with the acceptable practice and follow the standards of care set by the American Dental Association. Provider must provide services according to the Dental Care Bundles Services established in the agreement Services must include prevention, treatment, follow up, and referral as needed. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental care bundle

- (5) Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.
- (6) The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
- (7) Clinic services must be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
- (8) Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
  - (a) Speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
  - (b) Speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner; and
  - (c) Calling an answering machine that gives the caller the telephone number of the nearest emergency room.

Provider must offer the following mental health services:

- (9) ARNPs/Psychiatrists will
  - a. provide mental health assessments
  - b. assist with Patient Assistance Program (PAP) 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 treatment plan
  - h. perform other related duties as needed
- (10) Social Workers/Case Managers will
  - a. assist clients to obtain Medicaid and/or Medicaid disability benefits

- b. valuate 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
- (11) Client Registration.

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as **Exhibit B**. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, **Exhibit C**, and a listing of the services that can be obtained through the Provider.

(12) Service Delivery.

The Provider must deliver all of the primary care, dental care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

- 2. Staffing Requirements.
  - a. Staffing Levels.

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor 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.

The Provider will maintain a personnel file for all staff provided under this Agreement. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care, dental care or mental health clients referenced in this Agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals

assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

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.

The County must be notified in writing of termination of employment of the Executive Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in **A.2.a**. above and the professional qualifications in **A.2.b**.

d. Subcontractors.

The Provider must deliver all of the primary care, dental care and mental health services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the County and will not include administrative or indirect costs as separate line items.

- 3. Service Location and Equipment.
  - a. Service Delivery Location.

The services listed above must be provided at the following location:

Neighborhood Medical Center	Richardson-Lewis Health Center
438 W. Brevard Street	872 W. Orange Ave.
Tallahassee, FL 32301	Tallahassee, FL 32310
Smith-Williams Center	Cecil V. Butler Dental
2295 Pasco St.	604 E. 5 th Avenue
Tallahassee, FL 32310	Havana, FL 32333

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times.

Clinic Hours (Main Location 438 Brevard Street):					
Monday – Wednesday	8:00 a.m. to 6:00 p.m.				
Thursday	8:00 a.m. to 8:00 p.m.				
Friday	8:00 a.m. to 6:00 p.m.				

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the County. Permanent changes (exceeding two weeks) require an agreement amendment.

Provider must notify the County in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location.

The County must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment.

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care, dental care and mental care services.

- 4. Deliverables.
  - a. Service Units.

Service units are defined as primary care, dental care or mental health visits, provided during the agreement period. The Provide may not bill multiple times for same service unit on the same day for any patient. Services are limited by the financial terms of this Agreement.

- b. Reports.
  - (1) The Provider is required, prior to submission of each monthly report, to input into the County's HSCP Management System all client data, including but not limited to the required fields and all client eligibility documentation as specified in **Attachment I**, Section A.3.b. of services provided under the Agreement for the reporting period. All reports and

invoices shall be generated through the County's HSCP Management System.

- (2) Monthly Service Report and Reimbursement Request Provider must submit an electronic Monthly Service Report and Reimbursement Request in the HSCP Management System on or before the 30th day of the following month.
- Uniform Data System Reports.
   The Provider shall submit a copy of their completed 2017 Uniform Data System (UDS) Report to the County by March 31, 2018.
- (4) Quarterly Clinical and Performance Data. The provider must submit by the 15th day at the end of each quarter a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, progress toward program goals, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.
- (5) Client Satisfaction Surveys. All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.
- (6) Quality Assurance Review. The Provider must hold at least one QA Committee meeting during the term of this Agreement. Copies of the QA Committee minutes must be provided within 10 days upon request and made available for review during monitoring.
- c. Records and Documentation.

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, medical, social and financial data as well as the number and type of services received by clients of the Provider.

- 5. Performance Specifications.
  - a. Standards Definitions.

The Provider must maintain the personnel sufficient to provide for patient services as described in the Agreement.

b. Outcomes and Outputs.

The benefits that will result from this Agreement are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients 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 the clients/ patients and the community.

c. Monitoring and Evaluation Methodology.

In addition to the Agreement:

- (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 Agreement are being met. Financial records, equipment and the facility will be monitored for compliance with the Agreement.
- (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 County, in writing, plans to correct the deficiencies within 30 calendar days of receiving the County's written monitoring report. The County may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.
- 6. Provider Responsibilities.
  - a. Provider Unique Activities.
    - (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the County 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 Agreement 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 Provider from the obligation to provide tasks or services as outlined in this Agreement.

- 7. County Responsibilities
  - a. Obligations.

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the agreement terms are being fulfilled according to the agreement specifications.

b. 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 Agreement.

#### C. 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 ten 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 County each time a grievance is filed. All written complaints must be considered grievances.

## END OF TEXT

#### Leon County Primary Healthcare Competitive Provider Pool Dental Bundles

The goal of the Primary Healthcare Dental Care is to deliver comprehensive care to patients by providing all necessary dental treatments. Dental Bundles have been established as a guideline for what the County considers as an acceptable dental visits. The following Medicaid dental procedures are eligible for reimbursement. One or more of the procedures will be reimbursed as one visit. The procedure and any follow-up visits must be completed before an invoice can be submitted.

- A. Preventative (one or more of the following during a visit) Dental services that are concerned with the prevention of dental diseases through educational and protective measures; these may include the following;
  - 1. Cleaning
  - 2. Cleaning and adjustment of dentures and partial dentures
  - 3. Polishing teeth, including fillings and crowns
  - 4. Removal of plaque and tartar
  - 5. Sealants (for children)
  - 6. Topical Fluoride application
- B. Diagnostic (one or more of the following, <u>at a minimum an evaluation</u>, during a visit) Dental services used to detect dental problems and/or disease; these may include the following:
  - 1. Checking biting, chewing and swallowing patterns
  - 2. Evaluation
  - 3. Oral cancer examination and screening
  - 4. Referral to specialists for specific treatment
  - 5. X-rays or examination of teeth to detect decay
  - 6. Prescription
- C. Basic Restorative Care (one or more of the following during a visit) Dental procedures to repair and restore individual teeth due to decay, trauma, impaired function, attrition, abrasion or erosion; these may include the following:
  - 1. Extractions
  - 2. Fillings
- D. Major Restorative Care(one or more of the following during a visit if services are currently offered by the Provider) Dental procedures concerned with the restoration of teeth, these may include the following:
  - 1. Bridges
  - 2. Crowns
  - 3. Dentures
  - 4. Oral surgery (extractions) post-op care is included
  - 5. Periodontics
  - 6. Root canals (endodontic) only billed when final procedure is completed.

#### EXHIBIT B

## **CLIENT PARTICIPATION AGREEMENT**

This is to certify that	
	(Name of Applicant)
SSN	and the following member(s) of his or her family may
receive primary care medical period	services from Neighborhood Medical Center, Inc. for the
	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 medical personnel for my family and me. I will notify **Neighborhood Medical 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 redetermine 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

#### Exhibit C SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the health care facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate
  and complete information about present complaints, past illnesses, hospitalizations, medications, and other
  matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

#### PRIMARY HEALTHCARE SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of October 2017, is by and between Leon County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and Apalachee Center, Inc. (hereinafter the "Provider"), collectively, the "Parties".

#### RECITALS

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

WHEREAS, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool Primary Healthcare category in the amount of \$903,537, of which up to \$488,784 may be used for primary care visits to the Provider to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

WHEREAS, the County authorized and approved to provide funds for the Central Receiving Facility up to \$150,000; and

WHEREAS, the County desires to engage the Provider to render services, and the Provider desires to render, certain primary and mental health care services to such County residents as specifically described in Attachment I hereto; and

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

#### 1. <u>TERM</u>

This Agreement shall be effective commencing October 1, 2017 and shall continue until September 30, 2018.

#### 2. <u>SCOPE OF SERVICES</u>

The Provider shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and by reference made a part here of Provider.

#### 3. <u>WORK</u>

The Provider shall perform primary and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary and mental health care standards. No amount of work is provided for or guaranteed to the Provider under this Agreement.

## 4. <u>CONTRACT SUM</u>

- a. The Provider may access only the remaining Primary Care funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit.
- b. The County shall reimburse the Provider 1/12 of the allocation for the Central Receiving Facility in the amount of \$12,500 monthly for up to a total of \$150,000.

## 5. PAYMENTS AND REIMBURSEMENT OF PAYMENTS

Payment shall be made and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

- a. Prior to submission of the Primary Care monthly invoice, the Provider shall input all client data, and all client eligibility documentation, including but not limited to the required fields into the County's HSCP Management System as specified in Attachment I, Section 3b.
- b. All Primary Care invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is provided to the County. The method and amount of compensation to the Provider for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
- c. Submit monthly invoices requesting 1/12 payment of the total allocation for the Central Receiving Facility in the amount of \$12,500 at the end of each month.
- d. Since services for insurance (Medicaid) clients are reimbursed, the Provider will not be paid for any services provided to Medicaid eligible clients. Similarity, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
- e. The County shall be reimbursed for any payment for services are not performed according to the terms of this Agreement.

## 6. <u>PROGRAM INCOME</u>

In the event the Provider receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the income. All provisions of this Agreement shall apply to such specified services.

## 7. <u>TERMINATION</u>

The County may terminate this Agreement without cause, by giving the Provider not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Provider such thirty (30) days written notice if, in the opinion of the County, the Provider is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Provider.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

## 8. <u>INDEMNIFICATION</u>

The Provider 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 Provider, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees and costs. The County may, at its sole option, defend itself or require the Provider to provide the defense. The Provider acknowledges that ten dollars (\$10.00) of the amount paid to the Provider is sufficient consideration of the Provider's indemnification of the County.

## 9. <u>AUDITS, RECORDS, AND RECORDS RETENTION</u>

The Provider agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the 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 paragraph b above. The County

may reproduce any written materials generated as a result of the Provider's work.

- d. To assure that all records required to be maintained by the Provider hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- e. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Provider's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- g. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - 1. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Provider does not transfer the records to the County.
  - 4. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the Services required hereunder. If the Provider transfers all public records to the County upon termination of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon termination of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

5. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

> Leon County Human Services and Community Partnerships ATTN: Tiffany Harris, Healthcare Services Coordinator 918 Railroad Avenue Tallahassee, Florida 32310 PHONE: 850-606-1900 EMAIL: HarrisTi@leoncountyfl.gov

#### 10. <u>NOTICE</u>

- a. Upon execution of the Agreement, the Provider shall provide in writing, the name of the Provider's staff member who will be responsible for the submission of all Provider's records, reports, invoices or documents to the County necessary for the administration of this Agreement.
- b. All other related correspondence, documents, records or reports shall be submitted to:

Leon County Office of Human Services and Community Partnerships Tiffany Harris, Healthcare Services Coordinator 918 Railroad Avenue Tallahassee, Florida 32310 Phone: 850-606-1900 Email: HarrisTi@leoncountyfl.gov

if not otherwise provided electronically.

c. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Provider:

Name:		
Address:		
-		

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Notice to the County:

Leon County Office of Human Services and Community Partners Shington Lamy, Director 918 Railroad Avenue Tallahassee, Florida 32310

## 11. <u>CONTRACT MANAGEMENT</u>:

- a. The Tiffany Harris, Health Services Coordinator, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Primary Healthcare Services rendered by the Provider hereunder, unless or until a written notice is provided to the Provider stating otherwise.
- b. No officer, employee, agent or representative of the Provider shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.

For the purpose of this section, a Provider's representative shall include, but not be limited to, the Provider, if an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Provider.

The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

#### 12. <u>MONITORING</u>

The County will monitor the performance of the Provider annually with respect to completion of the services identified in Attachment I: Statement of Provider Services. The Provider shall 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 the Provider's 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.

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The County reserves the right to conduct financial and program monitoring of all awards to the Provider and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

## 13. <u>REPORTS</u>

The Provider shall submit a monthly report of Primary Care services and reimbursements though the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff. The Provider shall submit a report on activities of the Central Receiving Facility in a form similar to Exhibit C through the HSCP Management System.

## 14. <u>INSURANCE</u>

The Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Provider. Such insurance shall be in accord with the following:

a. Minimum Limits of Insurance

Provider 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.
- 2. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (*Non-owned, Hired Car*).
- 3. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. *Waiver of Subrogation in lieu of Additional Insured is required.*
- 4. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

- 5. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Provider may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)year period.
- 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 Provider 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, Automobile Liability and Event Liability Coverages (*County is to be named as Additional Insured*).
  - a. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Provider, including the insured's general supervision of the Provider; products and completed operations of the Provider; premises owned, occupied or used by the Provider; or automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Provider's insurance coverage shall be primary insurance as respects the County, it 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 Provider's insurance and shall not contribute with it. Provider hereby waives subrogation rights for loss or damage against the county.

- 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 Provider's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Provider.
- 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

Provider 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

Provider 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 hereinabove.

#### 15. <u>MISCELLANEOUS PROVISIONS</u>

a. Status

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

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## b. Conflicting Employment

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

c. Licenses

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

d. Assignments

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

e. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, Provider hereby certifies that to the best of his knowledge and belief neither Provider nor its affiliates have been convicted of a public entity crime. Provider 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 Provider shall be cause for termination of this Agreement by the County.

f. Unauthorized Alien(s) And E-Verify

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

1. Provider agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Provider 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. Provider 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 Provider and the subcontractor, whichever is later. The Provider shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
- 3. Provider 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 Provider to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Provider to perform work pursuant to the Agreement.
  - a. Provider must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Provider to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Provider must initiate verification of each person (including subcontractors) assigned by Provider 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. Provider further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
- 5. Compliance with the terms of this <u>Employment Eligibility</u> <u>Verification</u> provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.
- g. 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.

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h. Modifications

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

i. Venue

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

j. Construction

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

k. Compliance With Anti-Discrimination Legislation

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

1. Headings In This Agreement

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

m. Severability

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

n. Force Majeure

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

o. Survival of Obligations

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

p. Counterparts

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

q. Sovereign Immunity

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

- r. Dispute Resolution
  - 1. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 14 and disputes related to payments, which shall be addressed and resolved in accordance with Section 6.
  - 2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
    - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
    - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.

- c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Provider's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
- d. Should the Director and the Provider's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Provider's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
- e. If the County Administrator and the Provider's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.
- s. Attorneys' Fees and Costs.

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

#### 16. <u>ALL TERMS AND CONDITIONS INCLUDED</u>

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

# [THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY] [SIGNATURE PAGE FOLLOWS THIS PAGE]

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

LEON COUNTY, FLORIDA

Apalachee Center, Inc.

BY:	BY:	
Vincent S. Long	[insert name]	
County Administrator		
	As its:	
Date:	Date:	

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

BY:_____

Approved as to Form: Leon County Attorney's Office

BY:_____

Herbert W. A. Thiele, Esquire County Attorney

## ATTACHMENT I STATEMENT OF PROVIDER SERVICES

#### A. Services to be Provided.

1. Definition of Terms.

Program Terms.

- a. Primary Care Services. Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. Primary Care Client. A person who has been determined to be eligible for primary care services and receives any client service funded by this Agreement.
- c. 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 at an in-person office visit.
- d. Mental Health Client. A person who has been determined to be eligible for mental health services and receives any client service funded by this Agreement.
- e. Service Unit (Patient Visit). Primary Care and/or Mental Health visit (throughout the Agreement period) per eligible enrolled client.
- f. Adult, is any eligible client who is 18 years of age or older.
- g. Child, is any eligible client who is 17 years of age or younger.
- 2. General Description.
  - a. General Statement.
    - (1) Primary Care Services must be provided in an in-person office visit which includes basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
    - (2) Mental Health Services must be provided in an in-person office visit. The Provider will employ psychiatrists and/or advanced registered nurse practitioners (ARNP) and case managers to provide appropriate mental health services which include basic diagnostic procedures and drug or

other therapeutic modalities ordered or provided by the mental health practitioner in the course of treating the patient, along with ambulatory care, preventive mental health services and continuing management of the mental health care needs of registered clients.

- (3) Case managers will assist eligible patients in accessing any third party payer for which they may be eligible, such as Medicaid and Florida Healthy Kids at every visit.
- (4) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (5) The Provider will provide all billable services under this Agreement at Apalachee Center, Inc. that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (6) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.
- b. Authority. Legal authority for contract and services – Sections 154.01, and 154.011, F.S.
- c. Scope of Service. The Provider must provide the services as specified in Section B. of this Agreement.
- d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of eligible clients in the community through the delivery of primary healthcare and mental health access to third party payers such as Medicaid or services which they may be eligible.

The goal of the Mental Health Program is to improve the health and well-being of eligible clients in the community through the delivery of integrated mental health services in the primary care setting and access to third party payers such as Medicaid or services which they may be eligible.

- 3. Clients Served.
  - a. General Description.

A Primary Care and/or Mental Health Client includes any person who is eligible to be a patient of Apalachee Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance for the service provided at the time of the patient visit.

b. Client Eligibility.

- (1) Eligibility for services under this Agreement is limited to those clients with net incomes less than 100% of the most current federal poverty levels established by the U.S. Department of Health and Human Services. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care or mental health clients.
- (2) Clients eligible under this Agreement are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures and documented proof of residency.
- (3) Clients eligible under this Agreement are limited to documented inperson office visits.
- (4) No fees of any kind shall be charged for registered comprehensive primary care clients or mental health clients who are below 100% of the most current federal poverty levels for the patient visit reimbursed under this Agreement.
- (5) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged and assisted by Provider's staff to pursue obtaining Medicaid.
- (6) 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 annually; however, Medicaid eligibility must be determined at every patient visit. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income and/or Medicaid status changes.

- B. Manner of Service Provision.
  - 1. Service Tasks.

#### a. Task List.

Provider must offer the following primary care services:

- (1) Ambulatory care services for children and adults consistent with acceptable medical practice and the standards and recommendations of the American Academy of Pediatrics, the American College of Physicians, or the American Academy of Family Physicians.
- (2) Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care.
- (3) Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
- (4) Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.
- (5) The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
- (6) Clinic services must be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
- (7) Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
  - (a) Speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
  - (b) Speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner; and
  - (c) Calling an answering machine that gives the caller the telephone number of the nearest emergency room.

Provider must offer the following mental health services:

- (8) ARNPs/Psychiatrists will
  - a. provide mental health assessments
  - b. assist with Patient Assistance Program (PAP) 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 treatment plan
  - h. perform other related duties as needed
- (9) Social Workers/Case Managers will
  - a. assist clients to obtain Medicaid and/or Medicaid disability benefits
  - b. valuate 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
- (10) Client Registration.

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as **Exhibit A**. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, **Exhibit B**, and a listing of the services that can be obtained through the Provider.

(11) Service Delivery.

The Provider must deliver all of the primary care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

#### 2. Staffing Requirements.

#### a. Staffing Levels.

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor 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.

The Provider will maintain a personnel file for all staff provided under this Agreement. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this Agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

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.

The County must be notified in writing of termination of employment of the Executive Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in **A.2.a**. above and the professional qualifications in **A.2.b**.

d. Subcontractors.

The Provider must deliver all of the primary care and mental health services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the County and will not include administrative or indirect costs as separate line items.

- 3. Service Location and Equipment.
  - a. Service Delivery Location.

The services listed above must be provided at the following location:

Apalachee Center, Inc. 2634 Capital Circle, NE Tallahassee, Florida 32308

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times.

The provider staff will work up to a 40 hour week (Monday - Friday, 8am – 5pm). After-regular-hours services may be scheduled based upon a specific need.

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the County. Permanent changes (exceeding two weeks) require an agreement amendment.

Provider must notify the County in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location.

The County must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment.

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables.

a. Service Units.

Service units are defined as primary care or mental health visits, provided during the agreement period. The Provider may not bill multiple times for same service unit on the same day for any patient. Services are limited by the financial terms of this Agreement.

- b. Reports.
  - (1) The Provider is required, prior to submission of each monthly report, to input into the County's HSCP Management System all client data, including but not limited to the required fields and all client eligibility documentation as specified in **Attachment I**, **Section A.3.b**. of services provided under the Agreement for the reporting period. All reports and invoices shall be generated through the County's HSCP Management System.
  - (2) Monthly Service Report and Reimbursement Request Provider must submit an electronic Monthly Service Report and Reimbursement Request in the HSCP Management System on or before the 30th day of the following month. Exhibit C shall be utilized as an example for submitting reports on the Central Receiving Facility.
  - (3) Quarterly Clinical and Performance Data. The provider must submit by the 15th day at the end of each quarter a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, progress toward program goals, 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 a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.
  - (5) Quality Assurance Review. The Provider must hold at least one QA Committee meeting during the term of this Agreement. Copies of the QA Committee minutes must be provided within 10 days upon request and made available for review during monitoring.
- c. Records and Documentation.

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, medical, social and financial data as well as the number and type of services received by clients of the Provider.

- 5. Performance Specifications.
  - a. Standards Definitions.

The Provider must maintain the personnel sufficient to provide for patient services as described in the Agreement.

b. Outcomes and Outputs.

The benefits that will result from this Agreement are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients 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 the clients/ patients and the community.

c. Monitoring and Evaluation Methodology.

In addition to the Agreement:

- (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 Agreement are being met. Financial records, equipment and the facility will be monitored for compliance with the Agreement.
- (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 County, in writing, plans to correct the deficiencies within 30 calendar days of receiving the County's written monitoring report. The County may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

- 6. Provider Responsibilities.
  - a. Provider Unique Activities.
    - (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the County 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 Agreement 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 Provider from the obligation to provide tasks or services as outlined in this Agreement.
- 7. County Responsibilities
  - a. Obligations.

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the agreement terms are being fulfilled according to the agreement specifications.

b. 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 Agreement.

#### C. 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 ten 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 County each time a grievance is filed. All written complaints must be considered grievances.

## **END OF TEXT**

# EXHIBIT A CLIENT PARTICIPATION AGREEMENT

This is to certify that	
·	(Name of Applicant)
SSN	and the following member(s) of his or her family may
receive primary care med	ical 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 provided 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 medical services 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 mailed advising me of the requirement to redetermine 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	

## EXHIBIT B

## SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the health care facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

#### Exhibit C

# Apalachee Center, Inc. Central Receiving Facility Report Reporting Period: _____

	Leon County	Mental Health	Substance Abuse
	Uninsured Clients	Encounters	Encounters
Total # of	f Encounters		
# of Uniq	ue Clients Served (Unduplicated)		
Breakdow	vn by:		
Age:	0-17 years		
	> 17 years		
	TOTAL:		
Race:	Alaska Native		
	American Indian		
	Asian		
	Black		
	Multi-Racial		
	Native Hawaiian-Pacific Island		
	Other		
	White		
	TOTAL:		
Gender:	Female		
	Male		
	Transgender (F to M)		
	Transgender (M to F)		
	Other		
	Unknown		
	TOTAL:		
Zip Code:			
	TOTAL:		

## AGREEMENT

This Agreement dated this ____ day of October 2017, by and between LEON COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Capital Medical Society Foundation, hereinafter referred to as the "Contractor".

WHEREAS, the Board has identified the need to further the provision of primary healthcare services to the uninsured citizens of our community; services to include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing case management of the healthcare needs of registered clients; and

WHEREAS, the Contractor has organized and coordinated the delivery of donated specialty medical and specialty dental care services through volunteer physicians and dentists, local hospitals and ancillary medical providers to the uninsured citizens of Leon County in a coordinated fashion for a number of years; and

WHEREAS, the Board has determined that a need for specialty healthcare and specialty dental services for the uninsured in our community exists and services offered by the Contractor will help to improve health outcomes and the quality of life for a person who otherwise may not receive the specialty medical and/or specialty dental care they require; and

WHEREAS, the Contractor has agreed to work cooperatively with the Board to meet the community need for specialty healthcare and dental services for the uninsured.

NOW, THEREFORE, the parties hereto agree as follows:

## Section 1: Clients to Be Served

The Contractor hereby agrees to serve the following residents of the County with the following restrictions:

- 1. Eligibility for services under this Agreement shall be limited to those residents of Leon County with net incomes at or below 150% of the most current federal poverty levels established by the Department of Health and Human Services, who require specialty medical care and/or dental care, have no health insurance, and are not currently covered under any other state or federal assistance program. Clients referred from primary care are screened for eligibility to receive donated specialty medical care and/or dental care. Clients found ineligible receive short-term case management to find alternate appropriate services.
- 2. No fees of any kind shall be charged for registered comprehensive primary care clients who are at or below 150% of the most current federal poverty levels.
- 3. Clients who are not currently receiving Medicaid or Healthy Kids, or are on any other state or federal program, and who appear to meet the income and categorical eligibility requirements of Medicaid or Healthy Kids, should be strongly encouraged to pursue obtaining eligibility for those programs.

- 4. Clients who are enrolled in Medicaid, Medicare, Healthy Kids, or any other insurance program will not be eligible for services under this Agreement.
- 5. The Contractor will determine eligibility for enrollment in the We Care Network. Eligibility will be determined at least annually. A client shall be allowed, however, to request determination of eligibility after submitting verified confirmation of changes to his\her income.
- 6. The Contractor will abide by HIPAA policies as related to the processing of clients medical information.

#### Section 2: Services Offered By Contractor

1. The Contractor shall organize and coordinate delivery of specialty healthcare and dental services. Case managers and program coordinators shall serve as the access point to donated specialty medical and/or dental care for low-income, uninsured adult patients. The contractual amount is based upon the following line items:

<b>Specialty Medical Services:</b>	
Program Coordinator	\$40,292
Case Manager #1	\$28,608
Case Manager #2	\$27,804
Case Manager #3	\$21,000
Case Management Aide	\$9,000
Operating Expenses (recurring)	\$11,232
Patient Assistance	\$8,000
Total	\$145,936
Total Dental Services:	\$145,936
	<b>\$145,936</b> \$13,890
Dental Services:	
<b>Dental Services</b> : Case Manager #4	\$13,890
<b>Dental Services:</b> Case Manager #4 Operating Expenses (recurring)	\$13,890 \$6,000

Total Specialty Medical/Dental Services \$168,826

#### **Section 3: Staffing Requirements**

1. Staffing

The Contractor must maintain sufficient staff to deliver the agreed upon services. The Program Coordinator must provide intensive case management to those clients deemed in need of such services. Outreach services shall be coordinated with CareNet agencies. Case managers are responsible for providing care coordination services to eligible clients receiving specialty medical care and dental care through the program.

2. Professional Qualifications

The Contractor will maintain a personnel file for all staff provided under this Agreement. All physicians, nurse practitioners, physician assistants, nurses and other

licensed health professionals that provide any service to primary care or mental health clients referenced in this Agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

3. Staffing Changes

The County must be notified in writing of separation and/ or termination of employment of the Executive Director or any funded position of this Agreement within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

#### Section 4: Payment

1. Payment shall be made by the County upon receipt of valid invoice by the Contractor at a monthly rate equal to no more than one twelfth (1/12) of the following total contractual amount: \$168,826. The contractual amount is based upon the following line items (for twelve months):

Specialty Medical Services:	
Program Coordinator	\$40,292
Case Manager 1	\$28,608
Case Manager 2	\$27,804
Case Manager 3	\$21,000
Case Management Aide	\$9,000
Operating Expenses (recurring)	\$11,232
Patient Assistance	\$8,000
Total:	\$145,936
Dental Services:	
Case Manager 4	\$13,890
Operating Expenses (recurring)	\$6,000
Patient Assistance	\$3,000
Total	\$22,890
Combined Total:	\$168,826

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice.

- 3. The monthly invoice is to be completed and submitted by the Contractor to the County that includes client data and eligibility for services.
- 4. The Contractor must submit a monthly invoice to the County on or before the 30th day of the month. The invoice should be sent to the contract manager at following address to:

Leon County Office of Human Services and Community Partnerships Attention: Tiffany Harris, Healthcare Services Coordinator 918 Railroad Avenue Tallahassee, FL 32310

## Section 5: Reports

- 1. The Contractor must submit the following information. For the purposes of this Agreement "New" Patients means those receiving first-time medical and/or dental services. "Existing" Patients means those receiving medical and/or dental care continued beyond the first encounter and reported beyond the new patient status.
- 2. The Contractor will provide a Client Satisfaction Survey to randomly sample a minimum of 20 medical and dental clients seen during each quarter of the Agreement period. Completed forms will be forwarded to the contract manager.
- 3. Annually, the Contractor will submit an annual report that provides a detailed summary of all expenditures utilizing the funds from this Agreement. The annual report will also comprehensively detail the number of new patients as compared to overall patients served by the Contractor and the types of service performed in the reporting year. The report will also compare the current period to measures from previous years.

#### Section 6: Audits, Records, and Records Retentions

The Contractor agrees:

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- 3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 2

above. The County may reproduce any written materials generated as a result of the Contractor's work.

- 4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- 5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- 6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
  - d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF **PUBLIC** RECORDS 850-606-1900, AT HarrisTi@leoncountyfl.gov, Human Services and Community Partnerships, 918 Railroad Avenue, Tallahassee, FL 32310.

#### Section 7: Monitoring

The Contractor agrees:

- 1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Agreement.
- 2. Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive direction of the County; result in any one or any combination of the following: (a) the Contractor being deemed in breach or default of this Agreement; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this Agreement for cause.

#### Section 8: Term

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2017 and ending on September 30, 2018.

#### Section 9: Indemnity

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

#### Section 10: Termination

1. The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30)

day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

#### Section 11: Notices

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the Capital Medical Society Foundation:	Pam Wilson, Executive Director Capital Medical Society Foundation 1204 Miccosukee Road Tallahassee, FL 32308
Notice to the COUNTY:	Shington Lamy, Director Leon County Office of Human Services and Community Partnerships 918 Railroad Avenue Tallahassee, FL 32310

#### Section 12: Revisions

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

#### Section 13: Construction

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

#### Section 14: Budget

The performance of Leon County of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

## Section 15: Status

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

#### Section 16: Assignments

This Agreement shall not be assigned 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 it hereunder without the previous written consent of the County.

#### Section 17: Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

#### Section 18: Contractors Responsibility

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

#### Section 19: Insurance

The Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Provider. Such insurance shall be in accord with the following:

1. Minimum Limits of Insurance

Provider 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.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

- d. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- e. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Provider may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)-year period.
- 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 Provider 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, Automobile Liability and Event Liability Coverages (County is to be named as Additional Insured).
  - 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Provider, including the insured's general supervision of the Provider; products and completed operations of the Provider; premises owned, occupied or used by the Provider; or automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - 2. The Provider's insurance coverage shall be primary insurance as respects the County, it 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 Provider's insurance and shall not contribute with it. Provider hereby waives subrogation rights for loss or damage against the county.
  - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - 4. The Provider's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

- 5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Provider.
- 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

Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Provider 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 hereinabove.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

## WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

## CAPITAL MEDICAL SOCIETY FOUNDATION

BY: _____ Pam Wilson Executive Director

Date:

Circuit Court Witness: _____

## LEON COUNTY, FLORIDA

BY: _____ Vincent S. Long **County Administrator** 

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

BY:_____

Approved as to Form: Leon County Attorney's Office

BY: _____

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

## AGREEMENT

This Agreement dated this _____ day of October 2017, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Florida Agricultural and Mechanical University acting for and on behalf of the FAMU Board of Trustees a public corporation of the State of Florida, hereinafter referred to as the "University" or "Contractor."

WHEREAS, the University and County share a common mission to provide the highest quality of pharmaceutical services and care to its patients, and;

WHEREAS, University has expanded its pharmaceutical services and unified all pharmaceutical operations for all uninsured Leon County residents at the 872 W. Orange Avenue and 438 W. Brevard Street sites; and

WHEREAS, the Board has determined that there is a need for unified pharmaceutical care for the uninsured in the community; and

WHEREAS, the Board has found it in the best interest of Leon County to dedicate funding for unified pharmaceutical care and operations for pharmaceutical services for the uninsured; and

WHEREAS, the University has agreed to work cooperatively with the Board to meet that additional community need for unified pharmaceutical services for the uninsured.

NOW, THEREFORE, the parties hereto agree as follows:

## Section 1: Plan of Operations

The objective of the Unified Pharmaceutical Plan is to operate several community pharmacies to provide pharmaceutical services for Leon County's uninsured. Under the administration of the FAMU College of Pharmacy, the Unified Pharmaceutical Plan will include:

- 1. The FAMU Health Department Pharmacy located at the 872 W. Orange Avenue will serve all patients of the health center. Hours of operation are Monday through Friday, 8:00am 1:00pm and 2pm 5pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.
- 2. The FAMU Health Department Pharmacy located at the Neighborhood Medical Center (NMC) at 438 W. Brevard Street will provide the administrative and operational duties of the pharmacy. Administrative services will include staffing, formulary management, etc. Hours of operation will be Monday through Friday 8am 1:00pm and 2pm 5pm. Any hours of operation outside of these hours will be provided at the health center's expense.
- 3. All pharmacy locations will be electronically linked with secure technology to access the pharmacy software program, a database located on a central server currently housed at 872 W. Orange Avenue site. The software program is used by both pharmacy sites: 872 W. Orange Avenue and 438 W. Brevard Street. The network will be compliant with all HIPAA regulations.

4. The College of Pharmacy will manage the day-to-day operations of each pharmacy location and provide professional consultation in the development of overall pharmacy management, clinical services, and program evaluation. The College of Pharmacy will provide the expertise to ensure proper Florida licensing for pharmacy practice, adherence to all Florida Statutes governing the profession of pharmacy and development of clinical pharmacy programs.

## Section 2: Scope of Services

The College of Pharmacy will provide unified pharmaceutical services to all uninsured patients of Leon County. The College of Pharmacy will provide the following services:

- 1. Coordinate and unify pharmacy services for indigent patients at the Richardson-Lewis Health Center, Neighborhood Medical Center, and the two local hospitals.
- 2. Development of policies and procedures for pharmaceutical services from each primary care site.
- 3. Development of a community wide generic formulary for distribution to health care providers of the uninsured.
- 4. Coordinate Patient Assistance Programs (PAP) for uninsured residents of Leon County at Neighborhood Medical Center and Richardson-Lewis Health Center.
- 5. Fill/dispense prescriptions and OTC medications.
- 6. Provide counseling services including Drug Utilization Review interventions and patient drug monitoring.
- 7. Provide patient education seminars for specific disease state management to better control patient medical conditions.
- 8. Track medications dispensed for Leon County patients.
- 9. Generate reports requested by the County for facilitation and accountability of pharmaceutical services in Leon County.
- 10. Conduct outcomes research and utilization studies to assess therapeutic outcomes.
- 11. Implement the Diabetes Education and Empowerment Program (DEEP) to reduce hospitalizations and delay development of serious morbidity and mortality of uninsured patients with diabetes.

All revenues generated by the unified pharmaceutical program through the provision of services listed above will be placed back into the Unified program for the purchase of medications, equipment, supplies, or any other expenditures deemed necessary by the College of Pharmacy and approved in writing by Leon County.

#### Section 3: Payment

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly rate equal to no more than one twelfth (1/12) of the total contractual amount of \$244,500. The contractual amount is based upon the following line items (for twelve months):

Pharmaceutical Care Services	
Richardson-Lewis Health Center Site 872 W. Orange Avenue	
Pharmacy Software	\$2,929
Richardson-Lewis Site Total	\$2,929
Neighborhood Medical Center (NMC) Site 438 W. Brevard Street	
1.0 FTE RX Manager	\$80,000
Rx Fringe Benefits	\$23,200
1.0 FTE Pharmacy Technician	\$27,000
1.0 FTE Pharmacy Technician	\$32,000
MedData Services	\$3,300
Pharmacy Software	\$2,929
Equipment and Supplies (Both Sites)	\$6,142
Neighborhood Medical Site Total	\$174,571
Diabetes Education and Empowerment Program Total	\$67,000
AGREEMENT TOTAL	\$244,50

- 2. No line item (as identified in paragraph #1 above) payment shall be made until such time as the staff members identified in Section 3 of this Agreement are hired by the Contractor or County authorized Subcontractor. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 4 of this Agreement, are not attached to the monthly invoice appropriately.
- 3. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice. The monthly invoice is to be completed and submitted by the Contractor to the County.
- 4. Contractor must submit a monthly invoice to the County contract manager on or before the 30th day of the month at the following address:

Leon County Office of Human Services and Community Partnerships Attention: Tiffany Harris, Healthcare Services Coordinator 918 Railroad Avenue Tallahassee, Florida 32310

#### Section 4: Reports

1. The Contractor must submit required data for each site as designated in the monthly and quarterly invoice. This data shall at a minimum contain the following information:

- a. Total number of prescriptions filled per month
- b. Number of prescriptions filled for Leon County residents
- c. Retail value of prescriptions filled per month for Leon County residents
- d. Monthly number of Patient Assistance Program medications received by Leon County residents
- e. Retail Value of Patient Assistance Program medications received by Leon County residents
- 2. The Contractor must submit a Quarterly Progress Report that is to include the total number of prescriptions filled, the number of patient assistance medications received and the retail value of the medications, performance/clinical outcomes, and a summary of expenditures for medications and salary expenses, respectively, as documented during the respective quarter.
- 3. The Contractor must submit a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, and progress toward program goals. The Quarterly Progress Report is to be submitted with the invoices for the months of March, June and September. The Report must be attached to the respective monthly invoice in order for the County to proceed with invoice processing and payment, unless otherwise specified by the Board.
- 4. Annually, the Contractor will submit a final report that provides a detailed summary of all expenditures made utilizing the funds from this Agreement. This annual report will also comprehensively detail the amount of new patients as compared to overall patients served by the provider and the types of service performed during the reporting year. The report will also compare the current period against measures from previous years.

# Section 5: Audits, Records, and Records Retentions

The Contractor agrees:

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- 3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph b above. The County may reproduce any written materials generated as a result of the Contractor's work.

- 4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- 5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- 6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
  - d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
  - e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-606-1900, <u>HarrisTi@leoncountyfl.gov</u>, Human Services and Community Partnerships, 918 Railroad Avenue, Tallahassee, FL 32310.

# Section 6: Monitoring

The Contractor agrees:

- 1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the 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.
- 2. 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 Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, after consultation with the College, result in any one or any combination of the following: (a) the College being deemed in breach or default of this Agreement; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this Agreement for cause.

# Section 7: Time

The length of this Agreement shall be for a term of twelve months beginning on **October 1, 2017 and ending on September 30, 2018**.

# Section 8: Hold Harmless

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee, in a manner consistent with section 768.28, Florida Statues.

# Section 10: Staffing Changes

The County must be notified in writing of separation and/ or termination of employment of the Executive Director or any funded position of this Agreement within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

# Section 11: Termination

- 1. Either party may terminate this Agreement with or without cause, by giving the other party sixty (60) days written notice of termination. The County shall not be required to give the Contractor such sixty (60) day written notice if, after meeting with the Contractor, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.
- 2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the provider or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

3. In the event of termination for any reason, County shall compensate College for services provided up to the effective date of the termination.

# Section 12: Revisions

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

# Section 13: Construction

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

# Section 14: Budget

The performance of Leon County of any of its obligations under the 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 renewal of the Agreement.

# Section 15: Status

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

# Section 16: 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.

# Section 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 its affiliates has been convicted of a public entity crime. Contractor and its 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.

# Section 18: Contractor's Responsibility

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

# Section 19: Waiver

Waiver by either party of any breach is not to be deemed a waiver of subsequent breach of the same or any other covenant

# Section 20: Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

# Section 21: Insurance

The Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Provider. Such insurance shall be in accord with the following:

- 1. Minimum Limits of Insurance Provider 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.
  - b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
  - d. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
  - e. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Provider may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)-year period.
- 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 Provider 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, Automobile Liability and Event Liability Coverages (County is to be named as Additional Insured).
  - 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Provider, including the insured's general supervision of the Provider; products and completed operations of the Provider; premises owned, occupied or used by the Provider; or automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - 2. The Provider's insurance coverage shall be primary insurance as respects the County, it 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 Provider's insurance and shall not contribute with it. Provider hereby waives subrogation rights for loss or damage against the county.
  - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - 4. The Provider's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
  - 5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Provider.
- 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

Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors Provider 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 hereinabove.

# Section 22: Notices

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the COLLEGE:

Seth Y. Ablordeppey, PhD Interim Dean Florida A&M University College of Pharmacy and Pharmaceutical Sciences Tallahassee, Florida 32307

Notice to the COUNTY:

Shington Lamy, Director Leon County Office of Human Services and Community Partnerships 918 Railroad Avenue Tallahassee, FL 32310

# [THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

# LEON COUNTY, FLORIDA

BY: ____

Vincent S. Long County Administrator

_____

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

BY:_____

Approved as to Form: Leon County Attorney's Office

BY:_____

Herbert W. A. Thiele, Esq. County Attorney

# FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Marcella David Provost, Florida A&M University

Seth Y. Ablordeppey, PhD Interim Dean, College of Pharmacy and Pharmaceutical Sciences

Jim Jacoby Risk Management and Insurance

Approved as to form, but legality subject to execution by all parties. Office of the General Counsel

BY:_____ David C. Self, II Associate General Counsel Date

Date

Date

Date

# Leon County Board of County Commissioners

Notes for Agenda Item #9

# Leon County Board of County Commissioners

# Agenda Item #9

October 24, 2017

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

From: Vincent S. Long, County Administrator

 Title:
 Veterans Emergency Assistance Program Agreement with Emergency Care Help Organization

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

# **Statement of Issue:**

This agenda item seeks Board approval to enter into an Agreement with the Emergency Care Help Organization to administer and distribute county emergency assistance funding for veterans. Additionally, to maximize the use of County funds allocated for veteran's assistance, the item also seeks approval to reallocate any remaining balance of the Military Personnel Grant (after any property tax grants are awarded) for the Veterans Emergency Assistance Program.

# **Fiscal Impact:**

This item has a fiscal impact to the County of \$100,000 which is included in the FY 2018 budget. Currently the \$100,000 is allocated \$50,000 each for the Veterans Emergency Assistance Program (VEAP) and the Active Duty Military Grant. To maximize the use of the funds, the item proposes that any remaining budgeted funds for the Military Personnel Grant program be realigned to support the VEAP.

# **Staff Recommendation:**

- Option #1: Approve the Agreement with the Emergency Care Help Organization (ECHO) to administer the Veterans Emergency Assistance Program and authorize the County Administrator to execute (Attachment #1).
- Option #2: Approve that after property tax grant awards are made, the transfer of any unallocated funds from the Active Duty Military Personnel Grant funds to the Veterans Emergency Assistance Program (VEAP).

Title: Veterans Emergency Assistance Program Memorandum of Agreement with Emergency Care Help Organization
October 24, 2017

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#### **Report and Discussion**

# **Background:**

At the October 23, 2007 meeting, the Board adopted the revised Policy No.03-18, "Grant for Active Duty Military Personnel" (Attachment #2). The grant established the program and funding for residents who are US military or active reserve members to assist them in paying their County property taxes for any calendar year that they serve in a named military conflict. At that time, the Board set aside \$100,000 to fund the program.

During the March 12, 2013 meeting, the Board established the Veterans Emergency Assistance Program (VEAP) and the Board approved a Memorandum of Agreement (MOA) with the Florida Veterans Foundation (FVF) to administer the Program. The VEAP was created to address the influx of troops returning from Iraq who were periodically unable to pay for basic housing necessities, such as utilities and rent. To fund the Program the Board realigned \$25,000 from the Grant for Active Duty Military Personnel to the VEAP. To account for the additional demand for VEAP services, at the June 23, 2015 Budget Workshop, the Board again adjusted the allocation by increasing the VEAP allocation to \$50,000 thereby reducing the Grant for Active Duty Military Personnel to \$50,000.

As of December 2016 staff had received no applications requesting funds from the Grant for Active Duty Military Personnel. In contrast, 156 veterans requested and received assistance through the VEAP. Included as part of the 2016 carry forward process, \$25,000 of the FY 2016 Grant for Active Duty Military Personnel funds were carried forward to the FY 2017 Budget for VEAP, increasing the total allocation for VEAP to \$75,000 for FY 2017.

In accordance with VEAP guidelines, participants may access up to \$500 for rent/mortgage assistance, \$300 for utilities/fuel assistance, \$200 for temporary shelter assistance, \$100 for transportation to a veterans' hospital or clinic, and up to \$50 to obtain a birth certificate or driver's license.

Since the inception of the VEAP, the FVF has administered the program on behalf of the County. The current Agreement with FVF expired on September 30, 2017. On September 14, 2017, FVF notified staff that they would no longer be able to administer the VEAP due to a significant decrease in personnel and funding from the Florida Legislature.

# Analysis:

In light of FVF's notification, staff explored options that would ensure the VEAP objectives were met, including administering the program in-house. Although managing the VEAP through the County's Veterans Services Office would address the veterans' immediate need for financial assistance, this approach would not meet their need for access to other related essential services, such as food or basic household items. Recognizing the added value of partnering with a human services agency, staff considered entering into an agreement with a community based agency like the American Legion or the Veterans of Foreign Wars, Post 3808 to administer the VEAP. However, these agencies did not have the personnel needed to support an additional program. Staff also considered utilizing ECHO and the Salvation Army. The Salvation Army currently,

 Title: Veterans Emergency Assistance Program Memorandum of Agreement with Emergency Care Help Organization
 October 24, 2017
 Page 3

administers the County's Direct Emergency Assistance Program (DEAP) which provides emergency assistance to all county residents regardless of military status.

Since 1981 ECHO, a not-for-profit organization has provided emergency assistance, family support and other resources to residents in need, including veterans in the Big Bend area. In considering the benefits a partnership with ECHO would provide for local veterans, staff reached out to ECHO representatives to discuss the feasibility of their agency administering the County's VEAP Program. ECHO indicated that it has the capacity to administer the County's VEAP. A partnership with ECHO would provide veterans the convenience and access to a wider net of emergency services. In addition to the financial assistance provided through VEAP, ECHO's Emergency Resources Program would offer veterans basic necessities such as food, clothing, canes/crutches, and hygiene products. ECHO would also provide case management services to each veteran and assist them with accessing other programs such as SNAP and Medicaid. Aligning VEAP with ECHO would enhance veterans' access to ECHO's Homeless Prevention Grant and Rapid Re-Housing Grant Programs. As an added benefit, VEAP participants in need of home furnishing could access these resources through ECHO's partnership with the Big Bend Homeless Coalition's Advocates for Veterans Housing. In considering all of the additional benefits that would be afforded county veterans, staff determined an Agreement with ECHO would be most advantageous.

Under the proposed Agreement, ECHO would administer VEAP by assisting veterans with completing the application, determining eligibility for the program, and allocating the appropriate funds to address the emergency situation on their behalf. To further market and promote the County's Veteran Services Program, ECHO would refer veterans to the County's Veterans Services Office for assistance to determine their eligibility for benefits offered through the U.S. Department of Veterans Affairs.

Applying the same terms used for the Salvation Army for administering the DEAP, ECHO would use no more than 10% of the total allocation for costs associated with administering the VEAP. Similarly, ECHO would be required to submit monthly expenditure reports detailing the veterans who they assisted through VEAP. Any funds not expended by the end of the fiscal year must be returned to the County. The Proposed Agreement with ECHO is included as Attachment #1.

In addition to establishing a relationship with ECHO, staff analyzed the existing allocation of funding between the "Grant for Active Duty Military Personnel" and the VEAP. The deadline for filing an application to use the Active Duty Military Personnel (property tax assistance) funds is December 31 of the calendar year following the year of release or return from active duty. This means that a military service person must apply by December 31st of the year after their returned home. Military Personnel Grant funds reserved for the Active Duty Military Personnel property tax assistance have not been utilized since FY 2015; while the utilization of the VEAP program funds have steadily increased each year as reflected in Table #1.

Title: Veterans Emergency Assistance Program Memorandum of Agreement with Emergency Care Help Organization

October 24, 2017 Page 4

	VEAP (emergency assistance)		-	ilitary Personnel 1x assistance)
Fiscal Year	Allocation	Program Expenditure	Allocation	Program Expenditure
2015	\$50,000	\$49,812	\$50,000	\$3,600
*2016	\$50,000	\$59,444	\$25,000	\$0
2017	\$75,000	\$72,396	\$50,000	\$0
**2018	\$75,000	\$0	\$25,000	\$0

Table #1: Military Personnel Grant Fund Allocations and Expenditures

* \$25,000 of the Active Duty Military allocation was carried forward and applied to the 2017 VEAP allocation. ** Pending final property tax assistance, the balance of the allocation would be realigned to the VEAP program.

After reviewing the expenditure pattern of the Active Duty Military Personnel (property tax assistance) and VEAP funds over the last three years, staff is recommending that after the application deadline and subsequent award (property tax assistance), the remaining balance be transferred to the VEAP, commencing in FY 2018.

# **Options:**

- 1. Approve the Agreement with the Emergency Care Help Organization (ECHO) to administer the Veterans Emergency Assistance Program and authorize the County Administrator to execute.
- 2. Approve that after property tax grant awards are made, the transfer of any unallocated funds from the Active Duty Military Personnel Grant funds to the Veterans Emergency Assistance Program (VEAP).
- 3. Do not approve the Agreement with the Emergency Care Help Organization (ECHO) to administer the Veterans Emergency Assistance Program.
- 4. Do not approve the proposed adjustment to the FY 2018 Military Personnel Grant Program.
- 5. Board direction.

# **Recommendation:**

Options #1 and #2.

# Attachments:

- 1. Proposed Agreement between Leon County and the Emergency Care Help Organization
- 2. Policy No. 03-18 "Grant for Active Duty Military Personnel"

# LEON COUNTY VETERANS EMERGENCY ASSISTANCE PROGRAM (VEAP)

# AGREEMENT

This Agreement, entered into this 1st day of October, 2017, by and between Leon County, Florida, hereinafter referred to as the "County" and the Emergency Care Help Organization (ECHO), hereinafter referred to as the "Agency".

WHEREAS, the County has determined that it is in the best interest of the Veterans of Leon County, Florida that the County allocate funds to assist Veterans with basic necessity expenditures during emergencies for purposes of health and safety, and prevent homelessness.

WHEREAS, the County desires to partner with the Agency for the administration of Veterans Emergency Assistance Program (VEAP).

WHEREAS, the County desires to engage the Agency to partner with the County in providing the services as described in the Scope of Work.

NOW, THEREFORE, the parties do mutually agree as follows:

#### A. GENERAL CONDITIONS

1. Agreement and Term

The County hereby agrees to engage the Agency and the Agency hereby agrees to perform all the necessary services hereafter set forth in the Scope of Services and in accordance with the VEAP Guidelines (Exhibit #1) for a term of October 1, 2017 to September 30, 2018.

- 2. <u>Scope of Services</u>
  - a. In assuming its responsibilities hereunder, the Agency shall do, perform, and carry out in a satisfactory manner, the provisions of the Scope of Work and in accordance with the terms of this Agreement.
  - b. The services are to be provided in a manner which meets the emergency needs of eligible applicants, while adhering to the intent of the program to provide temporary emergency assistance with basic necessity expenditures, not on-going or regular support.
  - c. The Agency should assist all applicants, eligible or ineligible for VEAP assistance, with social services as appropriate, and within the Agency's current purview, including VEAP application preparation, financial counseling, alternative resources, and referrals to appropriate agencies for employment counseling, energy audits, and other related services to assist with long term sustainability.

#### 3. Scope of Work

a. The Agency will provide services to Veterans who are in need of assistance with rental/mortgage, utilities, temporary shelter, and transportation for medical treatment, birth certificates, and special need circumstances. Assistance will include responding to inquiries for assistance; completing the application for VEAP assistance in concert with Veterans and processing assistance

Page **1** of **6** 

applications; providing customer with application status updates; and, for approved applications, and allocation of funds.

- b. The Agency must make determinations for eligibility for assistance based on the Veteran Emergency Assistance Program (VEAP) Guidelines.
- c. The Agency will provide assistance to Veterans of Leon County only.
- d. The Agency will verify and document all information required to make eligibility determinations before any disbursement is made.
- e. The Agency will confirm and document the circumstance of the emergency situation.
- f. The Agency will document and verify the Veteran's plan for sustainability after assistance has been awarded.
- g. The Agency will not provide assistance to any Veteran or its household who has received assistance during the last twelve (12) months or a total of three (3) times during the life of the program.
- h. The Agency will submit VEAP Expenditure Reports by the 15th of each month.
- i. The Agency will maintain a record of all VEAP assistance provided for tracking, auditing, and responding to inquiries regarding assistance status.
- j. Agency will have appropriate supervisory and auditing protocols in place to ensure program compliance.
- 4. Personnel and Subcontracting
  - a. The Agency represents that it has and will maintain adequate staffing to carry out the Scope of Work under this agreement. Such employees shall not be employees of Leon County or have any contractual relationship with the County.
  - b. All services required hereunder will be performed by the Agency and all personnel engaged in performance of work or services shall be fully qualified and properly authorized under appropriate state and local laws to perform such services.
  - c. None of the work or services to be performed under this agreement shall be subcontracted without prior written approval from the County.
- 5. Budget and Funding
  - a. The County shall provide the Agency up to \$100,000 for emergency financial assistance to eligible veterans for VEAP.
    - 1. The County will advance an initial amount of \$50,000 for VEAP at the beginning of the fiscal year.
    - 2. After January 1, the County will advance an additional amount of up \$50,000 for the remainder of the fiscal year.
  - b. No more than 10% of the total allocation shall be used by the Agency for administrative support to VEAP.

- c. By the end of each month, the Agency will submit a report of VEAP Expenditures to the County for the previous month, documenting details of assistance provided.
- d. The County will inspect all reports and conduct scheduled audits to ensure program and fiscal compliance and provide written notice of any findings and proposed corrective action within 30 days.
- e. Future distributions to the Agency will be contingent upon compliance and status of previously disbursed funds to the Agency.
- f. Upon termination of this agreement, the Agency shall remit all unexpended funds to the County within ten (10) business days following the effective date of such termination.
- g. Funding for services shall end September 30, 2018. The Agency shall return any unexpended funds to the County by October 10, 2018.

#### 6. <u>Reporting</u>

- a. Upon execution of the Agreement, the Agency will provide in writing, the Agency staff member who will be responsible for the submission of all Agency reports to the County for the administration of this agreement.
- b. All reports must be submitted electronically by the end of each month to Ben Bradwell at bradwellb@leoncountyfl.gov. All other related correspondence may be submitted to:

Ben Bradwell Attn: VEAP 918 Railroad Avenue Tallahassee, FL 32310

7. Termination of Agreement for Cause

If the Agency fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement, of if the Agency violates any of the covenants, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice of such termination to the Agency, specifying the reasons for termination and the effective date thereof, at least five (5) days prior to the effective date of such termination. Notwithstanding such termination, the Agency shall not be relived of the liability to the County for any damages sustained by the County by virtue of any breach of the agreement by the Agency.

8. <u>Termination of Contract</u>

The County reserves the right to terminate this Agreement with the Agency at any time and for any reason with or without cause.

9. Audits

The County reserves the right to perform an audit of the Agency's records with prior notice. The audit shall encompass an examination of all financial transactions, applications, eligibility documentation, accounts, and reports to evaluate program and fiscal compliance with the terms of the Agreement.

#### 10. Use of County Funds

- a. Funds received by the Agency pursuant to this Agreement shall only be used for those purposes outlined in the Agreement.
- b. Funds shall be deemed misused when the Agency does not fully comply with the use of funds in accordance with the Agreement. The Agency will repay to the County all misused funds.

#### 11. Assignment

The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County.

# **B. ASSURANCES**

#### 1. Non-Discrimination

The Agency warrants and agrees not to discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, sex, orientation, national origin, disability, political affiliation or belief, nor shall it discriminate or permit discrimination against any person in any manner prohibited by the laws of Leon County, the State of Florida, or the United States.

#### 2. Interest of the Agency

The Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement. The Agency further covenants that it will not employ any individual or utilize any volunteer whose interest conflicts in any manner or degree with the performance of services required to be performed under the performance of services required to be performed.

# 3. <u>Records</u>

The Agency shall use an accounting system that meets generally accepted accounting principles. The Agency shall maintain such property, personnel, financial and other books, records, documents and other evidence sufficient to reflect accurately the amount, receipt, and disposition by the Agency of all funds received. The Agency shall preserve and make its records available until the expiration of three (3) years from the date of the final settlement, and for such longer period, if any, as is required by applicable statute or lawful requirement.

#### 4. Public Records

The Grantee shall, to the extent applicable, comply with public records access requirements, set forth in Section 119.0701(2) Florida Statutes, including the obligation to:

- a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
- d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Ben Bradwell III Veterans Services Manager Office of Human Services and Community Partnerships 918 Railroad Avenue Tallahassee, Florida 32310 (850) 606-1940 BradwellB@leoncountyfl.gov

# C. NOTICES

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to Agency:

Freddy Branham, Executive Director Emergency Care Help Organization 1707 S. Gadsden Street Tallahassee, FL 32399 Notice to the COUNTY:

Shington Lamy, Director Leon County Office of Human Services and Community Partnerships 918 Railroad Avenue Tallahassee, FL 32310

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

Emergency Care Health Organization	LEON COUNTY, FLORIDA
Ву:	By: Vincent S. Long
Printed name	County Administrator
Title:	Date:
Date:	
Witness:	
Witness printed name	
ATTEST:	
Gwendolyn Marshall, Clerk of the Circuit Co Leon County, Florida	ourt and Comptroller
BY:	
Approved as to Form: Leon County Attorney's Office	
BY: Herbert W. A. Thiele, Esq.	
County Attorney	

16.03

# Board of County Commissioners Leon County, Florida

# Policy No. 03-18

Title:	Grant for Active Duty Military Personnel
Date Adopted: Effective Date:	October 23, 2007 October 23, 2007
Reference:	None
Policy Superseded:	Policy 03-18, Grant for Active Duty Military Personnel, adopted March 28, 2006; Policy 03-18, Grant for Active Duty Military Personnel, adopted November 18, 2003

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a revised Policy 03-18, Grant to Active Duty Military Personnel," is hereby adopted, to wit:

# I. Intent and Purpose

That all persons serving in the United States military who reside in Leon County are eligible to apply for a grant equal to that portion of their Leon County Ad Valorem property taxes on their owneroccupied residence reflecting the time served on active duty in direct support of a named United States military conflict or national emergency declared by the President of the United States per Title 10, U.S.C. Alternately, a grant is available to Leon County residents who are not property owners, but who meet all other eligibility criteria.

# II. Eligibility

A. The person making application, in order to qualify, shall be a member of the United States military or a member of the United States Reserve or National Guard who has been called to active duty during the preceding calendar year of January 1 through December 31 for a named United States military conflict or in support of a national emergency declared by the President of the United States per Title 10, U.S.C.

B. The Grant is also available to members of the United States Reserve or National Guard for time served on active duty, or in active duty for training, when active duty training is in preparation for, and followed by, service in a named military conflict or in support of a national emergency declared by the President of the United States per Title 10, U.S.C. The Grant applies to Leon County property owners who are members of a unit in another state, in addition to those in a Florida unit. Only one refund may be granted to each household per calendar year.

C. Alternately, a \$600 annualized Grant is available to the deployed/mobilized military population who reside in Leon County, but are not Leon County property owners. The \$600 Grant will assist deployed/mobilized Leon County service members in meeting expenses caused by their separation from jobs and families. For deployed/mobilized service members who are Leon County property owners, the Grant payable by Leon County will be the greater of either the ad valorem property tax refund or the \$600Grant. Either the ad valorem property tax refund or the \$600 Grant, but not both, is available during a calendar year.

# III. Grant Procedures

A. The application period shall be between January 1 and December 31 of each calendar year, starting with October 1, 2002. The application period for the first year of this grant program was extended through June 30, 2004, to enable participation by those currently on active duty in a current military conflict.

B. The amount of the refund shall not exceed the Ad Valorem property taxes assessed by Leon County on the tax bill received in November of each calendar year. Such Grant shall not be eligible to pay the taxes imposed by any other unit of government, nor any assessments, fees, or other charges of any nature whatsoever.

C. The Grant payment equal to Leon County Ad Valorem property taxes, or a \$600.00 annualized Grant, shall be based upon an application form (attached) which must be submitted by the qualifying applicant or specified agent to the Leon County Veteran Services Division, 918 Railroad Avenue, Tallahassee, Florida, 32310, and the Grant shall be in strict accord with the policy set forth herein. The deadline for filing an application is December 31 of the calendar year following the year of release or return from active duty. The application must be accompanied by appropriate documentation that clearly defines the period of service; e.g., copy of DD Form 214 or equivalent document, copy of official orders specifying actual dates of service, copy of paid travel pay vouchers with attached orders, letter from the respective unit commander or personnel office stating the active duty period, etc.

D. If the application is submitted by the military servicemember's specified agent, a copy of the legal vehicle authorizing the specified agent to act on behalf of the servicemember must accompany the application. These grants are subject to budgetary appropriation on an annual basis by the Board of County Commissioners of Leon County.

Revised 10/23/2007





# MILITARY PERSONNEL GRANT APPLICATION

Name :

Address:

Phone Number:

Tax Parcel I.D. No. (if applicable):

Branch of Military Service (Circle One): Army Navy Air Force Marine Corps Coast Guard National Guard Army Reserve Navy Reserve Air Force Reserve Marine Corps Reserve

Name of Military Conflict:

Dates of Service: Month/Day/Year ___/ Thru Month/Day/Year ___/___

Signature of Applicant

Date

NOTE: The application must be accompanied by: 1) a copy of the tax bill for the above-referenced parcel for refund payment of Leon County Ad Valorem property taxes, if applicable; 2) appropriate documentation that clearly defines the period of service; e.g., copy of the DD Form 214 or equivalent document, copy of official orders specifying actual dates of service, copy of paid travel pay vouchers with attached orders, or a letter from the respective unit commander or personnel office stating the active duty period; and 3) a copy of the legal vehicle authorizing a specified agent to act on behalf of the service member, if applicable.

SUBMIT APPLICATION TO: Leon County Veteran Services Division 918 Railroad Avenue Tallahassee, Florida 32310 Questions may be directed to (850) 606-1940

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by ______ who is personally known to me or who has produced ______ as identification, and who did take an oath.

(print name) NOTARY PUBLIC

16.03

SEAL

My Commission expires:

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# Leon County Board of County Commissioners

Notes for Agenda Item #10

# Leon County Board of County Commissioners

# Agenda Item #10

October 24, 2017

To: Honorable Chairman and Members of the Board

From:

Vincent S. Long, County Administrator

Request to Schedule the First and Only Public Hearing to Consider an Title: Administrative Amendment to the Southwood Development of Regional Impact Development Order for November 14, 2017 at 6:00 p.m.

<b>Review and Approval:</b>	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management	
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Ryan Guffey, Concurrency Mgt. Planner, Development Services	

# **Statement of Issue:**

This agenda item seeks approval to schedule the first and only Public Hearing to consider a proposed Administrative Amendment to the Southwood Development of Regional Impact Development Order to allow for assisted living facilities in the development consistent with the traffic mitigation previously provided by the developer for Phase 2A. This amendment requires approval of both the County and City Commissions due to the project having an integrated Development Order.

# **Fiscal Impact:**

This item has no fiscal impact to the County.

# **Staff Recommendation:**

Option #1: Schedule the first and only Public Hearing to consider a proposed Administrative Amendment to the Southwood Development of Regional Impact Development Order (Attachment #1) for November 14, 2017 at 6:00 p.m.

Title: Request to Schedule the First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order for November 14, 2017 at 6:00 p.m.
October 24, 2017

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# **Report and Discussion**

# **Background:**

Southwood is a 3,222 acre mixed-use development located in the southeast area of the City of Tallahassee and Leon County. Due to the size and scope of the Southwood development, it is a Development of Regional Impact (DRI), pursuant to Florida Statutes Chapter 380. The DRI Development Order (DO) for Southwood was adopted by the City and County in 1999. The DO defines the plan of development of the Southwood DRI. In addition, the Southwood DO requires the developer to fund a number of infrastructure improvements. The entire site is zoned Planned Unit Development (PUD), which implements the entitlements of the DRI and establishes the standards for development of each component of the DRI.

In 2011, Chapter 380.06, Florida Statutes, was amended to allow local governing authorities to process Administrative Amendments to approved DRIs. As defined by Florida Statutes, Administrative Amendments are minor in nature and therefore do not impact a proposed development's previously reviewed and mitigated off-site impacts. Prior to 2011 any proposed change to an approved DRI required an exhaustive and time consuming process which included review by the Regional Planning Council and multiple state agencies, as well as, the local government(s) with regulatory authority over the DRI. Because the Southwood DRI has an integrated DO, the proposed Administrative Amendment will require approval by both the County Commission and the Tallahassee City Commission.

# Analysis:

Presently, the developer of the Southwood DRI is pursuing an Administrative Amendment (minor amendment) to the Southwood DO (Attachment #1). The following changes are proposed to the Southwood DO:

- Amend the phasing program to allow for Phase 2A entitlements to be used within the various pods identified in Phase 2B within Exhibit B-2.
- Amend the conversion allowance within the DO to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI.

Phase 2A allows for up to 2,945 dwelling units, up to 1,323,000 gross square feet of nonresidential building area, and up to 170 hotel rooms. The majority of this square footage is split equally between commercial and industrial uses, while the remaining is set aside for educational facilities and office uses. The St. Joe Company has previously mitigated impacts for the Phase 2A development program; no additional concurrency mitigation is required for that component of the project. The developer has already utilized the majority of the acreage designated within Phase 2A but has some entitlements remaining. Therefore, St. Joe is requesting a revision to the phasing program to allow them to utilize the remaining Phase 2A entitlements on pods that are identified in the Phase 2B program of the DRI. Since these remaining entitlements have already been accounted for, no additional mitigation would be required. Title: Request to Schedule the First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order for November 14, 2017 at 6:00 p.m.
October 24, 2017
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The Southwood PUD will not be amended as part of this request. The PUD will continue to determine allowable land uses and development standards for each of the pods impacted by the proposed amendment. The amendment seeks to revise the timing for development of the referenced pods. The pods included in the amendment are identified in Attachment #2. One pod (Pod MUEI-1 "Conley Elementary School") is already built out and will not be impacted by the proposed amendment. Two other pods (Pods TC-1 and TC-2 "Town Center") contain significant existing development and will not be impacted by the proposed amendment.

Phase 2B contains entitlements for approximately 3,785,000 gross square feet of non-residential building area, with a majority of the square footage allocated to industrial uses and the remaining associated with office and commercial uses. However, should the St. Joe Company proceed with the development of entitlements associated with Phase 2B, then an updated master transportation analysis shall be required in order to address concurrency for these future land uses.

Land use conversion allowances are frequently utilized within large scale projects, such as DRIs, to allow for greater flexibility. Oftentimes allowable land uses identified within a DRI evolve or new uses emerge as a result of market trends or technological advances. The same can be said about how technological advancements and new uses can affect transportation impact analysis. The existing conversion factors do not currently address assisted living and continuing care facilities. The amendment would allow updated land use conversion factors for calculating trips for assisted living and continuing care facilities in order to accurately determine proposed transportation impacts as well as ensure compliance with previously mitigated impacts. As noted previously, the requirement for a detailed master transportation analysis prior to the commencement of Phase 2B entitlements will still be required in the DO. In addition, the Apalachee Regional Planning Council encourages St. Joe to consider new mobility opportunities, such as more transit stops, which could provide increased access across residential and commercial/office uses, and bicycle sharing (Attachment #3). These mobility suggestions could be implemented during the site plan review process for various components of the DRI.

Neither of the proposed changes will increase external trips beyond what has been mitigated as the result of the previously approved Substantial Deviation, nor would it reduce the open space requirement. As stated previously, the proposed amendment does not change the land use designations of the DRI, nor will it affect the PUD. As a result, the proposed modification can be completed as an administrative process and does not require the Notice of Proposed Change (NOPC) process per Section 380.06(19)(e)2.k, Florida Statutes. This section of State law stipulates that changes that do not increase the number of external peak hour trips and do not reduce open space and conserved areas within the DRI do not require the filing of a NOPC. Neither this section of State law nor the Leon County Land Development Code specifically requires the County to conduct a public hearing to consider such an amendment. However, the City's Land Development Code does require a public hearing for the requested amendment. As the result of an integrated Development Order and to ensure a coordinated and consistent review of the proposed amendment, staff is proceeding with a request for public hearing as well.

Title: Request to Schedule the First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order for November 14, 2017 at 6:00 p.m.
October 24, 2017
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The Southwood Administrative Amendment has been reviewed by the Planning Department and was found consistent with the Comprehensive Plan (Attachment #4). The proposed amendment was presented to the Planning Commission on August 2, 2017 at a regularly scheduled Public Hearing. The Planning Commission determined that the amendment was consistent with the Comprehensive Plan and recommended approval as presented. The City Commission has scheduled their Public Hearing for this item for October 25, 2017.

# **Options:**

- 1. Schedule the first and only Public Hearing to consider a proposed Administrative Amendment to the Southwood Development of Regional Impact Development Order (Attachment #1) for November 14, 2017 at 6:00 p.m.
- 2. Do not schedule the first and only Public Hearing to consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order for November 14, 2017 at 6:00 p.m.
- 3. Board direction.

# **Recommendation:**

Option #1

# Attachments:

- 1. Letter from Mr. Abraham Prado and Proposed Administrative Amendment
- 2. Map showing pods of DRI affected by proposed amendment
- 3. Letter from the Apalachee Regional Planning Council
- 4. Tallahassee-Leon County Planning Department Memorandum



August 7, 2017

Mr. Ryan Guffey, AICP, CTP Concurrency Management Planner Development Services Division Department of Development Support and Environmental Management Renaissance Center, 2nd Floor 435 North Macomb Street Tallahassee, Florida 32301-1019

Re: Southwood Development of Regional Impact (DRI), Leon County, Florida

Dear Mr. Guffey:

On behalf of The St. Joe Company, we kindly request that the submitted Administrative Amendment to the Southwood DRI be placed on the agenda for consideration by the Board of County Commissioner. If you have any questions or need additional information please let us know. I can be reached at 850-402-5148.

Respectfully,

Abraham A Prado Director Development - The St. Joe Company

# SOUTHWOOD DRI

# **ADMINISTRATIVE AMENDMENT JUNE 2017**

Submitted by

The St. Joe Company 3251 Hemingway Blvd Tallahassee, Florida 32311

-

June 2017

÷.



June 15, 2017

Mr. Keith Burnsed City of Tallahassee Growth Management 435 North Macomb Street Tallahassee, Florida, 32301

Re: Southwood Development of Regional Impact (DRI), Leon County, Florida

Dear Mr. Burnsed:

On behalf of The St. Joe Company, please find attached an application for a proposed amendment to the Southwood DRI. This application is being submitted to you pursuant to Section 380.06(19)(e)2.k, Florida Statutes (F.S.) that states that changes that do not increase the number of external peak hour trips and do not reduce open space and conserved areas within the project do not require the filing of a notice of proposed change but require an application to the local government to amend the development order in accordance with the local government's procedures for amendment of a development order.

The two proposed changes include revisions to the phasing program to allow for Phase 2a entitlements to be used within the various parcels currently identified as Phase 2b within Exhibit B-2 and a modification to the conversion allowance within the Development Order to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI. Neither of these two proposed changes increase external trips beyond what was previously calculated during the review of Substantial Deviation No. 1 as part of NOPC-6 or reduce the open space requirement. Additional detail and information is included in the attached application.

If you have any questions or need additional information please let us know. I can be reached at 850-402-5148.

Respectfully,

Abraham A Prado

Director Development - The St. Joe Company

**Enclosures (1)** 

# 1. Applicant (name, address, phone)

The Applicant (Developer) is:

The St. Joe Company 133 Watersound Parkway Watersound, Florida 32461 (850) 231-6400 Fax (850) 231-6595

# 2. Authorized Agent (name, address, phone)

The Authorized Agent for the Developer is:

Abraham Prado Director - Development 3251 Hemingway Blvd Tallahassee, Florida 32311

# 3. Location (City, County, Township/Range/Section) of approved DRI and proposed change.

The location of the approved Southwood DRI and the proposed changes is Sections 2, 3, 9, 10, 11, 14, 15, 16, 21, 22, 23, 26, 27, 28 and 29, Township 1 South, Range 1 East, partially within the City of Tallahassee and partially within unincorporated Leon County, Florida.

4. Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval. Indicate such changes on the project master plan, supplementing with other detailed maps, as appropriate.

This minor amendment is intended to accomplish two changes to the approved Southwood DRI (Project) as described below:

A. Revise the EXHIBIT B-2 "SOUTHWOOD DRI PHASING PROGRAM". The Developer proposes to revise the phasing program to allow for Phase 2a entitlements to be used within the various parcels currently identified as Phase 2b within Exhibit B-2. The change would not grant the additional entitlements identified as Phase 2b in Exhibit B-1 to the Development Order but rather allow for already mitigated entitlements within Phase 2a to be allocated to these various parcels to facilitate

development of these parcels. Development of the Phase 2b entitlements will continue to require an updated transportation analysis. A proposed revised Exhibit B-2 is included as part of Exhibit "A".

- B. Modify the conversion allowance for Assisted Living/Continuing Care Facilities. The Developer proposes to modify the conversion allowance within the Development Order to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI.
- 5. List all dates and resolution numbers (or other appropriate identification numbers of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government. Has there been a change in local government jurisdiction for any portion of the development since the last approval or development order was issued? If so, has the annexing local government adopted a new DRI development order for the project?

City of Tallahassee

NOPC No. 1 – Adopted by City Commission on January 26, 2000

NOPC No. 2 - Adopted by City Commission on November 21, 2000

Integrated Development Order (adopted by City Commission on October 10, 2001) – Adopted a restated and integrated development order and approved NOPC No. 3

NOPC No. 4 - Adopted by City Commission on February 26, 2003

NOPC No. 5 - Adopted by City Commission on November 23, 2004

Integrated Development Order (adopted by City Commission on August 31, 2005) --Adopted a restated and integrated development order and approved NOPC No. 6/Substantial Deviation No. 1

NOPC No. 7 - Adopted by City Commission on January 25, 2012

Leon County

NOPC No. 1 – Adopted by County Commission on February 8, 2000

NOPC No. 2 - Adopted by City Commission on December 12, 2000

Integrated Development Order (adopted by County Commission on October 30, 2001) --Adopted a restated and integrated development order and approved NOPC No. 3

NOPC No. 4 - Adopted by County Commission on January 27, 2004

NOPC No. 5 - Adopted by County Commission on December 14, 2004

Integrated Development Order (adopted by County Commission on September 13, 2005) -- Adopted a restated and integrated development order and approved NOPC No. 6/Substantial Deviation No. 1

NOPC No. 7 - Adopted by County Commission on July 10, 2012

There has been no change in local government jurisdiction for any portion of the development since the last DRI development order was issued.

6. Does the proposed change result in a change to the build-out date or any phasing date of the project? If so, indicate the proposed new build-out or phasing date.

The proposed amendment does not change any build-out or phasing date. Phase 2b will still need to be entitled in the future and require a traffic analysis at that time.

7. Will the proposed change require an amendment to the local government comprehensive plan?

No.

8. An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development order conditions.

No changes are proposed to the Master Development Plan.

- 9. Include the precise language that is being proposed to be deleted or added as an amendment to the development order. This language should address and quantify:
- a. All proposed specific changes to the nature, phasing, and build-out date of the development; to development order conditions and requirements; to commitments and representations in the Application for Development Approval; to the acreage attributable to each described proposed change of land use; open space; areas for preservation; green belts; to structures or to other improvements including locations, square footage, number of units; and other major characteristics or components of the proposed change;
- b. An updated legal description of the property, if any project acreage is/has been added or deleted to the previously approved plan of development;
- c. A proposed amended development order deadline for commencing physical development of the proposed changes, if applicable;
- d. A proposed amended development order termination date that reasonably reflects the time requirement to complete the development;

- e. A proposed amended development order date until which the local government agrees that the changes to the DRI shall not be subject to downzoning, unit density reduction, or intensity reduction, if applicable; and
- f. Proposed amended development order specifications for the annual report, including the date of submission, contents, and parties to whom the report is submitted.

The language to be added or deleted to the development orders is included in draft development orders included in Exhibit "A".

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Exhibit "A"

## APPROVAL OF THE CITY COMMISSION OF THE CITY OF TALLAHASSEE, FLORIDA, OF NOTHFIGATION-OF-PROPOSED-CHANGE-NO.-7<u>MINOR AMENDMENT</u> FILED BY THE ST. JOE COMPANY, F/K/A ST. JOE TOWNS & RESORTS, L.P. F/K/A ST. JOE/ARVIDA COMPANY, L.P., RESTATING AND APPROVING AMENDMENTS TO THE DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER, AS AMENDED, FOR THE SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT

#### INTEGRATED DEVELOPMENT ORDER, 1999-2017#

I

WHEREAS, the Southwood Development of Regional Impact (DRJ) is a proposed mixed use development on approximately 3,322 acres located in the City of Tallahassee and in unincorporated Leon County, Florida; and

WHEREAS, on November 7, 1994, the City adopted an Urban Services Agreement with The St. Joe Company ("St. Joe") to provide guidelines concerning future utilities and public services; and

WHEREAS, in 1995, the City of Tallahassee (City) and Leon County (County) adopted the Southeast Sector Plan (SESP) as a critical area plan within the Tallahassee-Leon County Comprehensive Plan for the purpose of encouraging well-planned, high-quality development within the southeastern portion of the community in keeping with the City's and the County's commitment to promote the Southern Strategy; and

WHEREAS, in 1995, the City adopted the Southeast Sector Overlay (Ordinance No. 95-O-0029, as amended) to provide guidelines and standards for future development in the area subject to the SESP; and

WHEREAS, the Southwood DRI is located within the area subject to the SESP and is adjacent to and surrounds the Capital Circle Office Center (CCOC) DRI being developed by the Florida Department of Management Services (DMS) as State office buildings; and

WHEREAS, in October, 1997, the Governor established the Southwood Coordinated Planning Effort (SCOPE) Committee, which consists of representatives of the City, County, DMS, Department of Community Affairs (DCA), Florida State University, Florida Agricultural and Mechanical University, Tallahassee Community College, Leon County School Board, and St. Joe; and

WHEREAS, the purpose of the SCOPE process was to ensure coordination of the planning and future development of the Southwood DRI and the CCOC; and

WHEREAS, on April 28, 1999, the City approved the original development order for Southwood; and

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WHEREAS, the City has previously considered and approved six-seven (67) notifications of proposed change to the original development order, which have been formally memorialized in the Integrated Development Order, 1999-20052012, passed and approved by the City Commission on August 31, 2005January 25, 2012; and

WHEREAS, on July 26, 2010, <u>The St. Joe Company (the "Developer") filed Notice of</u> Proposed Change No.-7 (NOPC 7) an Administrative Amendment to the Southwood DRJ, which is to be located on certain real property more specifically described in Exhibit A-1, attached and incorporated herein by reference ("DRI Property"); and

WHEREAS, The St. Joe Company is the owner of the DRI Property and authorized to file the NOPC-7administrative amendment and obtain an amended development order for the DRI Property which shall be set forth in the form of this Integrated Development Order (hereinafter referred to as "Development Order"); and

WHEREAS, the Developer has provided complete copies of the NOPC-7<u>Administrative</u> <u>Amendment</u> and all information for sufficiency to the City. <u>County. DCA</u>, <u>Apalachee Regional</u> <u>Planning Council (ARPC)</u>, and other <u>DRI-review agencies</u>; and

WHEREAS, the Southwood DRI is consistent with the SESP and all other provisions in the Tallahassee-Leon County Comprehensive Plan as amended; and

WHEREAS, the City has duly noticed and held on January 25, 2012, a public hearing on NOPC-7the Administrative Amendment as required by Section 380.06, F.S., and afforded the public and all affected parties an opportunity to be heard and present evidence.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. Findings of Fact and Conclusions of Law. The City makes the following findings of fact and reaches the following conclusions of law regarding this Development Order for the Southwood DRI:

A. Findings of Fact.

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- 1. The above recitals are true and correct, and are incorporated herein by reference.
- On July 1, 1998, the Developer filed an ADA for the Southwood DRI with the City and County, pursuant to the provisions of Section 380.06, F.S., and the ADA is incorporated into this Development Order by this reference.

Commented [PA1]: Need to insert date of submission

Commented [PA2]: To be updated

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- The Developer supplemented the ADA with the following information which is incorporated into the ADA and this Development Order by this reference:
  - a. Sufficiency Response (dated October 5, 1998).
  - b. Supplemental Affordable Housing Analysis (dated November 12, 1998).
  - Supplemental Transportation Analysis and Mitigation Proposal (dated January 22, 1999).
  - Second Supplemental Affordable Housing Analysis (dated January 22, 1999).
  - Second Supplemental Transportation Analysis and Mitigation Proposal (dated February 10, 1999).
  - f. Supplemental Land Use Table (dated March 1999).
  - g. Preliminary Natural Features Inventory (dated January 1999, as supplemented on March 29, 1999 and April 2, 1999).
  - h. Preliminary Environmental Impact Analysis (dated January 1999).
- The ADA was reviewed as required by Chapter 380, F.S., and the City's land development regulations.
- The City held a public hearing on April 28, 1999, considered the ADA and addressed each of the criteria set forth in Sections 380.06(14) and (15), F.S.
- 6. The City determined at the public hearing that all legal requirements of notice and publication as required by Section 380.06(11), F.S., as well as local procedural requirements, for the issuance of the original development order have been met or have occurred.
- The City has received and considered the report and recommendations of the ARPC.
- 8. The Southwood DRI is not in an Area of Critical State Concern.

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- 9. The City has subsequently received applications for six-seven (67) amendments to the original development order in the form of Notices of Proposed Change. 10. All of the Notices of Proposed Change were duly approved in accordance with law. On July 26, 2010, the Developer filed Notice of Proposed Change No. 7 (NOPC-Commented [PA3]: Need to update 11. 7)-an Administrative Amendment to the Southwood DRI with the City-and County, pursuant to the provisions of Section 380.06(19)(c)2.k, F.S., and NOPC-7the Administrative Amendment is incorporated into this Development Order by this reference. The City-has-received and considered the report and recommendations of the 12 ARPC dated-December-13, 2010. 13. The City held a public hearing on January 25, 2012, considered NOPC-7the Commented [PA4]: Need to update Administartive Amendment, and addressed each of the criteria set forth in Sections 380.06(14) and (15)(19)(c)2, F.S. 14. The City determined at the public hearing that all legal requirements of-notice-and publication as required by Section 380.06(11), F.S., as well as local procedural requirements, for the issuance of this Development Order have been met or have occurred. Conclusions of Law The City Commission is the governing body having jurisdiction over that portion 1. of the DRI Property described in Exhibit A-2. The City Commission has authority to review and approve NOPC-7the Administrative Amendment, pursuant to Chapter 380, F.S., and is authorized and empowered to issue this Development Order. 2. The Southwood DRI, as approved herein, is consistent with the State Comprehensive Plan.
- The Southwood DRI is consistent with the Tallahassee-Leon County Comprehensive Plan as amended and the City's land development regulations. All subsequent submittals pursuant to this Development Order shall also be consistent with the Comprehensive Plan.

B.

Posted 4:30 p.m. on October 17, 2017

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- The Southwood DRI is consistent with the Apalachee Strategic Regional Policy Plan as adopted in Chapter 29L-5, F.A.C.
- The Southwood DRI is consistent with the ARPC Regional Report and Recommendations issued pursuant to Section 380.06, F.S., on December 13, 2010.
- The provisions of this Development Order shall not be construed as a waiver of or exception to any local ordinance, state or federal law or regulation.
- The impacts of the Southwood DRI, as conditioned by this Development Order, are adequately addressed pursuant to the requirements of Chapter 380, F.S.
- To the extent that the ADA is inconsistent with the terms and conditions of this Development Order, this Development Order shall prevail.
- NOPC-7: The Administrative Amendment does not constitute a substantial deviation from the Development Order adopted by the City Commission on April 28, 1999, as subsequently amended, and is approved subject to the conditions set forth in this Development Order.
- Section 2. Development Identification
- A. The development shall be known as: Southwood.
- B. The legal description of the Southwood DRI is attached hereto and made part hereof as Exhibit A-1. That property is owned by The St. Joe Company.
- C. The Developer of Southwood is The St. Joe Company, f/k/a St. Joe Towns & Resorts, L.P. f/k/a St. Joe/Arvida Company, L.P.
- D. The authorized agents for the Developer are Abraham Prado, 3251 Hemingway Blvd, Tallahassee, Florida 32311; and Jorge Gonzalez Bridget Precise, 133 South WaterSound | Parkway, WaterSound, Florida 32413.
- E. The Southwood DRI shall consist of 3,322 acres as follows:
  - 1. 2,194,117 square feet of office uses;
  - 2. 799,502 square feet of commercial uses;

## SOUTHWOOD INTEGRATED DEVELOPMENT ORDER 1999-2012<u>7</u>

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- 3. 2,728,381 square feet of industrial uses;
- 4,770 residential units;

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- 5. 403,000 GSF of educational/institutional uses; and
- 6. 1,387 acres of recreation and open space areas.

Uses shall be located within the Project as set forth in this Development Order, including Exhibit "B" and Exhibit "C".

The Developer shall allocate a minimum 160,000 GSF of Phase 1 Commercial and Office, exclusive of the conversion rights provided in the next paragraph, combined for Town Center with the amount of each land use from the minimum allocation constituting no more than 60 percent of the total and no less than 40 percent of the total.

The Developer may convert up to 31,000 GSF of Commercial to up to 63,000 GSF Institutional at a rate of 203 GSF Institutional for 100 GSF Commercial with no more than 23,000 GSF of total Institutional for day care and the remaining square footage for church, synagogue or mosque. Any conversion must be reported in the next required Annual Report.

The Developer may convert various uses to up to 500 beds of Assisted Living/Continuing Care Facilities. Multifamily Residential to Assisted Living may be converted at a rate of 1 DU Multifamily 2.7 beds Assisted Living. Commercial to Assisted Living may be converted at a rate of 1.000 SF Commercial for 23.6 beds Assisted Living. Office to Assisted living may be converted at a rate of 1,000 SF Office for 7.3 beds Assisted Living. Any conversion must be reported in the next required Annual Report.

F. Development of the Southwood DRI shall occur in three (3) phases as described in Exhibit B. Prior to the commencement of <u>development of the Phase 2b entitlements</u>, an updated transportation analysis that addresses the cumulative impacts of Phase 1 and Phase 2a shall be provided by the Developer to the review agencies as a substantial deviation for review of transportation only. Traffic mitigation necessary to serve the project at buildout of <u>the Phase 2b entitlements</u> shall be determined on the basis of state, regional and local government requirements then in effect and shall be incorporated into this Development Order by amendment.

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- G. The development shall proceed, and shall be located substantially as depicted in the Master Development Plan attached hereto and made part hereto as Exhibit C. The exact sizes of buildings or improvements, their utilization and their location shall be determined consistent with applicable land development regulations.
- H. Subsequent to approval of this Development Order, the following final development orders, and/or permits shall be applied for by the Developer:
  - Amendment to the Planned Unit Development (PUD) Concept Plan (as set forth in Subsection 10.3.E of the Zoning, Site Plan, and Subdivision Regulations); and

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- PUD Final Development Plans (Preliminary Plat/Final Plat, and/or Limited Partition, and/or Type A Site Plan, and/or Type B Site Plan, and/or Type C Site Plan as set forth in Articles XXI and XXII of the Zoning, Site Plan, and Subdivision Regulations); and
- Environmental Management Permit(s) (as set forth in Article 2 of the Environmental Management Ordinance); and
- 4. Building Permit(s) (as set forth in the Building Code).

The foregoing list is not intended to waive or eliminate any rights, procedures or exemptions that may be available to the Developer under federal, state or local law.

- I. Master planning and development of the other property owned by St. Joe within the area subject to the SESP shall be consistent with the SESP, as it may be amended from time to time.
- Section 3. Development Approval, The development of the Southwood DRI, as described in this Development Order, is hereby approved subject to the following conditions, stipulations, and requirements:
- A. Specific Conditions

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- 1. Air Quality
  - a. To reduce dust emissions, land clearing shall be scheduled immediately ahead of construction activities and only on the land needed for construction. A water sprinkling program shall be initiated over areas that are excavated, and vegetative cover shall be re-established and maintained once construction is complete.
  - b. Prior to the start of any construction for <u>the</u> Phase 2b <u>entitlements</u>, the Developer shall update the air quality analysis in conjunction with the transportation analysis required by Section 3.A.14 of this Development Order.
- 2. Natural Features Inventory/Environmental Impact Analysis

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- a. The Natural Features Inventory (NFI) shall be approved by the City's Director of Growth Management prior to PUD Concept Plan submittal or any other request for development activity. The Environmental Impact Analysis (EIA) with finalized mitigation and preservation area boundaries, wetland and listed species Habitat Restoration and Management Plan must be approved prior to approval of the PUD Concept Plan, and shall be consistent with the 22% open space/greenway areas as specified in the Comprehensive Plan and Section 3.A.19 below.
- b. The Developer shall cause that property south of Tram Road which is used for stormwater management purposes to be encumbered with a perpetual stormwater casement to assure its perpetual use for stormwater management purposes consistent with the approved Stormwater Facilities Master Plan. The casement shall be granted within 30 days after approval of the permit(s) necessary for the use of such areas for stormwater management purposes.
- c. The placement of any roads or infrastructure within preservation areas will require variances from the Environmental Management Ordinance and shall be consistent with the Comprehensive Plan. Impacts to wetlands shall be mitigated in accordance with state (FDEP) and federal (USACOE) guidelines, the Comprehensive Plan, and the land development regulations.

# 3. Wetlands/Floodplains

- No development will occur prior to the submittal, review, and approval of the Stormwater Facilities Master Plan (SFMP).
- b. Any development within wetlands and floodplains shall be consistent with the local comprehensive plan, Environmental Management Ordinance (EMO), the approved SFMP and all applicable federal and state laws. No development shall occur within wetlands or floodplains except as permitted by local, state, and federal regulations.
- c. Any increases in the flood volume or stage shall be allowed only if the EIA and the SFMP determine that the beneficial functioning of the wetland hydrocycle and associated vegetative components are preserved or enhanced.

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- d. Wetlands shall be protected through conservation easements granted to the City or its designee or the County or its designee, as the case may be.
- e. Pursuant to section 380.06(5)(c), F.S., the Developer has elected to be bound by the rules adopted pursuant to chapters 373 and 403, F.S., that are in effect at the time this Development Order is issued.

#### 4. Vegetation and Wildlife

- a. As described in the ADA and the preliminary EIA, the Developer shall mitigate for the impacts to listed species habitat through protection and restoration of on-site and off-site habitat as follows:
- (1) On-site: The Developer shall provide appropriate use restrictions on approximately 470 acres of the DRI Property (not including use restrictions on the out-of-bounds areas of the golf course described in Section 4.a.1.(c) below and use restrictions on passive recreation areas that are consistent with the Habitat Restoration and Management Plan described in Section 4.b. below) to mitigate for impacts to listed species habitat as follows:
  - (a) Shepherd Branch Mitigation Area. Prior to commencing any development south of Main Street, the Developer will cause a conservation easement to be granted in favor of the City, or its designee, on the 180 acre parcel described in the preliminary EIA to provide for the long-term protection and management of the parcel as habitat for gopher tortoise (Gopherus polyphemus) and commensal species, Southeastern American kestrel (Falco sparverius paulus), Sherman's fox squirrels (Sciurus niger shermani), bent golden aster (pityopsis flexuosa), and listed wetland-dependent species.
  - (b) Wetlands. The Developer shall cause a conservation easement(s) to be granted in favor of the County or its designee or the City or its designee, as the case may be, on approximately 230 acres of wetlands to provide habitat for wetland-dependent listed species and to mitigate for wetland impacts. The wetlands subject to this paragraph are generally described in the preliminary EIA. The conservation easement(s) shall be executed and recorded prior to the issuance of the Environmental Management Permit for the area which has wetlands to be conserved pursuant to this subsection.

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- (c) Other Uplands. As described in the preliminary EIA, in addition to that area described in Section 4.a.1.(a) above, a minimum of 60 acres of existing pine/oak/hickory canopy and pasture in the vicinity of the Central Park Preserve, the Eastern Preserve, and the Western Preserve as well as, a minimum of 45 acres located within the outof-bounds area of the golf course shall be protected through appropriate use restrictions and managed for Southeastern American kestrel and Sherman's fox squirrel habitat. The Habitat Restoration and Management Plan, which shall be approved by the City prior to development, shall incorporate techniques for the protection and management of Sherman's fox squirrel habitat in the out-of-bounds area of the golf course.
- (2) Off-site: Prior to undertaking any development, the Developer will cause St. Joe to take one of the following actions to ensure the long-term protection and management of the 264 acre +/- parcel more fully described in the preliminary EIA as habitat for gopher tortoise and commensal species, Southeastern American kestrel, Sherman's fox squirrel and bent golden aster:
  - (a) Convey the site to the U.S. Forest Service for incorporation into the adjacent Apalachicola National Forest; or
  - (b) Convey the site or grant a conservation easement on the site to the City or its designee.

In either event, the conveyance will include appropriate use and transfer restrictions on the property to assure perpetual use of the property for habitat mitigation purposes.

b. A preliminary Habitat Restoration and Management Plan for the designated mitigation areas was included in the preliminary EIA which has been incorporated herein by reference. A final Habitat Restoration and Management Plan must be submitted with the EIA and approved by the City Growth Management Department and the County Growth and Environmental Management Department. At a minimum, the final Habitat Restoration and Management Plan shall include the mitigation discussed in the preliminary EIA and the following:

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- The identification of mitigation -areas of the size and quality required by state and local agencies as mitigation for impacts to listed species.
- (2) Long term habitat management -and protection.

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- (3) The identification of individuals or agencies responsible for the implementation of habitat restoration and long term habitat management.
- (4) The source of any financial endowment necessary for the restoration and management of the required mitigation areas in perpetuity.
- (5) Grant of conservation casements to the County or its designee or the City or its designee, as the case may be.
- (6) Implementation of prescribed burn programs where appropriate.
- (7) Thinning plantation pines where appropriate.
- (8) Installation and maintenance of kestrel nest boxes in appropriate habitats.
- (9) Invasive-exotic vegetation management.
- (10) Canopy and understory vegetation management of existing forests where necessary.
- (11) Posted signs designating areas as protected zones with use restrictions.
- c. Habitat enhancement, restoration and management must commence prior to the initiation of development activity. Development will be consistent with the provisions of the EIA and the Habitat Restoration and Management Plan.
- d. Mitigation of development impact to gopher tortoise habitat, as described in section 4.a. above, will include a 1:1 (acre for acre) ratio, meaning that for every acre of gopher tortoises habitat impacted an acre of equal environmental habitat value is set aside in preservation to be restored, enhanced or maintained in such a manner which would allow for the relocation of individuals which otherwise would have been directly impacted by development activity.

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- e. In accomplishing the mitigation described in Section 4.a. above, relocation, rather than taking of individual gopher tortoises, shall be required. Relocation permits from the Fish and Wildlife Conservation Commission (FWCC) shall be required. Site specific listed species surveys must be performed immediately prior to the initiation of development activity. If individual gopher tortoises are encountered, relocation in accordance with FWCC provisions shall be required. If active Southeastern American kestrel or Sherman's fox squirrel nest sites are encountered, relocation or removal of nests may occur only outside of their respective nesting seasons and consistent with the Habitat Restoration and Management Plan.
- f. In addition to the protection and management of bent golden aster in the onsite and offsite mitigation areas described in Section 4.a. above, bent golden aster habitat shall be incorporated into proposed development projects through perimeter buffers, landscape areas, rights-of-way, and other suitable nondevelopment area.
- g. Upon the City's approval of the EIA described above, the mitigation described in this section shall be deemed to provide a "net benefit" to the listed species whose habitat is impacted by the Southwood DRI.

### 5. Historical and Archaeological Sites

- a. The ADA identified sixty-six (66) cultural resource sites within the boundaries of the Project. Based upon the findings and recommendations from the Phase I and Phase II site assessments conducted at the direction of the Developer, the Division of Historic Resources (DHR) concurred that five (5) sites LE 1458; LE 1497; LE 1490; LE 2182 (portion); LE 2192 are significant and an additional seventeen (17) sites are potentially significant. The location and status of all of the cultural resource sites within the boundaries of the project is graphically depicted on Exhibit D-1. Letters from DHR concurring in the findings and recommendations in the site assessment reports are included as Exhibits D-2A and D-2B.
- Boundary delineations for two (2) of the significant sites, LE 1458 and LE 2182, have been completed. DHR has concurred in these boundary delineations.

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c. Consistent with the other provisions of this Development Order and all applicable state, regional and local regulations, development may be undertaken on those sites not identified on Exhibit D-1 as significant or potentially significant.

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d. Prior to Planned Unit Development final development plan approval, the Developer shall conduct a Phase II site assessment for each potentially significant site within the boundaries of the PUD final development plan and provide a report of the findings and recommendations from that assessment to DHR. Sites which are not determined to be significant or potentially significant may be developed consistent with the terms of this Development Order. Prior to any development which would result in subsurface disturbance or soil compaction on a site determined to be significant, impacts shall be mitigated through one of, or a combination of, the following techniques, as approved by DHR:

(1) Preservation or avoidance: (i) locating development away from the site in order to avoid impacts to the site; (ii) incorporation of the site into the designated open space/greenway areas; or (iii) protection of the site through deed restriction, conservation easement or other mechanism authorized in Rule 9J-2.043, F.A.C., which prohibits development impacts to the site;

- (2) Pre-development data recovery and documentation: development of all or a portion of the site after recovery and documentation of data from the site through a Phase III site assessment program developed in consultation with DHR.
- e. Construction monitoring shall be required during the clearing, grubbing, and stripping of the site during the initial construction activities. If additional potential cultural resource sites, deposits or features are located during construction, the Developer shall cease construction within 50 feet of the site, deposit or feature until a professional archaeological expert has been contacted and an assessment of the regional significance of the site has been made in coordination with DHR.

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- f. The Annual Report required by Section 3.A.23. of this Development Order shall include information regarding the disposition of each potentially significant site identified on Exhibit D-1. The Annual Report shall also include a revised Exhibit D-1 which depicts the current status of each cultural resource site and the location of any additional significant or potentially significant site identified during the preceding year.
- g. <u>Cemeteries:</u>
- (1) The Developer shall ensure that access remains available to the cemetery located on the out-parcel surrounded by LSF-7. To the maximum extent feasible, the existing vegetation surrounding the cemetery shall be retained to buffer the cemetery from the development in LSF-7.
- (2) The Developer shall cause a conservation easement to be placed on the cemetery site located within MUEI-3. This site is depicted on Exhibit D-1 as LE 2192, and DHR concurred in the boundary delineation for the site in the letter attached as Exhibit D-2B. The site may be incorporated into the site plan for the adjacent educational uses so long as it is fenced or otherwise protected to prevent disturbance. The Developer shall ensure that access to the cemetery is available to the family and descendants of the persons buried therein.
- (3) The site plan for LSF-10 shall guarantee the protection of the cemetery on the grounds of the existing Southwood main house.
- (4) If additional cemetery or burial sites are identified on the DRI Property during development, such sites will be protected consistent with procedures in paragraph e. above.
- 6. Hazardous Materials and Hazardous Waste
  - a. No development which alone or cumulatively is known or likely to involve onsite hazardous material usage in amounts equal to or exceeding the amounts set forth in Rule 9J-2.044(5)(a)1.or 2., F.A.C., shall be allowed within the DRI Property without an amendment to this Development Order pursuant to the procedures set forth in Section 380.06, F.S.

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- b. The following conditions shall apply to commercial or industrial uses within the DRI Property which are known or likely to involve onsite hazardous material usage in amounts less than the amounts set forth in Rule 9J-2.044(5)(a)1., F.A.C.:
- (1) The Developer shall implement conditions or operational restrictions so as to permit no activities which involve hazardous materials and/or waste to occur unless precautions are taken to preclude the release of hazardous materials or hazardous waste into the environment.
- (2) The Developer shall encourage future industrial and commercial users to notify their employees of the presence of any hazardous materials in the work place, the correct use and disposal of such materials, and the potential health impacts of such materials.
- (3) The Annual Report required by Section 3.A.23 of this Development Order shall include a summary of those commercial and industrial users with onsite use, production or storage of hazardous materials, the quantity of materials used or stored and a description of the precautions taken by such users to preclude the release of hazardous materials or hazardous waste into the environment.
- c. All uses in the project shall be subject to applicable local, state and federal regulations for use, production, storage, handling and transport of hazardous materials. The Developer shall provide notice of this requirement to purchasers of industrial and commercial property within the project. The Developer shall not be responsible for the action or inaction of any future owner or tenant after providing such notice.
- 7. Stormwater Management

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- a. No development shall occur prior to the submittal, review and approval of the SFMP. The SFMP must be approved in accordance with paragraph b. prior to the approval of the PUD Concept Plan for the DRI property by the City and County Commissions.
- b. The Scope of Work for the SFMP is attached hereto and made part hereof as Exhibit E. City and County staff shall complete their review of the SFMP within 60 days of the submittal of the SFMP intended for final review. The City Commission and the Board of County Commissioners

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shall approve, approve with conditions, or deny the SFMP at their next available meeting, or within 30 days, whichever is sooner. The Developer shall make any changes to the Master Development Plan which may be required for approval of the SFMP. The SFMP is not a permit and approval does not vest the development or otherwise entitle the phases of the development to environmental permits. The SFMP shall be used in conjunction with applicable local, state and federal regulations as the basis for City review of design, permitting, and construction of individual management facilities within the Southwood development.

- c. Modifications of the approved SFMP necessitated by a change to the Master Development Plan or to accommodate specific site development shall require approval of the City Commission and the Board of County Commissioners prior to development within an area affected by such modifications. The City Commission and the Board of County Commissioners shall establish standards for modifications which shall be deemed "minor" and which will be reviewed and approved by the City Manager and County Administrator or their designces.
- d. Stormwater shall be managed as provided in the approved SFMP. The Developer shall incorporate any future changes to the land uses shown on the Master Development Plan into the approved SFMP.
- e. The stormwater system shall be designed to retain floating oils, grease and debris pursuant to applicable federal, state and local regulatory requirements. Drainage ponds and other stormwater management facilities shall be designed, permitted, and constructed in accordance with the requirements of the EMO.
- f. The owner of the particular stormwater facility shall provide preventative and restorative maintenance for each stormwater facility on a schedule that shall assure proper functioning of such facility. The maintenance schedule shall be submitted as part of permit applications to the Florida Department of Environmental Protection, the City and the County.
- g. No fencing shall be required around drainage ponds or stormwater management facilities. No man-made slopes shall be steeper than a 4:1 ratio for stormwater management facilities without fencing.

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### 8. Water Supply

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- a. The project is expected to use up to 1.68 million gallons per day (mgd) of potable water, and up to 1.06 mgd of non-potable water. Potable water shall be provided by the City.
- b. If concurrency cannot be demonstrated for potable water through those means described in the ADA or this Development Order, the Developer must file a notification of proposed change and comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.
- c. The Developer shall use appropriate water conservation techniques, including the use of xeriscaping and plant species with low water demand in landscaping, and water saving toilets and showers.
- d. Upon request of the City, the Developer shall cause to be donated to the City at no cost to the City such sites for City water wells, pump and lift stations as mutually agreed by the City and the Developer based on the City's system-wide standards.
- e. Upon request of the City, the Developer shall cause to be donated to the City at no cost to the City one elevated water tank site mutually agreed upon by the Developer and the City. The site is currently near MUEI-I at a location approximately 3,500 feet east of Capital Circle and approximately 2,000 feet south of St. Augustine Road. The City may erect signs (the size, appearance and location of which must be approved by the Developer) indicating the future construction of the elevated tank.

The Developer shall have the right to approve the color, style, and aesthetic design of the elevated water tank, with any difference in cost between standard City water tanks and the Developer-approved design to be paid by the Developer; the location of ingress and egress to the site; the type of landscaping and fencing on the site; and the timing and staging of construction on the site.

f. The City and Developer have concluded discussions regarding the reuse of wastewater effluent for irrigating all or part of the development and regarding an easement for an effluent force main from the T.P. Smith Treatment Plant to the Southeast Farm, which discussions have resulted in the execution of that certain Reuse Agreement dated February 13, 2002.

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The Developer shall cause the dedication, at no cost to the City, of a site not to exceed 4 acres for the City to construct water reuse facilities. The site shall be located south of Tram Road immediately to the southwest of Community Park.

g. The Developer may utilize irrigation wells, approved by the Northwest Florida Water Management District, and operated by the Developer for all areas throughout Southwood, except for those areas served by reuse facilities and the golf course. New wells may only be installed for the purpose of recharging lakes, provided the Developer coordinates with the Water Utilities Division prior to such installation.

## 9. <u>Wastewater</u>

- a. The project is expected to generate an average of 1.68 mgd, with a peak hour demand of 3.54 mgd. Wastewater service shall be provided by the City.
- b. If concurrency cannot be demonstrated for wastewater through those means described in the ADA or this Development Order, the Developer must file a notification of proposed change and comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.
- c. Continued use and maintenance of the privately-maintained wastewater treatment system serving the main house in LSF-10 and its ancillary buildings, and the existing structures in MUOC-1, is allowed. The existing uses served by septic tanks shall connect to the City system when service becomes available within 1,000 feet. New septic tanks within the DRI shall be prohibited, except as indicated in the Urban Services Agreement.
- d. Within 30 days after a utilities master plan for the project is approved, the City and the Developer will enter into a Letter of Agreement (letter of understanding) in a standard form used by the City for the installation of on-site water lines and on-site sewer lines. This Agreement will outline the process for payment of rebates, in compliance with City Code and the Urban Services Agreement approved by the City Commission on November 7, 1994 for those improvements, if applicable. The Letter of Agreement is considered subordinate to this Development Order.

## SOUTHWOOD INTEGRATED DEVELOPMENT ORDER 1999-2012<u>7</u>

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c. In compliance with the Urban Services Agreement, the City, within ninety (90) days of acceptance of facilities by the City, shall establish a refunding account to reimburse the Developer in accordance with Section 25-139 and 25-141 of the Code of the City of Tallahassee in effect in 1994 for the installation of on-site water lines and on-site sewer lines.

# 10. Solid Waste

- a. The Developer shall comply with state and local governmental standards for the collection of solid waste and recyclables for facilities that it owns within the DRI Property.
- b. If concurrency cannot be demonstrated for solid waste through those means described in the ADA or this Development Order, the Developer shall file a notification of proposed change and comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.

## 11. Energy

- The Developer shall ensure that energy efficient lighting, appliances, and heating and cooling equipment are installed in all buildings consistent with applicable building codes.
- b. Energy efficient building materials which meet or exceed State of Florida and local energy conservation regulations shall be used in construction consistent with applicable building codes.
- c. Energy efficient features shall be used in window design, and provisions shall be made for structural shading, such as overhangs, consistent with applicable building codes.
- d. Existing shade trees shall be protected to the greatest extent possible and new shade trees shall be planted after construction.
- All structures shall comply with energy consumption performance guidelines as required by Section 255.256, F.S.
- f. The Developer shall assist builders with architectural energy conservation measures.

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- g. The Developer shall coordinate on an on-going basis with the City Electric Department to reduce peak demand electricity through the use of demand side management.
- h. The City shall provide electric service throughout the project. All electric distribution service provided by the City shall be underground and at the expense of the City. Installation of electrical service shall be coordinated with the Developer so as to minimize any disturbance to the property or the use thereof by the Developer and/or subsequent purchasers. The Developer shall cause a 3.92 net buildable acre site in MUEI-4 to be dedicated for an electrical substation at a location mutually acceptable to the City and the Developer. This site shall meet the requirements for the provision of one of the three substation sites required by the Urban Services Agreement. Transmission line access to this substation shall be via a 100 foot wide right of way provided by the Developer in agreement with the City.
- i. The Developer will provide at no cost to the City a 100 foot right of way for an overhead transmission line or in the event the transmission line is to be underground, in compliance with paragraph h of this section, the Developer shall provide a 40 foot wide right-of-way, at a location mutually agreeable to the City and the Developer. Such right-of-way shall be suitable for construction, operation and maintenance of electrical transmission lines that will connect the proposed substation in MUEI-4 with a future substation located northeast from MUEI-4 east of Southwood Plantation Road. Right-of-way alignment shall be identified in the PUD documentation and shall be deeded upon written request from the City.
- j. The Developer has requested the relocation of an electrical transmission line presently located within City owned right of way in the northwestern quadrant of the DRI Property. The City has agreed to the concept of the relocation, with the understanding that all cost of such relocation will be at the expense of the Developer. The City and the Developer will enter into an agreement to outline the controlling factors associated with the relocation of the transmission line, design, right-of- way width and location, construction schedule, and payment schedule.
- k. The substations referred to in this section shall be landscaped, at the City's expense, for purposes of buffering to ensure compatibility with present and future land uses on the adjacent lands. The landscape design will be mutually acceptable to the City and the Developer. All substation

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landscaping will be installed and reasonably maintained by locating vegetation, such that buffering does not obstruct entry to any such substation site or the ability to repair, maintain and operate the substation or utilization of easements or rights of way.

- I. The Developer has indicated a desire for a modification to City of Tallahassee Electric Department typical transmission line construction and design standards. The Developer will be responsible for any and all cost difference between installation standards and the requested modifications. The Developer will be required to pay the cost difference between an overhead installation and an underground installation of transmission lines. In the future, when further installation of the Electric Transmission System is required and the Developer desires the same modification, the concept of the cost differential will also continue.
- m. The Developer has indicated a preference for a different street lighting design standard in the proposed development. The City, although in general agreement with the concept, is doing so with the understanding that the Developer will be responsible for any and all cost difference between applicable installation standards and the requested design standard, including materials, labor, and future operation and maintenance costs. These cost differences shall be payable on an annual basis, in advance, in an amount based on the applicable value of the cost difference. In addition, the Developer agrees to stock any spare parts for the requested design standard which is different than that currently used by the City. This requirement will be transferrable to any subsequent landowners or tenants of the development as long as special street lighting remains in effect.

# 12. Natural Gas

In compliance with the Urban Services Agreement approved by the City Commission in November 1994, the City natural gas service shall be made available, at the expense of the City, throughout the development of Southwood. Installation of the gas system shall be coordinated so as to minimize any disturbance to the development or the use thereof by the Developer and/or subsequent purchasers of the DRI Property or portions thereof. In exchange, the Developer shall utilize City natural gas to the maximum extent possible for all properties under its direct control and shall actively encourage the use of gas by all subsequent purchasers of the DRI Property or portions thereof.

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### 13. Utility Easements

The Developer shall cause the grant of necessary easements for the placement of potable water, reuse water, sewer, electricity and natural gas facilities and underground and surface stormwater within the project area. The size, location and number of easements necessary for the safe operation and maintenance of such public facilities shall be mutually agreed to by the City and the Developer and shall be provided at no cost to the City.

## 14. Transportation

a. As projected, there will be an estimated 9,943 total vehicle trips (4,953 enter trips/4,990 exit trips) during the PM peak hour at the completion of Phase 2a based on a 5% credit for the transportation demand management (TDM) strategies set forth in this specific condition. Including adjustments for internal capture, CCOC trip interaction and pass-by credits, there will be 6,428 net external vehicle trips (3,042 enter trips/3,384 exit trips) at Phase 2a buildout.

The transportation requirements contained in Subsections (b), (c), (d), (c) and (f) as set forth in the original development order, as amended through NOPC 5, have either been completed, performed, deleted, are no longer applicable or have been revised and restated in this Development Order.

b. The internal improvements for Merchants Row Boulevard from Capital Circle SE to Paul Russell Extension, Southwood Plantation Road/Biltmore Avenue from its current terminus to Apalachee Parkway (aligned with Sutor Road), Four Oaks Boulevard and Esplanade Way from their current termini to Orange Avenue Extension, Orange Avenue Extension from Capital Circle SE to SouthWood Plantation Road/Biltmore Avenue, Shumard Oak Boulevard from Capital Circle to Merchants Row Extension and South Chase Boulevard from Capital Circle SE to Tram Road (as shown on the Master Development Plan [Exhibit C]) are to be under construction in accordance with Exhibit G of this Development Order. Prior to issuance of a building permit for any building, the remaining onsite roads needed to serve that development shall be completed as prescribed under Section 9-63 of the City's Land Development Code.

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c. The Developer agrees to pay a pro rata share contribution of \$14,999,290, to mitigate for impacts to the roadway segments of Phase 2a. The Developer has paid \$10,313,308 of this pro rata share contribution therefore the remaining pro rata share contribution is \$4,685,982.

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The remaining pro rata share contribution shall be "pipelined" toward the capital improvement project(s) identified in the Significant Benefit Memorandum of Agreement executed by the City of Tallahassee, Leon County and the Florida Department of Transportation.

The remaining pro rata share contribution shall be made by the Developer in accordance with the schedule set forth in Exhibit H of this Development Order.

d. If the Developer does not make the pro rata share contributions in accordance with the terms and conditions of this subsection, then all development shall cease, and a new traffic analysis shall be completed at the Developer's expense and the Developer shall file a notification of proposed change and comply with the provisions of section 380.06(19), F.S.

As part of the Annual Report required by Section 3.A.23., the Developer will report on the status of the pro rata share contribution set forth in this subsection.

- e. The Developer and City acknowledge the execution of that certain Joint Planning Agreement dated January 25, 2005 and agree that the terms and conditions of such Agreement are incorporated into this Development Order.
- f. Connections to Capital Circle shall be consistent with the Southeast Sector Plan Capital Circle Access Points as identified in Figure 10.B of the Southeast Sector Plan.
- g. All on-site transportation construction shall meet design and construction standards approved by the City. All off-site transportation construction shall meet all standards or specifications of the applicable government entity assuming responsibility for maintenance and operation thereof.

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- b. Vchicular access to the off-site road network shall be limited to the approximate locations depicted on the Master Development Plan (Exhibit C).
- i. Transportation Demand Management (TDM) Strategies:
- (1) The Developer shall locate and construct bus stops and shelters in cooperation with Taltran or some other transportation provider. The Developer shall construct bus stops and shelters at such time bus service becomes available. The Developer will designate a site for a satellite transfer facility consisting of no more than five (5) bus shelters on no more than one (1) acre in the vicinity of the intersection of Shumard Oak Boulevard and the North-South Road so it will be accessible to Town Center, the CCOC and schools located in MUEI-2 and MUEI-3. The design and architectural vernacular for the bus stops, bus shelters and satellite transfer facility shall be compatible with the architectural vernacular for Southwood and must be approved by the Developer prior to construction.
- (2) The Developer shall provide bike lanes and sidewalks consistent with the City's Sidewalk and Street Paving Policy. The Developer shall provide separate dedicated pathways within the DRI Property which provide for interconnection as well as bicycle racks or storage facilities. There shall be showers and locker facilities within each building of more than 7,500 square feet, except that buildings with no shared restroom facilities that are designed for individual tenants with no more than 7,500 square feet for each tenant and with individual entry/exit points for those tenants shall not be required to provide shower or locker facilities, provided said buildings are not greater than 15,000 square feet. Any building that is greater than 15,000 square feet or any tenant with greater than 7,500 square feet shall be required to provide showers and locker facilities no matter the design of the building.
- (3) The Developer shall provide a transportation coordinator whose responsibilities include providing information to commercial, office and industrial users and the coordination of staggered work hours, ride-sharing, transit, walking, bicycling, telecommuting, flextime and other programs to reduce dependence on single-occupancy vehicles. The Developer shall have sole authority to determine the person who will serve as transportation coordinator and all terms and conditions of employment, but shall notify the City, County ARPC, and DOT of the designation. The Annual Report

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required by Section 3.A.23. shall include information regarding the effectiveness of these TDM strategies. The Developer shall consult with Commuter Services of North Florida or the designated Regional Transportation Demand Service Provider to review the effectiveness of TDM strategies and to assist in the preparation of information in the Annual Report regarding the effectiveness of TDM strategies.

(4) In furtherance of Mass Transit Policy 2.1.3 of the Tallahassee-Leon County Comprehensive Plan, the Developer shall require commercial, industrial and office users to provide preferential parking facilities for highoccupancy vehicles with said parking facilities located closest to planned buildings. Parking spaces reserved for visitors and the handicapped shall be located closest to planned buildings or clusters.

## (5) Community Design.

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- (a) Those areas located within one-half mile of Town Center (TC-1 and TC-2) and within one-half mile of the Neighborhood Village Center (NVC-1) are designated as Pedestrian Primary Areas in which pedestrian and bicycle travel is encouraged over other means of mobility. In addition, the Developer shall explore the feasibility of designating those areas within a certain distance of schools as Pedestrian Primary Areas. The Developer shall provide an update on this matter in the Annual Report.
- (b) Consistent with other purposes of the Southeast Sector Plan, the PUD(s) and site plans for development within the Pedestrian Primary Areas shall maximize bicycle and pedestrian accessibility, encourage walk-to shopping and employment, utilize vehicular alternatives to the single-occupancy vehicle, maximize internal capture of shopping and business trips and promote compact development through the following architectural and design standards:
  - Concentration of higher-density residential development in these areas;
  - (ii) Collocation of residential and commercial/office uses in Town Center;

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- (iii) Reduced setbacks for residential and nonresidential development;
- (iv) Narrow streets;
- (v) On-street parking and parking to the side or rear of buildings and lots;
- (vi) Shared parking facilities;
- (vii) Reduced parking standards for nonresidential development;
- (viii) Rear access to residential units from alleys;
- (ix) Sidewalks or their equivalent on both sides of all roads in these areas;
- (x) Traffic calming. The Developer agrees to explore options that include but are not limited to roadway geometric and pavement design, as well as neighborhood traffic circulation networks that will make traffic calming measure unnecessary. However, whenever this is deemed unavoidable, traffic calming measures consistent with the most current state-of-the-art practice, and in consultation with the City, shall already be in place prior to the City accepting the streets for maintenance.
- (c) Consistent with other purposes of the Southeast Sector Plan and to the maximum extent feasible, the PUD(s) and site plans for other areas of the Project shall encourage compact development and alternatives to single-occupancy vehicle transportation through the following design standards:
  - (i) Increased interconnection between residential and nonresidential development;
  - Extensive bicycle and pedestrian facilities and amenities, including on-street facilities and an integrated network of trails throughout the Project.

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- (iii) Corner-lot commercial uses within residential areas as allowed by the Southeast Sector Plan.
- (d) The PUD(s) shall also include standards for street and building design, landscaping, signage, stormwater management facility design, public utility location and the design and protection of natural areas. The Southeast Sector Plan shall guide the development and review of these standards.

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- (c) The Developer shall work with the Department of Management Services (DMS), developer of the Capital Circle Office Center DRI adjacent to the DRI Property, in order to bring about a resumption of shuttle bus service, with or without fares, as a shared cost public transportation service from the Southeast Sector Planning Area to such other locations as will promote non-automobile vehicular travel to and from these two projects. Such other locations shall include activity centers where transfers can be made to Taltran service and may include downtown, Koger Center, and Governor's Square Mall. The Developer's transportation mitigation obligations under this Development Order may be reviewed for potential adjustments in light of such service upon request of the Developer as provided by section 380.06, F.S.
- j. Phase 2b Transportation. Prior to the commencement of <u>development of</u> Phase 2b<u>entitlements</u>, an updated transportation analysis that addresses the cumulative impacts of Phase 1, Phase 2a, and Phase 2b shall be provided by the Developer to the review agencies as a substantial deviation for review of transportation only. Traffic mitigation necessary to serve the project at buildout of <u>the</u> Phase 2b <u>entitlements</u> shall be determined on the basis of state, regional and local government requirements then in effect and shall be incorporated in this Development Order by amendment.
- k. Development of the Florida State University Developmental Research Charter School on MUEI 2 shall not exceed 234,200 GSF. Development of John Paul II Catholic High School on MUEI 3 shall not exceed 79,000 GSF. Development of the K-8 public school on MUEI 3 shall not exceed 90,000 GSF. Ancillary athletic fields may be developed on both sites.

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## 15. Initial Development Stages

In furtherance of Policy LU 10.1.1(D)(2) of the Comprehensive Plan, the initial development within Phase 1 is encouraged to occur in those areas proximate to the CCOC.

### 16. Housing

- a. During regional review, an unmet need for 48 very low income units (VLI) (18 in Phase 1 and 30 in Phase 2) was determined based on the development program in the Application for Development Approval and Sufficiency Response. Subsequent to regional review, the Developer revised the development program by moving MUOC-3 to Phase 2 and reducing the school on MUEI-2 from 225,000 SF to 200,000 SF. A revised housing analysis submitted on January 22, 1999, determined an unmet need for 43 VLI units all in Phase 2. Based on these analyses, the Department of Community Affairs and Apalachee Regional Planning Council determined that the project will not cause a regionally significant impact on affordable housing.
- b. Housing Policy 1.2.4 of the Tallahassee-Leon County Comprehensive Plan does not require any affordable housing mitigation or contribution by the Developer for this project. However, the City has determined that some level of affordable housing mitigation is appropriate for this project and has requested that the Developer provide a mechanism to support the creation of additional affordable housing opportunities. The Developer has offered to provide voluntary affordable housing assistance subject to the terms of this condition and with cooperation of the City and County.
- c. The Developer has paid the total sum of \$150,000.00 into escrow which constituted prepayment of the voluntary housing assistance fee for the first 1,000 single family residential units constructed and developed on the DRI Property. The Developer shall pay these monies as directed by the local government(s) on or before December 31, 2005.
- After the first 1,000 units have received a certificate of occupancy, a voluntary fee of \$160.00 per single family residential unit constructed and developed for sale on the DRI property shall be paid by the Developer. Such payments shall be based on the number of certificates of occupancy

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received on a calendar year basis and shall be paid by the Developer, in arrears, at the time of filing of the Annual Report. The Developer shall pay these monies as directed by the local government(s).

- e. The fees from subsections c. and d. shall be used for programs which encourage affordable housing in proximity to the project. The program(s) may include but need not be limited to:
- (1) The acquisition of land;

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- A program for down payment assistance to Low Income or Very Low Income homebuyers;
- (3) Prepayment of points for LI or VLI homebuyers;
- (4) The rehabilitation of existing LI or VLI housing; or
- (5) Construction of new LI or VLI housing by private Developers or not-forprofit housing agencies.
- f. An affordable housing supply inventory was conducted by the Developer in accordance with the East Central Florida Regional Planning Council Housing Demand, Supply and Need Methodology for Assessing the Affordable Housing Impact of Developments of Regional Impact, April, 1996, and was accepted in the regional report. This inventory identified the following supply within a 10-mile/20 minute housing accessibility area:

500 Very Low Income Units 561 Low Income Units 253 Middle Income Units

g. The Developer proposed to develop on-site housing to augment the existing supply of affordable housing. When a residential unit is constructed on-site and is within the affordable housing cost range, the existing supply identified in the affordable housing supply inventory shall be increased by 1.5 units in accordance with Rule 9J-2.048(8)(c)1., F.A.C. Each year in the Annual Report required by Section 3.A.23., the Developer shall report the number of units constructed and sold or offered for rent within the DRI Property, during the preceding 12 months and cumulatively, within the housing cost ranges utilized in the regional report.

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h. The following demand ratios shall be used to determine when nonresidential development on the DRI Property creates a demand for affordable housing:

1,000 square feet Retail/Commercial	0.298 very low income units 0.338 low income units
	0.114 middle income units
1,000 square feet Office	0.031 very low income units
	0.510 low income units
	0.774 middle income units
1,000 square fect Industrial	0.010 very low income units
	0.122 low income units
	0.222 middle income units
1 acre Educational/Institutional	0.021 very low income units
	0.277 low income units
	0.437 middle income units
1 18-hole Golf Course	10 very low income units
(club house, pro shop, snack bar)	5 low income units
	3 middle income units
Examples:	
200,000 square feet Retail will require:	60 very low income units
	68 low income units
	23 middle income units
200,000 square feet Office will require:	6 very low income units
	102 low income units
	155 middle income units

i. If, at the conclusion of a phase, the nonresidential development constructed during that phase creates a demand for affordable housing at the demand ratios provided by paragraph h., which demand is in excess of the available supply inventory as provided by paragraphs f. and g., the Developer may mitigate for such unmet need by making a payment to the escrow account identified in paragraph c. based on the payment schedule in paragraph j.

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- j. The initial payment of \$150,000.00 shall constitute prepayment of voluntary mitigation for the 43-unit unmet need of very low income housing projected for Phase 2. All additional funds from the Developer's voluntary housing assistance fee shall constitute a credit against any additional unmet need for affordable housing pursuant to Rule 9J-2.048, F.A.C., at a rate of \$3,542.00 for very low income units, \$2,416.00 for low income units and \$1,063.00 for middle income units.
- k. This condition shall govern affordable housing impacts and mitigation for the project for purposes of the local comprehensive plan and DCA's Adequate Housing Uniform Standard Rule through Phase 2.

# 17. Recreation

- a. The Developer shall cause the 62 acre +/ Community Park to be dedicated to the City for active recreation uses upon request of the City. This area shall be counted toward St. Joe's obligation under the Urban Services Agreement on an acre-for-acre basis. The City will use its best efforts to negotiate an agreement on shared-use facilities with schools located on MUEI-2 and MUEI-3, but the Community Park dedication shall not be contingent upon execution of such an agreement.
- b. The 62 acre +/ parcel shall be contiguous and, except for an existing stormwater management facility on the site, shall be exclusive of all easements and stormwater facilities for nonpark drainage.
- c. Paragraph b. is not intended to preclude the construction of joint stormwater management facilities for park and nonpark drainage on the site with the City's approval so long as such facilities are designed, constructed and located so as not to interfere with the active recreation use of the site. The Developer shall be responsible for any incremental design, construction, operation or maintenance costs of the joint facilities associated with nonpark drainage. If the Developer and the City are unable to agree on the concept or location of the joint stormwater management facilities, paragraph b. shall apply and nonpark drainage shall be accommodated outside of the 62-acre site in the adjacent open space buffer along Tram Road or other locations consistent with the approved SFMP and SESP.
- d. The remainder of St. Joe's obligation under the Urban Services Agreement to dedicate land for active recreation may be satisfied by offering to

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dedicate approximately 71 contiguous acres to the City for active recreation in conjunction with development of the remaining portion of the Southwood landholding in the Southeast Sector Planning area.

- e. In addition to active recreation area dedicated to the City and described in paragraph a., the project will include a daily-fee golf course, active recreation uses along the western edge of Central Park lake, tot lots and neighborhood recreation areas, and the passive recreation parks and other areas described as "open space" in the ADA and depicted on ADA Figure 26.1.
- f. The Developer shall include neighborhood parks within approximately 2 mile of all residential areas of the DRI. Implementing PUDs and site plan | shall require the homeowner association(s) to be responsible for the ongoing maintenance of these parks. (For the purposes of using the 2 mile radius to locate sites, recreation facilities on school sites may be counted as neighborhood parks.)

### 18. Public Facilities

a. The Developer shall cause the dedication, at no cost to the City, of a 15-acre net buildable acre site to serve as a multi-faceted operational facility for public works and utilities in the vicinity of Southwood. The site shall be located south of Tram Road adjacent to the western boundary of the existing City spray field, and shall be dedicated upon written request and after construction funds for on-site development are included in the City's Five (5) Year Capital Improvements Budget. The Developer shall not be responsible for funding or providing other assistance for construction, operation or maintenance of such facility or for mitigation of any on-site or off-site impacts from such facility. The facility shall be buffered with landscaping mutually agreed upon by the City and the Developer at the City's expense.

Although the location has been generally agreed to, no Environmental and/or Zoning evaluation for the suitability of development of the property has been performed. The City will accept the responsibility for performing and evaluating the required environmental analysis. If during such evaluation the site is determined to be constrained by Environmental features, and/or Zoning issues, the Developer agrees to provide an alternate site, of equal size, mutually agreeable to the City.

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- b. Upon request of the City, the Developer shall cause to be donated to the City a site which contains a minimum 2.47 buildable acres at a location mutually agreed upon by the Developer and the City, to construct a multi-use public safety facility. The facility will house Fire Department personnel and apparatus, law enforcement offices, and space for emergency medical services, if they choose to have a unit at the facility. The Developer shall not be responsible for funding or providing other assistance for construction, operation or maintenance of such facility or for any mitigation for impacts from its development. The design and architectural vernacular for Southwood. This site shall be located near the proposed Town Center in MUEI-4.
- C. The Developer shall reserve for dedication to the Leon County School Board a 40-acre site in MUEI-3 for an elementary or middle school and all of MUEI-1 for an elementary school, provided that the school board may elect instead to construct a pre-K-8 facility on either or both sites. Each site shall be transferred and dedicated to the Leon County School Board upon written request after construction funds for such school have been included in the school board's five year capital improvements program. The Developer shall not be responsible for financing the construction, operation or maintenance of such schools or any mitigation of impacts from the development of such schools. However, the Developer shall make water, sewer, roads, electrical and telecommunications infrastructure available at the property line of each site with the school board paying its pro rata share of costs for shared stormwater management. The design and architectural vernacular for the two schools shall be jointly determined by representatives of the school board, Tallahassee-Leon County Planning Department, and the Developer and shall be compatible with the architectural vernacular for Southwood. All schools shall be designed to a pedestrian scale and with safe, integrated access to the surrounding residential areas to promote walkability. School facilities shall be designed, sited and constructed to serve both the schools and the general public after hours and on weekends.
- d. Unless the County and the Leon County School Board agree to collocate a shared-use facility on school board lands in MUEI-1 or MUEI-3 to provide library services to both the general public and the public schools in Southwood, the Developer shall cause up to 2.5 acres in MUEI-4 to be dedicated to Leon County for establishment of a branch public library.

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Such dedication shall take place upon written request from the County after construction funds for such branch public library have been included in the County's Five-Year Capital Improvements Budget.

### 19. Open Space/Greenway Corridors

- a. The open space/greenway system (totaling 22% of the project area) required by the SESP is identified in Figure 26.1. The exact delineation of each portion of the open space/greenway system, based on field verification, shall be through the PUD Final Development Plan.
- b. The open space/greenway system may be privately owned and managed or be dedicated to the public by conveyance to the City or its designee. The Developer shall cause a conservation easement for preservation areas to be granted to the City or its designee. Paved trails shall not be allowed in preservation areas.
- c. The open space/greenway system shall be protected by easements. The Developer shall cause a conservation easement for each portion of the open space/greenway system to be granted no later than 30 days after approval of the PUD Final Development Plan for lands including that portion of the open space/greenway system.
- d. The Developer shall have management plans for the open space/greenway system approved by the City to protect the values for which these areas were designated. A management plan for each portion of the open space/greenway system shall be submitted for approval in conjunction with the application for the PUD Final Development Plan for lands including that portion of the open space/greenway system.
- e. As part of the management plan(s) for the open space/greenway corridor, the Developer shall ensure that a continuous trail is available from the northeast corner of the development to the southwest area of the development. This trail will connect to the Lafayette Heritage Trail to the north and to the St. Marks Trail to the south when and if those trails are extended to the DRI Property. The corridor should generally run from the northeast corner of the development to the North Park, then follow the drainage to Central Park and then to the Community Park. The general location of the trail network within the project is depicted on ADA Figure 26.1. The public shall have access to the trail in perpetuity. The Developer shall complete construction of the trail on or before December 31, 2010.

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f. Southwood shall comply with all applicable Tallahassee Environmental Management Regulations. Such regulations require certain minimum urban forest and landscaping requirements. Since Southwood has provided for a total open space/greenway system of 32% (which is 10% greater than what is required in the Southeast Sector Plan as well as the original Development Order) and has otherwise protected all conservation and preservation areas within the DRI Property, the Southwood DRI has hereby satisfied all urban forest and landscaping requirements of the Tallahassee Environmental Management Regulations for residential subdivisions with densities greater than four units per acre. For all other types of development, the Southwood DRI is hereby determined to have satisfied: (1) the 10% urban forest requirement set forth in the EMO; and (2) all landscaping requirements for the Town Center and Neighborhood Village Commercial districts. Development within all of the other districts on the DRI Property will be required to comply with the landscaping requirements set forth in the EMO. When non-residential subdivisions are proposed in the MUOC and MUI land use districts, a portion of said landscaping requirements may be provided in common area (outside of the individual lots) at the time a subdivision is reviewed and approved. Within these land use districts, all on-site landscaping requirements outlined in the EMO (e.g. vehicular use area landscape island requirements, vehicular use area lot perimeter landscaping requirements, etc.) must be met on each individual lot. However, the additional landscaping (above and beyond what is required on each individual site in order to meet the minimum 30% landscaping requirement for the overall subdivision) may be provided in common area.

### 20. Canopy Road Protection/Old St. Augustine Road

- a. The Developer shall dedicate a 200-foot-wide corridor centered on the centerline of Old St. Augustine Road between Capital Circle Southeast and the Urban Services Area boundary. Title to each portion of the dedicated corridor shall be transferred to the City upon adoption of an ordinance of voluntary annexation for such portion of the corridor. The Developer shall cause additional lands adjacent to the 200-foot-wide corridor to be preserved as set forth in the ADA for the purpose of protecting the canopy. Such additional lands may be dedicated to the City at the Developer's option.
- b. The area within the canopy road corridor may be used by the City for roadway and associated drainage and underground utility purposes only. Walking, jogging or bicycle pathways may be constructed but shall be

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restricted to a 70-foot-wide corridor from the centerline of Old St. Augustine Road, unless the pathways can be located within the additional lands adjacent to the 200-foot wide corridor to be preserved as set forth in the ADA for the purpose of protecting the canopy, and such location would be less intrusive to, or afford better protection of the canopy. If it is necessary to relocate fences, the City shall so relocate the fences at its own expense. No parking areas, pulloffs or driveways to adjacent uses are to be constructed within the corridor except as provided in the Southeast Sector Plan. Where pathways must be located outside the 70-foot-wide corridor in order to protect significant trees in the canopy, the Developer will grant variances to the City or County. To the extent possible, pathways constructed pursuant to a variance will be within a 100-foot-wide corridor centered on the centerline of Old St. Augustine Road.

- c. There shall be no overhead utility lines placed within the canopy road corridor which is parallel to Old St. Augustine Road except for utility lines in place on November 7, 1994, and utility lines required to serve out-parcels adjacent to the roadway. Roadway lighting shall be provided by the City in such a way as to minimize damage to the tree canopy, including underground circuits where appropriate.
- d. One new north-south arterial roadway crossing of Old St. Augustine Road may be located between one-quarter and one-half mile west of Southwood Plantation Road. The location for the crossing shall be selected to minimize tree removal, especially canopy-quality oak trees. This northsouth arterial shall be designed to facilitate north-south movement crossing Old St. Augustine; however, turning movements onto Old St. Augustine from this north-south arterial shall be restricted so as to minimize and limit the addition of traffic onto Old St. Augustine Road. Following the construction of the new north-south arterial roadway, and to further limit traffic impacts generated by the project on Old St. Augustine Road, the Developer will:
- (1) Request approval to realign the existing Southwood Plantation Road in LDR-3 so that it will connect with the new north-south arterial and, upon completion of such realignment, petition for abandonment of Southwood Plantation Road from the connection with the new north-south arterial roadway south to Old St. Augustine Road; and

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- (2) Request abandonment of the portion of existing Southwood Plantation Road on the east side of North Lake Park, from the proposed Orange Avenue extension south to the beginning point of the new north-south arterial.
- e. There shall be one new local street cut to provide access to property in LDR-1 on the north side of Old St. Augustine Road as provided in the Southeast Sector Plan. The location of said street shall be selected to minimize tree removal, especially canopy-quality oak trees.

### 21. Employment

The Developer shall coordinate future industrial, office and commercial users with local agencies which match underskilled or limited-opportunity individuals with the job market, and shall advertise available positions in appropriate places within low income areas.

### 22. Incorporation of SDA

The Developer shall submit eight (8) copies of the final SDA as approved by the City Commission to the Tallahassee-Leon County Planning Department. The Developer shall also submit one (1) copy to the ARPC and one (1) copy to DCA within 30 days of the effective date of this Development Order.

### 23. Annual Report

The Developer, or as applicable its grantees, lessees, successors or assigns, shall prepare and submit, or cause to be prepared and submitted, an Annual Report to the City Growth Management Department, the County Growth and Environmental Management Department, ARPC, DCA, Florida Department of Environmental Protection, Florida Department of Transportation, Northwest Florida Water Management District, Fish and Wildlife Conservation Commission, or successors to such agencies as determined by law, on April 1st of each year until the year after buildout of the entire project. The Annual Report shall include, at a minimum, a complete response to each question in the form provided by the Department of Community Affairs. The Annual Report shall also update the Developer's five year schedule of capital improvements that are needed for subsequent development; and affordable housing monitoring. Failure to file an Annual Report in a timely manner may result in the temporary suspension of this Development Order.

In addition, the Developer shall include the following information in each Annual Report: name or number of each plat receiving final approval during the preceding

### Page 39 of 44

12 months with identification of those located in a "Pedestrian Primary Area" as designated in the PUD Concept Plan; name of each pod wholly or partially contained in each final plat; acreage of each residential land use category in each final plat; number of dwelling units of each residential land use category in each final plat; attained density for each residential land use category included within each final plat; cumulative acreage of each residential land use category included in a final plat; cumulative dwelling units of each residential land use category included in a final plat; and cumulative attained density for each residential land use category included in a final plat; and cumulative attained density for each residential land use category included in a final plat.

### 24. <u>Recordation</u>

- a. The Developer shall, within thirty (30) days of the effective date of this Development Order, record notice of the adoption of this Development Order in accordance with Sections 28.222 and 380.06(15)(f), F.S., with the Clerk of the Circuit Court of Leon County, Florida. Recordation of such notice shall not constitute or provide actual or constructive notice of lien, cloud or encumbrance of the DRI Property. The Developer shall record notice of any subsequent approved modifications to this Development Order in the same manner.
- A copy of this notice shall be forwarded to the City's Director of Growth Management within seven (7) days of its being recorded.
- c. The notice shall specify that this Development Order runs with the land and is binding on the Developer, its agents, lessees, successors, or assigns. Any contract or agreement for sale of those interest by the Developer for all or any part of the property subject to this Development Order shall contain a legend substantially in the following form clearly printed or stamped thercon:

THE PROPERTY DESCRIBED HEREIN IS PART OF THE SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF THE ST. JOE COMPANY. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF THE REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE

#### Page 40 of 44

DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICES OF THE CITY OF TALLAHASSEE AND THE LEON COUNTY GROWTH MANAGEMENT DEPARTMENTS, OR AT THE OFFICE OF THE DEPARTMENT OF COMMUNITY AFFAIRS IN TALLAHASSEE, FLORIDA.

#### 25. Impact Fee Credits.

This Development Order shall not preclude the City from requiring the payment of impact fees and/or other fees for development or construction within the Southwood DRI so long as such fees are assessed -in accordance with a duly adopted ordinance and so long as such fees are charged for the same activities within the other incorporated areas of the City. Credits for contributions from the Developer for land for a public facility, or construction, expansion, or contribution of funds for land acquisition or construction or expansion of a public facility required by this Development Order to meet the same need that the impact fee would address shall be granted to the Developer for right of way, engineering, construction and other costs for internal roads.

### 26. Community Development District.

The Developer has indicated it intends to petition the Florida Land and Water Adjudicatory Commission to form one or more Community Development Districts (CDDs) within the Project pursuant to Chapter 190, F.S. Any CDD established within the Southwood DRI may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain infrastructure, projects, systems and facilities as set forth in Section 190.012(1), F.S., including but not limited to any transportation improvement set forth in this Development Order, whether on site or off site. With respect to the provision of such infrastructure, projects, systems and facilities, the City agrees that the establishment of one or more CDDs meets the criteria set forth in Section 190.005(l)(e), F.S. If the Developer is required by this Development Order to provide, pay for, or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in Chapter 190, F.S., then the CDD independently may satisfy such obligations. To the extent that any such obligation under this Development Order is deemed by the City to have been met or performed by the CDD, then such obligation shall be deemed to be satisfied and the Developer shall no longer be subject to such obligation.

B. <u>General Conditions</u>. This Development Order shall be subject to the following general conditions:

Page 41 of 44

- The project buildout date for all development is December 31, 2027. The DRI termination and DRI Development Order expiration dates are also established as December 31, 2027. Neither the City nor County shall subject the development to down-zoning, unit density reduction, or intensity reduction until December 31, 2027, unless the Developer consents to such a change or it can be demonstrated that substantial changes in the conditions underlying approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly essential to the public health, safety or welfare.
- This Development Order runs with the land and is binding on the Developer, its agents, lessees, successors, or assigns.
- Physical development of the area embraced by the SDA shall conform to all standards and procedural provisions of applicable local government comprehensive plans, land development regulations and codes.
- All construction shall conform to all applicable covenants and restrictions running with the land not in conflict with the Comprehensive Plan, this Development Order, and other local restrictions.
- The local official responsible for monitoring the DRI for the City shall be the Director of Growth Management or his or her designee. Monitoring shall be accomplished through review of the subsequent development permits, the Annual Report, and on-site observations.
- 6. Physical development as defined by Section 380.04, F.S., shall commence within two (2) years of the effective date of this Development Order or this Development Order shall expire. If at any time, development ceases for a period of three (3) consecutive years, then this Development Order shall expire. However, these time periods shall be tolled during the period of any appeal pursuant to Section 380.07, F.S.
- No change shall be made to this Development Order or to the approved land uses unless the City has approved and authorized said change. Further review pursuant to Chapter 380, F.S., may be required if a change in the project occurs which constitutes a substantial deviation as defined in Section 380.06(19), F.S.
- All development on the property described in Exhibit A-1 shall be consistent with the ADA and the conditions and restrictions in this Development Order. Nothing herein shall prohibit or restrict the City or County from adopting new or modifying

### Page 42 of 44

existing land development regulations and make same applicable to the Southwood DRI provided that these regulations do not adversely affect the density or intensity of development allowed within the DRI.

- The Developer may assign any of its obligations under this Development Order to a community development district to the extent allowed by law.
- 10. In the event that the Developer, its lessees, agents, successors, or assigns violates any of the conditions of this Development Order or otherwise fails to act in substantial compliance with this Development Order (hereinafter referred to as "Violator"), the City shall stay the effectiveness of this Development Order as to the DRI, tract, or portion of the tract, in which the violative activity or conduct has occurred. All further development permits, approvals and services for development in the said tract or portion of the tract shall be withheld upon passage of any appropriate resolution by the City, adopted in accordance with this section, upon a finding that such violation has occurred. The Violator shall be given written notice by the City that states:
  - a. The nature of the purported violation, and
  - b. A statement to the effect that unless the violation is cured within 15 days of said notice, the local government of jurisdiction shall hold a public hearing to consider the matter within 30 days of the date of said notice. In the event the violation is not curable in 15 days, the Violator's diligent, good faith efforts to cure the violation within a reasonable period shall obviate the need to hold a public hearing and this Development Order shall remain in full force and effect unless the Violator does not diligently pursue the curative action to completion within a reasonable time, in which event the City shall give 15 days notice to the Violator of its intention to stay the effectiveness of this Development Order and withhold further development permits, approvals and services as to the tract or portion of the tract in which the violation has occurred until the violation is cured. For purposes of this section, the word tract shall be defined to mean any area of development identified on the Southwood Master Plan, Exhibit C. In addition, the phrase portion of a tract means a division of a tract into more than one ownership or use as created by deed, plat, or lease.
- If development cannot occur as set forth in the Master Development Plan the Developer must file a notification of proposed change and comply with the provisions of section 380.06(19), F.S.

Page 43 of 44

### Section 4. Severability.

It is declared to be the intent of the City that if any section, subsection, sentence, clause, or provision of this Development Order is held to be unconstitutional, inoperative, or void, such holdings of invalidity shall not affect remaining portions of this Development Order and it shall be construed to have been the legislative intent to pass this Development Order without such unconstitutional, inoperative, or void part herein, and the remainder after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Development Order or any provisions thereof shall be held inapplicable to any person, group or persons, property, kind of property, circumstances or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

### Section 5. Effective Date.

This Development Order, as restated and amended, shall take effect as provided by law and shall supersede and replace all prior development orders adopted pursuant to Section 380.06, F.S. If this Development Order is appealed pursuant to Section 380.07, F.S., the effectiveness of this Development Order shall be stayed until such time as all appeals have been withdrawn or finally resolved. The City Clerk shall send copies of this Development Order, within seven (7) calendar days of the date of approval, to DCA, the ARPC, and the Developer.

### Section 6. Land Use and Environmental Dispute Resolution

Under the Florida Land Use and Environmental Dispute Resolution Act, Sec. 70.51, F.S. (Act), if the owner believes this Development Order is unreasonable or unfairly burdens the use of its land it may file a request for relief pursuant to City Commission Policy No. 414CP for Special Master Proceedings. Before the owner may seek relief under the Act, any appellate proceedings available under the City's Land Development Code must be exhausted. A request for relief under the Act must be filed within 30 days after the conclusion of the appellate proceedings or the expiration of 4 months. A copy of Policy No. 414CP is available at the City Attorney's Office, 2nd Floor, City Hall, 300 S. Adams Street, Tallahassee, FL 32301.

Page 44 of 44

Originally Passed and Approved by the City Commission on August 31, 2005. Revisions Passed and Approved by the City Commission on January 25, 2012

### CITY OF TALLAHASSEE

By:

John R. Marks, III<u>Andrew Gillum</u> Mayor

ATTEST:

1

I

APPROVED AS TO FORM:

By: ______ James O. Cooke, IV City Treasurer-Clerk By: ____

Lewis E. ShelleyJames R. English City Attorney

Attachment #1 Page 53 of 55

### EXHIBIT B-1 SOUTHWOOD DRI DEVELOPMENT PROGRAM

DRI LAND USES	Phase 1 (1	999 - 2010)	Phase 2a	(2005 - 2027)	Phase 2b	(2020 - 2027)	PROJEC	T TOTAL
DRI LAND USES	Acres	DU/GSF	Acres	DU/GSF	Acres	DU/GSF	Acres	DU/GSF
Residential(1)								
Single Family	455	1,048 DU	489	1,026 DU		1	944	2,074 DU
Multi-Family	96	777 DU	274	1,919 DU			370	2,696 DU
SUBTOTAL	551	1,825 DU	763	2,945 DU			1,314	4,770 DU
Commercial (Wholesale, Retail and Service) (2)	149	287,000 GSF	191	500,000 GSF	197	12,502 GSF	537	799,502 GSF
Office (2)	120	500,000 GSF	191	150,000 GSF	197	1,544,117 GSF	508	2,194,117 GSF
Hotel (2)			1 <u>91</u>	170 rooms	197		388	170 rooms
Industrial			55	500,000 GSF	138	2.228,381 GSF	193	2,728,381 GSF
Educational/Institutional								
Educational	148	230,000 GSF		173,000 GSF	29		177	403,000 GSF
Institutional (3)								
SUBTOTAL	Augh disease	230,000 GSF						403,000 GSF
Recreation and Open Space								
Central Park (4)	125						125	
Community Park (5)	215						215	
North Park			36				36	
Golf Course & Clubhouse	214						214	
Other Open Space and Buffers (6)	772		25				797	
SUBTOTAL	1326		61				1.387	
TOTALS	2145		983		194		3,322	

Notes:

1. Single-family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.

Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods
were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.

3. Up to 31,000 GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space, at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.

4. Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.

5. Community Park includes 62 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.1.

Other Open Space and Buffers includes open space corridors throughout the project (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.

# **EXHIBIT B-2** SOUTHWOOD DRJ PHASING PROGRAM

PHASE 2a

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### Attachment #1 Page 55 of 55

### PHASE 1

2):(0D)	L'ATIUSE.	NERSAUE
LSF-6	Large Lot Residential	14
LSF-8	Large Lot Residential	27
LSF-9	Large Lot Residential	53
LSF-10	Large Lot Residential	101
	SUBTOTAL	195
LDR-6	Low Density Residential	23
LDR-10	Low Density Residential	53
LDR-11	Low Density Residential	23
LDR-12	Low Density Residential	27
LDR-13a	Low Density Residential	1
LDR-14	Low Density Residential	7
LDR-15	Low Density Residential	46
LDR-16	Low Density Residential	32
	SUBTOTAL	222
1.00		100022
MDR-6a	Med. Density Residential	8
MDR-7	Med. Density Residential	24
MDR-8	Med. Density Residential	15
MDR-9	Med. Density Residential	5
MDR-12	<ul> <li>Med. Density Residential</li> </ul>	23
1. 1.2. (m.)	SUBTOTAL	75
TC-I	Town Center(Mixed Use)	59
TC-2	Town Center(Mixed Use)	32
	SUBTOTAL	91
MUOC-2	Office/Commercial	33
MUOC-4	Office/Commercial	22
MUOC-6	Office/Commercial	29
MUOC-7	Office/Commercial	1.000
MUUC-1		- 4
	SUBTOTAL	88
MUEI-2	Educational/Institutional	53
MUEI-3	Educational/Institutional	86
MUÉI-4	Educational/Institutional	9
	SUBTOTAL	148
REC	Community Park	62
REC	Central Park/Comm. Ctr.	22
REC	Golf Course	214
	SUBTOTAL	298
in or stand		1000
	DEVELOPED	1,117
	OPEN SPACE	1,028
	TOTAL	2,145

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LSF-1	Large Lot Residential	44
LSF-3	Large Lot Residential	62
LSF-S	Large Lot Residential	30
LSF-7	Large Lot Residential	32
	SUBTOTAL	168
LDR-1	Low Density Residential	24
LDR-2	Low Density Residential	82
LDR-3	Low Density Residential	63
LDR-4	Low Density Residential	13
LDR-5	Low Density Residential	89
LDR-7	Low Density Residential	16
LDR-8	Low Density Residential	7
LDR-9	Low Density Residential	23
LDR-136	Low Density Residential	4
	SUBTOTAL	321
NUMBER OF T		
MDR-1	Med. Density Residential	33
MDR-3	Med. Density Residential	18
MDR-4	Med. Density Residential	21
MDR-5	Mcd. Density Residential	25
MDR-6b	Med. Density Residential	15
MDR-10	Med. Density Residential	20
MDR-11	Mcd. Density Residential	74
MDR-13	Mcd. Density Residential	8
MDR-14	Med. Density Residential	47
MDR-15	Med. Density Residential	13
	SUBTOTAL	274
2.10.2		
TC-14	Town Center(Mixed Use)	16
TC-2*	Town Center(Mized Use)	16
	SUBTOTAL	32
MUOC-3	Office/Commercial	
0.02040/00/00/00/00/00/00/00/00/00/00/00/00/	and a second	28
MUOC-5	Office/Commercial	29
MUOC-8	Office/Commercial	47
	SUBTOTAL.	104
MUI-2	Research & Development	55
	SUBTOTAL	
	JUDIOIAL	55
MUEI-23	Educational/Institutional	53
MUEI-33	Educational/Institutional	IGENTA PART
(*************************************	SUBTOTAL	86 139
	JUN VIAL	137
PARK	North Park (Open Space)	36
	SUBTOTAL	36
	13	
	DEVELOPED4.5	922
	OPEN SPACE	61
	TOTAL	983
		la la construcción de la

#### Notes:

1. Prior to commencement of Phase 2b, an updated traffic analysis that addresses cumulative impacts of Phases 1 through 2b will be provided by the Developer to the review agencies as a substantiat deviation for review of transportation impacts only.

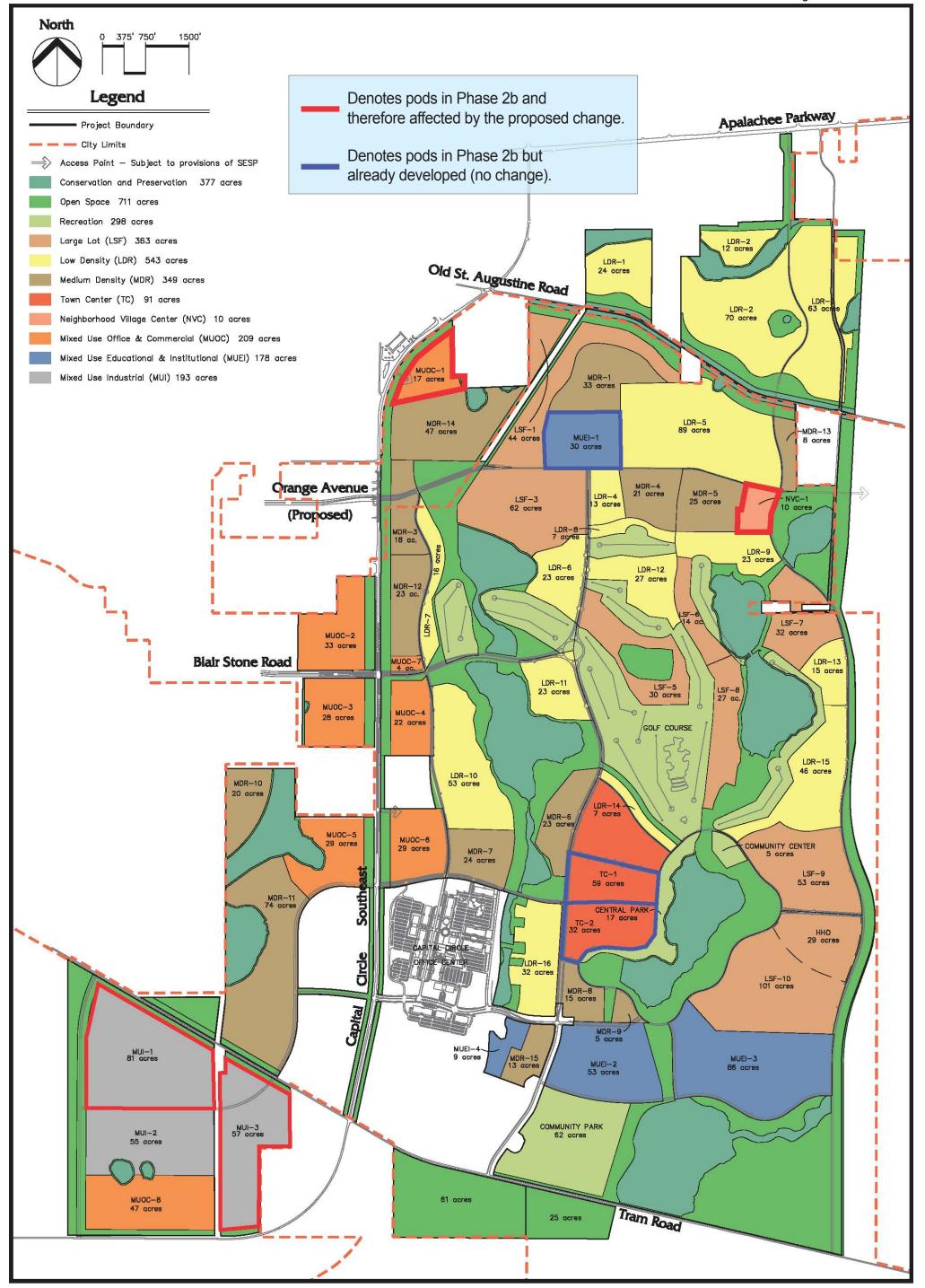
2. Acreage projections for each development pod on this table and on Map H are approximate and may vary based upon final suvey and platting.

3. Phase 1 development of MUEI-3 limited to 56,000 GSF and anciliary athletic fields.

and represents developer's ability to develop up to the stated acreage in Phase 2a and 2b.
The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 3.
The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phase 2a.

### PHASE 261

1.000	ILANDICISE (LAN	Administ
TC-14	Town Center(Mixed Use)	16
TC-2*	Town Center(Mixed Use) SUBTOTAL	16 32
NVC-1	Neighborhood Village Center SUBTOTAL	10 10
MUOC-1	Office/Commercial SUBTOTAL	17 17
MUI-1 MUI-3	Research & Development Research & Development SUBTOTAL	81 57 138
MUEI-1	Educational/Institutional SUBTOTAL,	29 29
	DEVELOPED' TOTAL	194 194



MASTER DEVELOPMENT PLAN

Southwood



2017

Posted 4:80 g.nA ors O dober 17

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July 5, 2017

PLACE Growth Management Department 435 N Macomb Street Tallahassee, Florida

To the Tallahassee-Leon Planning Department:

Upon review of the Administrative Change to the Southwood DRI Development Order, Apalachee Regional Planning Council finds that the proposed change creates no new impacts to facilities of regional importance.

As a technical assistance suggestion, St. Joe corporation is encouraged to consider new mobility opportunities that can provide increased access across residential and commercial/office units. Some facilities may include electric trams, bicycle sharing, and protected street crossings.

Sincerely,

Richard Fetchick, Regional Planner



# **MEMORANDUM**

TO:	Keith Burnsed, Development Administrator City of Tallahassee Growth Management Department
FROM:	Mary Jean Yarbrough, Senior Planner Tallahassee-Leon County Planning Department
THROUGH:	Russell Snyder, Administrator, Land Use Division Tallahassee-Leon County Planning Department
DATE:	July 14, 2017
SUBJECT:	Consistency Review—Southwood Administrative Amendment

# Southwood Minor Amendment

Southwood is a 3,322-acre mixed-use development located in the southeast area of the City of Tallahassee. Due to the size and scope of the Southwood development, it is a development of regional impact (DRI), pursuant to Florida Statutes, Chapter 380. The DRI development order (D.O.) for Southwood was adopted by the City of Tallahassee in 1999. This D.O. defines the plan of development of the Southwood DRI. In addition, the Southwood D.O. requires the developer to fund a number of infrastructure improvements.

Presently, the developer of the Southwood DRI is pursuing an administrative (minor) amendment to the Southwood DRI D.O. This change proposes the following changes to the Southwood D.O:

- Amend the phasing program to allow for Phase 2A entitlements to be used within the various parcels currently identified in 2B within Exhibit B-2.
- Amend the conversion allowance within the D.O. to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI.

# Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Staff finds the above described minor amendment to the integrated Development Order for the Southwood Development of Regional Impact consistent with Objective 10.1 [L] - Southeast Sector Plan and its implementing policies of the currently adopted Comprehensive Plan. However, with regards to the proposed change to the phasing program to allow for certain entitlements to be used within various parcels, any future changes (primarily to add residential uses) to the Mixed Use Industrial components within the PUD will be considered a major change and be required to go through the notice of proposed change (NOPC) process to the DRI.

# Leon County Board of County Commissioners

Notes for Agenda Item #11

# Leon County Board of County Commissioners

# Agenda Item #11

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

 
 Title:
 Tallahassee Fire Department Certificate of Public Convenience and Necessity Renewal

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

# **Statement of Issue:**

This agenda item seeks Board approval of the Certificate of Public Convenience and Necessity for the Tallahassee Fire Department (TFD) which allows the TFD to provide advanced life support non-transport services.

# Fiscal Impact:

This item has no fiscal impact to the County.

# **Staff Recommendation:**

Option # 1: Approve the renewal of the Advanced Life Support Non-Transport Certificate of Public Necessity issued to the Tallahassee Fire Department (Attachment #1).

Title: Tallahassee Fire Department Certificate of Public Convenience and Necessity Renewal October 24, 2017 Page 2

# **Report and Discussion**

# **Background:**

During the May 13, 2014 meeting, the Board of County Commissioners issued the current ground transport Certificate of Public Convenience and Necessity (COPCN) to the Tallahassee Fire Department (TFD). The COPCN authorizes TFD to provide advanced life support, first responder, non-transport services, twenty-four hours per day / seven days per week from six City of Tallahassee fire apparatuses and one supervisor vehicle, located at seven identified fire stations within the incorporated area of the City of Tallahassee, for service provided within Leon County. The current COPCN issued in 2014 expires November 8, 2017.

On August 22, 2017 TFD submitted an Application for renewal of their COPCN with no changes to the services being provided under the current COPCN (Attachment #2).

The TFD COPCN is essential to the following FY2017-FY2020 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

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

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

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

### Analysis:

In accordance with Section 8-62 of the Leon County Code of Laws, Article III, Emergency Medical Transportation Services, the TFD application was transmitted August 28, 2017 to: the City of Tallahassee; the Tallahassee Fire Department; the Leon County Director of Emergency Management; the medical directors of the emergency departments at Capital Regional Medical Center and Tallahassee Memorial Hospital; and the members of the Emergency Medical Services Advisory Council (EMSAC) for review and comments. Written comments were due back to the County by September 28, 2017. No written comments were received by the County.

On September 20, 2017, the required Public Notice of the EMSAC meeting was published. Subsequently, on October 13, 2017, the EMSAC met to investigate and review the application and to formulate a recommendation to the Board for consideration. EMSAC voted to recommend the renewal of the Advanced Life Support Non-Transport COCPN to TFD for the period of November 8, 2017 through November 8, 2020.

Title: Tallahassee Fire Department Certificate of Public Convenience and Necessity Renewal October 24, 2017 Page 3

# **Options:**

- 1. Approve the renewal of the Advanced Life Support Non-Transport Certificate of Public Necessity issued to the Tallahassee Fire Department (Attachment #1).
- 2. Do not approve the renewal of the Advanced Life Support Non-Transport Certificate of Public Necessity issued to the Tallahassee Fire Department.
- 3. Board direction.

# **Recommendation:**

Option #1.

# Attachments:

- 1. Proposed Certificate of Public Convenience and Necessity to Tallahassee Fire Department
- 2. Tallahassee Fire Department Application for Renewal of COPCN
- 3. Minutes from the October 13, 2017 EMSAC meeting

# LEON COUNTY Certificate of Public Convenience and Necessity Emergency Medical Services

Whereas, the City of Tallahassee has made application for the grant of authority to provide advanced life support, first responder, non-transport services, twenty-four hours per day / seven days per week, from six City of Tallahassee Fire apparatus and one supervisor vehicle, located at seven identified fire stations within the incorporated area of the City of Tallahassee.

**Whereas,** the above named service provider affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 64J-1, F.A.C.); and

Whereas, the above named service provider affirms that it will comply with Article III of the Code of Laws of Leon County, Florida; and

Whereas, the governing body of Leon County has considered recommendations of the Emergency Medical Services Advisory Council.

**Now therefore,** The Board of County Commissioners of Leon County hereby issues a Certificate of Public Convenience and Necessity to the City of Tallahassee to provide the following services only: Advanced Life Support, first responder, non-transport services, twenty-four hours per day / seven days per week from six City of Tallahassee fire apparatus and one supervisor vehicle located at seven identified fire stations within the incorporated area of the City of Tallahassee with limitations as prescribed on the Certificate. The service shall be provided within the territorial limits of Leon County, Florida. The Certificate holder shall maintain the level of service as outlined in their application throughout the term of this Certificate, and shall conform and comply with all rights and duties granted by the Certificate.

Date Issued:November 8, 2017Date of Expiration:November 8, 2020(Unless Certificate is sooner revoked or suspended)

LEON COUNTY, FLORIDA

BY: ____

John E. Dailey, Chairman Board of County Commissioners

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

BY:

Approved as to Form: Leon County Attorney's Office

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

# Tallahassee Fire Department



# Application for Certificate of Public Convenience and Necessity

August 2017

Page 380 of 909

Attachment #2 Page 2 of 56 CITY OF

An All-America City

The Tallahassee Fire Department is submitting this application for renewal of our Certificate of Public Convenience and Necessity-Advanced Life Support Non-Transport to continue to provide an increased level of service to our community.

Since 1988 TFD has provided Basic Life Support to the citizens of Tallahassee and Leon County. The Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services allows the City of Tallahassee and Leon County to continue to utilize an existing governmental resource to provide advanced pre-hospital patient care to our community.

TFD looks forward to continue working hand-in-hand with the Leon County Emergency Medical Services in a positive teamwork fashion that benefits our citizens.

Respectfully,

Jerome Gaines, Fire Chief Tallahassee Fire Department 91/1 Easterwood Drive Tallahassee, Florida 32311 (850) 891-6600

CITY HALL 300 South Adams Street Tallahassee, FL 32301-1731 850-891-0000 TDD: 711 • Talgov com

ANDREW D. GILLUM Mayor

**RICARDO FERNANDEZ** City Manager

SCOTT MADDOX Commissioner

NANCY MILLER Commissioner

CURTIS RICHARDSON Commissioner

GILD ZIFFER Commissioner

LEWIS E Rage 381 of 909 JAMES O. COOKE, Rosted 4:30 p.m. on October 17, 2017 City Treasurer-Clerk City Attorney

City Auditor

# Leon County

# Tallahassee, Florida 32311

Application for Certificate of Public Convenience and Necessity

Type of Application:

Renewal

Advanced Life Support response- Non Transport

1) Applicant is an unincorporated municipality:

City Of Tallahassee 911 Easterwood Drive Tallahassee, Florida 32311

850.891.6600

List of Officers and Directors:

Name	Address	Position
Andrew Gillium	300 South Adams Street Tallahassee, FL 32301	Mayor
Gil D. Ziffer	300 South Adams Street Tallahassee, FL 32301	Commissioner
Nancy Miller	300 South Adams Street Tallahassee, FL 32301	Commissioner
Scott Maddox	300 South Adams Street Tallahassee, FL 32301	Commissioner
Curtis Richardson	300 South Adams Street Tallahassee, FL 32301	Commissioner
Rick Fernandez	300 South Adams Street Tallahassee, FL 32301	City Manager
Jerome Gaines	911 Easterwood Drive Tallahassee, FL 32311	Fire Chief

2) Type and Number of Shares Outstanding:

Not Applicable.

3) Date of Incorporation:

Established 1825 (per Tallahassee-Leon County Planning Department 2003 Statistical Digest)

4) The City of Tallahassee has authorized the Tallahassee Fire Department to provide First Response Advanced Life Support from six (6) stations located within the incorporated boundaries of Tallahassee. In addition, Tallahassee Fire Department has the capacity to provide one quick response ALS non-transport vehicle when available. The City and County have mutually agreed upon these ALS station locations.

5) List all ALS stations:

See Attachment 1- List of Stations

6) Names and Certification numbers of all Paramedics, Emergency Medical Technicians, First Responders, or other attendants employed by the applicant.

See Attachment 2- Personnel EMT/PM Certification Numbers

7) Vehicle information

See Attachment 3- Vehicle VIN Information

8) Ground transport written plan for vehicle replacement.

Not Applicable

9) Ground transport service plan for non-disposable equipment replacement.

Not Applicable

10) Air ambulance provider operations manual and FAA Part 135 Certificate.

Not Applicable

11) Description of the applicant's communication system:

See Attachment 4- Communications System Description See Attachment 5- Radio Licenses See Attachment 7- Leon County COPCN See Attachment 8- Controlled Substance Registration Certificate See Attachment 9- Florida EMS ALS License

12) Proposed operating budget

See Attachment 6- Comprehensive Annual Financial Report FY 2012

13) Verified proof that the applicant and its employees possess all required federal and state licenses and permits:

See Attachment 2- Personnel EMT/PM Certification Numbers See Attachment 5- Radio Licenses See Attachment 7- Leon County COPCN See Attachment 8- Controlled Substance Registration Certificate See Attachment 9- Florida EMS ALS License See Attachment 10- Florida EMS Vehicle Permits

14) The name of the municipalities and the description of all the geographic areas that the applicant has previously been authorized to serve, including Leon County, and any other county in Florida, or any State:

The Tallahassee Fire Department began providing Basic Life Support First Response in the unincorporated areas of Leon County in 1988 due to the Interlocal Fire Services Agreement between the City of Tallahassee and Leon County. Additionally, in 1988, TFD started BLS First Response medical care within the incorporated Tallahassee city limit. Through the interlocal City/County ALS Agreement, TFD has been providing ALS Response from 7 intercity fire apparatus since April 2004.

Advanced Life Support is provided 24 hours per day/seven days per week from 7 City of Tallahassee Fire apparatus located at various stations within the incorporated city boundaries. ALS station locations were decided upon in cooperation with Leon County.

Medical services are provided from the designated station primary response area in both the incorporated and unincorporated areas of Leon County.

See Attachment 7- Leon County COPCN

15) List of current patient fee charges:

Not Applicable. The Tallahassee Fire Department funding for Advanced Life Support First Response medical services is being funded through an interlocal contractual agreement between the City of Tallahassee and Leon County. TFD will not be billing patients for care provided.

**16)** A sworn statement signed by the applicant or his/her authorized representative stating that all the information in the application is true and correct.

See Attachment 11- Sworn statement from Interim Fire Chief Jerome Gaines.

17) A list of medical equipment and supplies to be supplied, equipped and maintained in each emergency medical services vehicle:

See Attachment 12- Apparatus Inventory Sheets (ALS/BLS)

18) A statement, policy, certificate, or irrevocable letter of commitment to insure:

See Attachment 13- Evidence of Self Insurance (vehicle) See Attachment 14- Professional Liability

19) Compilation statement showing assets and liabilities prepared by certified public accountant.

See Attachment 6- Comprehensive Annual Financial Report 2012

20) A copy of the applicant's management plan, which shall include a copy of standard operating procedures.

See Attachment 15- Management Plan/Organizational Chart

21) Proof that the applicant has employed or contracted with the qualified Medical Director.

See Attachment 16- Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services.

Attachment 1 COPCN Application August 2017

# **List of Tallahassee Fire Department ALS Fire Stations**

Fire Station 2 2805 Sharer Rd. Tallahassee, FL 32312

Fire Station 3 3005 South Monroe St. Tallahassee, FL 32303

Fire Station 4 2899 West Pensacola St. Tallahassee, FL 32304

Fire Station 6 2901 Apalachee Parkway Tallahassee, FL 32301

Fire Station 9 3205 Thomasville Rd. Tallahassee, FL 32312

Fire Station 15 1445 Bannerman Rd. Tallahassee, FL 32312

Fire Station 1 327 North Adams St. Tallahassee, FL 32301

The locations above were mutually agreed upon as required in the interlocal Agreement Providing for Advanced Life Support Services. Any additional ALS units are also addressed in this agreement and require negotiation between the City and County.

Attachment #2 Page 8 of 56

# TALLAHASSEE FIRE DEPARTMENT Personnel Licensure and Certification Information

			an a
Last Name	First Name	EMT Number	PM Number
Aldridge	John T.	63029	
Aldridge Jr.	John	539643	
Allen	James O. III	307345	
Allen	James B.	85075	
Anderson	Brett	58305	
Anderson	Jake	71784	
Anderson	Joseph	307497	and an and a state of the state
Anderson	Regan	518576	
Aselton	Tim	78611	
Atkinson	Brian	73155	
Atkinson	Jeff	84111	
Barfield	Lee	516106	
Barrington	Bernard	62219	
Beam	Erick	521906	
Bedford	Jarvis	73160	
Bellamy	Michael	86754	
Berry	Robert	512826	
Boldt	Bradley	518924	
Bowers	Warren	531393	
Boyd	Kerry	307359	
Boyd	Prince	549566	
Brady	Jeffrey	524128	
Brown	Annette	69404	
Burnett	Kaitlyn	537679	
Burns	Thomas	541554	
Burton	Craig	63025	
Busbee	Kevin	56728	
Butler	Lance	543070	
Bynum	Roger	63258	
Byrd	Jerry	66626	
Carney	Stephen	547006	
Carpenter	Brandon	510475	
Carter	Jesse K.	85948	
Clary	Robert	512076	
Coe	Michael	510285	
Coe	Matthew	510284	
Colaire	Brandon	508584	
Colin			
Colon	Jean-Pierre Juan	9 540051 544472	Posted 4:3
C1		00707	

Attachment 2 COPCN Application August 2017

Last Name	First Name	EMT Number	PM Number
DeMay	David	82739	
Dery	Charles	63021	
Dowdy	David	64083	
Droessler	Charles	531101	529270
Dudley	Darrius	529358	
Eastman	Hal	63020	
Edwards	Terry	71136	
Espinosa	Anthony	514640	
Evans	Floyd	70677	
Evans	Mark	501700	
Evans	Chandler	527256	
Fernandez	Zach	529919	523482
Ferrell	Во	59391	
Fleming	Brandon	547410	
Fleming	Jeffrey	86969	
Fletcher	Travis	529210	
Frazier	Corey	545816	
Gaines	Brandon	546315	
Garcia	Roberto	524554	
Gatlin	John	58573	
Gatlin	John M	552637	
Gerold	Brian	76945	
Glassner	Kevin	55866	
Gohlke	Kathy	86014	
Gordon	Adam	552890	
Greisl	Jason	79481	
		548296	
Grigg Gruver	Logan Steven	539088	
Guzman	Angel	528265	
Hall	Brooks	70733	
Hancock	Ashley	536933	
Harris	Bill	63016	
Hartsfield	Matthew	549310	
Haynes	Trevino	517243	
Hellmann	Tom	73542	
Henderson	Clinton	530634	
Henderson	Scott	58136	
Hill	Brian Page 388 of 90	<mark>。303149</mark>	Posted 4:3
Hindle	Christopher	530161	
U:	VL	00/70	

October 17, 2017

Last Name	First Name	EMT Number	PM Number
Jones	Anthony	66600	
Iones	Roman	537437	
Kelly	Roy	59392	
Kercher	Tim	79496	
Kessinger	Jay	301122	
King	Peter	59393	
Koch	Victor	505772	
Lawhon	Jeff	303376	
Layne	Benjamin	523955	
LeJeune	Zachary	539314	
Lihach	Michael	530544	
Lockhart	Jesse	536546	
Mahon	Matthew	526260	
Marks	Troy	307423	
Matusiak	Justin	520931	
McAdams	R. Scott	76762	
McCall	Lon K.	59394	
McCloud	Terrell	515546	
McCown	Robert	532809	
McCoy	Christopher	537097	
McCoy	Daniel	133433	
McCrea	Tiebout	551311	
McKee	Maryann	72466	
McLanahan	Todd	69751	
McNabb	Andrew	505997	
McNabb	Brittany	517630	
McRae	Lucas	546192	
Meadows	Byron	63011	
Meyer	Andrew	304637	
Mohr	George	504059	
Moore	Dan	545972	
Morgan	Steven	526836	
Morrison	David	307626	
Notley	Todd	88838	
Oaks	Shane	508252	
O'Grady	Michael	301163	
Orlando	Doug	21951	
Parker	Brian Page 389 of 9	536192	Posted 4:30 p.m
Pater	Chad	308234	Posied 4:30 p.m
Davina	Tome	67560	

October 17, 2017

Last Name	First Name	EMT Number	PM Number
Register	Phillip	510366	
Reid	Graham	78575	
Roberts	Nathan	511900	
Roberts	Fulton	59401	
Roberts	Lori	72067	· · · · · · · · · · · · · · · · · · ·
Rodriguez	Emilio	541723	529250
Rogers	Jeremy	522214	
Rollins	Tonnie	63008	
Ross	Nicholas	532492	
Rutledge	Lee	81585	
Sanders	Eugene	74216	
Santana	Robert	530574	
Satterwhite	Vicki	63007	
Schroeder	Drew	76361	
Shealy	Ryan	531975	
Sims	Chad	507336	
Smith	Chad	306283	
Sorrell	Michael	308810	
Speights	Alex	544895	
Spencer	Will	66623	
Spooner	Brent	539901	
St Charles	Kirshner	526769	
Steele	Jesse	544839	
Stevens	Robert	544941	
Stroman	Christopher	549364	
Sullivan	Janson	84378	
Sullivan	Roger	82292	
Teems	Chad	72077	
Tenorio	Sam	521171	
Thompson	Scott	69400	
Tillotson	Brett	513399	
Timmons	Greg	62227	
Frammell	Robert	531419	
Tryon	Rick	62226	
Гryon	Thomas	520308	
Uzzell	Kristi	546552	
Wade	Richard	59403	
Walker	Jason _{Page 390 of 9}		<b></b>
Walker	Ronny	75346	Posted 4:
A7 - ++++ -+++	C	20/1/0	

# TALLAHASSEE FIRE DEPARTMENT Personnel Licensure and Certification Information

Last Name	First Name	EMT Number	PM Number
Willis	Daniel	308297	
Wolfberg	Keegan	535342	
Vright	Thomas	511378	
Vright	Kafele	544152	
Yates	Brad	533806	
Davis	Clifford		·
Gaines	Jerome		
ones	Richard		
Allbritton	Brenden	533781	524491
Allen	Gregory		517565
Amison	Joseph		206749
Anderson	Marcus	513129	514646
Anzalone	Troy		200711
Atkinson	Romney	300187	504624
Benitez	Alexander		521184
Blessing	Seth	507315	520308
Bowling	Brent	515224	522533
Box	Steve	86759	200933
Butler	Michael Todd		522504
Byrd	Jason		18554
Casey	Sean		510318
Cooksey	Tom	78665	16308
Cuevas	Mark		505376
Davis	Joseph	511495	519149
Davis	Ken	63023	18742
Duggar	Jarrod		511710
Eastman	Michael		17839
Gillette	Ivey		19320
Grant	Jaye	519824	522624
Hadden	Michael		17125
Hall	Brandon	506636	524523
Hunt	Christopher	526647	526965
aques	Tayler	528302	524443
udah	Lindsay	526084	522541
Kimbrel	Jonathan		516278
King	Jennifer		19756
Knowles	Granville	69437	206799
Koegel	Robert Page 391 of 90	1	<b>19177</b> Posted 4:
Kostic	Daniel	9 534619	Posted 4: 526962
1a	L	5040(0	EnADAT

0 p.m. on October 17, 2017

Last Name	First Name	EMT Number	PM Number
Morris	Brad		17155
O'Brien	Matthew	521646	523303
Pace	Kyle	528127	526099
Persing	Chad	306135	505117
Pichard	Travis	1.44	511808
Pickels	Ben		526124
Pinto	Joshua	511054	516892
Pittinger	Jason	501481	518432
Powell	Stephanie	76781	511933
Pruitt	Daniel		508378
Raynolds	Gabriel	519903	519862
Reed	Michael		519410
Reese	Jason		515382
Register	William		14420
Roberts	Jacob		527017
Rudy	Brenden		522542
Ruscitto	Shannon	531103	529711
Sacco	Michael		19072
Schultz	Ken		14422
Shaffer	Robert	84378	18789
Simmons	Scott		10608
Simpson	Jamal	541083	529321
Terhune	Michael	72593	16645
Tiefel	Steve		13455
Tillotson	John	531352	526914
Varn	Ryan		308285
Walker	Travis		18830
Washington	Thelmon	307336	515754
Watkins	Todd	523887	524514
Whritenour	Kyle	526693	524540
Wolfberg	Zachary	534745	523555
Yancey	Doyle		200708

# Attachment 3 **COPCN** Application August 2017 Page 14 of 56 Page 14 of 56 Page 14 of 56

# **Tallahassee Fire Department Frontline Response Vehicles**

UNIT	UNIT #	YEAR	MODEL	TYPE	DEPT Permit #	VIN	Mileage
				STATION 1			
TR-1	15004	2007	E_One	95' Platform	n/a	4EN3ABA8271002251	45,715
E-1	15009		Pierce Impel	Pumper	n/a	4P1BAHFF2FA015030	29,114
E-101	15006		Pierce Impel	Pumper	n/a	4P1CJ01A1EA014242	37,984
TA-1	1410	1994	E-One Cyclone	Tanker	n/a	4EN3AAA83R1003702	36,543
FireMed 1	12034	2014	Chevrolet	Suburban	19212	1GNWC5EG0DR224009	91,531
				STATION 2	r		
TR-2	1507	2000	E-One Cyclone	100' platform	n/a	4EN3ABA8XY1002290	76,035
E-2	15022		E-OneTyphoon	Pumper	20773	4EN6AAA85H1001121	997
		÷		STATION 3			
TR-3	15015	2014	Pierce Impel	75' stick	n/a	4P1CJ01A7EA014228	26,095
E-3	15019		E-One Typhoon	Pumper	20774	4EN6AAA87H1000696	2,277
		۹		STATION 4			
TR-4	1508	2002	E-One	Bronto Aerial 100'	n/a	4EN3BCA8721005402	58,326
E-4	15007	2014	Pierce Impel	Pumper	18311	4P1CJ01A1EA014242	54,694
				STATION 5			
AP-51	15016	2016	Pierce	ARFF	n/a	1FDOX5HT9GEB56926	3,421
AP-52	12013	2010		Titan Force	n/a	4EN9AAA8091004930	4,362
AP-53	15005	2016	Pierce	ARFF	n/a	1OTADLIF5EA770673	2642
				STATION 6			
				STATIONS			
E-6	15021	2017	E-One Typhoon	Pumper	20775	4EN6AAA83H1001120	1,328
				STATION 7	-		
E-7	12012	2004	E-One Typhoon	Pumper	n/a	4EN6BCA8951009629	86,179

# Attachment 3

March 2017							
				STATION 8			
E-8	12010	2005	E-One Typhoon	Pumper	n/a	4EN6BCA8551009630	92,501
2-0	12010	2000	L-One Typhoon	STATION 9	1170	421102070007000000	
E-9	15010	2014	Pierce Impel	Pumper	18850	4P1BAHFF4FA015031	30,859
				STATION 10			· · · · · · ·
E-10	15012	2014	Pierce Impel	Pumper	n/a	4P1BAHFFXFA014966	15,293
				STATION 11			
R-11	15013	2015	Pierce	Rescue	n/a	1FDOX5HT2FEA04047	20,549
TA-11	1416		E-1/International	Tanker	n/a	1HTGLAHT2XH603749	60,725
				STATION 12			
R-12	15017	2015	Pierce	Rescue	n/a	1FDOX5HT7GEB56925	13,473
TA-12	1412		E-1/International	Tanker	n/a	1HTGLAHTOXH603748	49,629
				STATION 13			
R-13	15014	2015	Pierce	Rescue	n/a	1FDOX5HT4FEA04048	18,241
TA-13	1414	1998	E-1/International	Tanker	n/a	1HTGLAHT2XH603752	49,476
				STATION 14			
R-14	15018	101204023.02536023	Pierce	Rescue	n/a	1FDOX5HT5GEB56924	7,123
TA-14	15002	2006	International	Tanker	n/a	1HTWYAHT56J345814	24,607
				STATION 15			
E-15	15020	2017	E-One Typhoon	Pumper	20776	4EN6AAA88H1000741	2,445
E 16	15011	2015	Dierco Impol	Pumper	n/a		26445
E-16	15011	2015	Pierce Impel	Pumper	n/a	4P1BAHFF6FA015037	264

Attachment 4 COPCN Application August 2017

# Communication System Description

The Tallahassee Fire Department communication system is an 800 MHz digital radio system with a Motorola P25 digital simulcast system.

There are eight (8) transmit/receive sites providing coverage in Leon County:

- TPD (prime)
- Hopkins
- Crooked Road
- Panther Creek
- Blocker
- Spray field
- Myers Park
- Easterwood

The radio system provides coverage to 99.97% of our Leon County response area plus 3 miles outside the county boundary.

Frequencies: See Attachment 5 "Radio Station License"

Primary communications will occur on 800 MHz band for all communications. As a measure to further improve communications in Leon County, the City of Tallahassee has installed 800 MHz radios in Capital Regional Medical, Tallahassee Memorial Healthcare emergency room and Tallahassee Memorial Healthcare Northeast. This improvement was at a 50/50 cost to the City and County and benefits both TFD and ambulance communications.

We currently operate with 167 portables (XTS2500 or XTS5000) and 98 mobile radios (XTL 5000 or XTL 2500). The Tallahassee Fire Department included AES encryption on all TFD talkgroups for increased security, and for federal HIPAA confidentiality requirements.

TFD apparatus each have a mounted mobile 800 MHz radio. As well, each position on every apparatus is issued a portable radio for on-scene communications.

TFD currently utilize Mobile Data Terminals in every TFD apparatus to streamline and create an even higher level of communication.

Supervisory personnel carry 800 MHz portable radios, cell phones, and pagers for communication access.

TFD utilizes an automated TeleStaff program that assists in normal staffing and has the ability to simultaneously mass dial personnel for recall in the event of a disaster.

Attachment 5 COPCN Application August 2017

					the second se	
				Lic	ense	
CHANNEL	FREQUENCY TX	FREQUENCY RX	WPBH782	WPMP726	WQJQ232	WQMF293
1	857.4625	812.4625				
2	857.3375	812.3375				
3	857.2125	812.2125				
4	856.9125	811.9125				
5	856.8125	811.8125				
6	856.4625	811.4625				
7	855.5125	810.5125	· · · · · · · · · · · ·			
8	856.2875	811.2875				
9	855.9625	810.9625				
10	855.9125	810.9125				
11	855.8125	810.8125				
12	855.6375	810.6375				
13	855.4125	810.4125				
14	855.3375	810.3375				
15	855.8875	810.8875				
16	855.1625	810.1625				
17	855.0875	810.0875				
18	855.0375	810.0375				
19	854.8625	809.8625				
20	855.7625	810.7625				
21	857.3125	812.3125				
22	854.4375	809.4375				
		Lic Type	Regular of 90	Regular	Regular	<b>Regrusten</b> 4:30 р

# FLORIDA'S CAPITAL CITY Comprehensive Annual Financial Report

For the Fiscal Year Ended September 30, 2015

Attachment 6 COPCN Application August 2017 Page 19 of 56





Attachment 7 Attachment #2 Page 20 of 56 COPCN Application August 2017

# LEON COUNTY Certificate of Public Convenience and Necessity Emergency Medical Services

Whereas, the City of Tallahassee has made application for the grant of authority to provide advanced life support, first responder, non-transport services, twenty-four hours per day / seven days per week, from six City of Tallahassee Fire apparatus and one supervisor vehicle, located at seven identified fire stations within the incorporated area of the City of Tallahassee.

Whereas, the above named service provider affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 64J-1, F.A.C.); and

Whereas, the above named service provider affirms that it will comply with Article III of the Code of Laws of Leon County, Florida; and

Whereas, the governing body of Leon County has considered recommendations of the Emergency Medical Services Advisory Council.

Now therefore, The Board of County Commissioners of Leon County hereby issues a Certificate of Public Convenience and Necessity to the City of Tallahassee to provide the following services only: Advanced Life Support, first responder, non-transport services, twenty-four hours per day / seven days per week from six City of Tallahassee fire apparatus and one supervisor vehicle located at seven identified fire stations within the incorporated area of the City of Tallahassee with limitations as prescribed on the Certificate. The service shall be provided within the territorial limits of Leon County, Florida. The Certificate holder shall maintain the level of service as outlined in their application throughout the term of this Certificate, and shall conform and comply with all rights and duties granted by the Certificate.

BY:

Date Issued:November 8, 2014Date of Expiration:November 8, 2017(Unless Certificate is sooner revoked or suspended)



Jnless Certificate is sooner revoked or suspended LEON/COUNTY, FLORIDA

ATTEST: Bob Inzer, Clerk of the Cour Leon County, Florida

Approved as to Form: Leon County Attorney's Office

Herbert W.A. Thiele, Esq. County Attorney

Board of County Commissioners

Kristin Dozier, Chairman

Attachment #2
Attachment 8
Page 21 of 56
COPCN Application
August 2017

LANDRY, KIM M LIMITED TO OFFICIAL COUNTY DUTIES ONLY LEON COUNTY EMS OPERATIONS CENTER 911 EASTERWOOD DRIVE, BLDG 2 TALLAHASSEE, FL 32311-3256-000

DEA REGISTRATION	THIS REGISTRATION EXPIRES	FEE PAID	CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE
BL8698524	03-31-2019	FEE EXEMPT	DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE	Restricted to Government personnel for official duties only.
2,2N, 3,3N,4.5,	PRACTITIONER	02-09-2016	
LEON COUNTY E	ICIAL COUNTY DUTIES MS OPERATIONS CEN DD DRIVE, BLDG 2 FL' 32311-3256		Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance. THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

		STATES DEPARTMENT OF . ENFORCEMENT ADMINISTR WASHINGTON D.C. 20537	
DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE	
BL8698524	03-31-2019	FEE EXEMPT	Restricted to Government personnel for official duties only.
SCHEDULES '	BUSINESS ACTIVITY	ISSUE DATE	and the second second second
2,2N, 3,3N,4,5,	PRACTITIONER	02-09-2016	
LEON COUNTY 911 EASTERWO	FICIAL COUNTY DUTIES EMS OPERATIONS CENT DOD DRIVE, BLDG 2 FL 32311-3256		Sections 304 and 1008 (21 USC 824 and 958) of t Controlled Substances Act of 1970, as amende provide that the Attorney General may revoke suspend a registration, to manufacture, distribu dispense, import or export a controlled substance.

MISION OF MEDICA	EALTH N. QUALITY ABSURAN	CE
DATE	LICENSE NO.	CONTROL NO
01/17/2017		NO ZUNNIN S
in Silbacal DOCT grad Silow has not a lows and rules of 2	all requirements of he state of Florida.	ANUARY SI, 2913
in SEDECAL BOOT aged Silow has not a base and rules of the BM MICHAEL LA	all requirements of he state of Florida.	ANUARY 31, 2919

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Attachment 9 COPCN Application 6August 2017			40	17
ά.		STATE OF FLORID EPARTMENT OF HE EMERGENCY MEDI	ALTH	
	ADVANC	ED LIFE SUPPORT SER	VICE LICENSE	
This is to certify that	TAL	LAHASSEE FIRE DEPARTME! Name of Provider	NT, CITY OF	
	911 EASTE	RWOOD DRIVE, TALLAHASS Address	EE, FLORIDA 32311	
	rt Service subject to any		Administrative Code, and is authorized to operate as an he applicable Certificate(s) of Public Convenience and county(s) listed below:	
	-FACILITY	TRANSPORT	⊠ NON-TRANSPORT	
		LEON County(s)		
			Emergency Medical Services Administrator Florida Department of Health	
Provider Number: <u>370</u>	4		*	
Date: 02/02/2016 Expir	es: 03/31/2018	Т	This certificate shall be posted in the above mentioned establish	iment
DH Form 1161, August 2015		Page 402 of 909	Posted 4:30 p.m. on October 17,	2017

# Emergency Medical Services License Application Profile Report

ã lã	<u>Manager Name:</u> Manager Name: Mailing Address:	TALLAHASSEE FIRE DEPARTMENT, CITY OF Chief Michael Hadden 911 Easterwood Drive TALLAHASSEE, FL 32311 STATION 6 2901 Apalachee Pkwy TALLAHASSEE, FL		ID NUMBER: COUNTY: Fire Depa City Non-Profi	LEON Service Type	Phone: 850-891-6600 Fax: 850-891-0841 Email: mike.hadden@talgov.com Attachment 10 COPCN Application August 2017
	<u>Name:</u>	Inber: 4017 Clear ALS DIRECTOR DATA LANDRY, KIM MICHAEL 850-606-2113	Date Issued: Service Sub-Type : Amount Required: License Number: DEA Reg. #:	02/02/2016 Non - Transpor \$1,550.00 ME 63901 BL 8698524	t	<u>Expires:</u> 03/31/2018 <u>Amount paid:</u> \$1,550.00 <u>License Expires:</u> 01/31/2019 <u>DEA Reg. Expires:</u> 03/31/2019
		911 Easterwood Dr TALLAHASSEE FL 32311	Contract End Date:			
		EDICAL DRIECTOR DATA	License Number:			License Expires:
	Name:					
	Phone:		DEA Reg. #: Contract End Date	:		DEA Reg. Expires:
	Address:					

In	surance	Company		Type of Insurance	е		Insurance Exp	riation Date	
	Self-	Insured		Vehicle Liability			01/01/	1901	
Videvia	Cour	nty of Service		Date Certificate of Publi Necessity I		nce and			
		Leon		11/08/2	2017				
licit, ea								· · · · · · · · · · · · · · · · · · ·	
Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
12471	ALS	N	E-ONE	TYPHOON	2003	Null And Void	04/01/2004	4EN6BCA8331006836	
13201	ALS	N	E-ONE	TYPHOON	2005	Null And Void	06/20/2005	4EN6BCA8641008100	25.0
13977	ALS	N	E-ONE	TYPHOON	2005	Null And Void	12/06/2006	4EN6AAA8851009130	6.0
17096	ALS	N	E-ONE	TYPHOON	2005	Null And Void	02/03/2012	4EN6BCA8751009628	25.0
18311	ALS	N	PIERCE	IMPEL	2014	Clear	04/11/2014	4P1CJ01A1EA014242	25.0
18850	ALS	N	PIERCE	IMPEL	2014	Clear	02/16/2015	4P1BAHFF4FA015031	25.00
19212	ALS	N	Chevrolet	Suburban	2013	Clear	07/20/2015	1GNWC5EG0DR224009	25.00
20773	ALS	N	E-ONE	TYPHOON	2017	Clear	07/14/2017	4EN6AAA85H1001121	25.0
20774	ALS	N	E-ONE	TYPHOON	2017	Clear	07/14/2017	4EN6AAA87H1000696	25.0
20775	ALS	N	E-ONE	TYPHOON	2017	Clear	07/14/2017	4EN6AAA83H1001120	25.00
20776	ALS	N	E-ONE	TYPHOON	2017	Clear	07/14/2017	4EN6AAA88H1000741	25.0
		nicles with status of		100		410			
Tot	EL	BLS	ALS (Transport)	ALS_(Non-Tra	nspon)	AIR			

Attachment #2 Page 26 of 56



An All-America City

Attachment 11 COPCN Application August 2017

# Advanced Life Support Certificate of Public Convenience and Necessity

To the best of my knowledge, all information presented in this Advanced Life Support Certificate of Public Convenience and Necessity application made to Leon County on behalf of the City of Tallahassee Fire Department is true.

Jerome Gaines, Fire Chief Tallahassee Fire Department 911 Easterwood Drive Tallahassee, FL 32311 (850) 891-6600

312267

Date

Notàry



CITY HALL 300 South Adams Street Tallahassee, FL 32301-1731 850-891-0000 TDD: 711 • Talgov.com ANDREW D. GILLUM Mayor

RICARDO FERNANDEZ City Manager SCOTT MADDOX Commissioner

**City Attorney** 

NANCY MILLER Commissioner

**City Treasurer-Clerk** 

LEWIS E Page 405 of 909 JAMES O. COOKE, Posted 4:30 p.m. on October 17, 2017

CURTIS RICHARDSON Commissioner

**City Auditor** 

GIL D ZIFFER Commissioner

# Attachment 12 COPCN Application August 2017

1 Red Med Cell

		EXP Dates	1	2	3	4	5 €	5 7	7 8	9	10	11	12	13	14	15	25 :	17 1	8 2	5 20	21	. 25	5 23	24	25	26	27	28	29
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	2x2 Gauze Pads				-					-	_	-	_			_	_	_	_										-
	Test Strips				_	_														_				_					
	Oral Glucose Tubes							_	_				_																
	Rolls Transpore Tape																										_		
	Pen Light																												
	Pocket																						1						
1	Sterile Water																						1						
1	C-A-T Tourniquet																			T	T	T							
1	Trauma Shears									T																			
	Roll Tape							Τ		T		1									Γ			T					
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2	Large Trauma Dressing									1			1		-										1				
2	Vaseline Gauze							T		1		1	1								1	1	$\top$						
2	Abdominal Pads						-			1	1	1									$\top$	-		1	-	-			
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3	Rolls of Kerlex		-						1	1		1	T			-	-		1	-	$\top$	1	1	$\top$					-
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	NG Tube 8,10,12,14,16,18		+-			+		+	+	+		-	+	$\vdash$	-		+		+-	+	+	+-	+	+		$\vdash$		+	_
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Main	Compartment		-						_	_	1							1			1	1	1	1	1			1	

Attachment #2 Page 28 of 56

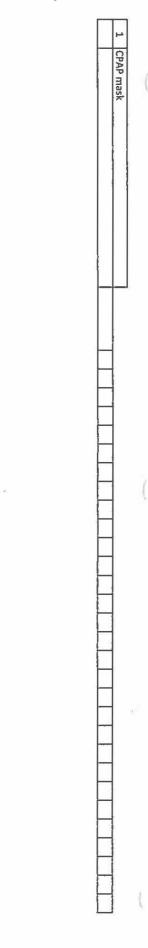
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	100mg Lidocaine prefili	386 382		+		-	+	+	-+	+	-	+									-+		+-	+		┢╼╼╋		+
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	Bottle .4mg NTG Tabs					_			_			_	+-	-	$\vdash$		-	$\vdash$		-	$\rightarrow$	-	_	+	-	$\square$	+	
	150mg Zantac					_		$\rightarrow$	_	$\rightarrow$	-	-	_			_				$\rightarrow$	$\rightarrow$		-	+	<u> </u>	$\square$	-	$\rightarrow$
	150mg Amiodarone vials			<u> </u>	-	_				_		+	_				_		_	_	_	_			<u> </u>			
	2 Vials (1mg Glucagon Kit)								_			_										_		_				
	50mg Benedryl									_		$\perp$								_			_					
	4mg Zofran																											
1	Green Airway Cell																											
	Small McGill forceps																											
	Large McGill forceps																											
	Boogie Stick																											
1	10cc Syringe (open)																											
1	Laryngoscope handle with batteries																											
3	Packs Sterile Lube											Τ																
1	Pediatric ET Tube Holder																											6.68 5.08
1	Adult ET Tube Holder											T		1						1								
	Bulb style tube check device	10.000 A.								1										-†					1			
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	Mac Laryngoscope Blade 4,3,2																											
	Miller Laryngoscope blade 3,2,1,0		-			$\square$						T		<b></b>						$\neg$								
	Meconium Asperator							$\neg$		1		+-		1							+							-
	LP15 ETCO2 filter line					+	++	+		+		+	1	1		-+-					-+				$\mathbf{t}$	$\vdash$	+	-
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	Pressure infuser			1	++	+	1-1	-+-	-	-+-			-	+	$\vdash$		-	+ +		-+	$\rightarrow$	-	+	+	-	<b>⊢</b> →	-	

1	Yellow IO Needle 45mm-15ga		T			1	T		1							Т	T	1					1				Т	T	Т	
	Blue IO Needle 12mm-15ga	-	1	1			+	1					-		1		+	+		$\vdash$							+	+	+	
	Pink IO Needle 15mm-15ga		1	$\vdash$			+	-							-+		+	+	+	$\vdash$				-			-+	+	+-	
	100 mg Lidocaine prefill	<u> </u>	+	<u> </u>		+		+	+		-		$\rightarrow$	+	+		+	+	+	$\vdash$			-			-	-+	+	+	+
2	NS flushes		+	+	$\vdash$	+	+	+	-	$\vdash$				+	-+	+			+	$\vdash$				-	-+	-	-+	+	+	+ - 1
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	Drip Sets		+	+	$\vdash$	+		+	-		_				-+-	-			<b> </b>					_			-+		+	
1	250cc NS		-							-	_	$\rightarrow$	$\rightarrow$	$\rightarrow$	$\rightarrow$	_	-	_		$\vdash$				_	-	_	-+	-+-	-+-	
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A DESCRIPTION OF THE OWNER.	Blue Blood Tube		_				-	_	<b> </b>				$\rightarrow$	-+-			_	_										<u> </u>		
1	Purple Blood Tube		_	-		_	_	_	<u> </u>						_			_	<u> </u>								_			
	Vacutainer with Adaptor		-		$ \rightarrow $		_	-							-		_		<u> </u>	$ \square$							$\rightarrow$	$\rightarrow$	$\perp$	
1	14 ga IV Cath							+											<b></b>			_				_				
1	16ga IV Cath						_										-										_			
	18ga IV Cath																													
2	20ga IV Cath																						_							
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1	24ga IV Cath																													
Loose															1															
1	Infant BVM						-																							
1	Pediatric BVM									0										1000		100.5TH								
1	Adult BVM									15																				
1	Sharps Container (flat)																													
1	OB Kit													T																
1	Pediatric Armboard														1						ACC MARK								T	
1	Broslow Tape				- 22			1																						
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1	Adult Cannula	-													1				<u> </u>								$\neg$	+		
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2	Adult NRBM												_				5			T	1	1			1		T	-
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	Rainbow LP15 SPCO2 probe																		1	1	1	1					1	1
	Start Packs						_							-	-	1		1		+	1	1				$\top$		+
2	Extension Sets	-																	1				-	-			-	1
2	Drip Sets															1				1	1					+	+	+
	NS flushes			1											1				$\top$	$\top$	$\square$	1	<u> </u>			+	-	-
	325mg/ 10.15ml Pediatric Tylenol			1												1			$\top$		$\vdash$	$\square$					+	+
	Sharps Container			1															$\top$								+	+
	IV Cath 14,16,18,20,22,24																				1.1						$\top$	+
	Tetracaine dropper													1					1	1		-			$\neg$		$\top$	
	Soft Restraints	1		1																	1						$\top$	
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4	N95 Masks															1			1				-				+	$\uparrow$
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	hot pack				-	-	-					-								1		1					+	
1	cold pack			1											1			+	+	+							-	+
1	Optical Laryngoscope blade				1.62										Ť				$\top$	+	-	-					1	1
	C Batteries (Laryngoscope handle)																										+	-
	50g Activated Charcoal suspension	_																				1						
	Foil Emergency Blanket			1											-				$\top$	1	$\square$	$\square$				-	-	-
1	1000 cc LR			1															$\top$	1						+	-	-
1	1000 cc N5			1														+	$\top$	$\square$	$\square$			-			-	-
1	Adult BVM																		$\top$							+	+	+
1	Pediatric BVM			1															1	1	1	1			Ť	1		
2	Pair Shoe Covers		4	1			- 64							-	-				$\top$	1					-	+	+	-
LP15	Monitor						_				_								1		-							$\top$
1	LP15 with top, side, and rear pouches			-								_	-						$\top$							-	+	-
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1	Pediatric Defibrillator Pads			1													1		T	T	1					-	1	1
2	Adult Debibrillator Pads			1										1		1	1		1		1					-	+	+
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1	LP15 Paper													1		1	1		1	1						$\uparrow$	+	+
1	Bag Electrodes			1	-					-			T		$\uparrow$							$\square$		-			1	+
	Bags Pediatric electrodes		-	-										-	-	-									$\neg$	+	+	+
1	Pediatric SPO2 sensor													1			-		-	-	-	1				+	+	+
1	LP15 ETCO2 Filterline			1		-	-	-	-	 -			-	+		+			1		-	1			-	+	+	+

Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware         Bischware <t< th=""><th>2</th><th>Benzoin Swabs</th><th></th><th>1</th><th></th><th></th><th>2</th><th></th><th>1</th><th></th><th></th><th>T</th><th></th><th></th><th></th><th></th><th>1</th><th>T</th><th></th><th></th><th>T</th><th>-</th><th>-</th><th>-</th><th>-</th><th></th><th>T</th><th>1</th><th>1</th><th>Ť</th><th>T</th><th>T</th><th>T</th></t<>	2	Benzoin Swabs		1			2		1			T					1	T			T	-	-	-	-		T	1	1	Ť	T	T	T
1       Stellowcoge       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1 <td< th=""><th></th><th></th><th>No. of Concession, Name</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th>-</th><th></th><th></th><th>-</th><th></th><th></th><th></th><th></th><th></th><th>1</th><th></th></td<>			No. of Concession, Name																				-			-						1	
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5         Addominal Pads         Image Standards									-		-+		-+	-					+	+	+	-	+	-	+	-+	-	-+	-	+	+	+	+
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3       King       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1	2	Ace Bandages							-	_	_		_				-		$\rightarrow$	_	$\rightarrow$	_	$\rightarrow$	_		-	_	-	_	$\rightarrow$	-	$\rightarrow$	-
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1       Blue Blood Tube         1       Purple Blood Tube         1       Vacutainer with Adaptor         2       Adult C collars         2       Adult C collars         2       Pediatric C collars         2       Head-bed devices         1       Ladder splint         2       Samspints         1       Kerlex         1       Kerlex         1       Kerlex         1       Ladder splint         2       Samspints         3       Samspints         4       Samspints         4       Samspints         5       Back-board straps         5       Samspints         6       Samspints         1       Ladder splint         2       Vantance         3       Vantance         4       Samspints         5       Samspints         6       Back-board straps         7       Vanker         8       Samspints         8       Samspints         9       Samspints         1       Vanker         1       Vanker <t< td=""><td>2 ea</td><td>IV Cath 14,16,18,20,22,24</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>T</td><td></td></t<>	2 ea	IV Cath 14,16,18,20,22,24																														T	
1       Purple Blood Tube         1       Vacutalner with Adaptor         2       Adult Collars         2       Adult Collars         2       Head-bed devices         1       Ladder splint         2       Sam splints         3       Kerlex         4       King         4       Kerlex         5       Back-board straps         5       Sarce Candage         6       Sarce Candage         7       Yanker         1       Ud and Canister         1       Ud and Canister         1       OZ Bottle with wrench	1	Green Blood Tube																		1		1			1								
1       Purple Blood Tube         1       Vacutalner with Adaptor         2       Adult Collars         2       Adult Collars         2       Head-bed devices         1       Ladder splint         2       Sam splints         3       Kerlex         4       King         4       Kerlex         5       Back-board straps         5       Sarce Candage         6       Sarce Candage         7       Yanker         1       Ud and Canister         1       Ud and Canister         1       OZ Bottle with wrench	1	Blue Blood Tube																															
1       Vacutainer with Adaptor       Image: Constraint of the spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin to spin t																																	
1       Bue splint beg       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1					1				1		1								1													T	T
2       Adult C collars       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1															-		-							-									
2       Pediatric C collars       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1					-										-	-	-														-	-	
2       Head-bed devices       1       Ladder splint       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1 <td< td=""><td></td><td></td><td></td><td>1</td><td></td><td></td><td>( ····</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>$\neg$</td><td></td><td></td><td></td><td></td><td></td><td></td><td>+</td><td></td></td<>				1			( ····														-				$\neg$							+	
1 Ladder splint   2 Sam splints   1 Kerlex   1 Green CPAP/O2 sleeve   1 O2 Bottle with wrench					1								-	-	-	-			-	-									-			+	-
2       Sam splints       Image: Constraints       Image: Constraints <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td>+</td><td>-</td></td<>							-				-	-									-			-		-						+	-
1       Kerlex       Image: Constraint of the second straps       Image: Constraint of the second				-					+						-				+	-†	-		-					+		-	-	-+-	
1       kling       1       Ace Bandage       1       1       Ace Bandage       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1<	1	Kerlex	·						-	$\neg$									+	-	-				-					+	+	+	+
1       Ace Bandage       Image: Constraint of the second straps       Image: Constraint of the se					<u> </u>				-	-+	+			-	-	-			-+		+					-	-	-	-	-		-+-	
6     Back-board straps     Image: CPAP/O2 sleeve     Image: CPAP/O2 sleeve </td <td></td> <td></td> <td></td> <td>1</td> <td>1</td> <td></td> <td></td> <td></td> <td>-+</td> <td>+</td> <td>+</td> <td>-</td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>$\rightarrow$</td> <td>+</td> <td>-</td> <td>1</td> <td></td> <td></td> <td>+</td> <td></td> <td>+</td> <td>-</td> <td>-</td> <td>+</td> <td>-</td> <td></td>				1	1				-+	+	+	-	-							$\rightarrow$	+	-	1			+		+	-	-	+	-	
1     Success Unit     Image: Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Success Succes Success Succes								$\square$	+	+	+		-		-	$\vdash$			+	-	-	-	-	-	-	-	-	+		-	+	+	+
1     Yanker     Image: Constant of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second seco			ACT OF A	-	-		-		-+										+	-	-+		-	-	-	-	$\neg$	-	-	+	+	+	+
1     Tubing     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1     1 <td< td=""><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td>+</td><td></td><td>-+</td><td>-</td><td>-</td><td></td><td></td><td>-</td><td></td><td>-</td><td></td><td></td><td>-+</td><td>-</td><td></td><td>-</td><td>-</td><td></td><td></td><td>-</td><td>+</td><td>-</td><td>-+</td><td>-+</td><td></td></td<>			-			-			+		-+	-	-			-		-			-+	-		-	-			-	+	-	-+	-+	
1       Lid and Canister       Image: CPAP/O2 sleeve       Image				+	1	-	-		1		+		-		_	$\vdash$			-	+	-	-	-	-	-	-		-+	-		-+-	-+	
I         Green CPAP/O2 sleeve         I         O2 Bottle with wrench         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I         I				-	-	-			-+	-+			-		-			-		-	+	-	-	-		-	-	-	-	+	+	+	+
1 O2 Bottle with wrench						-	-	$\vdash$	+	-	$\rightarrow$	-	-	-	-	$\square$	-		$\rightarrow$	$\rightarrow$	-	-	-		+		-	+	+	+	+	+	+
											_		_		_		_						_			_		_				1	_
1 U2 regulator with seal																																	
	1	O2 regulator with seal	1																														

### Attachment #2 Page 32 of 56



Г	1	Blue Blood 30-Aug-16	x	x	x	x	x	1	Τ	1			1	Γ	T	Τ	T	Γ	1	Γ		$\square$		
	1	Purple Blod 31-Jan-16	x	x	x	x	x		18.9/4		-	and an and the second second									<u> </u>			
	1	Vacutainer with Adaptor	x	x	x	X	X				Τ								Γ					
	1	Blue splint bag	x	x	x	x	x			T		1		T		1								
í	2	Adult C collars	x	x	X	x	X									1		1	1					
	2	Pediatric C collars	x	x	x	X	X			T	1													
	2	Head-bed devices	x	x	x	X	x								1	1								
	1	Ladder splint	x	X	х	X	X			1	1		T		1			T						
Γ	2	Sam splints	x	x	x	x	x			T		1	1											
	1	Kerlex	x	x	x	x	X	Γ																
Γ	1	kling	x	X	x	X	x	Γ												Ι				
	1	Ace Bandage	x	X	х	x	X																	
Γ	6	Back-board straps	x	X	x	x	X												T					
	1	Suction Unit	x	X	X	X	X																	
	1	Yanker	x	X	х	x	X					T												
	1	Tubing	x	X	x	X	X																	
	1	Lid and Canister	x	X	x	X	X		T		Τ													
	1	Green CPAP/O2 sleeve																						
	1	O2 Bottle with wrench	x x x x x																					
Γ	1	O2 regulator with seal	x x x x x																					
	1	CPAP mask	x	х	x	x	X			_														_
L																-	_							
		Hazmat Toxbox	Exp Date: (Status)																1					
	2	Solumedrol 125mg 2ml vial	2-6-15 EXP					$\top$	1	-	1	1		1			-				$\square$			
F	2	Tetracaine Hydrochloride 0.5% 2ml	7/31/15			1			1	1	10.00	1		1	1		1		-		<u> </u>			
F	2	Narcan 2mg (1mg/ml) 2ml	7/31/16						$\top$	1			1	1					1	1				
	2	Sodium Bicarbonate 8.4% 50ml	10/31/14 12/31/14 EXP																					
T	6	Albuterol Sulfate (2.5mg/3ml)	3/31/2016						1									-		1		$\square$		
F	2	Atrovent (0.5mg/2.5ml)	12/31/2015							1	1		1			1				1				
	10	Sterile water 20ml vial	7/1/2016				-	1					1	1	1	1	1	1						
	2	Dopamine 800mg (1600mcg/ml)	11/30/2015						1				-	1	1	1	$\square$	+	1		$\square$		$\neg$	

r			
1	Amyl Nitrite inhalants 12/box	0/31/13 EXP	
2	Sodium Nitrite 300mg 10ml ampule	9/30/2016	
2	Sodium Thiosulfate 25% 50ml	4/31/17	
4	Atropine 2mg autoinjector (s)	9/30/2015	
4	Atropine 1mg autoinjector (s)	3/30/2015	
6	DuoDote 2.1mg/600mg autoinjector (s)	10/31/2016	
10	Calcium Gluconate 10% 10ml vial	9/30/2015	
2	Surgical lubricant 4.25oz tube	6/30/14 5/30/14 EXP	
4	10cc syringe		
4	20cc syringe		
4ea	18ga, 25ga needles	10/31/15 3/30/15	
4ea	Filter straws	/28/14 EXP	
4ea	Normal Saline IV bag 500ml	2 short 10/31/16 (2)	
4ea	16g, 18g, 20g, 22g IV Angiocaths	nultiple OOD	
4	IV Start packs		
4	IV Extension sets		
4	IV Drip sets	3 short	
4	Saline flush	5/1/2016	
2ea	Blood tubes purple/blue/green top	nultiple OOD	
2	Vacutainers	nultiple OOD	
1	Isopropyl Alcohol 16oz bottle		
4	Morgan® Lens		
2	Nebulizer		
1	Thermometer digital (probe covers)		
4	Biohazard bags red		
2	Activated Charcoal (100mg total)	9/30/2015	

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TAI	LAHASSEE FIRE DEPAR	TMENT																
BLS	INVENTORY	SHIFT							-									
-		Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		Initials			_		-			-								
Ain	way Bag (Orange)	Exp. Date				-												
	Main Compartment	No. No. No.								75	1				7.5	130		
1	O2 Cylinder>1000 psi						-											
	Regulator					-												
1	Wrench					_												
2	King Airway size 3 & 4		-		_					_								
2	60cc / 20cc syringe 1 ea					-												
6	Surgilube					-												
2ea																		
1ea	Oral Airways Assort 6 sizes																	
	Connectors & Tubing			_			-					_			_		_	
1	Pocket Mask																	
4	N95 masks																	
1 COL	Adult Side							No.						0.9			11.	
2	Non-Rebreathers, Adult																	
2	Nasal Cannula, Adult																	
1	Adult BVM												_					
1	Adult C-Collar																	
	Ped Side		113	250				17.			E.I.F		-				12	
1	Infant BVM																	
1	Ped BVM																	
2	Non-Rebreathers, Pediatric												_					
1	Nasal Cannula, Pediatric												1					
1	Non-Rebreather, Infant						_								_			
1	Pediatric C-Collar										_							
	End Compartment		The								THE .							
1	Pulse Oximeter with Probe																	
Blac	k Jump Bag																	
	Outside Top																	
1	BP Cuff, Large Adult		j j															
1	BP Cuff, Reg. Adult	-												-				
1	BP Cuff, Pediatric																	
1	Stethoscope																	
	Inside Top											1						
2	Oral Glutose																	
1	Pen Light																	
1	Trauma Scissors																	
1	Ring Cutter																	
2	1" Tape		1.6															
1	Antiseptic Hand Cleaner																	
	Inside, Main Compartment																	
2	10" x 30" Trauma Dressing																	

ie.

									_		-	-			_	-	_
2	Sterile Burn Sheet																
1	Obstetrical Kit																
2	PPE Kits	1															
1	500ml Sterile Water																
1	Pocket Mask																
1	2" Cloth Tape																
1	Sharps Tube																
	Inside Front Pocket		-					-							100		1
6	5" x 9" Sterile ABD Pads			1													
4	Kling																
4	Kerlix																
100	Outside Front Pocket				1.000												
2	Cold Packs										1						
2	Bio-Hazard Bags																
4	N95 masks																
	Outside Left Pocket									21.40							-
1	Glucometer																
6	Blood Glucose Test Strips																
6	Lancets																
6	Alcohol Pads																
6	Bandaids																
1	Control Solution(Glucometer)																
	Outside Right Pocket					100							1.1			-	
20	Sterile 4x4's																
2	Triangular Bandages							1									
4	Vaseline Gauze																
	Outside Back Pocket			1999									121				
1	Tourniquet																
2	ACE Bandages												_				
-	Outside Bottom Pocket								-1								
1	START Triage Kit																
120	AED LP - 1000																
*	Battery OK																
2	Adult Combo Pads											_					
1	Pediatric Combo Pads					_	_										
1	Razor	1								-						_	
	Splint Bag (BLS)											_					
2	Sam Splint						-										
3	C-Collar, Adult																
2	C-Collar, Pediatric																
3	Head Immobilization Device								-								
6	Quick Straps																
1	Ladder Splint																
3	Kerlix / Kling							_									
	Portable Suction								-								
*	Unit In Working Order																
1	Suction Tubing																
P	· · · · · · · · · · · · · · · · · · ·		Constant of the second	*								1.0		1	en 184		

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2	Yankeur Tip Suction						
1	Bio-Hazard Bags						
	Misc. Supplies						
2	Backboards						
1	KED w/pillow or towel						
1	Sager splint						
*	Gloves- various sizes *						
1	Teddy bear						
1	Clipboard						
1	patient information pad						middleifi
5	patient refusal forms						
1	black ink pen						



**COPCN** Application Attachment 13

Internal Mail Box A-34 (850) 891-8246 (850) 891-8736 (fax)

#### 8/21/2017

EVIDENCE OF INSURANCE REFERENCE: REQUSTING ORGANIZATION: Leon County Board of County Commissioners Item. Renewal of Certificate of Public-Convenience and Necessity

#### To Whom It May Concern:

This letter is provided to you by the City of Tallahassee, Florida, as evidence of its self-insurance fund. The City is authorized and qualified as a SELF-INSURER by the State of Florida and is in full compliance with all provisions of Florida Statute 768.28, which governs tort liability for all public entities within the State. The City is also self-insured for Worker's Compensation pursuant to the provisions of Florida Statute 440.

The City maintains a fully funded reserve account. The fund, as authorized by the City Commission, is solely for the purpose of providing relief from any third-party legal liability claim for which the City may become liable.

This self-insurance applies to physical damage or loss of the equipment rented by the City of Tallahassee in the same manner as property owned by the City.

We trust this letter is sufficient evidence of the City's liability protection and submit it to meet the terms/conditions required to execute this contract/agreement. Any questions regarding this matter can be addressed to the Risk Management Office at (850) 891-8246.

Sincerely

Shuffler

Gail Shuffler **Risk Manager** 

GS/ap

CITY HALL 300 South Adams Street Tallahassee, FI, 32301-1731 850-891-0000 TDD: 711 = Talgov.com

ANDREW D. GILLUM Mayor RICARDO FERNANDEZ

City Manager

SCOTT MADDOX Commissioner LEWIS E SHELLEY City Attomey

NANGY MILLER Commissioner

JAMES O COOKE, IV

City Treasurer-Clerk

CURTIS RICHARDSON

GIL D ZIFFER

T BERT FLETCHER City Auditor

Commissioner



Attachment #2 Page 39 of 56 Attachment 14 COPCN Application August 2017

A Stock Company

# **GENERAL STAR INDEMNITY COMPANY**

120 Long Ridge Road Stamford, Connecticut 06902-1843

MISCELLANEOUS HEALTH CARE FACILITIES COMMON POLICY DECLARATIONS

POLICY NUMBER: IJG927317

RENEWAL OF POLICY NUMBER: NEW

1. NAMED INSURED: City of Tallahassee

MAILING ADDRESS: 300 S. Adams Street Box A-34 Tallahassee, FL 32301 PRODUCER CODE: 00062820 PRODUCER NAME: R-T Specialty, LLC 1100 Walnut Street

Kansas City

October 1, 2017

MO 64106

## Named Insured is: Corporation

Business Description: Emergency First Response

2. POLICY PERIOD: Effective Date: October 1, 2016

.

At 12:01 a.m. Standard Time at the mailing address shown above.

3. LIMITS OF INSURANCE:

In return for your payment of the premium, and in reliance upon the statements and representations in the Insured(s) application(s) for this insurance, we agree with you to provide insurance subject to the terms of the policy.

Expiration Date:

### LIMITS OF INSURANCE APPLY XOn a Shared Basis, One Time Regardless of the Number of Locations or Insureds

Separately to Each Named Insured Scheduled on Policy

COVERAGE	LIMITS OF INSURANCE							
Professional Liability: Claims Made:								
Each Claim Limit	\$6,000,000							
Aggregate Limit	\$8,000,000							
Sublimit - Abuse and Molestation								
Each Claim Limit	\$1,000,000							
Aggregate Limit	\$1,000,000							
General Liability: N/A    Each Occurrence Limit	\$N/A							
<ul> <li>Damage To Premises Rented To You Limit any one premises</li> </ul>	\$N/A							

	Attachment #2 Page 40 of 56	
	Medical Expense Limit     \$N/A	
	<ul> <li>any one person</li> <li>Personal and Advertising Injury Limit any one person or organization \$N/A</li> </ul>	
	General Aggregate Limit     \$N/A	
	Products/Completed Operations Aggregate Limit     \$N/A	
	Policy Aggregate Limit of Insurance for All Coverages, All Insureds and All Locations: \$8,000,000	
	4. CLAIM EXPENSES:	
C	Are included within the Limits of Insurance	
	5. DEDUCTIBLE: \$ 0 Each Occurrence or Each Claim	
	Applies to: Damages Only Damages and Claim Expenses	
	6. RETROACTIVE DATE: The Retroactive Date(s) for the claims made insurance provided by endorsements attached to and forming a part of the Coverage Part(s) may be different than the Retroactive Date(s) shown below. In that case, the Retroactive Date(s) applicable to the claims made insurance provided by those endorsements will be shown within each respective endorsement.	
	Retroactive Date – Professional Liability: 03/01/2004	
	Retroactive Date – General Liability: N/A	
	Retroactive Date - Abuse or Molestation: 03/01/2004	
	7. PREMIUM: \$ 55,663 25% Minimum Earned Premium applies, No Flat Cancellation	
	Premium Basis: Per Run How rates apply: Per Run	
	8. FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY ON ITS EFFECTIVE DATE: GSI 06 MHCF 100 02 15 - Claims Made Professional Liability Coverage	
	GSI-06-MHCF-103 01 14 - Common Policy Provisions	
	IL05 0001 (02/2011) – Service of Suit Clause GSM 06 MHCF 801 1 (03/2012) - Amendatory Endorsement Premium	
	GS 06 MHCF 462 04 2012 - Designated Professional Services Limitation	
	MH# 24 0010 07 16 - Application Attachment Endorsement	

# The mission of the Tallahassee Fire Department is to provide for the safety and welfare of its community and its members through prevention, preparation, and protection.

The Tallahassee Fire Department (TFD) hired the first Fire Chief in 1867 and has been providing services to Tallahassee and Leon County since that date. TFD continuously strives to increase our role in the community by providing other services while utilizing existing resources in a cost effective manner. TFD is the only career, paid fire department in Leon County.

The City and County signed the Fire Services Agreement in 1988. This agreement required the staffing of the City-owned five unincorporated fire stations to be staffed with two Emergency Medical Technicians and to respond to medical emergencies when requested by the ambulance service. As well, this agreement required TFD to maintain the already established Hazardous Materials team. In 1998, TFD expanded its role in the pre-hospital arena by increasing Basic Life Support's emergency response to areas inside the city limits

The City and County has since signed the Interlocal Agreement regarding the provision of fire and emergency medical services in April of 2009. This agreement allows for the continuation of emergency services as before with the addition of one Firefighter/EMT at each of the five city fire stations in the unincorporated area of Leon County. This ensures minimum staffing of three personnel at all times within these stations.

To date, TFD has improved the level of service provided to include a secondary Hazardous Materials team, Urban Search and Rescue (USAR) team, and a Technical Rescue Team.

TFD began providing Advanced Life Support (ALS) fire response from five of the stations located within the City boundaries, April 1, 2004. The department has since increased its ALS response to 7 stations within the City.

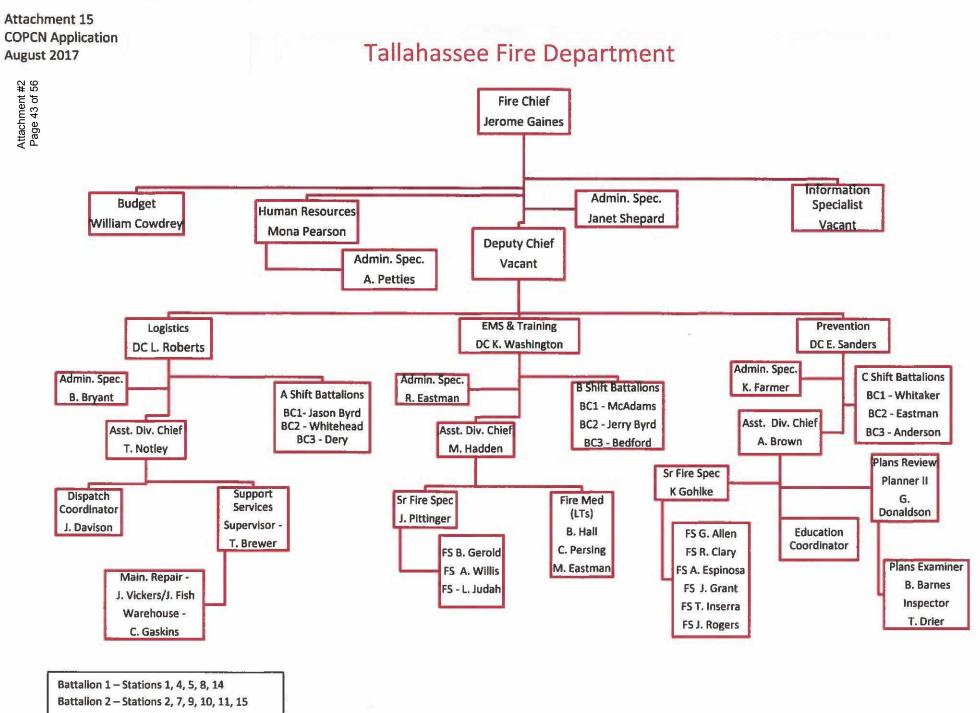
At this time, TFD's personnel roster is comprised of 201 EMT's, 72 Paramedics, and 3 First Responders. All of these personnel are available and ready to respond to medical emergencies when needed. Each apparatus, at any given time, will be staffed with two (2) or more EMTs or Paramedics. TFD has fifteen (16) fire stations located in incorporated and unincorporated Leon County. Five (5) stations are located in unincorporated Leon County and ten (11) are located within the boundaries of Tallahassee. TFD also has a multi-million dollar operational facility at Appleyard and Pensacola.

TFD operates twenty-nine (29) frontline, fully staffed apparatus on a 24 hour per day/7 days per week basis. Additionally, brush trucks and supervisory personnel and vehicles are on duty 24/7. All vehicles are maintained within or exceeding manufacturing requirements. TFD's vehicle fleet is valued in excess of \$15 million.

Communications ability within the TFD is comprised of a state of the art Computer Aided Dispatch system with Mobile Data Terminal and Automatic Vehicle Locators. TFD is part of the Leon County Joint dispatch center. All apparatus have mobile 800 MHz radios and each apparatus personnel have an individual portable radio when on duty.

TFD utilizes "Telestaff", a computer software program that automatically dials personnel for re-call in the event of a disaster.

The Tallahassee Fire Department's approach to management of the ALS First Response addition is to utilize the existing chain-of-command infrastructure. Attached is the applicable organizational chart for the Tallahassee Fire Department.



Station Captains - Stations 1, 2, 3, 4, 6

Attachment #2 Attachment 16 Page 44 of 56 **COPCN** Application August 2017

**动化学,**这些新闻的"学生" aste Multin 1-. INTERLOCAL AGREEMENT REGARDING THE PROVISION OF 142 Wite ! FIRE AND EMERGENCY MEDICAL SERVICES a service

This Interlocal Agreement ("Agreement") is made and entered into as of this , 2009, by and between Leon County, Florida, a charter county and

political subdivision of the State of Florida (the "County"), and the City of Tallahassee, Florida,

in Florida municipal corporation (the "City"), collectively the Parties.

STREET: NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter S. F. Santas . . 2.1 动动于法 同生 set forth; the Parties do hereby agree as follows: • • •

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· Administrative Management Committee. Section 1.

> An Administrative Management Committee (AMC), which shall consist only of the County Administrator and City Manager, shall make recommendations on policy to the Parties and execute the terms and conditions of this Agreement. The AMC shall appoint a Fire Chief and an EMS Chief who shall serve until said appointee shall resign or shall be terminated either by the County Administrator or the City Manager. The current Fire Chief and EMS Chief are hereby deemed appointed to their respective positions.

7:10

1. 6.8

Provision of Services. Section 2.

> Emergency Medical Services. The City shall provide Advanced Life Support A. (ALS) services continuously within the Primary Response Area (PRA) of those fire stations as designated by the AMC in Exhibit A. The County shall provide a Medical Director for ALS and Basic Life Support (BLS) services provided by the City to the County, who shall meet all requirements of, and perform the duties and obligations required of a medical director under, Chapter 401, Florida Statutes.

B. Fire Services. The City shall provide Fire Services continuously within the PRA of all fifteen (15) fire stations as designated in Exhibit B, and shall provide a level of services and maintain both minimum staffing and apparatus in accordance with a fire services five-year rate study (Rate Study), which upon adoption by the Parties will be made a part of this Agreement as Exhibit C. Fire stations may change from time to time to meet changing needs, but in no event shall the location change nor the number of fire stations decrease without the prior approval of the County.

Section 3. Funding of and Payment for Services.

The Rate Study, Exhibit C, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the study. The AMC shall authorize development of a new Rate Study, including both Fire and Emergency Medical Services, not less than 18 months prior to expiration of the then Current Term, subject to the provisions of Section 4. Each such Rate Study, the cost of which shall be paid equally from Fire Services funds and Emergency Medical Services funds and Emergency Medical Services funds.

The Parties may levy an annual fire services special assessment on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, and the City shall collect the same, including in the unincorporated area unless otherwise collected utilizing the provisions of §197.3632, Florida Statutes. The Parties shall levy and the City shall collect an annual fire services fee on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, which are not otherwise assessed.

F08-00051 I:\WpDocs\D016\P002\00024367.DOC The EMS MSTU Ordinance shall be revised or amended by the City prior to the Commencement Date hereof, so that the subject ordinance shall expire not earlier than the last day of the then Current Term. Payment for services shall be as provided in Exhibit D.

Section 4. Exhibits and Supplemental Provisions.

Exhibits A, B, C, D and E are attached hereto and incorporated herein as if fully set forth below. The Parties shall comply with the provisions set forth in Exhibits D and E.

IN WITNESS WHEREOF, the Parties cause this Agreement to be executed by their duly authorized representatives this  $\frac{16^{44}}{16^{44}}$  day of  $\frac{4000}{1000}$ , 2009.

By:

Attested by: Bob Inzer, Clerk of the Court

By: Bob Inzer, Clerk

Approved as to form: County Attorney's Office

By:

Herbert W.A. Thiele, Esq. County Attorney

Bryan Desloge, Chairman Board of County Commissioners

LEON COUNTY, FLORIDA

Bv

Attested by: Gary Herndon, City Treasurer-Clerk

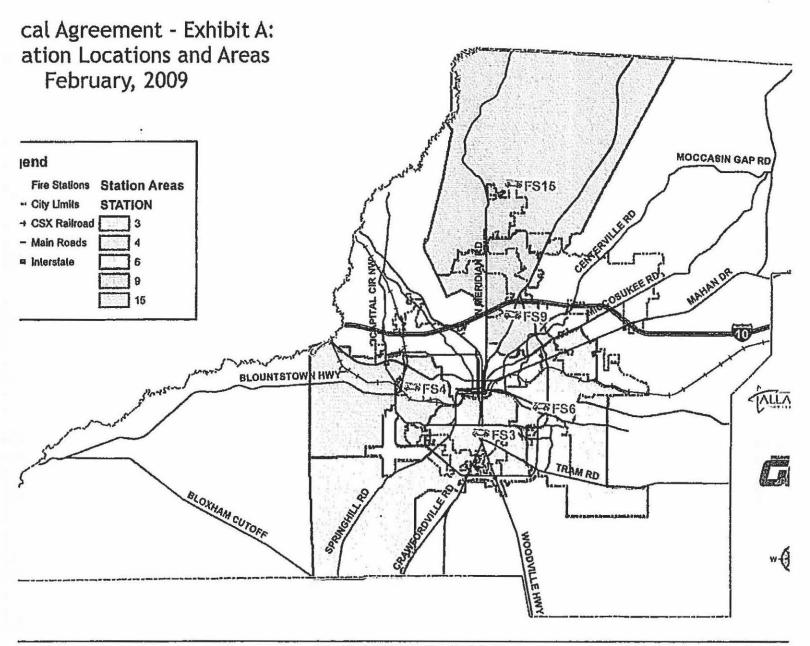
Approved as to form: City Attorney's Office

By:

James R. English, Esq City Attorney

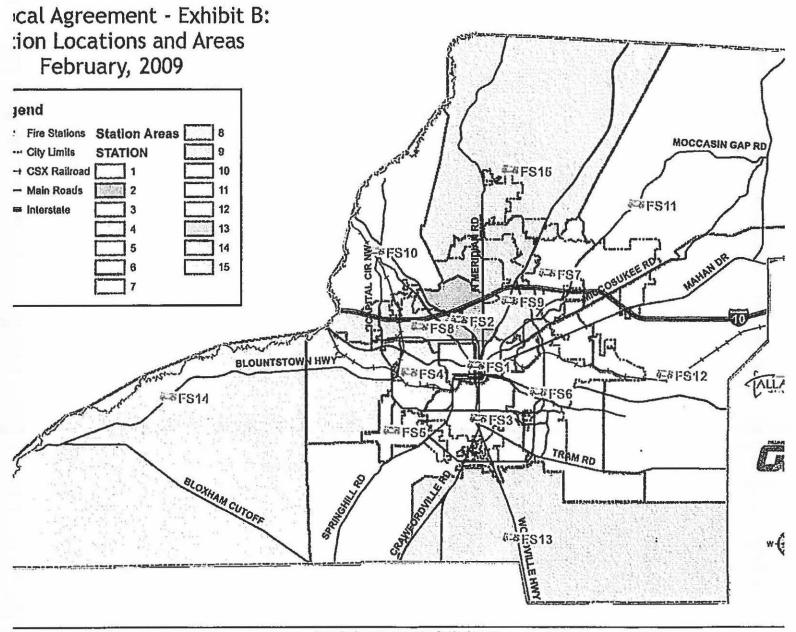
F08-00051 1:\WpDocs\D016\P002\00024367,DOC John R. Marks, III Mayor, City of Tallahassee





Source: Tallahassee Fire Department, FireView for ArcGIS. Created on 2/2D/2009 by Patrick.Pence@talgo.com

# **hassee Fire Department**



Source: Tallahassee Fire Department, FireView for ArcGIS. Greated on 2/20/2009 by Patrick, Pence@talsov.com

# Exhibit D

### Payment for Services

1. The City shall collect all fire services fees and assessments imposed by the Parties, in both the incorporated and unincorporated areas of Leon County. The City hereby acknowledges that its collection of any fire services fees and assessments imposed by the County shall constitute full payment by the County to the City for all Fire Services provided under the Agreement, subject to the provisions of paragraph 7. Revenues from the unincorporated area will be accounted for in a separate revenue line within the Fire Services Fund.

2. On a quarterly basis and at the end of each fiscal year, the City will provide the County reports identifying total fire services fee revenue collections in the unincorporated area.

3. On or before the 10th day of October of each fiscal year, the City will remit to the County the amount included in the Rate Study for that fiscal year for the support of Volunteer Fire Departments.

4. The County agrees to pay the City the following amounts for all ALS services, as follows:

On or before the 10th day of each quarter (October, January, April and July), the County shall pay the City the amount of \$675,503 for FY2010, \$690,364 for FY2011, \$705,552 for FY2012, \$721,074 for FY2013 and \$736,938 for FY2014.

5. Both the City and County recognize that fire services fee rates are based on an average assessable five-year budget. Possible surplus revenues collected in the early years are intended to offset probable increased costs in the latter years of the five-year rate study period. Any excess funds at the end of each fiscal year will be transferred into a Fire Services Reserve fund for future appropriation.

6. Increases in annual appropriations to the Fire Services Fund shall be restricted to the growth rates in expenditures as identified in the Rate Study. Deviation from these growth rates will need to be approved by the AMC and ratified by the City Commission.

7. Within six months of the end of each fiscal year, both Parties shall make a financial determination as to the percentage of fire services fees and assessments collected in proportion to the amounts billed for Fire Services for that fiscal year. In the event the amount collected is less than 95% of the amount billed by or on behalf of that Party for such fiscal year, that Party shall be responsible for remitting funds necessary to equal 95% of the amount billed, to the Fire Fund. If an annual shortfall occurs in the Fire Services Fund the AMC shall determine whether Fire Services Reserve funds should be released to address the deficiency. If Fire Services Reserve funds are not adequate, the AMC may make a recommendation on how to address the shortfall to the Parties and may authorize a new rate study be undertaken.

### Exhibit E

#### 1. Effective Date; Term; Termination; Default.

- A. This Agreement shall be effective on the Effective Date. The initial Current term shall commence on October 1, 2009 ("Commencement Date") and continue for a term of five years or until terminated in accordance with this Exhibit. This Agreement shall be extended automatically for an unlimited number of additional five (5) year terms, subject to the provisions of this Exhibit.
- B. 1. Should either Party desire to terminate this Agreement, it may do so by adopting the appropriate resolution so declaring its intent to terminate and notify, the other Party not later than eighteen (18) months before expiration of the then Current Term. In such event, this Agreement shall terminate at the end of the then Current Term.

2. Should both Parties desire to terminate the Agreement before expiration of the then Current Term, the Agreement shall be deemed terminated upon the effective date of such termination.

C. 1. Should the City repeal or in any manner amend the EMS MSTU Ordinance without the prior written consent of the County except as otherwise provided herein, the City shall be deemed in default and the County may at its option forthwith terminate this Agreement.

2. If either Party fails to comply with any of the material terms or conditions of this Agreement or defaults in any of its material obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the nondefaulting Party may, at its option, forthwith terminate this Agreement.

1. If this Agreement is terminated, the ownership of all equipment, all vehicles, and all medical supplies provided by the County or purchased by the City solely with funding provided by the County under this Agreement, shall revert to the County. The City shall convey such property to the County, "AS IS" AND WITHOUT WARRANTY OF ANY KIND and without further liability therefore, no later than thirty (30) days after the effective date of such termination.

2. (a) Upon termination of this Agreement, the City agrees to sell, at the sole option of the County: (1) fire stations 10 through 14, inclusive of land, or any interest therein, and the structures attached thereto, to the County at a price equal to the City's investment in same, but in no event to exceed \$525,000; and/or (2) fire station 15, inclusive of land, or any interest therein, and the structure attached thereto, to the County at a price in same; and

F08-00051 I:\WpDocs\D016\P002\00024367,DOC

D.

(b) Upon termination of this Agreement, the City agrees to sell to the County, at the sole option of the County, all firefighting apparatus and vehicles located in stations 10-14 for a price equal to the unamortized portion of the equipment cost using a 15 year depreciation schedule for each tanker/pumper and engine and a 10 year depreciation schedule for each quick response vehicles and brush truck. In the event that the County does not elect to purchase any station which is constructed on land provided by the County, the City shall have the option to purchase the land from the County at its Fair Market Value.

E.

2.

The grounds for termination and the remedies set forth in this Exhibit are intended to be cumulative with those set forth in other paragraphs of the Agreement, as well as those otherwise available to the parties at law or in equity.

### ALS Equipment and Supplies.

The County shall provide to the City all non-capital equipment, all repair services and replacements for such equipment, and all medical supplies and medications, as specified by the Medical Director or otherwise provided for in the Medical Protocols for use by the City in providing ALS Services; provided, however, that such obligation shall not include providing any of the following items: long spine boards, Kendrick Extrication Device, Sager Traction Splint, portable suction device, or Basic Life Support bandaging supplies not being routinely purchased by the City on the date first written above. All equipment, medical supplies, and medications furnished by the County to the City shall be of the same type, brand, and kind as used by the County in relation to its provision of Emergency Medical Services. Upon termination of this Agreement, the City shall return to the County all such equipment, supplies and medications, which was provided by the County and is then in possession of the City.

### 3. Definitions.

Unless otherwise defined in this Agreement, the following words and phrases shall have the following meanings:

- A. "Advanced Life Support" or "ALS" shall mean treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the FDOH.
- B. "Agreement" shall mean this Agreement and all exhibits and documents that are expressly incorporated therein by reference.
- C. "Basic Life Support" or "BLS" shall mean treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, CPR, splinting, obstetrical assistance, bandaging, administrative oxygen, administration of a subcutaneous injection using a pre-measured auto-injector of epinephrine to a person suffering an anaphylactic reaction, and other techniques

described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

D. "City" shall mean the City of Tallahassee, a Florida municipal corporation.

- E. "County" shall mean Leon County, Florida, a Political Subdivision of the State of Florida, a Charter County.
- F. "Current Term" shall mean the five (5) year term of this Agreement in effect at a particular point in time.
- G. "Effective Date" shall mean the date upon which the last Party has fully executed this Agreement in accordance with the formalities imposed upon such entity

### No. 998843

# FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES

This First Amendment to the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services is made and entered into as of this  $\underline{9}$  day of June, 2009, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), and the City of Tallahassee, Florida, a Florida municipal corporation (the "City"), collectively the Parties.

### RECITALS

WHEREAS, the Parties entered into an Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services ("Interlocal Agreement"), dated April 16, 2009; and

WHEREAS, Section 2.B. of the Interlocal Agreement provides that upon adoption of a Fire Services Five-Year Rate Study ("Rate Study") by the Parties it will be made a part of the Interlocal Agreement as Exhibit C; and

WHEREAS, Exhibit E.5. to the Interlocal Agreement provides that the effectiveness of the Interlocal Agreement shall be specifically conditioned upon both Parties approving the Rate Study, and by addendum incorporating same into the Interlocal Agreement as Exhibit C, not later than September 30, 2009.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

1. That the Recitals above set forth are made a part hereof.

2. That the Rate Study adopted by the Parties is incorporated herein as Exhibit C and made a part hereof as if fully set forth below.

3. That this First Amendment to the Interlocal Agreement shall become effective upon full execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this  $\underline{q}$  day of June, 2009.

By:

Date:

Attested by Bob Inzer/Clerk of the Court By: Bøb Inzer.

Approved as to form: County Attorney's Office

By: Herbert W.A. Thiele, Esq.

County Attorney

Attested by: Gary Herndon, City Treasurer-Clerk

By

Approved as to form: City Attorney's Office

By:

James R. English, Esq. City Attorney

CITY SSEE, FLORIDA By:

John R. Marks, III Mayor, City of Tallahassee

LEON COUNTY, FLORIDA

Board of County Commissioners

Chairman

Bryan Desloge.

Date:

#### No. 999697

#### Second Amendment to Agreement Providing for Advanced Life Support Services

This Second Amendment to the Agreement dated February 3, 2004, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Tallahassee, a Florida Municipal Corporation, hereinafter referred to as the "City" is hereby entered into by and between said parties this  $\frac{1}{2}$  day of ______, 2009.

#### WITNESSETH

WHEREAS, the County and City entered into an Agreement Providing for Advanced Life Support Services dated February 3, 2004; and

WHEREAS, the parties have determined it to be in the best interests of both entities to amend said Agreement dated February 3, 2004.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and City do hereby agree as follows:

I. Section 2 of the Agreement Providing for Advanced Life Support Services dated February 3, 2004, is hereby amended in its entirety to read as follows:

2. The Term of this Agreement shall commence on the date on which it has been executed by both parties, and shall end on September 30, 2009, unless earlier terminated pursuant to the terms of this Agreement.

 Section 5F of the Agreement Providing for Advanced Life Support Services dated February 3, 2004, is hereby amended in its entirety to read as follows:

F. On or before the 10th day of October 2008, January 2009, and April 2009, the County shall pay to the City a recurring operating cost payment in the amount of \$667,941. On or before the 10th day of July 2009, the County shall pay to the City a final operating cost payment in the amount of \$583,613.00, which is a net amount and shall not be subject to any adjustment pursuant to Section 5.G.

All other provisions, sections or requirements in the Agreement dated February 3, 2004, as amended, not otherwise in conflict with the provisions herein shall remain in full force and effect.

This Second Amendment to the Agreement Providing for Advanced Life Support Services dated February 3, 2004, shall be effective commencing July 1, 2009.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have executed this Second Amendment to Agreement as of the date first written above.

Second Amendment to Agreement Providing for Advanced Life Support Services Page 2

Attested by: Bob Inzer, Clerk of the Court By:

Bob Inzer, Clerk



LEON COUNTY, FLORIDA Bryan Desloge, Chairman

Board of County Commissioners

Date:

Approved as to form: County Attorney's Office

By:

Attested by:

Herbert W.A. Thiele, Esq. County Attorney

Gary Hemdon, City Treasurer-Clerk

CITY OF TA **IASSEE, FLORIDA** 

John R. Marks, III Mayor, City of Tallahassee

Approved as to form: City Attorney & Diffice

By:_ James R. English, Esq.

City Attorney

Date: April 11, 2089

# Leon County Board of County Commissioners

**Emergency Medical Services Advisory Council** 

## October 13, 2017 Minutes

#### **EMSAC Members Present:**

Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Michael Hadden, City of Tallahassee Gail Dunmyer, Capital Regional Medical Center Dr. James Calabro, Capital Regional Medical Center Medical Director via phone Dr. Kim Landry, Leon County Medical Director via phone

The meeting was called to order at 2:05pm in the Courthouse Conference room by Alan Rosenzweig. Attendees introduced themselves prior to consideration of items on the agenda.

#### Item One – Consideration of the Renewal of the Certificate of Public Convenience and Necessity to Provide ALS Non-Transport Services for the Tallahassee Fire Department

The EMSAC reviewed the application and reviewed the supporting documentation prior to the meeting. Alan Rosenzweig asked if there were any comments, no comments received.

Wanda Hunter made a motion to move Item 1 – Recommend the Approval of the Renewal of the Certificate of Public Convenience and Necessity to Provide ALS Non-Transport Services for the Tallahassee Fire Department.

The motion was seconded by Gail Dunmyer. Motion passed 6-0.

#### **Comments / Discussion Items –**

No additional business was brought to the EMSAC for consideration or discussion. The meeting was adjourned.

# Leon County Board of County Commissioners

Notes for Agenda Item #12

# Leon County Board of County Commissioners

# Agenda Item #12

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title:FY 2018 Springs Restoration Grant for the Passive Onsite Sewage Nitrogen<br/>Reduction Pilot Project in the Wakulla Basin

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Charles Wu, P. E., Director of Engineering Services
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator

#### **Statement of Issue:**

This agenda item seeks the Board's acceptance of the Northwest Florida Water Management District Springs Restoration Grant in the amount of \$750,000 for the construction of advanced passive onsite sewage treatment and/or disposal systems in the Wakulla Basin Management Action Plan Primary Focus Area 1. The installation of these systems will be at no cost to Leon County or the participants of this pilot program.

#### **Fiscal Impact:**

This item is associated with a grant. The \$750,000 does not require a match. Staff time will be reimbursed together with all costs associated with the project construction of advanced passive onsite sewage treatment and disposal systems.

#### **Staff Recommendation:**

- Option #1: Accept the grant of \$750,000 from the Springs Restoration Grant Program for the Passive Onsite Sewage Nitrogen Reduction Pilot Project in the Wakulla Basin Management Action Plan (Attachment #1), and authorize the County Administrator to execute the grant agreement.
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

 Title: FY 2018 Springs Restoration Grant for the Passive Onsite Sewage Nitrogen Reduction Pilot Project in the Wakulla Basin
 October 24, 2017
 Page 2

#### **Report and Discussion**

#### **Background:**

The Florida Department of Environmental Protection (FDEP) designated a total of \$1.5 million from the Springs Restoration Program to be used to evaluate passive onsite sewage treatment technology to reduce nitrogen entering the aquifer. Leon and Wakulla Counties were selected as the target locations to receive equal shares of the funds due to their location in the ongoing Wakulla Basin Management Action Plan (BMAP).

This Pilot Project is essential to the following FY2017-FY2021 Strategic Initiatives and Bold Goal that the Board approved at the January 24, 2017 meeting:

- Reduce nitrogen impacts in the PSPZ (Primary Springs Protection Zone) by identifying cost-effective and financially feasible ways including:
  - Develop a septic tank replacement program (2016-23A)
  - Evaluate requiring advanced wastewater treatment (AWT) for new construction (2016-23B)
- Bold Goal: Upgrade or eliminate 500 septic tanks in the PSPZ

These particular Strategic Initiatives align with the Board's Environmental Strategic Priorities:

- EN1: Protect the quality and supply of our water
- EN2: Conserve and protect environmentally sensitive lands and our natural ecosystems.
- EN3: Promote orderly growth and sustainable practices.

#### Analysis:

The water quality and biological health of Wakulla Springs and the Upper Wakulla River have declined over the past several decades. As research into the reasons for the decline was ongoing, Leon County adopted the Primary Springs Protection Zone (PSPZ). This covers a substantial portion of southern Leon County where soils are more permeable and more likely for pollutants on or near the land surface to find their way into the aquifer.

Research by the Northwest Florida Water Management District (NWFWMD), the FDEP and the U.S. Geological Survey (USGS) determined that increased nitrate loadings in the groundwater discharged at Wakulla Springs are the primary cause for the decline. The FDEP adopted a Total Maximum Daily Load (TMDL) of 0.35 mg/L nitrates in the Upper Wakulla River in 2012 to restore a healthy biological community to the river. Following adoption of the TMDL, the FDEP started development of a BMAP to identify the necessary steps to achieve the healthy biological system. The primary focus in the BMAP, adopted in October 2015, is to reduce nitrate loadings from sources "uphill" from Wakulla Springs, particularly wastewater treatment plants and Onsite Sewage Treatment and Disposal Systems (OSTDS) in the PSPZ.

Title: FY 2018 Springs Restoration Grant for the Passive Onsite Sewage Nitrogen Reduction Pilot Project in the Wakulla Basin October 24, 2017 Page 3

#### Onsite Sewage Treatment and Disposal Systems (OSTDS) Grant Opportunity

The Board provided direction at the April 2016 budget workshop to work with the NWFWMD regarding alternative OSTDS technologies for nitrate removal. The alternative technologies can be utilized where it is not cost-effective or technically feasible for central sewer. The contract with the NWFWMD to accept a grant for \$750,000 (100% funded with no construction match required) is for a pilot project of these alternative technologies. NWFWMD will provide funds to Leon County for replacement of residential OSTDS with the new technologies, which will be monitored post-construction for water quality improvement and operational cost analysis after installation. The award of this grant and subsequent project implementation supports the adopted BMAP requirement to develop an OSTDS Initiative to "identify effective, financially feasible strategies to reduce existing loading and prevent future nutrient loading from OSTDS sources."

The project is proposed to occur in the Wilkinson Woods subdivision, a primarily mobile home neighborhood located in the PSPZ northeast of Woodville. The subdivision lots average 2.8 acres in size making the area not cost-effective for central sewer. The area has a higher ground elevation, reducing the influence of groundwater on upgraded drainfields. Performing the work in a single area will provide more uniform conditions to evaluate the relative effectiveness of the new technologies.

The grant funds become available upon execution of the agreement. Selection of the passive technologies and homesites will be complete by July 2018, followed by contracting for installers. The installation period is planned to run from November 2018 to June 2020. The systems will transferred to the property owners to own, operate and maintain after each system is complete. FDEP will sample after completion to verify the nitrogen reduction achieved at each site.

#### **Options:**

- 1. Accept the grant of \$750,000 from the Springs Restoration Grant Program for the Passive Onsite Sewage Nitrogen Reduction Pilot Project in the Wakulla BMAP (Attachment #1) and authorize the County Administrator to execute the grant agreement.
- 2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
- 3. Do not accept the grant of \$750,000 from the Springs Restoration Grant Program for the Passive Onsite Sewage Nitrogen Reduction Pilot Project in the Wakulla BMAP.
- 4. Board direction.

#### **Recommendation:**

Options #1 and #2.

#### Attachments:

- 1. Northwest Florida Water Management District and Leon County Grant Agreement Passive Onsite Sewage Nitrogen Reduction Pilot Project in the Wakulla BMAP.
- 2. Resolution and associated Budget Amendment Request.

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND LEON COUNTY GRANT AGREEMENT

## PASSIVE ONSITE SEWAGE NITROGEN REDUCTION PILOT PROJECT IN THE WAKULLA BMAP GRANT AGREEMENT NO. 18-004

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and Leon County ("Grantee"), a Florida charter county, with an address of 301 South Monroe Street, Tallahassee, FL 32301, to provide financial assistance for the Passive Onsite Sewage Nitrogen Reduction Pilot project.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

#### 1. <u>Terms of Agreement</u>

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A**, **Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified. Land acquisition is not included nor authorized as part of this Agreement.

#### 2. <u>Period of Agreement</u>

This Agreement shall begin upon execution by both parties and shall remain in effect until December 31, 2020. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. No costs incurred prior to the execution of the Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

#### 3. <u>Funding/Invoicing</u>

- A. The District agrees to provide funding not to exceed seven hundred fifty thousand and NO/100 (\$750,000.00) or the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in Attachment
   A. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables identified in **Attachment A**. Invoices may be submitted

no more frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- C. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B.** At a minimum, the invoice and supporting documentation submitted must contain the following information:
  - i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
  - ii. A description and total dollar amount of funds being requested, as organized by task;
  - iii. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of the task;
  - iv. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
  - v. Supporting documentation of actual expenses and proof of payment for requested grant funds. For matching funds, documentation of all match funding expended for this project per Section 3.B is required no later than the final invoice.
- D. The Grantee shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year.
- E. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

#### 4. <u>Available Funding</u>

The District's performance and obligation to pay under this Agreement are subject to the availability of state appropriated and budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

#### 5. <u>Progress Reports</u>

- A. The Grantee shall provide a monthly status report to the District's Project Manager via email. This informal report should include the current project status, project activities planned for the next 30 days, and other relevant project progress information, as applicable.
- B. The Grantee shall complete and submit Progress Reports consistent with Attachment C, Progress Report Template, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (15) days from the date submitted.

### 6. <u>Final Report</u>

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

#### 7. <u>Indemnification</u>

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee agrees that it shall be solely responsible for the negligent or wrongful acts of is employees, agents representatives, licensees, invitees, contractors and guests.

#### 8. <u>Default/Termination</u>

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.
- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of

such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

#### 9. <u>Remedies/Financial Consequences</u>

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

#### 10. <u>Recordkeeping; Audit</u>

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. The Grantee must ensure that grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a Grantee's accounting system cannot comply with this requirement, the District and Grantee will establish a system to provide adequate fund accountability for each awarded project. If the District discovers that funds have been comingled, the District hast the right to seek a refund for all grant funding received plus interest accrued from the first day the grantee received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

#### 11. <u>Special Audit Requirements</u>

In addition to the requirements in Section 10, the Grantee shall comply with applicable provisions contained in Attachment D, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. The District will provide a revised copy of Exhibit 1 to the Grantee for each amendment which authorizes a funding increase or decrease.

#### 12. <u>Subcontracts</u>

A. The Grantee may subcontract work under this Agreement, on a competitive basis, without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the

subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

#### 13. <u>Prohibited Local Government Construction Preferences</u>

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

#### 14. <u>Lobbying Prohibition</u>

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

#### 15. <u>Compliance with Law</u>

A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes.

The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

#### 16. <u>Notice</u>

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

#### 17. <u>Contacts</u>

The District's Project Manager for this Agreement is identified below:

John B. Crowe, CFM, Hydrologist IV				
Northwest Florida Water Management District				
81 Water Management Drive				
Havana, FL 32333-4712				
Telephone No.: (850) 539-5999 x 226				
Fax No.: (850) 539-2777				
E-mail Address: John.Crowe@nwfwater.com				

The Grantee's Project Manager for this Agreement is identified below.

Theresa B. Heik	er, P.E., Stormwater Management			
Coordinator				
Leon County Publ	ic Works Department			
2280 Miccosukee Road				
Tallahassee, FL 32308				
Telephone No.: (850) 606-1526				
E-mail Address:	HeikerT@leoncounty.gov			

#### 18. <u>Insurance</u>

A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee or its contractors. All policies of insurance shall maintained by the Grantee hereunder shall name the District as an Additional Insureds for the entire length of the agreement.

- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the District's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

**iv.** Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's

compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

#### 19. <u>Conflict of Interest</u>

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

#### 20. <u>Ownership of Property and Equipment</u>

The Grantee via individual agreements with willing homeowners, agrees to own, operate, and maintain any facilities or improvements constructed under and for the term of this agreement and transfer to the homeowners upon completion of the permitted improvements. During the term of this agreement, the Grantee shall work with appropriate permit agencies to ensure that the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

The Grantee shall require individual homeowners to retain ownership of any equipment purchased under this Agreement, as outlined in **Attachment A**, upon completion of permitted improvements.

Property records will be maintained by the Grantee for audit purposes of non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in Section 12.B of this Agreement. Throughout the term of this Agreement, the Grantee shall:

A. Have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed;

B. Implement adequate maintenance procedures to keep the equipment in good operating condition while in Grantee's possession; and

C. Be responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of equipment purchased with District funds and held in Grantee's possession.

#### 21. <u>Unauthorized Employment</u>

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

#### 22. <u>Amendments</u>

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

#### 23. <u>Discrimination</u>

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.
- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

#### 24. Inspection of Work; Access

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

#### 25. <u>Public Records Access</u>

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this agreement.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S., [ i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
  - ii. Upon request from the District's custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.

iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

## D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at <u>ombudsman@nwfwater.com</u>; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

#### 26. <u>Publicity</u>

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

## 27. <u>Execution of Counterparts</u>

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

#### 28. <u>Severability</u>

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

#### 29. <u>Entire Agreement</u>

This Agreement constitutes the entire agreement between the District and the Grantee and

may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

#### NORTHWEST FLORIDA WATER **MANAGEMENT DISTRICT**

By :///// Brett J. Cyphers, Executive Director

**LEON COUNTY** 

By:

By:_____ Vincent S. Long, County Administrator

Date:

Date:

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

BY: _____

Approved as to Form: Leon County Attorney's Office

BY:

Herbert W. A. Thiele, Esquire County Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Scope of Work (4 Pages)
Attachment	B	Payment Request Checklist and Template (3 Pages)
Attachment	C	Progress Report Template (1 Page)
Attachment	D	Special Audit Requirements (6 Pages)

#### ATTACHMENT A GRANT WORK PLAN

#### **PROJECT TITLE:** Advanced Septic Systems Pilot Project

**PROJECT LOCATION:** The Project will be located in a Leon County neighborhood within the Wakulla BMAP Priority Focus Area 1. Specific project locations will be determined by the County and Northwest Florida Water Management District (District) with concurrence by the Florida Department of Environmental Protection (Department) and the Florida Department of Health (FDOH).

**PROJECT BACKGROUND:** In 2012, the FDEP established a TMDL target for the Upper Wakulla River (UWR) at 0.35 mg/l nitrate. In October 2015, the UWR Basin Management Action Plan (BMAP) was adopted to identify priority target areas and strategies to reduce nitrate levels in Wakulla Springs. The BMAP identified onsite sewage treatment and disposal systems (OSTDS, commonly referred to as septic systems), subsequent to the upgrade of the City of Tallahassee Wastewater Treatment Facility, as the largest nitrogen source in the BMAP-area of Wakulla Springs and the Upper Wakulla River. Addressing the nitrogen loads from septic systems through an OSTDS-initiative was determined as the next major priority in the BMAP process. The OSTDS-initiative is part of the management strategies that the BMAP evaluation determined to be sufficient to address nitrate loading. "The objective of the OSTDS-initiative is to identify effective, financially feasible strategies to reduce existing loading and prevent future nutrient loading from OSTDS sources." (p. 27 of the BMAP). Pursuant to this objective, the Department is funding this project by the District, or the grantee, as described in this grant work plan.

**PROJECT DESCRIPTION:** This project consists of a demonstration of the effectiveness of selected nitrogen reduction technologies by OSTDS. The results will characterize effectiveness and financial feasibility of this strategy. The project will begin with the identification of passive OSTDS with enhanced nitrogen removal capability. These passive systems will be evaluated and selected for installation on this project by a technical review team including staff from FDEP, the District, Leon County, and FDOH. The exact location and number of units is to be determined, but possible sites includes Wilkinson Woods neighborhood within the Wakulla BMAP Priority Focus Area 1. Systems will be installed and subsequently monitored (under separate funding) for at least a year.

#### **TASKS and DELIVERABLES:**

**Task 1: Pre-Design Study Task Description:** The Grantee will assemble and coordinate the technical review team to perform a pre-design analysis of passive nitrogen reduction technologies that can be installed in the Wakulla BMAP Priority Focus Area 1 to provide an enhanced level of nitrogen removal and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem.

**Deliverables:** Final pre-design report submitted electronically to the District's Grant Manager. Upon request, the Grantee will provide a paper copy of the final pre-design report.

**Performance Standard:** The District's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the District's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and District approval of all associated task deliverables.

**Task 2: Bidding and Contractor Selection Task Description:** The Grantee will subcontract the permitting and installation of the passive nitrogen reduction systems with one or several qualified and licensed septic tank contractors, selected through the Grantee procurement processes. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

**Deliverables:** Completed bidding and contractor selection by Grantee as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

**Performance Standard:** The District's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the District's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and District approval of all associated task deliverables.

**Task 3: Project Management Task Description:** The Grantee will perform project management tasks, to include field engineering services, installation oversight, site meetings with installation contractors and design professionals, and overall project coordination and supervision. The Grantee will procure such services in accordance with state law.

**Deliverables:** Completed project management activities to date as evidenced by: 1) An electronic copy of the executed contract(s) with the subcontractors and scope of services for project management submitted to the District's Grant Manager provided prior to submitting any invoices for the subcontracted work; 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request by the District's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

**Performance Standard:** The District's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the District's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

**Task 4: Installation Task Description:** The Grantee will manage installation of the passive nitrogen reduction systems in accordance with the final design(s) and required permits. The Grantee will execute individual agreements with willing homeowners to own, operate and maintain facilities constructed under this agreement. The ownership of the systems will be transferred to each property owner upon completion of permitted construction.

**Deliverables:** Installations completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of the installation site(s) prior to, during, and immediately following completion of the installation task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) Contractor's Application and Certification for Payment, 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed (as applicable) in accordance with the construction contract documents, or indicating that construction contract documents.

**Performance Standard:** The District's Grant Manager will review each submitted deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's installation contract documents.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the District's Grant Manager prior to payment request submittal.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Task or Deliverable Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Pre-Design Study	Contractual Services	\$25,000	July 2017	July 2018
2	Bidding and Contractor Selection	Contractual Services	\$5,000	July 2018	October 2018
3	Project Management	Contractual Services	\$100,000	July 2017	July 2020
4	Installation	Contractual Services	\$620,000	November 2018	June 2020

#### ATTACHMENT B PAYMENT REQUEST TEMPLATE

[Grantee, Address, Logo, etc.] INVOICE

Date	e	Invoice Period	Invoice No.

Bill To:

Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333

Attn: Accounts Payable (AccountsPayable@nwfwater.com)

# Project:NWFWMD Contract Number XX-XXX<br/>Passive Onsite Sewage Nitrogen Reduction Pilot Project in the Wakulla BMAP

Date	Item/Activity	Description	Total Expended
		Total Invoice Request	\$0.00
Limit of g	rant agreement		\$000,000.00
Amount pr	reviously paid		\$000,000.00
Amount du	ue this invoice		\$000,000.00
Amount of	f grant agreement remaining		
after this in	nvoice (Line 1-(Line 2+Line 3	)	\$000,000.00
Total Mate	ch required	\$00,000,000.00	
	ount for this invoice	\$00,000,000.00	XX%
Total Mate	ch to date	\$00,000,000.00	XX%
Signature	of Project Manager	Date	

Attachment B, Page 1 of 3

Summary of Activities Completed for Project #:_____; Invoice #_____

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NWFWMD Contract Number ____].

Signature

Date

Name (print)

Attachment B, Page 2 of 3

Invoice Submittal Checklist
Invoice containing:
Grantee name, address, phone
Project name
Contract number
Invoice number
Invoice date
Invoice period
Summary of activities being invoiced (date, brief
description, cost)
Summary of match (if applicable)
Signature of Project Manager ¹
Additional required items:
Cover letter with signature of Project Manager ¹
Detailed description of activities
Detailed cost backup documentation ² - grant
Detailed cost backup documentation ² - match
Any other items required in agreement
Project manager/engineer certification

¹Only one signature needed, either on invoice or cover letter.

²Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

#### ATTACHMENT C PROGRESS REPORT TEMPLATE

### [Summary of Requirements below – delete before submitting]

**Progress Reports:** The Grantee shall complete and submit Progress Reports consistent with **Attachment C**, **Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided.

**Final Report:** The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

- 1. Description of project work completed during the reporting period [including contracting, design, etc.];
  - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
- 2. Problems encountered and solutions
- 3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and

Task Anticipated Completion			

- 4. Summary of construction and total project costs to date, itemized by major component.
  - May be text and/or table

#### ATTACHMENT D Special Audit Requirements

The administration of resources awarded by the Northwest Florida Water Management District (which may be referred to as the "District," NWFWMD," or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

#### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

- 1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

- 3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, 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 <u>https://www.cfda.gov/</u>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm. State of Florida's website at http://www.myflorida.com/, Department Financial Services' Website of at http://www.fldfs.com/ the Auditor General's and Website at http://www.mvflorida.com/audgen/.

### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

#### PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The Northwest Florida Water Management District at one of the following addresses:

By Mail: **Inspector General** Northwest Florida Water Management District Office of the Inspector General 81 Water Management Drive Havana, Florida, 32333-4712

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132 Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at: https://harvester.census.gov/facweb

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail: **Inspector General** Northwest Florida Water Management District Office of the Inspector General 81 Water Management Drive Havana, Florida, 32333-4712

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The Northwest Florida Water Management District at one of the following addresses:

By Mail: **Inspector General** Northwest Florida Water Management District Office of the Inspector General 81 Water Management Drive Havana, Florida, 32333-4712

C. The Auditor General's Office at the following address:

By Mail: State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Northwest Florida Water Management District at one of the following addresses:

By Mail:

**Inspector General** Northwest Florida Water Management District Office of the Inspector General 81 Water Management Drive Havana, Florida, 32333-4712

- 5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - 6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

#### REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

#### EXHIBIT – 1

#### FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resou	Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:							
Federal					State			
Program		CFDA			Appropriation			
Number	Federal Agency	Number	CFDA Title	Funding Amount	Category			

State Resourc	State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:						
Federal					State		
Program					Appropriation		
Number	Federal Agency	CFDA	CFDA Title	Funding Amount	Category		

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:										
State				CSFA Title		State				
Program		State	C	or		Appropriation				
Number	Funding Source	Fiscal Year		Funding Source Description	Funding Amount	Category				
			Number							
Original	Land Acquisition Trust	2016-2017	37.052	Florida Springs Grant Program	\$750,000.00					
Agreement	Fund, Line Item 1600									

Total Award \$750,000.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://www.cfda.gov/] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

#### **RESOLUTION NO.**

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 24th day of October, 2017.

#### LEON COUNTY, FLORIDA

BY: _____

John E. Dailey, Chairman Board of County Commissioners

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

BY: _

Gwendolyn Marshall, Clerk

Approved as to Form: Leon County Attorney's Office

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

		FI	SCAL YEAR 201	7/2018		Page 2 of 2				
BUDGET AMENDMENT REQUEST										
No: Date:	BAB18002 10/3/2017			Agenda Item No: Agenda Item Date:		10/24/2017				
County	Administrator			Deputy County Ad						
Vincen	t S. Long			Alan Rosenzweig						
			Request Detai Revenues	I:						
Fund		Account Information Prog	Title	Current Budget	Change	Adjusted Budget				
125	927118 334355		Springs Pilot Project	-	750,000	750,000				
			Exponditures	Subtotal:	750,000					
Fund		Account Information	Expenditures	Current Budget	Change	Adjusted Budget				
125	927118 56300		Septic Pilot Project - s Other Than Buildings	-	750,000	750,000				
				Subtotal:	750,000					
			Purpose of Requ	est:						
in the a	mount of \$750,00	00, for an advanced se	e Northwest Florida Wa eptic pilot project involvi Basin Management Ac	ng the construction of						
Group/	Program Directo	or		Budget Manager						
Scott Ross, Director, Office of Financial Stewardship										
Approv	ved By:	Resolution	X Motio	n 🗌	Administrat	or 🗌				
			Page 468 of 909 BAB18002	Posted	4:30 p.m. on O	ctober 17, 2017				

Attachment #2

## Leon County Board of County Commissioners

Notes for Agenda Item #13

# Leon County Board of County Commissioners

## Agenda Item #13

October 24, 2017

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

From: Vincent S. Long, County Administrator

Title:Interlocal Agreement with Florida Department of Environmental Protection<br/>for Lake Munson Sediment Testing

<b>Review and Approval:</b>	Vincent S. Long, County Administrator				
Department/	Alan Rosenzweig, Deputy County Administrator				
Division Review:	Ken Morris, Assistant County Administrator				
	Tony Park, P.E., Director of Public Works				
	Charles Wu, P.E., Director of Engineering Services				
Lead Staff/ Project Team:	Johnny Richardson, Water Quality Scientist				

## **Statement of Issue:**

This agenda item seeks Board approval to enter into an interlocal agreement with the Florida Department of Environmental Protection in order to sample and examine the Lake Munson sediment. The identification of the physical and chemical composition of the sediment, along with potential disposal options, will provide guidance for future efforts to restore the lake to achieve compliance with the established Total Maximum Daily Load (TMDL) for nutrients.

## **Fiscal Impact:**

This item has a fiscal impact. Funds are available in the TMDL Compliance Capital Improvement project. The maximum cost the County would pay under the agreement is \$328,569.

## **Staff Recommendation:**

Option #1: Approve the Draft Interlocal Agreement with the Florida Department of Environmental Protection for Lake Munson Sediment Testing, (Attachment #1) and authorize the County Administrator to execute the Agreement in a form approved by the County Attorney.

Title: Interlocal Agreement with Florida Department of Environmental Protection for Lake Munson Sediment Testing October 24, 2017

Page 2

## **Report and Discussion**

## **Background:**

The Lake Munson Watershed receives stormwater run-off from parts of the western, central and eastern sections of the City of Tallahassee and parts of Leon County. This watershed includes Lake Munson, the Bradford Chain of Lakes, Munson Slough (above and below the lake), and Lake Henrietta. Since the 1950's, nutrients and other pollutants entering into Lake Munson have accumulated in the bottom sediments and have adversely impacted the water quality and aquatic life of the lake. Although the lake experienced significant improvements in water quality after the elimination of routine wastewater effluent discharges in 1984, and the upstream areas have received improved stormwater treatment, Lake Munson is still suffering from poor water quality associated with current and relic sources of pollutants. As a result, the Florida Department of Environmental Protection established a Total Maximum Daily Load (TMDL) for Lake Munson and Munson Slough. The TMDL requires the lake to meet established nutrient TMDL concentrations in the lake.

Sediments on the lake bottom are enriched with nutrients which can be recycled back into the water. Nutrient cycling is apparent when stormwater inflows are minimal, lake temperatures begin to rise, and oxygen becomes depleted on the bottom. During these conditions, the nutrient-enriched sediments may be the main source of nutrients available to Lake Munson.

Sediment management was a significant discussion point at the June 2016 Science Advisory Committee (SAC) Lake Munson Meeting. As a result of the SAC report, the Board directed staff to update the 1994 Lake Munson Action Plan with assistance from the SAC and the Water Resources Committee (WRC).

The proposed Interlocal Agreement with the Florida Department of Environmental Protection is essential to the following FY2017-FY2021 Environment Strategic Priorities that the Board approved at the January 24, 2017 meeting:

- (EN1) Protect the quality and supply of our water.
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.

## Analysis:

A major activity noted in the 1994 Lake Munson Action Plan was the removal of sediment from the lake bed. However, repeated drawdowns have consolidated the sediments and raised the question whether removal is necessary to achieve the nutrient-reduction TMDL. If the sediment does require removal, the next question to be answered is how to dispose of the material. The sediment depth, location and degree of contamination must be determined in order to answer these questions.

The State of Florida claims ownership and jurisdiction over Lake Munson as a Water of the State which creates a shared interest in the restoration of the lake system. The Florida Geological Survey (FGS), a division of the Florida Department of Environmental Protection (FDEP),

Title: Interlocal Agreement with Florida Department of Environmental Protection for Lake Munson Sediment Testing October 24, 2017

Page 3

together with the Bureau of Laboratories under the Florida Department of Health, have the staff expertise, knowledge, and equipment, to investigate the Lake Munson sediments. To support the restoration efforts, the Leon County Public Works Department requested FGS to provide a scope of services for sampling and analysis of sediments in Lake Munson, Munson Slough, and Lake Henrietta.

The purpose of this project is to:

- Determine the depth to and thickness of organic muck, native sand, and clay beneath the waterbodies.
- Determine if hazardous wastes occur and their location and depth within the sediment muck layer.
- Determine the nutrient (nitrogen and phosphorus) concentrations in the sediment muck layer.
- Investigate two known karst features and attempt to identify unknown karst features within Lake Munson.

The project will assist in the Lake Munson and Munson Slough Restoration efforts. A sediment sample testing was conducted on April 25, 2017 to confirm the methods' effectiveness and later reviewed with the SAC and the WRC. Both committees are very supportive of the effort, recognizing the benefit to the Lake Munson Action Plan update being overseen by the SAC. The sediment data will be used to evaluate nutrient reduction projects to meet the watershed's TMDL goals. The proposed Interlocal agreement allows Leon County and the FDEP to collaborate in evaluating the sediment impacts to the TMDL compliance, and developing recommendations for disposal of any material to be removed.

The agreement will begin November 1, 2017 and continue until April 30, 2018. The sediment testing will occur incrementally, beginning with basic evaluation of the physical and chemical constituents at an estimated cost of \$195,000. If contamination is detected, additional analysis of the samples will proceed up to a total limit of \$328,569 as outlined in Exhibit A of the agreement. The flexible nature of the agreement allows for sufficient analysis to occur without excessive commitment of funds.

## **Options:**

- 1. Approve the Draft Interlocal Agreement with the Florida Department of Environmental Protection for Lake Munson Sediment Testing, (Attachment #1) and authorize the County Administrator to execute the Agreement in a form approved by the County Attorney.
- 2. Do not approve the Draft Interlocal Agreement with the Florida Department of Environmental Protection for Lake Munson Sediment Testing.
- 3. Board direction.

## **Recommendation:**

Option #1.

 Title: Interlocal Agreement with Florida Department of Environmental Protection for Lake Munson Sediment Testing
 October 24, 2017
 Page 4

Attachment:

1. Draft Interlocal Agreement with the Florida Department of Environmental Protection for Lake Munson Sediment Testing.

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement", by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and the STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA GEOLOGICAL SURVEY, an agency of the State of Florida, hereinafter referred to as the "Department."

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 other governmental agencies 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.

NOW, THEREFORE, the parties hereto agree as follows:

## SERVICES TO BE PROVIDED

The Department hereby agrees to provide to the County the following services related to Lake Munson Sediment Sampling and Analysis Project. The Scope of services is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement.

## <u>WORK</u>

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. Work to be performed shall be identified by a task order which will be authorized by a County purchase order (or change order).

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.

## <u>TIME</u>

The Agreement shall be for a period of six months, commencing on November 1, 2017 and shall continue until April 30, 2018.

## CONTRACT SUM

The Department 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 Exhibit B, which is attached hereto.

## PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services.

## PROMPT PAYMENT INFORMATION REQUIREMENTS

The County Project Manager is:

Name:	Johnny Richardson
Street Address:	2280 Miccosukee Road
City, State, Zip Code:	Tallahassee, FL 32308
Telephone:	(850) 606-1500
E-mail:	Richardsonjo@leoncountyfl.gov

The Department's Project Manager is:

Name:	Tom Greenhalgh
Street Address:	3000 Commonwealth Boulevard, Suite 1
City, State, Zip Code:	Tallahassee, FL 32301
Telephone:	(850) 245-2384
E-mail:	Tom.Greenhalgh@dep.state.fl.us

Notices to the Department are to be submitted to:

Name:	Tom Greenhalgh
Street Address:	3000 Commonwealth Boulevard, Suite 1
City, State, Zip Code:	Tallahassee, FL 32301
Telephone:	(850) 245-2384
E-mail:	Tom.Greenhalgh@dep.state.fl.us

Invoices are to be submitted to:

Name:	Johnny Richardson
Street Address:	2280 Miccosukee Road
City, State, Zip Code:	Tallahassee, FL 32308
Telephone:	(850) 606-1500
E-mail:	Richardsonjo@leoncountyfl.gov

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.

Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under the contract.

## <u>STATUS</u>

The Department at all times relevant to this Agreement shall be an independent Department and in no event shall the Department nor any employees or sub-contractors under it be considered to be employees of Leon County.

## **INSURANCE**

Department 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 Department, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Department's bid.

- A. Minimum Limits of Insurance. Department shall maintain limits no less than:
  - 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Nonowned, 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 Department 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 Department, including the insured's general supervision of the Department; products and completed operations of the Department; premises owned, occupied or used by the Department; or automobiles owned, leased, hired or borrowed by the Department. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
    - b. The Department's insurance coverage shall be primary insurance as respects the County, it 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 Department'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 officients, officials, employees or volunteers.
    - d. The Department'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. Department 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. Departments 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.

## PERMITS

The Department shall pay for all necessary permits as required by law.

## LICENSES

The Department 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 Department, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Department shall be in default as of the date such license is lost.

## 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 Department assign any monies due or to become due to him hereunder without the previous written consent of the County.

## INDEMNIFICATION

To the extent allowed by the Laws of Florida and pursuant to Florida Statute 768.28, each party hereby agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent to be sued by third parties in any manner arising out of any contract.

## AUDITS, RECORDS, AND RECORDS RETENTION

The Department agrees:

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.

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.

Upon completion or termination of the Agreement and at the request of the County, the Department 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.

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.

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 Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

# IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

## LEON COUNTY PURCHASING DIVISION ATTN: SHELLY KELLEY, PURCHASING DIRECTOR 1800-3 N. BLAIRSTONE ROAD TALLAHASSEE, FLORIDA 32308 PHONE: 850-606-1600 EMAIL: KELLEYS@LEONCOUNTYFL.GOV

## 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.

## **TERMINATION**

Either party may terminate this Agreement without cause, by giving the other party thirty (30) days written notice of termination. The County shall not be required to give Department such thirty (30) day written notice if, in the opinion of the County, the Department 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 Department.

## PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Department hereby certifies that to the best of his knowledge and belief neither Department nor his affiliates has been convicted of a public entity crime. Department 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 Department shall be grounds for cancellation of this Agreement by Leon County.

### UNAUTHORIZED ALIEN(S)

The Department 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.

## 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.

## 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 Department 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 Department for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Department 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.

## 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 Department to deviate from the requirements of the bid, Department shall obtain the prior written consent of the County.

#### VENUE & CONSTRUCTION

Venue for all actions arising under this Agreement shall lie in Leon County, Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

#### 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

Agreement

Exhibit A Exhibit B

## **ATTACHMENTS**

Exhibit A – Scope of Services Exhibit B – Unit Price Sheet

## Attachment #1 INTERLOCAL AGREEMENT BETWEEN LEON COUNTY AND FLORIDA DEPARTMENT OF ENVIRONMENT and 52 PROTECTION, FLORIDA GEOLOGICAL SURVEY

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: Vincent S. Long	By: Secretary or designee
County Administrator	Printed Name:
Date:	Title:
ATTENT	Date:
ATTEST: Gwendolyn Marshall, Clerk of the Court & Comptroller, Leon County, Florida	Approved as to Form: DEP General Counsel
BY:	BY:
	Printed Name:
Approved as to Form: Leon County Attorney's Office	Title:
BY: Herbert W. A. Thiele, Esquire	_

Herbert W. A. Thiele, Esquire County Attorney

## Exhibit A Scope of Services Lake Munson Sediment Sampling and Analysis Project

## Introduction

The Lake Munson Watershed receives stormwater run-off from parts of the western, central, and eastern sections of the city of Tallahassee and parts of Leon County. This watershed includes Lake Munson, Munson Slough (above and below the lake), and Lake Henrietta.

To support its restoration efforts, the Leon County Public Works Department (County) asked the Florida Department of Environmental Protection's (DEP), Florida Geological Survey (FGS) to provide a scope of services for sampling and analysis of sediments in Lake Munson, Munson Slough, and Lake Henrietta. The results from this project will assist in Lake Munson and Munson Slough Restoration Efforts. It will also support the development of a Lake Munson Management Plan and allow Leon County to examine projects that would result in nutrient reductions to meet the watershed's Total Maximum Daily Load goals.

Within Lake Munson and Munson Slough, including Lake Henrietta, the purpose of the project is to:

Determine the depth to and thickness of organic muck, native sand, and clay beneath the waterbodies. Determine if hazardous wastes occur and their location and depth within the sediment muck layer. Determine the nutrient (nitrogen and phosphorus) concentrations in the sediment muck layer. Investigate two known karst features and attempt to identify unknown karst features within Lake Munson.

The County is interested in having the FGS obtain thirty-seven vibracores (vibracoring is a method of obtaining a minimally disturbed core sample by advancing a hollow metal sample tube into unconsolidated sediments utilizing a pneumatic vibrating head). In addition to the thirty-seven vibracores (thirty-two in Lake Munson, three in Munson Slough, and two in Lake Henrietta), the County requests the FGS provide geologic descriptions of the cores, and collect discrete sediment samples (as required) to represent the upper-most and lower-most extents of the muck layer in each of the vibracores for laboratory analysis. The sample analysis will determine constituent concentrations, as well as potential disposal options, if sediments are removed from the lake bed.

The FGS contacted staff in the DEP's Divisions of Waste Management and Environmental Assessment and Restoration to determine proper protocols/methods for sampling and analysis to determine sediment disposal options, and the DEP Laboratory's costs and capacity to handle a project with a significant number of sediment analyses.

To assist with estimating the FGS staff time associated with the collection of up to 37 vibracores, the FGS collected a test core from Lake Munson on April 25, 2017. On the same day, the field crew ran two transects with the FGS's 250 MHz Ground Penetrating Radar (GPR) unit to determine the usefulness of this instrument in determining the structural character of sediments and cursory lithology beneath Lake Munson. Based on the raw data obtained on April 25th, the FGS recommends conducting a GPR survey at Lake Munson with transects across the locations where the vibracores are to be collected. With the core descriptions to correlate to the GPR data, a detailed distribution of the sediment types and thickness may be possible. Initial cost estimates for a GPR survey and data processing indicate this could be accomplished for \$10,000.00.

## Vibracore Collection

The County will provide the locations (with GPS coordinates and maps) where they want the vibracores to be collected and guidance towards the development of the sample plan. The FGS is responsible for the development of the vibracore sampling schedule. The FGS expects to utilize a 3-inch diameter twenty-foot long sample tube to collect the vibracore samples. At each site, the sample tube will be advanced to the surface of the confining/retarding layer, or refusal and then retrieved. Based on the difficulty experienced when a hard clay was encountered in the test vibracore, shorter sample tubes may be utilized (i.e. the FGS will adjust its sample collection protocol to account for the field conditions encountered). Unless weather conditions or other unforeseen difficulties arise, the FGS expects the vibracoring portion of the project to take 15 field days to complete.

## Vibracore Sediment Sampling and Description

The collection of the vibracores will be completed in phases to facilitate the DEP Central Laboratory's (Lab) previously scheduled analytical workload and to allow for targeted coring based on analytical results and/or GPR data. We anticipate collecting 20 vibracores in Lake Munson in the first phase and up to 12 additional vibracores in following phases.

The DEP Standard Operating Procedures for sediment sampling will be used to sample the vibracores. Two to four samples will be collected to represent the upper-most and lower-most extents of the muck layer in each of the vibracores for laboratory analysis. It is estimated to take two hours per core which includes splitting of the core tube, proper DEP sampling protocols and sample delivery to the Lab.

Based on the lithologies encountered in the test vibracore, it is expected to take two hours per core to provide a lithologic description and obtain photographs of the core. The photographs will include labels showing the location and name of each sediment sample collected.

## Analysis of Sediment Samples

The FGS is recommending screening the muck layer samples by analyzing the sediments for the Resource Recovery and Conservation Act (RCRA) eight heavy metals, Total Recoverable Petroleum Hydrocarbons (TRPH) and Polychlorinated Biphenyls (PCBs) and chlorinated pesticides. Seven of the RCRA metals (Arsenic, Barium, Cadmium, Chromium, Lead, Selenium, Silver) are included in EPA Method 6020A, ICPMS total recoverable metals analysis. Mercury, one of the eight, requires EPA Method 7473, Total Recoverable Petroleum Hydrocarbons DEP Method FL-PRO, PCBs and chlorinated pesticides are analyzed for using EPA Method 8270D. The requested nutrient parameters (Nitrite/Nitrate, Total Kjeldahl Nitrogen, Ammonia, and Total Phosphorus) are included in the proposed screening sample set (Option A. in Task 5. In Project Tasks and Costs table on page 3). Options B. and C. allows for the inclusion of addition analytical parameters at the County's discretion. The Analytical Methods and Costs table on page 5 contains a list of analytical methods and their associated costs for the proposed options.

If the County wants the sediment samples analyzed for additional parameters or a different combination of parameters, the cost for the analysis will be at the laboratory's standard price or at the price charged by its contracted overflow laboratory (see attached price list). These costs do not include the collection of additional vibracore(s) if the holding times (28 days for most analytes of interest) for the existing sample core(s) have been exceeded.

## Project Costs

The estimated project costs are presented below. The actual number of samples and associated analytical costs will be dependent on the sediment lithologies encountered and the sample analytical results. Given this uncertainty, the total project cost shall not exceed \$328,000.00. If the anticipated number of samples and analytical costs are significantly less than expected, additional work can be negotiated and amended to the original formal agreement.

Project Tasks and Costs	
Task 1. Project Management (Tom Greenhalgh, P.G.I)	\$2,500.00
Deliverable: Sampling Plan including Field Schedule (Dates/Times)	
Task 2. GPR Costs	\$10,000.00
(Sampling and Descriptions)	
Deliverable: GPR Images and Interpretation	
Task 3. Vibracoring (37 cores)	\$17,000.00
(Four staff for 15 days, support vehicles and boats, core tubes and misc. equipment/supplies)	
No Deliverable	

Project Tasks and Costs	
Task 4. Vibracore Sediment Sampling/ Core Description	\$3,700.00
(Sampling and Descriptions-One staff, 37 cores/4 hours/core)	
Deliverable: Photos, Description of Cores, etc.	
Task 5. Analytical Costs (see page 2, Analysis of Sediment Samples, paragraph 6)	
Option A. (Screening up to a maximum of 255 samples @ \$541.50/sample)	\$138,082.50
Option B. (Screening plus CN, PCBs, Carbon, and VOCs 255 @ \$867.25/sample)	\$221,148.75
Option C. (All parameters- 255 @ \$1,138.70/sample)	\$290,368.50
Deliverable: Laboratory Results	
Task 6. Report	\$5,000.00
(Draft Report generated within two months of receipt of last set of analytical results)	
(Final Report generated within two months of receipt of last comments from Leon County)	
Deliverable: Final Report	
Total project costs are very dependent on the analytical costs but will not exceed:	\$328,568.50

## Deliverables

Deliverables specified per Task. Refer to the above "Project Tasks and Costs" Table.

Task 6 Deliverable: The Final Report will include summaries and interpretations of the data obtained during the project. This will include photographs, core descriptions and an interpretation of the lithology obtained from the vibracores, the laboratory analytical results for the muck samples will be summarized and interpreted, and the GPR data will be presented and discussed. The discussion of results will include background information, interpretation of results including references, and answers to the listed project objectives.

## Analytical Methods and Costs

DEP ID	DESCRIPTION	PRICE	METHOD	REQUESTED ANALYTES
Option A				
TCLP-ICPMS	Metals, total recoverable, in TCLP samples using ICP mass spectrometry	\$121.45	EPA 1311/ 6020A	As, Ba, Cd, Cr, Pb, Se, Ag
S-HG-TDA	Mercury in solid samples using thermal decomposition, amalgamation and AA spectroscopy, reported as dry weight.	\$28.90	EPA 7473	Hg
S-FL-PRO	Total recoverable petroleum hydrocarbons in sediment/soil samples by GC-FID.	\$115.50	FL-PRO	тррн
S-BNA	Semi-volatile organic pollutants, excluding PCBs and Toxaphene, in soil/sediments by GC/MS.	\$173.25	EPA 8270D	Phenols and includes Di-n- butyl phthalate
S-NO2NO3	Nitrite/Nitrate, extractable, in solid matrices as mg N/Kg	\$23.10	EPA 353.2 mod. Overflow lab	Nitrite/Nitrate
S-TKN	Total Kjeldahl Nitrogen in solid matrices	\$34.65	In-house (based on EPA 351.2)	Total Kjeldhal Nitrogen
OV-NH3-S	Ammonia in solid matrices analyzed by overflow lab.	\$10.00	Overflow	Ammonia
S-TP	Total Phosphorus in solid matrices	\$34.65	In-house (based on EPA 365.4)	Total Phosphorus
	Recommended Screening parameters plus nutrients- Total per sample	\$541.50		
Option B				
S-CN	Cyanide, total, in solid matrices	\$57.75	EPA 9012B	Cyanide Total
S-PCB-TQ	PCBs (ultra trace level) in soil matrices by GC/MS/MS	\$100.00	EPA 8270D	PCBs
S-TOC	Percent Carbon in solid matrices	\$73.50	DEP SOP: NU-076-1	Carbon (organic and inorganic included)
S-VOC-MS	Volatile organic pollutants in soil matrix using GC/MS (heated purge - low level)	\$94.50	EPA 8260C	methylene chloride
	Total per sample	\$325.75		
Option C				
OV-TCLP-HG	Mercury in TCLP analyzed by an overflow laboratory	\$150.00	EPA 1311 Overflow lab	Mercury TCLP
TCLP-ICP	Metals, total recoverable, in Toxicity Characteristic Leachate Procedure (TCLP) extract samples using ICP emission spectroscopy.	\$121.45	EPA 1311/ 6010C	Metals TCLP
	Total per sample	\$271.45		

## Exhibit B Analytical Price List

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
AA-AGP	BIOLOGY	Potential algal growth determination.	A 105.00	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
AA-AGP-DCL	BIOLOGY	Potential algal growth determination-dechlorinated sample.	A 94.50	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
AA-AGP-F	BIOLOGY	Potential algal growth determination, sample frozen.	A 105.00	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
AA-AGP-PH	BIOLOGY	Potential algal growth determination-pH adjusted sample.	A 94.50	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
AA-AGP-SA	BIOLOGY	Potential algal growth determination-salinity adjusted sample.	A 94.50	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
AA-AGP-SPK	BIOLOGY	Potential algal growth determination-nutrient spiked for determination of growth inhibition.	A 94.50	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
AA-AGP-SW	BIOLOGY	Potential algal growth determination-saltwater sample.	A 94.50	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
AA-LIM-NUT	BIOLOGY	Nutrient(s) limiting algal growth determination.	A 252.00	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
AA-LM-NT-F	BIOLOGY	Nutrient(s) limiting algal growth determination, sample frozen.	A 252.00	Water	Bio-AGP/LimNut	EPA 600/9-78-018 (mod.)
BOD-INHB	BIOLOGY	BOD, nitrogen-inhibited (=CBOD)	A 47.25	Water	Bio-BOD	SM 5210 B
BODLT-INHB	BIOLOGY	Five N-inhibited BOD's of different durations	A 115.50	Water	Bio-BOD	SM 5210 B
BODLT-UNIN	BIOLOGY	Five NOT-N-inhibited BOD's of different durations	A 115.50	Water	Bio-BOD	SM 5210 B
BOD-UNIN	BIOLOGY	BOD, NOT nitrogen-inhibited	A 47.25	Water	Bio-BOD	SM 5210 B
ALGAE-AFDW	BIOLOGY	Periphyton ash-free dry weight (biomass)	A 31.50	Biological	Bio-Chl-a	SOP-BB034
CHL-EVGL-P	BIOLOGY	Everglades periphyton chlorophyll-a and phaeophytin by spectrophotometry	A 36.75	Biological	Bio-Chl-a	SM 10200 H (mod.)

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
CHL-EVGL-W	BIOLOGY	Everglades phytoplankton chlorophyll-a and phaeophytin by spectrophotometry	A 31.50	Water	Bio-Chl-a	SM 10200 H (mod.)
CHL-MDFL-P	BIOLOGY	Periphyton chlorophyll-a by modified fluorometry	A 36.75	Biological	Bio-Chl-a	EPA 445.0 (mod)
CHL-MDFL-W	BIOLOGY	Phytoplankton chlorophyll-a by modified fluorometry	A 31.50	Water	Bio-Chl-a	EPA 445.0 (mod)
CHLSUITE-W	BIOLOGY	Phytoplankton chlorophyll-a corrected, uncorrected, phaeophytin and ratio by spectrophotometry	A 31.50	Water	Bio-Chl-a	SM 10200 H (mod.)
MI-EV-QLDC	BIOLOGY	No. Taxa of Everglades macroinverts, qual samp, 20 dipnets.	A 551.25	Biological	Bio-Invertebrates	SOP-IZ06
MI-EV-QNAC	BIOLOGY	No. taxa of Everglades macroinverts, artificial substrate	A 120.75	Biological	Bio-Invertebrates	SOP-IZ06
MI-FW-CHID	BIOLOGY	No. taxa of chironomid larvae, Bur Aq Plants	A 157.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-FW-QLBR	BIOLOGY	No. taxa of FW macroinverts, bioreconnaissance	A 252.00	Biological	Bio-Invertebrates	SOP-IZ06
MI-FW-QLDC	BIOLOGY	No. Taxa of FW macroinverts, qual samp, 20 dipnets.	A 420.00	Biological	Bio-Invertebrates	SOP-IZ06
MI-FW-QLMD	BIOLOGY	No. Taxa of FW macroinverts, qual samp, 20 dipnets - method development	A 388.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-FW-QNAC	BIOLOGY	No. taxa of FW macroinverts, artificial substrate	A 430.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-FW-QNLC	BIOLOGY	No. taxa of FW macroinverts, composite lake sample	A 577.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-FW-QNNC	BIOLOGY	No. taxa of FW macroinverts, natural substrate	A 750.75	Biological	Bio-Invertebrates	SOP-IZ06
MI-MN-3COR	BIOLOGY	No. taxa SW macroinverts, quant samp, 3 inch core	A 315.00	Biological	Bio-Invertebrates	SOP-IZ06
MI-MN-QLDC	BIOLOGY	No. taxa of SW macroinverts, qual samp, 20 dipnets	A 693.00	Biological	Bio-Invertebrates	SOP-IZ06
MI-MN-QLSC	BIOLOGY	No. taxa of SW macroinverts, qual samp, 1 dipnet	A 220.50	Biological	Bio-Invertebrates	SOP-IZ06

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
MI-MN-QNCC	BIOLOGY	No. taxa of SW macroinverts, quant samp, 2 inch core	A 199.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-MN-QNCP	BIOLOGY	No. taxa SW macroinverts, quant samp, 10 core composite	A 913.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-MN-QNNC	BIOLOGY	No. taxa of marine macroinverts, natural substrate	A 892.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-MN-VNSG	BIOLOGY	No. taxa of marine macroinverts, seagrass, vanveen	A 1312.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-MN-VNUK	BIOLOGY	No. taxa marine macroinverts,substrate unk,vanveen	A 1312.50	Biological	Bio-Invertebrates	SOP-IZ06
MI-QL-ID	BIOLOGY	Macroinvertebrate sample identified, but not sorted.	A 194.25	Biological	Bio-Invertebrates	SOP-IZ06
MI-QL-SORT	BIOLOGY	Sample sorted for macroinvertebrates, but not identified.	A 99.75	Biological	Bio-Invertebrates	IZ02-IZ-06
MI-QN-ID	BIOLOGY	Macroinvertebrate sample identified, but not sorted.	A 345.00	Biological	Bio-Invertebrates	SOP-IZ06
MI-QN-SORT	BIOLOGY	Sample sorted for macroinvertebrates, but not identified.	A 175.00	Biological	Bio-Invertebrates	IZ02-IZ06
MI-WL-QLDC	BIOLOGY	No. Taxa of Wetland macroinverts, qual samp, 20 dipnets.	A 603.75	Biological	Bio-Invertebrates	SOP-IZ06
ZOO-FW-QN	BIOLOGY	Zooplankton in freshwater - count and ID	A 0.00	Biological	Bio-Invertebrates	SM 10200 G (mod.)
DW-PLATECT	BIOLOGY	Drinking water standard heterotrophic plate count	A 15.75	Water	Bio-Microbiology	SM 9215 B
EC-18QT-CL	BIOLOGY	Escherichia coli by Colilert 18 Quanti-Tray method-chlorinated water systems	A 16.00	Water	Bio-Microbiology	SM 9223 Quanti-Tray
EC-MF-CL	BIOLOGY	Escherichia coli by membrane filter method-chlorinated water systems	A 21.00	Water	Bio-Microbiology	SM 9213 D
ECOLI-18QT	BIOLOGY	Escherichia coli by Colilert 18 Quanti-Tray method - non- chlorinated water systems	A 16.00	Water	Bio-Microbiology	SM 9223 Quanti-Tray
ECOLI-MF	BIOLOGY	Escherichia coli by membrane filter method - non-chlorinated water systems	A 21.00	Water	Bio-Microbiology	SM 9213 D

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
EN24-MF-CL	BIOLOGY	Enterococci by membrane filter method using 24 hour mEI agar- chlorinated water systems	A 26.25	Water	Bio-Microbiology	EPA 1600
EN24-QT-CL	BIOLOGY	Enterococci by Enterolert Quanti- Tray method using 24 hour mEl agar-chlorinated water systems	A 17.00	Water	Bio-Microbiology	Enterolert/QT
ENT-24-MF	BIOLOGY	Enterococci by membrane filter method using 24 hour mEI agar - non-chlorinated water systems	A 26.25	Water	Bio-Microbiology	EPA 1600
ENT-24-QT	BIOLOGY	Enterococci by Enterolert Quanti- Tray method - non-chlorinated water systems	A 17.00	Water	Bio-Microbiology	Enterolert/QT
ENTERO-MPN	BIOLOGY	Enterococci by multiple tube method	A 31.50	Water	Bio-Microbiology	SM 9230 B
ENTERO-SPE	BIOLOGY	Enterococci colony speciation	A 39.90	Water	Bio-Microbiology	api 20 Strep
ENT-MPN-S	BIOLOGY	Enterococci by multiple tube method for soil and sediment	A 31.50	Soil/Sedime nt/Waste	Bio-Microbiology	SM 9230 B
FC-MF-CL	BIOLOGY	Fecal coliforms by membrane filter method-chlorinated water systems	A 21.00	Water	Bio-Microbiology	SM 9222 D
FC-MPN-S	BIOLOGY	Fecal coliforms by multiple tube method for soil and sediment	A 31.50	Soil/Sedime nt/Waste	Bio-Microbiology	EPA 600/8-78-017; SM 9221 E
FCOLI-MF	BIOLOGY	Fecal coliforms by membrane filter method - non-chlorinated water systems	A 21.00	Water	Bio-Microbiology	SM 9222 D
FCOLI-MF-S	BIOLOGY	Fecal coliforms by membrane filter method - soil/sediment/waste elutriate	A 21.00	Soil/Sedime nt/Waste	Bio-Microbiology	SM 9222 D
FCOLI-MPN	BIOLOGY	Fecal coliforms by multiple tube method	A 26.25	Water	Bio-Microbiology	EPA 600/8-78-017 (1978)
FC-QT-S	BIOLOGY	Fecal coliforms by Colilert QuantiTray method - soil/sediment/waste	A 16.00	Soil/Sedime nt/Waste	Bio-Microbiology	EPA 600/8-78-017; SM 9221 E
PLATECOUNT	BIOLOGY	Standard heterotrophic plate count	A 15.75	Water	Bio-Microbiology	SM 9215 B
TC-MF-CL	BIOLOGY	Total coliforms by membrane filter method-chlorinated water systems	A 21.00	Water	Bio-Microbiology	SM 9222 B
TCOLI-MF	BIOLOGY	Total coliforms by membrane filter	A 21.00	Water	Bio-Microbiology	SM 9222 B

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		method - non-chlorinated water systems				
TCOLI-MPN	BIOLOGY	Total coliforms by multiple tube method	A 26.25	Water	Bio-Microbiology	SM 9221 B
WATER-SUIT	BIOLOGY	Tests DI water for microbiology QA standards	A 420.00	Water	Bio-Microbiology	SM 9020 B
CD-AEL-FC	BIOLOGY	Fecal coliforms by membrane filter method by Advanced Environmental Overflow Laboratory in Altalmonte Springs for CD	A 27.00	Water	Bio-Overflow	SM 9222 D
CD-FLR-ENT	BIOLOGY	Enterococci by membrane filter method by Flowers Overflow Laboratory for CD	A 35.00	Water	Bio-Overflow	EPA 1600 (MF)
CD-FLR-FC	BIOLOGY	Fecal coliforms by membrane filter method by Flowers Overflow Laboratories for CD	A 35.00	Water	Bio-Overflow	SM 9222 D
CD-PCE-FC	BIOLOGY	Fecal coliforms by membrane filter method by Pace Analytical Services - Ormond Beach Overflow Laboratories for CD	A 50.00	Water	Bio-Overflow	SM 9222 D
CD-TA-FC	BIOLOGY	Fecal coliforms by membrane filter method by Test America Overflow Laboratory for CD	A 20.00	Water	Bio-Overflow	SM 9222 D
NED-AEG-EC	BIOLOGY	Escherichia coli by membrane filter method using modified mTEC by Advanced Environmental Gainesville Overflow Laboratories for NED	A 50.00	Water	Bio-Overflow	EPA 1603
NED-AEG-EN	BIOLOGY	Enterococci by membrane filter method by Advanced Environmental Gainesville Overflow Lab for NED	A 50.00	Water	Bio-Overflow	EPA 1600
NED-AEG-FC	BIOLOGY	Fecal coliforms by membrane filter method by Advanced Environmental Gainesville Overflow Laboratories for NED	A 23.91	Water	Bio-Overflow	SM 9222 D
NED-AEJ-FC	BIOLOGY	Fecal coliforms by membrane filter method by Advanced Environmental	A 27.00	Water	Bio-Overflow	SM 9222 D

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		Jax Overflow Laboratories for NED				
NED-COL-EN	BIOLOGY	Enterococci by MPN by ALS Environmental Overflow Laboratory for NED	A 39.00	Water	Bio-Overflow	ASTM D6503-99
NED-COL-FC	BIOLOGY	Fecal coliforms by membrane filter method by ALS Environmental - FL Overflow Laboratories for NED	A 48.00	Water	Bio-Overflow	SM 9222 D
NED-FLR-FC	BIOLOGY	Fecal coliforms by membrane filter method by Flowers Overflow Laboratory for NED	A 35.00	Water	Bio-Overflow	SM 9222 D
NED-JEA-FC	BIOLOGY	Fecal coliforms by membrane filter method by JEA Overflow Laboratory for NED	A 0.00	Water	Bio-Overflow	SM 9222 D
NED-PCE-FC	BIOLOGY	Fecal coliforms by membrane filter method by Pace Analytical Services - Ormond Beach Overflow Laboratories for NED	A 50.00	Water	Bio-Overflow	SM 9222 D
NW-UWF-ECQ	BIOLOGY	Escherichia coli by Colilert 18 Quanti-Tray method by UWF Overflow Laboratory for NWD	A 25.00	Water	Bio-Overflow	SM 9223 Quanti-Tray
NW-UWF-ENQ	BIOLOGY	Enterococci by Enterolert Quanti- Tray method by UWF Overflow Laboratory for NWD	A 25.00	Water	Bio-Overflow	Enterolert/QT
NW-UWF-ENT	BIOLOGY	Enterococci by membrane filter method by UWF Overflow Laboratory for NWD	A 25.00	Water	Bio-Overflow	EPA 1600 (MF)
NW-UWF-FC	BIOLOGY	Fecal coliforms by membrane filter method by UWF Overflow Laboratory for NWD	A 25.00	Water	Bio-Overflow	SM 9222 D
NW-WS-ENT	BIOLOGY	Enterococci by membrane filter method by The Water Spigot overflow Laboratory for NWD	A 24.25	Water	Bio-Overflow	EPA 1600 (MF)
NW-WS-FC	BIOLOGY	Fecal coliforms by membrane filter method by The Water Spigot overflow Laboratory for NWD	A 24.25	Water	Bio-Overflow	SM 9222 D
SD-FLR-ECQ	BIOLOGY	Escherichia coli by Colilert 18	A 51.00	Water	Bio-Overflow	SM 9223 Quanti-Tray

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		Quanti-Tray method by FlowersOverflow Laboratory for SD				
SD-FLR-ENQ	BIOLOGY	Enterococci by Enterolert Quanti- Tray method by Flowers Overflow Laboratory for SD	A 51.00	Water	Bio-Overflow	Enterolert/QT
SD-FLR-ENT	BIOLOGY	Enterococci by membrane filter method by Flowers Overflow Laboratory for SD	A 51.00	Water	Bio-Overflow	EPA 1600 (MF)
SD-FLR-FC	BIOLOGY	Fecal coliforms by membrane filter method by FlowersOverflow Laboratory for SD	A 51.00	Water	Bio-Overflow	SM 9222 D
SD-SND-ENT	BIOLOGY	Enterococci by MPN method by Sanders Laboratories Overflow Laboratory for SD	A 35.00	Water	Bio-Overflow	Enterolert/QT
SD-SND-FC	BIOLOGY	Fecal coliforms by membrane filter method by Sanders Laboratories Overflow Laboratory for SD	A 30.00	Water	Bio-Overflow	SM 9222 D
SE-FLR-ENT	BIOLOGY	Enterococci by membrane filter method by Flowers Overflow Laboratory for SED	A 35.00	Water	Bio-Overflow	EPA 1600 (MF)
SE-FLR-FC	BIOLOGY	Fecal coliforms by membrane filter method by Flowers Overflow Laboratory for SED	A 35.00	Water	Bio-Overflow	SM 9222 D
SE-FSE-ENT	BIOLOGY	Enterococci by membrane filter method by Florida Spectrum overflow lab for SE Dist	A 42.00	Water	Bio-Overflow	EPA 1600 (MF)
SE-FSE-FC	BIOLOGY	Fecal coliforms by membrane filter method by Florida Spectrum overflow lab for SE Dist	A 27.60	Water	Bio-Overflow	SM 9222 D
SW-AEL-FCS	BIOLOGY	Fecal coliforms by multiple tube method by Advanced Environmental Overflow Laboratories for SWD	A 50.00	Soil/Sedime nt/Waste	Bio-Overflow	SM 9221 E
SWD-AEL-EN	BIOLOGY	Enterococci by membrane filter method by Advanced Environmental Overflow Laboratories for SWD	A 50.00	Water	Bio-Overflow	SM 9230 C
SWD-AEL-FC	BIOLOGY	Fecal coliforms by membrane filter method by Advanced Environmental	A 23.91	Water	Bio-Overflow	SM 9222 D

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		Overflow Laboratories for SWD				
SWD-PCE-FC	BIOLOGY	Fecal coliforms by membrane filter method by Pace Analytical Services - Tampa Overflow Laboratories for SWD	A 20.00	Water	Bio-Overflow	SM 9222 D
WA-MN-QNNC	BIOLOGY	No. taxa of marine macroinverts, natural substrate, by Water & Air Research overflow laboratory in Gainesville, FL	A 415.80	Biological	Bio-Overflow	SOP-IZ06
ALGAL_ID	BIOLOGY	Qualitative assessment of algal taxa present without counts	A 35.00	Biological	Bio-Peri/Phyto	SOP-AB05
BLOOM-ID	BIOLOGY	Assessment of dominant algal taxa in bloom or mat sample	A 35.00	Biological	Bio-Peri/Phyto	SOP-AB05
DTM-QL-C	BIOLOGY	No. of diatom taxa of qualitative periphyton sample	A 183.75	Biological	Bio-Peri/Phyto	SOP-AB03_1
DTM-QLEV-C	BIOLOGY	No. of diatom taxa of qualitative periphyton sample w/speciation and cell counts.	A 99.75	Biological	Bio-Peri/Phyto	SOP-AB03_1
DTM-QN-C	BIOLOGY	No. of diatom taxa of quantitative periphyton sample	A 126.00	Biological	Bio-Peri/Phyto	SOP-AB03_1
DTM-QNEV-C	BIOLOGY	No. of diatom taxa of quantitative periphyton sample w/speciation and cell counts.	A 126.00	Biological	Bio-Peri/Phyto	SOP-AB03_1
DTY-QN-C	BIOLOGY	No. of diatom taxa of quantitative phytoplankton sample.	A 120.75	Water	Bio-Peri/Phyto	SOP-AB05_1
PKD-QN-BV	BIOLOGY	No. of wet taxa of quantitative phytoplankton sample w/speciation and cell counts.	A 120.75	Water	Bio-Peri/Phyto	SOP-AB05
PKD-QN-C	BIOLOGY	No. of wet taxa of quantitative phytoplankton sample.	A 94.50	Water	Bio-Peri/Phyto	SOP-AB05
PRN-QL-C	BIOLOGY	No. of wet taxa of qualitative periphyton sample.	A 105.00	Biological	Bio-Peri/Phyto	SOP-AB03
PRN-QLEV-C	BIOLOGY	No. of wet taxa of qualitative periphyton sample w/speciation and cell counts.	A 131.25	Biological	Bio-Peri/Phyto	SOP-AB03
PRN-QN-C	BIOLOGY	No. of wet taxa of quantitative	A 105.00	Biological	Bio-Peri/Phyto	SOP-AB03

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		periphyton sample.				
PRN-QNEV-C	BIOLOGY	No. of wet taxa of quantitative periphyton sample w/speciation and cell counts.	A 120.75	Biological	Bio-Peri/Phyto	SOP-AB03
PCR-FILTER	BIOLOGY	Preparation of Samples by Filtration and held for qPCR Analysis	A 10.00	Water	Bio-qPCR	
PCR-GFD	BIOLOGY	Detection and quantification of bird specific Helicobacter genetic marker with quantitative polymerase chain reaction	A 75.00	Water	Bio-qPCR	
PCR-GULL2	BIOLOGY	Detection and quantification of coastal bird specific Catellicoccus marimammalium genetic marker with quantitative polymerase chain reaction	A 75.00	Water	Bio-qPCR	SOP-PCR01
PCR-GULL2B	BIOLOGY	Detection and quantification of coastal bird specific Catellicoccus marimammalium genetic marker with quantitative polymerase chain reaction	A 75.00	Biological	Bio-qPCR	SOP-PCR01
PCR-GULL2S	BIOLOGY	Detection and quantification of coastal bird specific Catellicoccus marimammalium genetic marker with quantitative polymerase chain reaction	A 75.00	Soil/Sedime nt/Waste	Bio-qPCR	SOP-PCR01
PCR-HF183	BIOLOGY	Detection and quantification of human-specific HF183 Bacteroides genetic marker with quantitative polymerase chain reaction	A 75.00	Water	Bio-qPCR	SOP-PCR01
PCR-HF183B	BIOLOGY	Detection and quantification of human-specific HF183 Bacteroides genetic marker with quantitative polymerase chain reaction	A 75.00	Biological	Bio-qPCR	SOP-PCR01
PCR-HF183S	BIOLOGY	Detection and quantification of human-specific HF183 Bacteroides genetic marker with quantitative polymerase chain reaction	A 75.00	Soil/Sedime nt/Waste	Bio-qPCR	SOP-PCR01

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
PMA-HF183	BIOLOGY	Quantitate Differentiation of live human-specific Bacteroides cells with Propidium Monazide and quantitative polymerase chain reaction	A 100.00	Water	Bio-qPCR	
SDMNT-AFDW	BIOLOGY	Percent organics in sediment	A 31.50	Soil/Sedime nt/Waste	Bio-SedPrtSz/AFDW	SOP-BB15
SDMNT-SGRV	BIOLOGY	Analysis of specific gravity in sediments	A 31.50	Soil/Sedime nt/Waste	Bio-SedPrtSz/AFDW	ASTM D854-02
SEDPRTSZ	BIOLOGY	Measurement of sediment particle- size proportions	A 120.75	Soil/Sedime nt/Waste	Bio-SedPrtSz/AFDW	SOP-BB13 & SOP-BB14
SED-PSZ-LS	BIOLOGY	Laser measurement of sediment particle-size	A 73.50	Soil/Sedime nt/Waste	Bio-SedPrtSz/AFDW	SOP-BB15_5
SEDTOTWT	BIOLOGY	Measurement of sediment total dry weight	A 21.00	Soil/Sedime nt/Waste	Bio-SedPrtSz/AFDW	SOP-BB13 & SOP-BB14
SED-UNIF	BIOLOGY	Laser measurement of sediment particle-size based on Unified Soils scale classification	A 73.50	Soil/Sedime nt/Waste	Bio-SedPrtSz/AFDW	SOP-BB15_5
SED-USDA	BIOLOGY	Laser measurement of sediment particle-size based on USDA scale classification	A 73.50	Soil/Sedime nt/Waste	Bio-SedPrtSz/AFDW	SOP-BB15_5
SED-WWTH	BIOLOGY	Laser measurement of sediment particle-size based on Wentworth scale classification	A 73.50	Soil/Sedime nt/Waste	Bio-SedPrtSz/AFDW	SOP-BB15_5
BSY-AD-ECD	BIOLOGY	Acute Definitive Toxicity Test w/Sediment Elutriate and the Water Flea	A 451.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-EFF	BIOLOGY	Acute Definitive Toxicity Test w/Sediment Elutriate and Freshwater Fish Species	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-EMF	BIOLOGY	Acute Definitive Toxicity Test w/Sediment Elutriate and Marine Fish Species	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-EMY	BIOLOGY	Acute Definitive Toxicity Test w/Sediment Elutriate and Mysid Shrimp	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
BSY-AD-FCD	BIOLOGY	Definitive acute toxicity test, FW water flea.	A 367.50	Water	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-FFS	BIOLOGY	Definitive acute toxicity test, FW freshwater fish.	A 441.00	Water	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-MFS	BIOLOGY	Definitive acute toxicity test, SW saltwater fish.	A 451.50	Water	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-MMY	BIOLOGY	Definitive acute toxicity test, SW mysid shrimp.	A 472.50	Water	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-PCD	BIOLOGY	Acute Definitive Toxicity Test w/Sediment Pore Water and the Water Flea	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-PMY	BIOLOGY	Acute Definitive Toxicity Test w/Sediment Pore Water and Mysid Shrimp	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-WCD	BIOLOGY	Acute Definitive Toxicity Test w/Whole Sediment and the Water Flea	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-WFF	BIOLOGY	Acute Definitive Toxicity Test w/Whole Sediment and Freshwater Fish Species	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-WMF	BIOLOGY	Acute definitive toxicity test w/sediment elutriate and marine fish species	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AD-WMY	BIOLOGY	Acute Definitive Toxicity Test w/Whole Sediment and Mysid Shrimp	A 420.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-ECD	BIOLOGY	Acute Screening Toxicity Test w/Sediment Elutriate and the Water Flea	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-EFF	BIOLOGY	Acute Screening Toxicity Test w/Sediment Elutriate and Freshwater Fish Species	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-EMF	BIOLOGY	Acute Screening Toxicity Test w/Sediment Elutriate and Marine Fish Species	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-EMY	BIOLOGY	Acute Screening Toxicity Test w/Sediment Elutriate and Mysid	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		Shrimp				
BSY-AS-FCD	BIOLOGY	Screening acute toxicity test, FW water flea.	A 262.50	Water	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-FFS	BIOLOGY	Screening acute toxicity test, FW freshwater fish.	A 341.25	Water	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-MFS	BIOLOGY	Screening acute toxicity test, SW saltwater fish.	A 399.00	Water	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-MMY	BIOLOGY	Screening acute toxicity test, SW mysid shrimp.	A 420.00	Water	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-PCD	BIOLOGY	Acute Screening Toxicity Test w/Sediment Pore Water and the Water Flea	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-PMY	BIOLOGY	Acute Screening Toxicity Test w/Sediment Pore Water and Mysid Shrimp	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-WCD	BIOLOGY	Acute Screening Toxicity Test w/Whole Sediment and the Water Flea	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-WFF	BIOLOGY	Acute Screening Toxicity Test w/Whole Sediment and Freshwater Fish Species	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-WMF	BIOLOGY	Acute Screening Toxicity Test w/Whole Sediment and Marine Fish Species	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-AS-WMY	BIOLOGY	Acute Screening Toxicity Test w/Whole Sediment and Mysid Shrimp	A 325.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-012
BSY-CD-EAR	BIOLOGY	Chronic Definitive Toxicity Test w/Sediment Elutriate and Sea Urchin Gametes	A 630.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-014, Method 1008
BSY-CD-ECD	BIOLOGY	Chronic Definitive Toxicity Test w/Sediment Elutriate and the Water Flea	A 903.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-013, Method 1002.0
BSY-CD-EFF	BIOLOGY	Chronic Definitive Toxicity Test w/Sediment Elutriate and Freshwater Fish Species	A 903.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-013, Method 1000

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
BSY-CD-EMF	BIOLOGY	Chronic Definitive Toxicity Test w/Sediment Elutriate and Marine Fish Species	A 903.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-014, Method 1006
BSY-CD-EMY	BIOLOGY	Chronic Definitive Toxicity Test w/Sediment Elutriate and Mysid Shrimp	A 903.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-014, Method 1007
BSY-CD-FCD	BIOLOGY	Chronic toxicity test, definitive, FW water flea.	A 735.00	Water	Bio-Toxicology	EPA-821-R-02-013, Method 1002.0
BSY-CD-FFS	BIOLOGY	Chronic toxicity test, definitive, FW freshwater fish.	A 777.00	Water	Bio-Toxicology	EPA-821-R-02-013, Method 1000
BSY-CD-FSC	BIOLOGY	Chronic toxicity test, definitive, FW freshwater alga	A 404.25	Water	Bio-Toxicology	EPA-821-R-02-013, Method 1003
BSY-CD-MAR	BIOLOGY	Chronic toxicity test, definitive, SW sea urchin.	A 514.50	Water	Bio-Toxicology	EPA-821-R-02-014, Method 1008
BSY-CD-MFS	BIOLOGY	Chronic toxicity test, definitive, SW Menidia (fish).	A 777.00	Water	Bio-Toxicology	EPA-821-R-02-014, Method 1006
BSY-CD-MMY	BIOLOGY	Chronic toxicity test, definitive, SW mysid shrimp.	A 829.50	Water	Bio-Toxicology	EPA-821-R-02-014, Method 1007
BSY-CD-PAR	BIOLOGY	Chronic Definitive Toxicity Test w/Sediment Pore Water and Sea Urchin Gametes	A 630.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-014, Method 1008
BSY-CD-PCD	BIOLOGY	Chronic Definitive Toxicity Test w/Sediment Pore Water and the Water Flea	A 903.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-013, Method 1002.0
BSY-CS-EAR	BIOLOGY	Chronic Screening Toxicity Test w/Sediment Elutriate and Sea Urchin Gametes	A 367.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-014, Method 1008
BSY-CS-ECD	BIOLOGY	Chronic Screening Toxicity Test w/Sediment Elutriate and the Water Flea	A 630.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-013, Method 1002.0
BSY-CS-EFF	BIOLOGY	Chronic Screening Toxicity Test w/Sediment Elutriate and Freshwater Fish Species	A 630.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-013, Method 1000
BSY-CS-EMF	BIOLOGY	Chronic Screening Toxicity Test w/Sediment Elutriate and Marine Fish Species	A 630.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-014, Method 1006

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
BSY-CS-EMY	BIOLOGY	Chronic Screening Toxicity Test w/Sediment Elutriate and Mysid Shrimp	A 630.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-014, Method 1007
BSY-CS-FCD	BIOLOGY	Chronic toxicity test, screen, FW water flea.	A 504.00	Water	Bio-Toxicology	EPA-821-R-02-013, Method 1002.0
BSY-CS-FFS	BIOLOGY	Chronic toxicity test, screen, FW freshwater fish.	A 556.50	Water	Bio-Toxicology	EPA-821-R-02-013, Method 1000
BSY-CS-FSC	BIOLOGY	Chronic toxicity test, screen, FW freshwater alga	A 346.50	Water	Bio-Toxicology	EPA-821-R-02-013, Method 1003
BSY-CS-MAR	BIOLOGY	Chronic toxicity test, screen, SW sea urchin.	A 325.50	Water	Bio-Toxicology	EPA-821-R-02-014, Method 1008
BSY-CS-MFS	BIOLOGY	Chronic toxicity test, screen, SW Menidia (fish).	A 556.50	Water	Bio-Toxicology	EPA-821-R-02-014, Method 1006
BSY-CS-MMY	BIOLOGY	Chronic toxicity test, screen, SW mysid shrimp.	A 588.00	Water	Bio-Toxicology	EPA-821-R-02-014, Method 1007
BSY-CS-PAR	BIOLOGY	Chronic Screening Toxicity Test w/Sediment Pore Water and Sea Urchin Gametes	A 367.50	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-014, Method 1008
BSY-CS-PCD	BIOLOGY	Chronic Screening Toxicity Test w/Sediment Pore Water and the Water Flea	A 630.00	Soil/Sedime nt/Waste	Bio-Toxicology	EPA-821-R-02-013, Method 1002.0
W-CHLORINE	BIOLOGY	Analysis of Total Chlorine in Liquid Matrices	A 84.00	Water	Bio-Toxicology	SM 4500-CLG
T-PAH	CHEMISTRY	Low level PAH analyses in tissue matrices by GC/MS/MS	A 378.00	Tissue	BNA-Tissue	EPA 8270D
T-PAH-SIM	CHEMISTRY	Low level PAH analyses in tissue matrices by GC/MS-SIM	A 378.00	Tissue	BNA-Tissue	EPA 8270D
GCMSSCREEN	CHEMISTRY	Qualitative Analysis using GC/MS	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
SA-BNA	CHEMISTRY	Semi-volatile organic pollutants, excluding PCBs and Toxaphene, on solid surfaces	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
SA-CWA8270	CHEMISTRY	Semi-volatile CWA compounds in wipes by full scan GC/MS	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3570
SA-CW-SQFS	CHEMISTRY	Semi-volatile CWA compounds in wipes by full scan GC/MS	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3570

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
SA-CW-SQSM	CHEMISTRY	Semi-volatile CWA compounds in wipes by GC/MS/SIM	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3570
SA-CW-TF1D	CHEMISTRY	Semi-volatile CWA compounds in wipes by GC 1D/TOF MS	A 225.00	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3570
SA-CW-TF2D	CHEMISTRY	Semi-volatile CWA compounds in wipes by GC 2D/TOF MS	A 277.00	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3570
SA-FLO-PRO	CHEMISTRY	Total recoverable petroleum hydrocarbons in wipe samples by Florida Pro	A 115.50	Soil/Sedime nt/Waste	BNA-Waste	FL-PRO
S-BNA	CHEMISTRY	Semi-volatile organic pollutants, excluding PCBs and Toxaphene, in soil/sediments by GC/MS.	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
S-CW-SQFS	CHEMISTRY	Semi-volatile CWA compounds in soil/sediment by full scan GC/MS	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3545A
S-CW-SQSM	CHEMISTRY	Semi-volatile CWA compounds in soil/sediment by GC/MS SIM	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3545A
S-CW-TF1D	CHEMISTRY	Semi-volatile CWA compounds in soil/sediment by GC 1D/TOF MS	A 225.00	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3545A
S-CW-TF2D	CHEMISTRY	Semi-volatile CWA compounds in soil/sediment by GC 2D/TOF MS	A 277.00	Soil/Sedime nt/Waste	BNA-Waste	CWA 8270D/3545A
S-FL-PRO	CHEMISTRY	Total recoverable petroleum hydrocarbons in sediment/soil samples by GC-FID.	A 115.50	Soil/Sedime nt/Waste	BNA-Waste	FL-PRO
S-PAH	CHEMISTRY	Low level PAH analyses in sediment matrices by GC/MS.	A 173.25	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
S-PAH-E-PA	CHEMISTRY	PAHs/Homologues and petroleum profile analyses in sediment matrices by GC/MS.	A 1039.50	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
S-PAH-EXT	CHEMISTRY	Low level analysis of PAHs/Homologues in sediment matrices by GC/MS.	A 346.50	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
S-PAH-PA	CHEMISTRY	PAH and Petroleum Profile Analyses in Sediment Matrices by GC/MS.	A 866.25	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
S-PAH-SIM	CHEMISTRY	Low level PAH analyses in sediment matrices by GC/MS using SIMS	A 190.00	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
SPLP-BNA	CHEMISTRY	SPLP for semi-volatile organic pollutants by GC/MS.	A 210.00	Soil/Sedime nt/Waste	BNA-Waste	EPA 1312/ 625/8270
SPLP-PAH	CHEMISTRY	Low level PAH analyses in SPLP extracts by GC/MS.	A 210.00	Soil/Sedime nt/Waste	BNA-Waste	EPA 1312/ 625/8270
TCLP-BNA	CHEMISTRY	TCLP for Semi-volatile organic pollutants by GC/MS.	A 210.00	Soil/Sedime nt/Waste	BNA-Waste	EPA 1311/ 625/8270
WAS-BNA	CHEMISTRY	Semi-volatile organic pollutants, excluding PCBs and Toxaphene, in waste matrices by GC/MS.	A 183.75	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
WAS-FL-PRO	CHEMISTRY	Total recoverable petroleum hydrocarbons in waste samples by Florida Pro, reported as wet wt.	A 115.50	Soil/Sedime nt/Waste	BNA-Waste	FL-PRO
WAS-PAH	CHEMISTRY	PAH's in waste matrices by GC/MS.	A 162.75	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
WAS-PAH-PA	CHEMISTRY	PAH and Petroleum Profile in Waste Matrices by GC/MS.	A 813.75	Soil/Sedime nt/Waste	BNA-Waste	EPA 8270D
W-BNA	CHEMISTRY	EPA Method 625 with 3510C prep, Semi-volatile organic pollutants including PAHs, excluding PCBs and Toxaphene, in water matrices by GC/MS.	A 173.25	Water	BNA-Water	EPA 625
W-BNA-625	CHEMISTRY	EPA Method 625 (NPDES Compliance Method) Semi-volatile organic pollutants including PAHs, excluding PCBs and Toxaphene, in water matrices by GC/MS.	A 236.25	Water	BNA-Water	EPA 625
W-BNA-R	CHEMISTRY	EPA Method 8270, Semi-volatile organic pollutants including PAHs, excluding PCBs and Toxaphene, in water matrices by GC/MS.	A 173.25	Water	BNA-Water	EPA 8270D
W-CW-SQFS	CHEMISTRY	Semi-volatile CWA compounds in water by full scan GC/MS	A 173.25	Water	BNA-Water	CWA 8270D/3511
W-CW-SQSM	CHEMISTRY	Semi-volatile CWA compounds in water by GC/MS/SIM	A 173.25	Water	BNA-Water	CWA 8270D/3511
W-CW-TF1D	CHEMISTRY	Semi-volatile CWA compounds in water by GC 1D/TOF MS	A 225.00	Water	BNA-Water	CWA 8270D/3511

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
W-CW-TF2D	CHEMISTRY	Semi-volatile CWA compounds in water by GC 2D/TOF MS	A 277.00	Water	BNA-Water	CWA 8270D/3511
W-FL-PRO	CHEMISTRY	Total recoverable petroleum hydrocarbons in water samples by GC-FID.	A 115.50	Water	BNA-Water	FL-PRO
W-PAH	CHEMISTRY	Low level PAH analyses in water matrices by GC/MS.	A 173.25	Water	BNA-Water	EPA 625
W-PAH-PA	CHEMISTRY	PAH and Petroleum Profile Analyses in Water Matrices by GC/MS	A 866.25	Water	BNA-Water	EPA 8270D
W-PAH-R	CHEMISTRY	Low level PAH analyses in water matrices by GC/MS.	A 173.25	Water	BNA-Water	EPA 8270D
W-PAH-SIM	CHEMISTRY	Low level PAH analyses in water matrices by GC/MS using SIM.	A 173.25	Water	BNA-Water	EPA 8270
SA-PEST-NP	CHEMISTRY	Analysis of organonitrogen and phosphorus pesticides on solid surfaces by GC/NPD.	A 147.00	Soil/Sedime nt/Waste	GC-Soil	EPA 8141A
S-CT-CI	CHEMISTRY	Chlordane and Toxaphene in soil by GC/MS with Negative Chemical Ionization	A 90.00	Soil/Sedime nt/Waste	GC-Soil	EPA 8276
S-PCB-TQ	CHEMISTRY	PCBs (ultra trace level) in soil matrices by GC/MS/MS	A 100.00	Soil/Sedime nt/Waste	GC-Soil	EPA 8270D
S-PEST-NP	CHEMISTRY	Organonitrogen and phosphorus pesticides in sediment matrices by GC/NPD.	A 152.25	Soil/Sedime nt/Waste	GC-Soil	EPA 8141B
SPLP-PS-CL	CHEMISTRY	Organochlorine pesticides in SPLP extracts by GC/ECD.	A 183.75	Soil/Sedime nt/Waste	GC-Soil	EPA 1312/8081
SPLP-PS-NP	CHEMISTRY	Organonitrogen and phosphorus pesticides in SPLP extracts by GC/NPD.	A 194.25	Soil/Sedime nt/Waste	GC-Soil	EPA 1312/8141
S-PSCL-TQ	CHEMISTRY	Organochlorine pesticides (ultra trace) in soil matrices by GC/MS/MS	A 195.00	Soil/Sedime nt/Waste	GC-Soil	EPA 8270D
TCLP-PS-CL	CHEMISTRY	Organochlorine pesticides in TCLP extracts by GC/ECD.	A 183.75	Soil/Sedime nt/Waste	GC-Soil	EPA 1311/ 8081
WAS-PST-NP	CHEMISTRY	Organonitrogen and phosphorus pesticides in liquid and solid waste	A 194.25	Soil/Sedime nt/Waste	GC-Soil	EPA 8141

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		matrces by GC/NPD.				
WS-CT-CI	CHEMISTRY	Chlordane and Toxaphene in solid and liquid waste matrices by GC/MS with Negative Chemical Ionization	A 90.00	Soil/Sedime nt/Waste	GC-Soil	EPA 8276
WS-PCB-TQ	CHEMISTRY	PCBs (ultra trace level) in solid or liquid waste matrices by GC/MS/MS	A 100.00	Soil/Sedime nt/Waste	GC-Soil	EPA 8270D
WS-PSCL-TQ	CHEMISTRY	Organochlorine pesticides (ultra trace) in solid or liquid waste matrices by GC/MS/MS	A 195.00	Soil/Sedime nt/Waste	GC-Soil	EPA 8270D
T-CT-CI	CHEMISTRY	Toxaphene in Animal Tissue by GC/MS with Negative Chemical Ionization	A 90.00	Tissue	GC-Tissue	EPA 8276
T-PCBCL-TQ	CHEMISTRY	Organochlorine pesticides and PCBs in animal tissues by GC/MS/MS	A 325.00	Tissue	GC-Tissue	EPA 8270D
T-PCB-TQ	CHEMISTRY	PCBs in animal tissues by GC/MS/MS	A 200.00	Tissue	GC-Tissue	EPA 8270D
T-PEST-NP	CHEMISTRY	Organonitrogen and phosphorus pesticides in fish tissue by GC/NPD.	A 304.50	Tissue	GC-Tissue	EPA 8141
W-CT-CI-R	CHEMISTRY	Organochlorine pesticides in water matrices by GC/MS with Negative Chemical Ionization	A 100.00	Water	GC-Water	EPA 8276
W-DIELDRIN	CHEMISTRY	Dieldrin (ultra low level) in water matrices by GC/MS/MS	A 195.00	Water	GC-Water	EPA 8270D
W-NP-AA-SF	CHEMISTRY	Organonitrogen and phosphorus pesticides (low level) in water matrices by GC/NPD.	A 173.25	Water	GC-Water	DEP SOP: GC-012-3 (based on EPA 614, 619, 622, 633 and 507)
W-PC-AA-SF	CHEMISTRY	Organochlorine pesticides (low levels) in water matrices by GC/ECD.	A 231.00	Water	GC-Water	DEP SOP: GC-011-5 (based on EPA 608 and 617)
W-PCB-R	CHEMISTRY	PCBs in water matrices by GC/ECD.	A 84.00	Water	GC-Water	EPÁ 8082A
W-PCB-SQ	CHEMISTRY	PCBs in water matrices by GC/MS- SIM	A 100.00	Water	GC-Water	USGS-0-1126-95
W-PCB-SQ-R	CHEMISTRY	PCBs in water matrices by GC/MS-	A 100.00	Water	GC-Water	EPA 8270D

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		SIM				
W-PCL-SQ	CHEMISTRY	Organochlorine pesticides in water matrices by GC/MS-SIM	A 231.00	Water	GC-Water	USGS-O-1126-95
W-PCL-SQ-R	CHEMISTRY	Organochlorine pesticides in water matrices by GC/MS-SIM	A 231.00	Water	GC-Water	EPA 8270D
W-PESTNP-R	CHEMISTRY	Organonitrogen and phosphorus pesticides in water matrices by GC/NPD.	A 126.00	Water	GC-Water	EPA 8141B
W-PSCL-TQ	CHEMISTRY	Organochlorine pesticides (ultra low level) in water matrices by GC/MS/MS	A 195.00	Water	GC-Water	EPA 8270D
W-PSNP-TQ	CHEMISTRY	Organonitrogen and phosphorus pesticides (ultra trace level) in water matrices by GC/MS/MS	A 260.00	Water	GC-Water	EPA 8270D
W-PST-CL-R	CHEMISTRY	Organochlorine pesticides in water matrices by GC/ECD.	A 105.00	Water	GC-Water	EPA 8081B
O-LCMSMS	CHEMISTRY	Analysis of other matrices by HPLC/MS/MS	A 136.50	Soil/Sedime nt/Waste	LC-Soil	EPA 8321B
S-AHERB-AA	CHEMISTRY	Chlorinated (phenoxy acid) herbicides in sediment matrices by HPLC/MS/MS	A 152.25	Soil/Sedime nt/Waste	LC-Soil	DEP SOP: LC-001-2 (based on EPA 8321B)
SA-LCMSMS	CHEMISTRY	Chlorinated (phenoxy acid) herbicides on solid surfaces by HPLC/MS/MS.	A 136.50	Soil/Sedime nt/Waste	LC-Soil	DEP SOP: LC-001-2 (based on EPA 8321B)
S-CARB-AA	CHEMISTRY	Carbamates in sediment matrices by HPLC/MS/MS	A 138.60	Soil/Sedime nt/Waste	LC-Soil	DEP SOP LC-001-2 (based on EPA 8321B)
SPLP-AH-AA	CHEMISTRY	Chlorinated (phenoxy acid) herbicides in SPLP samples by HPLC/MS/MS	A 194.25	Soil/Sedime nt/Waste	LC-Soil	EPA 1312/DEP SOP LC- 001-2 (based on EPA 8321B)
S-UHERB-AA	CHEMISTRY	Urea herbicides in sediment/solid matrices by HPLC/MS/MS	A 136.50	Soil/Sedime nt/Waste	LC-Soil	DEP SOP: LC-001-2 (based on EPA 8321B)
TCLP-AH-AA	CHEMISTRY	Chlorinated (phenoxy acid) herbicides in TCLP samples by HPLC/MS/MS	A 194.25	Soil/Sedime nt/Waste	LC-Soil	EPA 1311/DEP SOP LC- 001-2 (based on EPA 8321B)
W-AHB-AA-R	CHEMISTRY	Chlorinated (phenoxy acid) herbicides in water matrices by	A 126.00	Water	LC-Water	EPA 8321B

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		HPLC/MS/MS				
W-AHERB-AA	CHEMISTRY	Chlorinated (phenoxy acid) herbicides in water matrices by HPLC/MS/MS	A 150.00	Water	LC-Water	USGS 0-2060-01
W-CAB-AA-R	CHEMISTRY	Carbamates in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-CARB-AA	CHEMISTRY	Carbamates in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-ENDO-AA	CHEMISTRY	Endothall in water matrices by HPLC/MS/MS	A 120.00	Water	LC-Water	EPA 8321B
W-GLYPH	CHEMISTRY	Glyphosate in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-LCMS-DIJ	CHEMISTRY	Water soluble organic compounds by HPLC/MS/MS	A 80.00	Water	LC-Water	EPA 8321B
W-MCYST-AA	CHEMISTRY	Microcystins in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-PCP-AA-R	CHEMISTRY	Personal Care Products and pesticides in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-PDQUAT	CHEMISTRY	Diquat and paraquat in water matrices by HPLC/MS/MS	A 105.00	Water	LC-Water	EPA 8321B
W-PYR-AA-R	CHEMISTRY	Pyraclostrobin in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-QUAT-NH4	CHEMISTRY	Quaternary ammonium compounds in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-SUC-AA-R	CHEMISTRY	Analysis of sucralose in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-UHB-AA-R	CHEMISTRY	Urea herbicides and other chemicals in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	EPA 8321B
W-UHERB-AA	CHEMISTRY	Urea herbicides and other chemicals in water matrices by HPLC/MS/MS	A 126.00	Water	LC-Water	USGS 0-2060-01
T-CH3HG	CHEMISTRY	Methylmercury in tissue samples using purge & trap with atomic fluorescence detection.	A 173.25	Tissue	Mercury-Tissue	DEP SOP HG-003-2

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
T-HG-AF	CHEMISTRY	Mercury in tissue samples using atomic fluorescence	A 57.75	Tissue	Mercury-Tissue	DEP SOP: HG-007-1
T-HG-H	CHEMISTRY	Mercury in tissue samples using cold vapor AA spectroscopy.	A 28.90	Tissue	Mercury-Tissue	DEP SOP: HG-006-3 (based on EPA 245.6)
T-HG-TDA	CHEMISTRY	Mercury in tissue samples using thermal decomposition, amalgamation and AA spectroscopy, reported as wet weight.	A 28.90	Tissue	Mercury-Tissue	EPA 7473
S-CH3HG	CHEMISTRY	Methylmercury in tissue and sediment samples using purge & trap with atomic fluorescence detection.	A 173.25	Soil/Sedime nt/Waste	Mercury-Waste	DEP SOP HG-003-2
S-HG-TDA	CHEMISTRY	Mercury in solid samples using thermal decomposition, amalgamation and AA spectroscopy, reported as dry weight.	A 28.90	Soil/Sedime nt/Waste	Mercury-Waste	EPA 7473
SPLP-HG-AF	CHEMISTRY	Mercury in SPLP extracts using cold vapor atomic fluorescence spectroscopy.	A 122.00	Soil/Sedime nt/Waste	Mercury-Waste	EPA 1312/ 1631E
SPLP-HG-H	CHEMISTRY	Mercury in SPLP samples using cold vapor AA spectroscopy.	A 122.00	Soil/Sedime nt/Waste	Mercury-Waste	EPA 1312/ 245.1 Rev. 3.0
TCLP-HG-H	CHEMISTRY	Mercury in TCLP samples using cold vapor AA spectroscopy.	A 122.00	Soil/Sedime nt/Waste	Mercury-Waste	EPA 1311/ 245.1 Rev. 3.0
TCLP-TDA	CHEMISTRY	Mercury in TCLP samples using thermal decomposition, amalgamation, and AA spectroscopy.	A 122.00	Soil/Sedime nt/Waste	Mercury-Waste	EPA 1311/7473
WAS-HG-TDA	CHEMISTRY	Mercury in waste samples using thermal decomposition, amalgamation and AA spectroscopy, reported as wet weight.	A 28.90	Soil/Sedime nt/Waste	Mercury-Waste	EPA 7473
WASTE-HG-H	CHEMISTRY	Mercury in waste samples using cold vapor AA spectroscopy.	A 28.90	Soil/Sedime nt/Waste	Mercury-Waste	DEP SOP: HG-008-3
W-CH3HG	CHEMISTRY	Methylmercury in aqueous samples	A 173.25	Water	Mercury-Water	DEP SOP HG-005-2

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		using purge & trap with atomic fluorescence detection.				
W-CH3HG-F	CHEMISTRY	Methylmercury in filtered aqueous samples using purge & trap with atomic fluorescence detection.	A 173.25	Water	Mercury-Water	DEP SOP HG-005-2
W-HG-AF	CHEMISTRY	Mercury in aqueous samples using cold vapor atomic fluorescence spectroscopy.	A 57.75	Water	Mercury-Water	EPA 1631E
W-HG-AF-F	CHEMISTRY	Mercury in filtered aqueous samples using cold vapor AF spectroscopy.	A 57.75	Water	Mercury-Water	EPA 1631E
W-HG-H	CHEMISTRY	Mercury in aqueous samples using cold vapor AA spectroscopy.	A 23.10	Water	Mercury-Water	EPA 245.1 Rev. 3.0
W-HG-H-F	CHEMISTRY	Mercury in filtered aqueous samples using cold vapor AA spectroscopy.	A 23.10	Water	Mercury-Water	EPA 245.1 Rev. 3.0
W-HG-H-R	CHEMISTRY	Mercury in aqueous samples using cold vapor AA spectroscopy.	A 23.10	Water	Mercury-Water	EPA 7470A
W-HG-TDA-R	CHEMISTRY	Mercury in aqueous samples using thermal decomposition, amalgamation, and AA spectroscopy.	A 23.10	Water	Mercury-Water	EPA 7473
W-HG-TDARF	CHEMISTRY	Mercury in filtered aqueous samples using thermal decomposition, amalgamation, and AA spectroscopy.	A 23.10	Water	Mercury-Water	EPA 7473
A-ICP	CHEMISTRY	Metals, total recoverable, on air filters using ICP emission spectroscopy.	C 10.50	Air	Metals-Air	EPA 6010C
A-ICPMS	CHEMISTRY	Determination of Metals in Ambient Particulate Matter using ICP Mass Spectrometry	C 10.50	Air	Metals-Air	EQL-0710-192
A-ICPMS-IO	CHEMISTRY	Determination of Metals in Ambient Particulate Matter using ICP Mass Spectrometry	C 10.50	Air	Metals-Air	EPA 10-3.5
PERC-SOL-T	CHEMISTRY	Percent solid of tissue samples - place holder test - not for reporting	A 5.25	Tissue	Metals-Tissue	In-house (based on SM 2540 G)
T-ICP	CHEMISTRY	Metals, total recoverable, in tissue samples using ICP emission	C 10.50	Tissue	Metals-Tissue	EPA 6010C

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		spectroscopy.				
T-ICPMS	CHEMISTRY	Metals, total recoverable, in tissue samples using ICP mass spectroscopy.	C 10.50	Tissue	Metals-Tissue	EPA 6020A
PERC-SOLID	CHEMISTRY	Percent solid of sediment/soil sample	A 5.25	Soil/Sedime nt/Waste	Metals-Waste	SM 2540 G (20th)
SA-ICP	CHEMISTRY	Metals, total recoverable, on solid surfaces using ICP emission spectroscopy.	C 10.50	Soil/Sedime nt/Waste	Metals-Waste	EPA 6010C
SA-ICPMS	CHEMISTRY	Metals, total recoverable, on solid surfaces using ICP mass spectrometry	C 10.50	Soil/Sedime nt/Waste	Metals-Waste	EPA 6020A
S-ICP	CHEMISTRY	Metals, total recoverable, in solid samples using ICP emission spectroscopy.	C 10.50	Soil/Sedime nt/Waste	Metals-Waste	EPA 6010C
S-ICPMS	CHEMISTRY	Metals, total recoverable, in solid samples using ICP mass spectrometry	C 10.50	Soil/Sedime nt/Waste	Metals-Waste	EPA 6020A
S-ICPMS-TO	CHEMISTRY	Total metals analysis in solid samples using acid digestion and ICP mass spectrometry	C 23.10	Soil/Sedime nt/Waste	Metals-Waste	EPA 6020A Total Metals
S-ICP-TO	CHEMISTRY	Total metals analysis in solid samples using acid digestion and ICP emission spectroscopy	C 23.10	Soil/Sedime nt/Waste	Metals-Waste	EPA 6010C Total Metals
SPLP-ICP	CHEMISTRY	Metals, total recoverable, in Synthetic Precipitation Leachate Procedure extract samples using ICP emission spectroscopy.	A 121.45	Soil/Sedime nt/Waste	Metals-Waste	EPA 1312/6010C
SPLP-ICPMS	CHEMISTRY	Metals, total recoverable in SPLP extracts using ICP mass spectrometry	A 121.45	Soil/Sedime nt/Waste	Metals-Waste	EPA 1312/6020A
TCLP-ICP	CHEMISTRY	Metals, total recoverable, in Toxicity Characteristic Leachate Procedure (TCLP) extract samples using ICP emission spectroscopy.	A 121.45	Soil/Sedime nt/Waste	Metals-Waste	EPA 1311/ 6010C
TCLP-ICPMS	CHEMISTRY	Metals, total recoverable, in TCLP	A 121.45	Soil/Sedime	Metals-Waste	EPA 1311/ 6020A

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		samples using ICP mass spectrometry		nt/Waste		
WASTE-ICP	CHEMISTRY	Metals, total recoverable, in waste samples using ICP emission spectroscopy.	C 10.50	Soil/Sedime nt/Waste	Metals-Waste	EPA 6010C
WASTEICPMS	CHEMISTRY	Metals, total recoverable, in waste samples using ICP mass spectrometry	C 10.50	Soil/Sedime nt/Waste	Metals-Waste	EPA 6020A
WATER-NA	CHEMISTRY	% water in waste matrices	A 23.10	Soil/Sedime nt/Waste	Metals-Waste	EPA 9000
FLASHPOINT	CHEMISTRY	Flashpoint in aqueous matrices.	A 23.10	Water	Metals-Water	EPA 1010A
W-HARD	CHEMISTRY	Hardness by calculation, in aqueous matrices, reported as mg/L CaCO3	A 15.75	Water	Metals-Water	SM 2340B
W-HARD-F	CHEMISTRY	Hardness by calculation, in dissolved aqueous matrices, reported as mg/L CaCO3	A 15.75	Water	Metals-Water	SM 2340B
W-ICP	CHEMISTRY	Total Recoverable Metals analysis using ICP emission spectroscopy for aqueous samples supporting Clean Water Act Projects	C 7.90	Water	Metals-Water	EPA 200.7 Rev. 4.4
W-ICP-F	CHEMISTRY	Metals, dissolved, in filtered aqueous samples using ICP emission spectroscopy.	C 7.90	Water	Metals-Water	EPA 200.7 Rev. 4.4
W-ICPMS	CHEMISTRY	Total Recoverable Metals analysis using ICP-MS for aqueous samples supporting Clean Water Act Projects	C 7.90	Water	Metals-Water	EPA 200.8 Rev. 5.4
W-ICPMS-F	CHEMISTRY	Metals, dissolved, in filtered, aqueous samples using ICP mass spectroscopy.	C 7.90	Water	Metals-Water	EPA 200.8 Rev. 5.4
W-ICPMS-R	CHEMISTRY	Total Recoverable Metals analysis using ICP-MS for aqueous samples supporting RCRA Projects	C 7.90	Water	Metals-Water	EPA 6020A
W-ICPMSR-F	CHEMISTRY	Metals, dissolved, in filtered, aqueous samples using ICP mass spectroscopy.	C 7.90	Water	Metals-Water	EPA 6020A

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
W-ICP-R	CHEMISTRY	Total Recoverable Metals analysis using ICP emission spectroscopy for aqueous samples supporting RCRA Projects	C 7.90	Water	Metals-Water	EPA 6010C
W-ICP-R-F	CHEMISTRY	Metals, dissolved, in filtered aqueous samples using ICP emission spectroscopy.	C 7.90	Water	Metals-Water	EPA 6010C
W-SI-ICP	CHEMISTRY	Silica in aqueous matrices as mg SiO2/L	C 7.90	Water	Metals-Water	EPA 200.7 Rev. 4.4
W-SI-ICP-F	CHEMISTRY	Silica, dissolved, filtered, aqueous matrices as mg SiO2/L	C 7.90	Water	Metals-Water	EPA 200.7 Rev. 4.4
ALKALINITY	CHEMISTRY	Alkalinity in aqueous matrices as mg CaCO3/L	A 9.45	Water	Nutrients-Liquid	SM 2320 B-97
TURBIDITY	CHEMISTRY	Turbidity in aqueous matrices	A 5.80	Water	Nutrients-Liquid	EPA 180.1 Rev. 2.0
W-AE-PH	CHEMISTRY	Air equilibrated pH measurement in water samples.	A 17.35	Water	Nutrients-Liquid	EPA 150.1, Air Equilibrated
WATER	CHEMISTRY	% water in aqueous waste matrices	A 23.10	Water	Nutrients-Liquid	EPA 9000
W-BR-IC	CHEMISTRY	Bromide in aqueous matrices	A 13.65	Water	Nutrients-Liquid	EPA 300.0
W-BR-IC-F	CHEMISTRY	Bromide in filtered aqueous matrices	A 13.65	Water	Nutrients-Liquid	EPA 300.0
W-CL-IC	CHEMISTRY	Chloride in aqueous matrices	A 13.65	Water	Nutrients-Liquid	EPA 300.0 Rev. 2.1
W-CL-IC-F	CHEMISTRY	Chloride, dissolved, in filtered, aqueous matrices	A 13.65	Water	Nutrients-Liquid	EPA 300.0 Rev. 2.1
W-CN	CHEMISTRY	Cyanide, total, in aqueous matrices	A 46.20	Water	Nutrients-Liquid	EPA 335.4 Rev. 1.0
W-CN-R	CHEMISTRY	Cyanide, total, in aqueous matrices	A 46.20	Water	Nutrients-Liquid	EPA 9012B
W-COLOR	CHEMISTRY	True Color measured at 450 nm	A 12.00	Water	Nutrients-Liquid	SM 2120 B
W-COND	CHEMISTRY	Specific Conductivity in aqueous matrices.	A 5.80	Water	Nutrients-Liquid	EPA 120.1
W-COND-F	CHEMISTRY	Specific Conductivity in aqueous matrices.	A 5.80	Water	Nutrients-Liquid	EPA 120.1
W-DIC	CHEMISTRY	Dissolved Inorganic Carbon in filtered, aqueous matrices using combustion/IR	A 27.85	Water	Nutrients-Liquid	SM 5310 W
W-DOC	CHEMISTRY	Dissolved Nonpurgeable Organic Carbon in filtered, aqueous matrices	A 13.65	Water	Nutrients-Liquid	SM 5310 B-00

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
W-F	CHEMISTRY	Fluoride in aqueous matrices, without distillation (not valid for NPDES monitoring)	A 9.45	Water	Nutrients-Liquid	SM 4500 F-C-97
W-F-F	CHEMISTRY	Fluoride, dissolved, in filtered aqueous matrices, without distillation (not valid for NPDES monitoring)	A 9.45	Water	Nutrients-Liquid	SM 4500 F-C-97
W-F-IC	CHEMISTRY	Fluoride in aqueous matrices using ion chromatography	A 13.65	Water	Nutrients-Liquid	EPA 300.0
W-NH3	CHEMISTRY	Ammonia in aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 350.1 Rev. 2.0
W-NH3-F	CHEMISTRY	Ammonia, dissolved, in filtered, aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 350.1 Rev. 2.0
W-NO2	CHEMISTRY	Nitrite in aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 353.2 Rev. 2.0
W-NO2-F	CHEMISTRY	Nitrite, dissolved, in filtered, aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 353.2 Rev. 2.0
W-NO2NO3	CHEMISTRY	Nitrite/Nitrate in aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 353.2 Rev. 2.0
W-NO2NO3-F	CHEMISTRY	Nitrite/Nitrate, dissolved, in filtered, aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 353.2 Rev. 2.0
W-NO3	CHEMISTRY	Nitrate by calculation in aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 353.2 Rev. 2.0
W-NO3-F	CHEMISTRY	Nitrate by calculation in filtered aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 353.2 Rev. 2.0
W-NO3-IC	CHEMISTRY	Nitrate in aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 300.0 Rev. 2.1
W-NO3-IC-F	CHEMISTRY	Nitrate, dissolved, in filtered aqueous matrices as mg N/L	A 13.65	Water	Nutrients-Liquid	EPA 300.0 Rev. 2.1
W-PH	CHEMISTRY	pH measurement in water samples.	A 5.80	Water	Nutrients-Liquid	SM 4500-H+ B-00
W-PO4-F	CHEMISTRY	Ortho-phosphate, dissolved, in filtered, aqueous matrices as mg P/L	A 13.65	Water	Nutrients-Liquid	EPA 365.1 Rev. 2.0
W-S-A-TP	CHEMISTRY	Total Phosphorus in aqueous matrices as mg P/L	A 21.00	Water	Nutrients-Liquid	EPA 365.1 Rev. 2.0
W-S-A-TP-F	CHEMISTRY	Total Phosphorus, dissolved, in	A 21.00	Water	Nutrients-Liquid	EPA 365.1 Rev. 2.0

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		filtered aqueous matrices as mg P/L				
W-SO4-IC	CHEMISTRY	Sulfate in aqueous matrices	A 13.65	Water	Nutrients-Liquid	EPA 300.0 Rev. 2.1
W-SO4-IC-F	CHEMISTRY	Sulfate, dissolved, in filtered, aqueous matrices	A 13.65	Water	Nutrients-Liquid	EPA 300.0 Rev. 2.1
W-TDS	CHEMISTRY	Total Dissolved Solids in aqueous matrices	A 7.90	Water	Nutrients-Liquid	SM 2540 C-97
W-TKN	CHEMISTRY	Total Kjeldahl Nitrogen in aqueous matrices	A 21.00	Water	Nutrients-Liquid	EPA 351.2 Rev. 2.0
W-TKN-F	CHEMISTRY	Total Kjeldahl Nitrogen, dissolved, in filtered, aqueous matrices	A 21.00	Water	Nutrients-Liquid	EPA 351.2 Rev. 2.0
W-TOC	CHEMISTRY	Nonpurgeable Organic Carbon in aqueous matrices	A 13.65	Water	Nutrients-Liquid	SM 5310 B-00
W-TS	CHEMISTRY	Total Solids in aqueous matrices	A 7.90	Water	Nutrients-Liquid	SM 2540 B-97
W-TSS	CHEMISTRY	Total Suspended Solids in aqueous matrices	A 7.90	Water	Nutrients-Liquid	SM 2540 D-97
S-CACO3	CHEMISTRY	Calcium Carbonate in solid matrices as mg CaCO3/Kg, based on EPA 310.1	A 28.90	Soil/Sedime nt/Waste	Nutrients-Solid	DEP-SOP-NU-021
S-CL-IC	CHEMISTRY	Chloride, extractable, in solid matrices	A 23.10	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 300.0 mod.
S-CN	CHEMISTRY	Cyanide, total, in solid matrices	A 57.75	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 9012B
S-MELT-PT	CHEMISTRY	Analysis of melting point in solid matrices	A 17.35	Soil/Sedime nt/Waste	Nutrients-Solid	Melting Point Analysis
S-NH3	CHEMISTRY	Ammonia, extractable, in solid matrices as mg N/Kg	A 23.10	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 350.1 Mod.
S-NO2NO3	CHEMISTRY	Nitrite/Nitrate, extractable, in solid matrices as mg N/Kg	A 23.10	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 353.2 mod.
S-PH	CHEMISTRY	pH measurement for soil and waste matrices	A 7.90	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 9045D
S-PO4	CHEMISTRY	Ortho-Phosphate, extractable, in solid matrices as mg P/Kg	A 23.10	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 365.1
S-SO4-IC	CHEMISTRY	Sulfate, extractable, in solid matrices	A 23.10	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 300.0 mod.
S-TKN	CHEMISTRY	Total Kjeldahl Nitrogen in solid matrices	A 34.65	Soil/Sedime nt/Waste	Nutrients-Solid	In-house (based on EPA 351.2)

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
S-TOC	CHEMISTRY	Percent Carbon in solid matrices	A 73.50	Soil/Sedime nt/Waste	Nutrients-Solid	DEP SOP: NU-076-1
S-TP	CHEMISTRY	Total Phosphorus in solid matrices	A 34.65	Soil/Sedime nt/Waste	Nutrients-Solid	In-house (based on EPA 365.4)
WAS-CL-IC	CHEMISTRY	Chloride in waste matrices	A 13.65	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 300.0
WAS-CN	CHEMISTRY	Cyanide, total, in waste matrices	A 57.75	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 9012B
WAS-NO3-IC	CHEMISTRY	Nitrate in waste matrices as mg N/L	A 13.65	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 300.0
WAS-SO4-IC	CHEMISTRY	Sulfate in waste matrices	A 13.65	Soil/Sedime nt/Waste	Nutrients-Solid	EPA 300.0
WAS-TKN	CHEMISTRY	Total Kjeldahl Nitrogen in solid waste matrices	A 34.65	Soil/Sedime nt/Waste	Nutrients-Solid	In-house (based on EPA 351.2)
WS-SP-GRAV	CHEMISTRY	Analysis of Specific Gravity	A 21.00	Soil/Sedime nt/Waste	Nutrients-Solid	Specific Gravity
DUMMYTEST	CHEMISTRY	Test used for link to Innovation Park Lab	A 105.00	Tissue	Overflow	EPA 8015
DUMMYTEST2	CHEMISTRY	Test used for link to Columbia Lab	A 105.00	Tissue	Overflow	EPA 8015
DUMMYTEST5	CHEMISTRY	Test used to remove link to Columbia Analytical Svcs, Jax	A 105.00	Tissue	Overflow	Not Applicable
OV-%WATER	CHEMISTRY	Percent water in solid matrices, analyzed by overflow lab	A 55.00	Soil/Sedime nt/Waste	Overflow	EPA 9000
OV-8015-A	CHEMISTRY	Non-halogenated volatiles (Alcohols only), preserved, in water matrix by overflow lab	A 90.00	Water	Overflow	EPA 8015
OV-8015C-W	CHEMISTRY	Non-halogenated volatiles in water matrix by overflow lab	A 180.00	Water	Overflow	EPA 8015
OV-8015-GY	CHEMISTRY	Non-halogenated Semivolatiles (Glycols), unpreserved, in water matrix by overflow lab	A 90.00	Water	Overflow	EPA 8015
OV-8015-W	CHEMISTRY	Non-halogenated volatiles in water matrices by STL-Savannah	A 105.00	Water	Overflow	EPA 8015
OV-8015-WS	CHEMISTRY	Non-halogenated volatiles in waste matrices by TestAmerica Savannah	A 105.00	Water	Overflow	EPA 8015
OV-8151-S	CHEMISTRY	Analysis of acid herbicides (8151)	A 120.00	Soil/Sedime	Overflow	EPA 8151

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		in soils by overflow lab		nt/Waste		
OV-8151-W	CHEMISTRY	Analysis of acid herbicides (8151) in water by overflow lab	A 120.00	Water	Overflow	EPA 8151
OV-8330-S	CHEMISTRY	Analysis of soil/sediment samples using EPA Method 8330	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8330
OV-AHB-S	CHEMISTRY	Chlorinated (phenoxy acid) herbicides in soil/sediment matrices by an overflow facility	A 120.00	Soil/Sedime nt/Waste	Overflow	EPA 8151A
OV-AHB-W-R	CHEMISTRY	Chlorinated (phenoxy acid) herbicides in water matrices by an overflow facility	A 120.00	Water	Overflow	EPA 8151A
OV-ALK-W	CHEMISTRY	Alkalinity in aqueous matrices analyzed by overflow lab	A 7.00	Water	Overflow	EPA 310.1
OV-ALPAH-T	CHEMISTRY	Semi-volatile PAHs in Tissue Samples by CAS Washington	A 410.00	Tissue	Overflow	EPA 8270C
OV-ALPAH-W	CHEMISTRY	Alkylated PAH analyses in water matrices by an overflow facility	A 120.00	Water	Overflow	EPA 8270C
OV-ALP-BET	CHEMISTRY	Gross Alpha and Gross Beta in water by overflow laboratory	A 70.00	Water	Overflow	EPA 900.0
OV-ALPHA	CHEMISTRY	Gross Alpha in water by overflow laboratory	A 26.00	Water	Overflow	EPA 900.0
OV-ALPHA-S	CHEMISTRY	Gross Alpha in solid samples by overflow lab	A 60.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-ALPH-SA	CHEMISTRY	Gross Alpha in water by overflow lab	A 40.00	Water	Overflow	EPA 900.0
OV-ALPH-TA	CHEMISTRY	Gross Alpha in water by overflow laboratory TestAmerica	A 26.00	Water	Overflow	EPA 900.0
OV-ALP-W-G	CHEMISTRY	Gross Alpha in water by overflow lab	A 26.00	Water	Overflow	EPA 900.0
OV-AMEN-CN	CHEMISTRY	Cyanide, amenable to chlorination, in liquid matrices, analyzed by overflow lab	A 50.00	Water	Overflow	Overflow
OV-AOX-W	CHEMISTRY	Adsorbable Organic Halides in Aqueous Matrices by an Overflow Lab	A 85.00	Water	Overflow	EPA 1650
OV-ASBES-S	CHEMISTRY	Analysis of asbestos in solid	A 0.00	Soil/Sedime	Overflow	Overflow

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		samples, by an overflow lab		nt/Waste		
OV-BETA	CHEMISTRY	Gross Beta in water by overflow laboratory	A 4.00	Water	Overflow	EPA 900.0
OV-BETA-S	CHEMISTRY	Gross Beta in solid samples by overflow lab	A 0.00	Soil/Sedime nt/Waste	Overflow	EPA 900.0
OV-BET-W-G	CHEMISTRY	Gross Beta in water by overflow lab	A 4.00	Water	Overflow	EPA 900.0
OV-BICARB	CHEMISTRY	Analysis of bicarbonate in water by overflow lab	A 7.00	Water	Overflow	Overflow
OV-BN625-W	CHEMISTRY	Semi-volatile organic pollutants, excluding PCBs and Toxaphene, in water by overflow lab.	A 182.50	Water	Overflow	EPA 625
OV-BNA-R-W	CHEMISTRY	Semi-volatile organic pollutants, excluding PCBs and Toxaphene, in water by overflow lab.	A 242.50	Water	Overflow	EPA 8270C
OV-BNA-S	CHEMISTRY	Semi-volatile organic pollutants, excluding PCBs and Toxaphene, in soil/sediments by overflow lab.	A 242.50	Soil/Sedime nt/Waste	Overflow	Overflow
OV-BOLST-S	CHEMISTRY	Analysis of Bolstar (sulprofos) in soil/sediment by overflow lab	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8141A
OV-BOLST-W	CHEMISTRY	Analysis of bolstar (sulprofos) in water by overflow lab.	A 100.00	Water	Overflow	EPA 622
OV-BRMDE-W	CHEMISTRY	Bromide in aqueous matrices analyzed by overflow lab	A 18.00	Water	Overflow	EPA 300.1 Rev. 1.0
OV-BURN-RT	CHEMISTRY	Burn rate in solid matrices, analyzed by overflow lab	A 30.00	Soil/Sedime nt/Waste	Overflow	1030
OV-CAPFL-S	CHEMISTRY	Analysis of captafol and chlorobenzilate in soil/sediment by overflow lab	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8081
OV-CAPFL-W	CHEMISTRY	Analysis of captafol and chlorobenzilate in water by overflow lab	A 100.00	Water	Overflow	EPA 8081
OV-CAPTAN	CHEMISTRY	Captan Analysis by Overflow Lab	A 100.00	Water	Overflow	EPA 617
OV-CAPTN-S	CHEMISTRY	Captan Analysis in Sediments by Overflow Lab	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8081
OV-CARB-S	CHEMISTRY	Carbamates in sediment matrices by overflow lab	A 136.00	Soil/Sedime nt/Waste	Overflow	EPA 630

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
OV-CARB-W	CHEMISTRY	Dithiocarbamate in water matrice by overflow lab	A 120.00	Water	Overflow	EPA 630
OV-CAT-EXC	CHEMISTRY	Analysis of cation exchange capacity in soil by overflow lab	A 80.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-CHLRD-S	CHEMISTRY	Chloride in solid matrices analyzed by overflow lab	A 20.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-CHLRD-W	CHEMISTRY	Chloride in aqueous matrices analyzed by overflow lab	A 20.00	Water	Overflow	Overflow
OV-CHRO-VI	CHEMISTRY	Analysis of Chromium VI in water by overflow lab.	A 50.00	Water	Overflow	EPA 7196
OV-CLB-S-T	CHEMISTRY	Organochlorine pesticides in sediment matrices by an TestAmerica Tampa	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8081/8082
OV-CLPCB-S	CHEMISTRY	Organochlorine pesticides and PCBs in sediment matrices analyzed by overflow lab.	A 100.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-CLPCB-W	CHEMISTRY	Organochlorine pesticides and PCBs in water matrices analyzed by overflow lab.	A 100.00	Water	Overflow	Overflow
OV-CN-RCRA	CHEMISTRY	Cyanide, total, in aqueous matrices, analyzed by TestAmerica	A 37.64	Water	Overflow	EPA 9012B
OV-CN-S	CHEMISTRY	Cyanide, total, in solid matrices, analyzed by TestAmerica	A 37.64	Soil/Sedime nt/Waste	Overflow	EPA 9012B
OV-CN-W	CHEMISTRY	Cyanide, total, in aqueous matrices, analyzed by TestAmerica	A 37.64	Water	Overflow	EPA 335.4
OV-COD	CHEMISTRY	Chemical Oxygen Demand by STL- Tallahassee	A 20.00	Water	Overflow	SM 5220C
OV-COD-TAS	CHEMISTRY	Chemical Oxygen Demand by TestAmerica - Savannah	A 20.00	Water	Overflow	SM 5220D
OV-COD-TMP	CHEMISTRY	Chemical Oxygen Demand by STL- Tampa	A 20.00	Water	Overflow	SM 5220C
OV-CORROSV	CHEMISTRY	Corrosivity (pH) measurement for waste matrices analyzed by TestAmerica, Savannah.	A 23.52	Soil/Sedime nt/Waste	Overflow	EPA 9040
OV-CORR-W	CHEMISTRY	Corrosivity (pH) measurement for water matrices analyzed by TestAmerica, Savannah.	A 23.52	Water	Overflow	EPA 9040

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
OV-CRVI-S	CHEMISTRY	Analysis of Chromium VI in soil/sediment matrices by overflow lab.	A 50.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-CRVI-W	CHEMISTRY	Analysis of Chromium VI in water by overflow lab.	A 100.00	Water	Overflow	EPA 7196
OV-DIOX-SC	CHEMISTRY	Analysis of Dioxin in soil by Columbia Analytical Services	A 588.00	Soil/Sedime nt/Waste	Overflow	EPA 8290
OV-DIOX-WC	CHEMISTRY	Analysis of Dioxin in water matrices by ALS	A 588.00	Water	Overflow	EPA 8290
OV-DISS-GS	CHEMISTRY	Dissolved Light Gases (C1-C3), Diss CH4, Isotopes 12C and 13C in water matrices by Isotech Labs	A 110.00	Water	Overflow	RSK-175
OV-DOS-W	CHEMISTRY	Analysis of dioctylsulfosuccinate-NA in seawater by an overflow lab - LC/MS/MS	A 350.00	Water	Overflow	LC/MS/MS
OV-DRO-W	CHEMISTRY	Total Petroleum Hydrocarbons - Diesel Range Organics (C10-C28) in water by TestAmerica	A 40.00	Water	Overflow	EPA 8015C
OV-E-GLY-S	CHEMISTRY	Analysis of ethylene glycol in waste liquid, solid or semi-solid matrices by overflow laboratory	A 122.50	Soil/Sedime nt/Waste	Overflow	Overflow
OV-E-GLY-W	CHEMISTRY	Analysis of ethylene glycol in water matrices by STL-Savannah	A 75.00	Water	Overflow	EPA 8015C
OV-ELISA-W	CHEMISTRY	Microcystins in water matrices by overflow lab using ADDA ELISA	A 125.00	Water	Overflow	ADDA ELISA
OV-FEII-W	CHEMISTRY	Analysis of Ferrous Iron in water by overflow lab.	A 28.00	Water	Overflow	SM 3500 FE D
OV-FLASHPT	CHEMISTRY	Flashpoint in liquid waste matrices, analyzed by overflow lab	A 37.64	Soil/Sedime nt/Waste	Overflow	EPA 1010
OV-FLSH-TA	CHEMISTRY	Ignitability in liquid matrices, analyzed by overflow lab	A 40.00	Soil/Sedime nt/Waste	Overflow	EPA 1010
OV-FL-W	CHEMISTRY	Fluoride in aqueous matrices analyzed by overflow lab.	A 7.00	Water	Overflow	Overflow
OV-FORMALD	CHEMISTRY	Analysis of formaldehyde in water by TestAmerica Tallahassee	A 175.00	Water	Overflow	EPA 8315
OV-FORMA-S	CHEMISTRY	Analysis of formaldehyde in sediment/soil matrices by overflow	A 160.00	Soil/Sedime nt/Waste	Overflow	Overflow

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		lab				
OV-GEMIT-S	CHEMISTRY	Gamma Emitters in Soil by Overflow Lab	A 120.00	Soil/Sedime nt/Waste	Overflow	DOE 4.5.2.3
OV-GEMIT-W	CHEMISTRY	Gamma Emitters in Water by an Overflow Lab	A 110.00	Water	Overflow	Overflow
OV-HYDRZ-W	CHEMISTRY	Analysis of hydrazine by a non- contract overflow lab	A 42.00	Water	Overflow	Overflow
OV-ICP-W	CHEMISTRY	Metals analysis by overflow lab in aqueous samples using ICP emission spectroscopy.	C 7.00	Water	Overflow	6010
OV-IGNITE	CHEMISTRY	Ignitability in solid matrices, analyzed by overflow lab	A 37.64	Soil/Sedime nt/Waste	Overflow	EPA 1030
OV-LCMS-W	CHEMISTRY	Analysis of explosives by overflow lab using LC Mass Spec	A 245.00	Water	Overflow	Overflow
OV-LI-W	CHEMISTRY	Lithium using ICP-MS for aqueous samples supporting RCRA Projects	C 30.00	Water	Overflow	EPA 6020
OV-MBAS-W	CHEMISTRY	MBAS in water by TestAmerica Savannah	A 50.00	Water	Overflow	SM5540C
OV-MCYST-W	CHEMISTRY	Microcystins in water matrices by overflow lab using ADDA ELISA	A 125.00	Water	Overflow	EPA 8321B
OV-METHANL	CHEMISTRY	Analysis of methanol in water by an overflow facility	A 170.00	Water	Overflow	Overflow
OV-M-VPH-S	CHEMISTRY	Analysis of volatile petroleum hydrocarbons in soil/sediments by overflow lab using the Massachusetts DEP Method	A 87.50	Soil/Sedime nt/Waste	Overflow	MA DEP Method - VPH
OV-M-VPH-W	CHEMISTRY	Analysis of volatile petroleum hydrocarbons in water by overflow lab using the Massachusetts DEP Method	A 100.00	Water	Overflow	MA DEP Method - VPH
OV-NALED	CHEMISTRY	Naled Analysis of Tissue Samples by Outside Lab	A 0.00	Tissue	Overflow	Dept. of Agriculture Analysis Method
OV-NH3-S	CHEMISTRY	Ammonia in solid matrices analyzed by overflow lab.	A 10.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-NH3-W	CHEMISTRY	Ammonia in aqueous matrices analyzed by overflow lab.	A 10.00	Water	Overflow	Overflow

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
OV-NITRO-S	CHEMISTRY	Nitroglycerin in soil/sediment matrices by TestAmerica Tallahassee	A 180.00	Soil/Sedime nt/Waste	Overflow	EPA 8330
OV-NITRO-W	CHEMISTRY	Nitroglycerin in water matrices by TestAmerica Tallahassee	A 180.00	Water	Overflow	EPA 8330
OV-NO2-W	CHEMISTRY	Nitrite, in aqueous matrices, analyzed by STL-Tallahassee	A 15.00	Water	Overflow	EPA 354.1
OV-NO3-W	CHEMISTRY	Nitrate in aqueous matrices by subtraction, analyzed by STL- Tallahassee	A 21.00	Water	Overflow	EPA 353.2
OV-NO3-W-S	CHEMISTRY	Nitrate, in aqueous matrices, analyzed by STL-Savannah, by subtraction	A 10.00	Water	Overflow	Overflow
OV-NO3-W-T	CHEMISTRY	Nitrate, in aqueous matrices, analyzed by STL-Tampa, by subtraction	A 10.00	Water	Overflow	EPA 353.2
OV-NOX-S	CHEMISTRY	Nitrite/Nitrate in solid matrices analyzed by overflow lab	A 12.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-NOX-W	CHEMISTRY	Nitrite/Nitrate in aqueous matrices analyzed by overflow lab	A 12.00	Water	Overflow	EPA 353.2
OV-NP614-W	CHEMISTRY	Organonitrogen and phosphorus pesticides in water matrices by an overflow facility	A 100.00	Water	Overflow	EPA 614
OV-NP619-W	CHEMISTRY	Organonitrogen and phosphorus pesticides in water matrices by an overflow facility	A 100.00	Water	Overflow	EPA 619
OV-OILG-LQ	CHEMISTRY	Oil and grease analysis in liquid samples by overflow lab	A 60.00	Soil/Sedime nt/Waste	Overflow	EPA 1664
OV-OILGR-W	CHEMISTRY	Oil and grease analysis in water by TestAmerica Savannah	A 60.00	Water	Overflow	EPA 1664
OV-OIL-G-S	CHEMISTRY	Oil and grease analysis in soil/sediment by TestAmerica Savannah	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 1664
OV-OILG-WS	CHEMISTRY	Oil and grease analysis in waste samples byTestAmerica Savannah	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 9071
OV-ORG-HAL	CHEMISTRY	Analysis of total organic halogens in oily matrices by overflow lab.	A 100.00	Soil/Sedime nt/Waste	Overflow	Overflow

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
OV-PAH-S	CHEMISTRY	Semi-volatile PAHs by overflow lab.	A 120.00	Soil/Sedime nt/Waste	Overflow	EPA 8270C
OV-PAH-SED	CHEMISTRY	Semi-volatile PAHs in soil and sediment by TestAmerica Savannah.	A 120.00	Soil/Sedime nt/Waste	Overflow	EPA 8270C
OV-PAH-WAS	CHEMISTRY	Semi-volatile PAHs by overflow lab.	A 120.00	Soil/Sedime nt/Waste	Overflow	EPA 8270C
OV-PAH-WS	CHEMISTRY	Semi-volatile PAHs by overflow lab.	A 120.00	Soil/Sedime nt/Waste	Overflow	EPA 8270C
OV-PC608-W	CHEMISTRY	Organochlorine pesticides in water matrices by an overflow facility	A 100.00	Water	Overflow	EPA 608
OV-PCBCL-S	CHEMISTRY	Organochlorine pesticides in sediment matrices by an overflow facility	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8081A
OV-PCB-S	CHEMISTRY	PCBs in soil/sediment matrices analyzed by overflow lab.	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8082
OV-PCB-S-T	CHEMISTRY	PCBs in soil/sediment matrices analyzed by TestAmerica Tampa	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8082
OV-PCL-S-T	CHEMISTRY	Organochlorine pesticides in sediment matrices by an TestAmerica Tampa	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8081A
OV-PCL-W-R	CHEMISTRY	Organochlorine pesticides in water matrices by an overflow facility	A 100.00	Water	Overflow	EPA 8081A
OV-PDQUT-S	CHEMISTRY	Diquat and paraquat in sediment matrices by an overflow facility	A 200.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-PDQUT-W	CHEMISTRY	Diquat and paraquat in water matrices by overflow lab	A 125.00	Water	Overflow	Overflow
OV-PERCL-W	CHEMISTRY	Perchlorate in aqueous matrices analyzed by TestAmerica Savannah	A 70.00	Water	Overflow	Overflow
OV-PH-WAS	CHEMISTRY	pH measurement for waste matrices by overflow lab	A 5.00	Soil/Sedime nt/Waste	Overflow	EPA 9040
OV-PNP-W-R	CHEMISTRY	Organonitrogen and phosphorus pesticides in water matrices by an overflow facility	A 100.00	Water	Overflow	EPA 8141A
OV-PO-210	CHEMISTRY	Polonium-210 (HASL 300) by overflow laboratory TA Richland, WA	A 120.00	Water	Overflow	HASL 300

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
OV-PO4-W	CHEMISTRY	Ortho-phosphate in aqueous matrices analyzed by overflow lab	A 10.00	Water	Overflow	EPA 365.1
OV-PRCHL-W	CHEMISTRY	Perchlorate in aqueous matrices analyzed by STL-Denver	A 200.00 Water		Overflow	Overflow
OV-PSCL-S	CHEMISTRY	Organochlorine pesticides in sediment matrices by an overflow facility	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8081A
OV-PSCL-W	CHEMISTRY	Organochlorine pesticides in sediment matrices analyzed by overflow lab.	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8081
OV-PSN-S-R	CHEMISTRY	Organonitrogen and phosphorus pesticides in soil/sediment matrices by an overflow facility	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8141A
OV-PSN-S-T	CHEMISTRY	Organonitrogen and phosphorus pesticides in soil/sediment matrices by TestAmerica Tampa	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 8141A
OV-RAD226	CHEMISTRY	Radium 226 (EPA 903.1) by overflow laboratory TA Richland WA	A 138.00	Water	Overflow	EPA 903.1
OV-RAD228	CHEMISTRY	Radium 228 (EPA 904.0) by overflow laboratory TA Tallahassee	A 138.00	Water	Overflow	EPA 904.0
OV-RADI-SA	CHEMISTRY	Radium 226 and 228 by overflow lab	A 220.00	Water	Overflow	Overflow
OV-RADIUM	CHEMISTRY	Radium 226 (EPA 903.1) and 228 (EPA 904.0) by Florida Radiochem	A 138.00	Water	Overflow	EPA 903.1 and Ra-05
OV-RADM-S	CHEMISTRY	Radium 226 and 228 in solid samples by outside lab	A 192.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-RAD-W-G	CHEMISTRY	Radium 226 and 228 by overflow lab	A 138.00	Water	Overflow	Overflow
OV-REACTIV	CHEMISTRY	Reactivity analysis (from RCRA) of waste samples by overflow lab	A 100.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-RN-222	CHEMISTRY	Radon-222 (EPA 913.0) by overflow laboratory TA Richland, WA	A 100.00	Water	Overflow	EPA 913.0
OV-RSK-175	CHEMISTRY	Dissolved Light Hydrocarbons in water matrices by Test America, Pensacola	A 110.00	Water	Overflow	RSK-175
OV-SET-SOL	CHEMISTRY	Analysis of settleable solids by an overflow laboratory	A 20.00	Water	Overflow	SM 2540F

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
OV-SF6-UM	CHEMISTRY	Analysis of CFCs and SF6 in water by electron capture detection.	A 0.00	Water	Overflow	Overflow
OV-SULFD-W	CHEMISTRY	Sulfide in aqueous matrices by Contract Lab - TestAmerica	A 23.52	Water	Overflow	SM 4500-S F
OV-SULFR-W	CHEMISTRY	Total Sulfur in water matrix by overflow laboratory	A 50.00	Water	Overflow	EPA 300.0 mod.
OV-SULFT-W	CHEMISTRY	Sulfate in aqueous matrices analyzed by overflow lab.	A 7.00	Water	Overflow	Overflow
OV-SULFUR	CHEMISTRY	Analysis of total sulfur, in soils or oily samples, by overflow lab	A 100.00	Soil/Sedime nt/Waste	Overflow	Overflow
OV-TCLP-HG	CHEMISTRY	Mercury in TCLP analyzed by an overflow laboratory	A 150.00	Soil/Sedime nt/Waste	Overflow	EPA 1311
OV-TDS	CHEMISTRY	Total Dissolved Solids in aqueous matrices analyzed by overflow lab	A 7.00	Water	Overflow	EPA 160.1
OV-TKN-W	CHEMISTRY	Total Kjeldahl Nitrogen in aqueous matrices analyzed by overflow lab	A 28.00	Water	Overflow	EPA 351.2
OV-TO14-A	CHEMISTRY	TO-14 analysis of air by an overflow facility	A 250.00	Air	Overflow	Overflow
OV-TO15/16	CHEMISTRY	TO-15/16 analysis of air by an overflow facility	A 250.00	Air	Overflow	Overflow
OV-TOC-S	CHEMISTRY	TOC, in solid matrices, analyzed by overflow laboratory	A 50.00	Soil/Sedime nt/Waste	Overflow	EPA-CE (Walkley-Black)
OV-TOC-S-S	CHEMISTRY	TOC, in solid matrices, analyzed by TestAmerica Savannah	A 72.00	Soil/Sedime nt/Waste	Overflow	EPA 9060 Single
OV-TOC-W	CHEMISTRY	TOC, in water matrices, analyzed by overflow laboratory	A 30.00	Water	Overflow	Overflow
OV-TPH-DRO	CHEMISTRY	Total Petroleum Hydrocarbons - Diesel Range Organics in water by GCAL	A 39.60	Water	Overflow	EPA 8015C
OV-TPH-GRO	CHEMISTRY	Total Petroleum Hydrocarbons - Gasoline Range Organics in water by GCAL	A 29.70	Water	Overflow	EPA 8015C
OV-TPH-ORO	CHEMISTRY	Total Petroleum Hydrocarbons - Oil Range Organics in water by GCAL	A 39.60	Water	Overflow	EPA 8015C
OV-TP-W	CHEMISTRY	Total Phosphorus Analysis in Water by Overflow Lab	A 25.00	Water	Overflow	EPA 365

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
OV-TRITIUM	CHEMISTRY	Tritium by EPA 906.0 by overflow lab	A 90.00	Water	Overflow	EPA 906.0
OV-TRPH-S	CHEMISTRY	TRPH in Soil or Sediment by Overflow Lab	A 100.00 Soil/Sedime O nt/Waste		Overflow	FL-PRO
OV-TRPH-W	CHEMISTRY	TRPH Analysis in Water by Overflow Lab	A 100.00	Water	Overflow	FL-PRO
OV-TRPH-WS	CHEMISTRY	TRPH in waste by Overflow Lab	A 100.00	Soil/Sedime nt/Waste	Overflow	FL-PRO
OV-TSS	CHEMISTRY	Total Suspended Solids in aqueous matrices analyzed by overflow lab	A 7.00	Water	Overflow	EPA 160.2
OV-TS-S-OH	CHEMISTRY	Total Solids in solid matrices analyzed by TestAmerica-North Canton	A 20.00	Soil/Sedime nt/Waste	Overflow	EPA 160.3
OV-UREAHRB	CHEMISTRY	Urea herbicides and Imidacloprid in water matrices by overflow lab	A 100.00	Water	Overflow	EPA 632
OV-UREA-S	CHEMISTRY	Urea herbicides in sediment matrices by overflow lab	A 100.00	Soil/Sedime nt/Waste	Overflow	EPA 632
OV-VOC-S	CHEMISTRY	Volatile organic pollutants in sediment matrices by an overflow lab.	A 90.00	Soil/Sedime nt/Waste	Overflow	EPA 8260B
OV-VOC-W	CHEMISTRY	Volatile organic pollutants in water matrices by overflow lab.	A 90.00	Water	Overflow	EPA 8260
OV-VOL-SLD	CHEMISTRY	Analysis of volatile solids by TestAmerica Tallahassee	A 21.00	Water	Overflow	SM 2540E
OV-WATER	CHEMISTRY	Percent water using the Karl Fisher Titration by TestAmerica-Mobile	A 20.00	Soil/Sedime nt/Waste	Overflow	ASTM E203-75(86)
OV-W-PAH-R	CHEMISTRY	PAH analyses in water matrices by an overflow facility	A 120.00	Water	Overflow	EPA 8270C
OV-W-VOC-R	CHEMISTRY	Volatile organic pollutants in acid preserved water by an overflow facility	A 90.00	Water	Overflow	EPA 8260C
S-8260B-AA	CHEMISTRY	Acrylonitrile and Acrolein in sediment matrices using GC/MS	A 89.25	Soil/Sedime nt/Waste	VOC-Waste	EPA 8260C
SPLP-VOC	CHEMISTRY	Volatile organic pollutants in SPLP samples using GC/MS	A 210.00	Soil/Sedime nt/Waste	VOC-Waste	EPA 8260C
S-VOC-MS	CHEMISTRY	Volatile organic pollutants in soil	A 94.50	Soil/Sedime	VOC-Waste	EPA 8260C

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		matrix using GC/MS (heated purge - low level)		nt/Waste		
S-VOC-MS-X	CHEMISTRY	Volatile organic pollutants in soil matrix using GC/MS (extraction - high level)	A 110.25	Soil/Sedime nt/Waste	VOC-Waste	EPA 8260C
TCLP-VOC	CHEMISTRY	Volatile organic pollutants in TCLP samples using GC/MS	A 210.00	Soil/Sedime nt/Waste	VOC-Waste	EPA 1311/8260C
WAS-VOC-MS	CHEMISTRY	Volatile organic pollutants in waste matrices using GC/MS	A 110.25	Soil/Sedime nt/Waste	VOC-Waste	EPA 8260C
W-1-4-DIOX	CHEMISTRY	1,4-Dioxane in Aqueous Matrices by GC/MS using SIM	A 100.00	Water	VOC-Water	EPA 522
W-624-AA	CHEMISTRY	Acrylonitrile and Acrolein in water matrices using GC/MS	A 68.25	Water	VOC-Water	EPA 624
W-8015C	CHEMISTRY	Non-halogenated volatiles in water matrix by modified EPA 8015C (GC/MS).	A 105.00	Water	VOC-Water	EPA 8015 Modified
W-8015C-GY	CHEMISTRY	Glycols in water matrix by modified EPA 8015C (GC/MS).	A 105.00	Water	VOC-Water	EPA 8015 Modified
W-8260-AA	CHEMISTRY	Acrylonitrile and Acrolein in water matrices using GC/MS	A 68.25	Water	VOC-Water	EPA 8260C
W-8260B-HP	CHEMISTRY	Volatile organic pollutants in water matrices using GC/MS - heated purge	A 84.00	Water	VOC-Water	EPA 8260C
W-ETHYL-AC	CHEMISTRY	Ethyl Acetate in water matrix by modified EPA 8260C (GC/MS).	A 105.00	Water	VOC-Water	EPA 8260C
W-FUMGNT	CHEMISTRY	Volatile organic pollutants in water matrices using GC/MS/SIM	A 84.00	Water	VOC-Water	EPA 8260C
W-FUMGNT-A	CHEMISTRY	Fumigant pollutants in acid preserved water matrices using GC/MS/SIM	A 84.00	Water	VOC-Water	EPA 8260C
W-VOC-A-R	CHEMISTRY	Volatile organic pollutants in acid preserved water matrices using GC/MS	A 84.00	Water	VOC-Water	EPA 8260C
W-VOC-MS	CHEMISTRY	Volatile organic pollutants in water matrices using GC/MS	A 84.00	Water	VOC-Water	EPA 624
W-VOC-MS-A	CHEMISTRY	Volatile organic pollutants in acid preserved water matrices using	A 84.00	Water	VOC-Water	EPA 624

IDENTITY	GROUP_ID	DESCRIPTION	CHARGECODE	MATRIX	ANALYSIS_GROUP	METHOD
		GC/MS [do not use until new 624 updates]				
W-VOC-R	CHEMISTRY	Volatile organic pollutants in water matrices using GC/MS	A 84.00	Water	VOC-Water	EPA 8260C
FIELDPARMS	FIELDPARMS	Sample field parameters.	A 0.00	Water	Field-Parameters	Calculated
PCT-SOLID	FIELDPARMS	Percent solid determination before the other sample preparations.	A 0.00	Soil/Sedime nt/Waste	Field-Parameters	SM 2540 G (20th)

# Leon County Board of County Commissioners

Notes for Agenda Item #14

# Leon County Board of County Commissioners

## Agenda Item #14

October 24, 2017

**To:** Honorable Chairman and Members of the B¢ard

From: Vincent S. Long, County Administrator

Title: Status Update on Short-Term Rental Platforms in Leon County

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

#### **Statement of Issue:**

As requested by the Board following its approval of a Voluntary Collection Agreement with Airbnb on May 23, 2017 to remit Tourist Development Taxes, this item provides a status update on opportunities to secure voluntary collection agreements with other short-term rental platforms that have a market share in Leon County.

#### Fiscal Impact:

This item has no current fiscal impact.

#### **Staff Recommendation:**

Option #1: Accept the status update on short-term rental platforms in Leon County.

#### **Report and Discussion**

#### **Background:**

On May 23, 2017 the Board approved a Voluntary Collection Agreement with Airbnb for the collection of Tourist Development Taxes (TDT). The increased use of online short-term rental platforms in recent years has created unique challenges for local governments regarding the enforcement of short-term rental providers collecting and remitting TDT. Subsequently, staff negotiated terms and conditions for an agreement with Airbnb, the largest short-term rental platform, to ensure the prospective collection and remittance of TDT to Leon County. Leon County is among nearly 40 other Florida counties that have entered in to a voluntary agreement with Airbnb. As a result, Leon County is projected to collect an additional \$46,000 in TDT revenue for FY 2018.

Following the approval of the agreement, the Board requested staff to explore opportunities to secure voluntary collection agreements with other providers such as HomeAway/VRBO, Flipkey, TripAdvisor, Gameday Housing, Rent Like a Champion, and Booking.com. The analysis compares and contrasts how these popular online platforms operate and provides samples of their market share in Leon County.

#### Analysis:

Section 125.0104, Florida Statutes allows local governments to enact ordinances to impose TDT on the renting, leasing, or letting of accommodations for six months or less. By Ordinance, Leon County levies all five cents authorized by state law on overnight stays. TDT is to be charged by the property owner receiving the consideration collected from the lessee, tenant, or customer at the time of payment. The property owner receiving the consideration then accounts for and remits TDT to the Tax Collector.

In the continuously evolving market of web-based booking platforms and the sharing economy, residential property owners are competing for business with traditional hotels by renting out their home, or a single room, to overnight guests for a little extra money. In some cases, real estate professionals and property managers utilize these rental platforms to mitigate the cost of vacant and investment properties. As with most new technologies, the regulatory framework has not kept pace which has resulted in numerous litigation battles in an attempt to clarify roles and responsibilities for short-term rental platforms. Further delaying an adequate regulatory framework is the variety of different business models employed by these websites. Many companies consider their online platforms to be akin to matchmaker services or classified ads, simply pairing hosts and renters for a nominal fee/commission for the transaction. These booking suppliers thereby denounce any responsibility because they do not collect the financial consideration for the nightly lodging, thereby renouncing any responsibility with regard to TDT and placing the host property owner with the obligation to collect and remit these taxes.

Fortunately, Airbnb has been aggressively pursuing agreements with individual jurisdictions across the country and state revenue agencies, including the Florida Department of Revenue, to voluntarily collect and remit taxes on a prospective basis. Leon County welcomed the

opportunity to capture a share of the uncollected TDT generated by the largest online short-term rental platform in the local market and negotiated a Voluntary Collection Agreement with Airbnb to ensure the prospective remittance of TDT.

Based on the Board's direction to explore the opportunity to secure voluntary collection agreements with other providers, staff first conferred with the Florida Association of Destination Marketing Organizations who confirmed that Airbnb is the only platform operating in Florida that is executing collection agreements at this time.

To assess the local market for short-term rentals of residential properties, staff identified other prominent, national, short-term rental brands including HomeAway/VRBO, Flipkey, TripAdvisor, Gameday Housing, Rent Like a Champion, and Booking.com to gauge their market share in Leon County. For this analysis, staff compared the number of online available listings for each provider across six separate booking dates during Fall 2017. Table #1 illustrates the number of short-term rentals available as of September 5, 2017 for each online platform, excluding traditional hotel properties, but does not capture the total number of listings that may have been booked prior to September 5th. Determining the actual share of the market among these brands is difficult since many of the home owners list properties on multiple platforms. However, as shown on the data cited in this survey, Airbnb listings account for 84% of the non-FSU Football Weekends and 93% of Weekday listings.

To compare and contrast the number of available local listings on these national websites, staff sought availability data for select dates throughout the Fall of 2017 and identified the following search parameters to fully capture a sense of the market:

- Two-night weekend stays (Friday and Saturday) that coincide with an FSU home game.
  - Staff intentionally selected one high profile game against the University of Louisville and a lower profile game against Delaware State University.
- Two-night weekend stays (Friday and Saturday) that do not coincide with a home FSU football game.
- Individual weeknight stay during a scheduled legislative committee week.
- Individual weeknight stay that does not coincide with a legislative committee week.

As illustrated in Table #1, Airbnb accounted for the majority of the total listings available with an average of over 176 properties available per search, 123 properties on weeknights and over 200 rentals on three of the four weekends surveyed by staff. As anticipated, there were significantly less listings available the weekend of the Louisville game (95 listings) than the other three weekends (average of 238 listings) suggesting that visitors for this game may have already booked overnight stays through Airbnb. Likewise for HomeAway and VRBO, which is one company owned by industry giant Expedia and therefore shares the same online platform and identical listings, making it the second most utilized platform for listing short-term rentals in Leon County. HomeAway/VRBO had an average of 25 rentals available per search with only three properties remaining for the FSU football game against Louisville. As a higher profile game of the season, it is likely that Airbnb and HomeAway/VRBO listings were booked prior to the analysis.

		Number of Listings Available					
		Football Weekends		Non- FSU Football Weekends		kdays	
Platform	Friday & Saturday	Friday & Saturday	Friday & Saturday	Friday & Saturday	Thursday (CW)	Wednesday	
Flattorin	10/20 & 10/21 *	11/17 & 11/18 **	09/29 & 09/30	10/27 & 10/28	10/12	11/01	
Airbnb	95	224	236	253	107	139	
HomeAway/VRBO	3	26	35	35	4	8	
Gameday Housing	10	17	0	0	1	2	
Rent Like a Champion	47	65	0	0	0	0	
TripAdvisor	0	10	2	2	0	1	
Flipkey	1	5	7	9	0	1	
Booking.com (Priceline)	0	0	1	0	1	1	

*Table #1: Available Short-Term Residential Rental Listings in Leon County as of September 5, 2017.* 

* Weekend of high profile home Florida State football game against Louisville

** Weekend of lower profile home Florida State football game against Delaware State

(CW) Weekday during a Florida Legislature committee week.

Some online platforms cater to specialty markets with seasonal demands such as beach or skiing communities as well as professional sporting events and collegiate athletics. In Leon County, platforms such as Rent Like a Champion and Gameday Housing tailor their marketing efforts and listings to collegiate football fans with minimal, if any, listings available on weekdays or non-game weekends. Based on the findings illustrated in Table #1, these websites offered a significant amount of listings for home game weekends but much less than the number of properties available through Airbnb.

The demand for weeknight accommodations can fluctuate greatly much like the weekend demand based on events and activities taking place in the community. Many of the short-term rental listings in the local market require a two night stay and offer weekly and monthly discounts to visitors wishing to stay in Leon County for extended periods of time. The weekday listings for both Airbnb and HomeAway/VRBO reflected less availability on Thursday, October 12th, which coincides with a scheduled legislative committee week, than Wednesday, November 1st when no legislative activity is planned. For November 1st, Airbnb showed 21% more listings and HomeAway/VRBO shows 100% more listings (from four to eight listings).

Given the seasonality of the part-time Florida Legislature, residential properties within commuting distance of the Capitol are attractive options for legislators, staff, lobbyists, and advocacy groups that must regularly travel to Leon County throughout the year. Conversely, some of these part-time residents may own property in Leon County and seek to list it on shortterm rental websites while they are not required to be in town for legislative business. The volatile demand associated with weekend football games, legislative committee weeks, and the legislative session fosters a bountiful short-term rental market which may also contribute to the higher number of available listings on the non-committee week date.

The remaining platforms of TripAdvisor, Flipkey, and Booking.com do not have a substantial market share for residential property listings (or non-commercial lodging) in Leon County. TripAdvisor owns several subsidiaries including Holiday Lettings, House Trip, and FlipKey which is included in Table #1. The listing results for TripAdvisor and Flipkey (a subsidiary for Trip Advisor Rentals) do not mirror each other because Flipkey focuses on residential property listings while TripAdvisor has traditionally offered a portfolio of commercial hotel listings. Booking.com, with only one residential listing, requires the property owner to collect and remit all taxes. The one home in Leon County listed on Booking.com disclosed the appropriate amount of state and local taxes that would be collected including the TDT.

Online travel agencies (OTA) traditionally represent commercial properties (hotels, motels, resorts), accept payment on their behalf, and have the authority to instantly confirm a reservation through a secure interface with the hotel corporation's online reservation network. In short, OTAs are formal agents for commercial hotels and motels, airlines, and car rental companies. A common alternative model for short-term residential rentals include Home Away, VRBO, Flipkey, Gameday Housing, and Rent Like a Champion which pairs hosts and renters for a nominal fee, is often transacted by a third party payment service, and assigns the responsibility to collect and remit TDT to the host property owner. Unlike the OTAs, booking supplier platforms require the acceptance or confirmation by the host property owners in order to finalize the reservation which can take anywhere from 24 to 48 hours depending on the website. In summary, all online platforms receive a booking fee/commission for the transaction and at this time Airbnb is the only platform that has voluntarily agreed to collect and remit state and local taxes on behalf of the property owner. All other platforms require the property owner to collect and remit all taxes.

As the industry evolves and online platforms are acquired by their competitors, they are continually testing new business models to generate revenue but these changes may come with new requirements. For example, HomeAway bought VRBO in 2000 and was considered a listing service that placed the TDT collection and remittance responsibilities on the property owner. Since then, HomeAway was acquired by Expedia in 2015 and has begun shifting its business model to include payment processing on behalf of the host property owner which has drawn the attention of local tax assessors with regard to the remittance of TDT.

Noticeably omitted from Table #1 is a row at the bottom of the table indicating the total number of listings available in Leon County. This was intentional due to the relationship between TripAdvisor and Flipkey as well as the fact that hosts often list their properties on multiple platforms simultaneously in order to maximize exposure and increase the potential of finding a renter. Attachment #1 demonstrates this with an ad for a two bedroom, one bathroom, home that was simultaneously listed on both Airbnb and Homeway. This presents collection challenges with regard to TDT should a renter book a property through Gameday Housing rather than Airbnb. To ensure TDT revenues are remitted, Leon County would have to enter into voluntary collection agreements with every willing platform that collects payment for short-term rentals in the existing and evolution of the future marketplace. However, according to the Florida Association of Destination Marketing Organizations, Airbnb is the only platform to have executed a collection agreement in Florida. In addition, various local jurisdictions across the nation have been unsuccessful in securing voluntary collection agreements with other short-term rental platforms aside from Airbnb. As a result, some local jurisdictions have issued subpoenas to short-term rental platforms for information on their business practices and suspicion that they have failed to remit taxes. Further complicating litigation efforts as described previously in this item, many websites only match hosts with renters for a nominal fee leaving the host property owner responsible to remit the TDT based on the financial consideration received for the lodging.

In response to this evolving industry, many local jurisdictions have modified their regulations of short-term rentals to include registration requirements, licensing fees, inspections and licensing by health departments, and limits to the number of days per year a residential property may serve as a rental. Leon County requires hosts, with the exception of Airbnb users, to register their property with the Tax Collector but does not proactively search for violators who fail to register or remit TDT. The County's Tourism Ordinance includes fines for hosts found to be renting their property without registering with the Tax Collector and empowers the County to authorize the Clerk of Court to conduct a financial audit to determine the delinquent taxes. The identification, audit, remediation, and potential litigation of these matters are extremely staff intensive often for minimal gains, even more so with regard to the collections enforcement for a residential listing.

Approximately 18 months ago, prior to negotiations with Airbnb on the Voluntary Collection Agreement, Tourism staff met with a local group of Airbnb hosts seeking clarification on their legal requirements as hosts. Staff took the opportunity to educate the group about their responsibility to register with the County Tax Collector and to charge, collect, and remit TDT when receiving payment for short-term rentals. Some hosts were surprised by this information, others were confused or believed that Airbnb and the other online platforms they used were remitting TDT on their behalf. In this relatively new marketplace where any homeowner can instantly become the proprietor of a lodging establishment by listing their home or apartment for rent a few times a year, the education of host responsibilities and obligations will be warranted to maximize voluntary compliance.

A growing market of fraud-prevention services that identifies potential violators of local lodging ordinances now exists for communities seeking more aggressive enforcement of residential listings. These companies utilize the latest technology to identify potential violators whom may be renting unregistered property to overnight guests without remitting TDT. Staff does not recommend utilizing these services as they predominately cater to high tourism and/or very exclusive communities, and given the fact that the County already has a voluntary collection agreement with the largest conduit for short-term rentals in the market.

The most effective and holistic approach to address the collection and remittance of TDT would be through statutory changes to the provisions of Section 125.0104, Florida Statutes governing TDT acknowledging the market shift to the online sales of residential listings. Specifically, the Legislature should clearly define the roles and responsibilities of short-term rental platforms and individual property owners to charge, collect, and remit TDT to their respective local government.

#### **Options:**

- 1. Accept the status update on short-term rental platforms in Leon County.
- 2. Do not accept status update on short-term rental platforms in Leon County.
- 3. Board direction.

#### **Recommendation:**

Option #1.

Attachment:

1. Listing on Airbnb and HomeAway

# Airbnb

Overview · Reviews · The Host · Location

## **Cozy Tallahassee Home Minutes from Campus** &Capitol



Entire apartment · Tallahassee

👪 4 guests 🦺 2 bedrooms 🚔 2 beds 🖕 1 bath

The home has two bedrooms (full-size beds) and one bathroom. Lower level efficiency with full kitchen, flat screen tv, washer and dryer, and a back patio with area for grilling. The kitchen drawers have pots and pans, plates and silverware. The bathroom contains linens and extra towels. The home has free wifi.

My wife and I live upstairs. We keep everything clean and quiet. Location is perfect for visiting the capital city and FSU football games

& Family/kid friencly

P Free parking on premises

#### Contact host

#### Amenities

Kitchen

1 Wireless Internet

+ More

#### Prices

Extra people No Charge	Weekly Discount: 21%
Cleaning Fee \$30	Monthly Discount: 49%

Always communicate through Airbnb

To protect your payment, never transfer money or communicate outside of the Airbnb website or app.

# HomeAway[®]

Popular Viewed 15 times in the last 48 hours

### Cozy Tallahassee Home Minutes From Campus & The Capital

Apartment #1025662vb · 2 night min stay

Sleeps	Bedrooms	Bathroom	sq. ft.
2	2	1	900

Sleeps	Bedrooms	Bathroom	sq. ft.
2	2	1	900

\$65 per night

### 2 Bedroom, 1 Bathroom, Sleeps 4

The home has two bedrooms (full-size beds) and one bathroom. Lower level efficiency with full kitchen, flat screen tv, washer and dryer, and a back patio with area for grilling. The kitchen drawers have pots and pans, plates and silverware. The bathroom contains linens and extra towels. The home has free wifi.

My wife and I live upstairs. We keep everything clean and quiet. Location is perfect for visiting the capital city and FSU football games

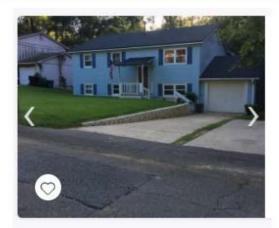
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***** (1)



\$71 4 Cozy Tallahassee Home Minutes from Campus ... Entire apartment - 2 beds NEW









# Leon County Board of County Commissioners

Notes for Agenda Item #15

# Leon County Board of County Commissioners

## Agenda Item #15

October 24, 2017

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

From: Vincent S. Long, County Administrator

Title:FY 2016-2017 County Grant Program Leveraging Status Report

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

#### **Statement of Issue:**

This agenda item seeks acceptance for the FY 2016-2017 grant leveraging status report. Throughout the fiscal year, the Board has authorized applications for and acceptance of grant funding that supports County projects and initiatives. Annually, the Board receives an update on the status of the County's grants program and grant leveraging.

#### Fiscal Impact:

This item does not have a fiscal impact; however, it details the County's ability to leverage available grant funds. During FY 2017, the County was awarded \$2.5 million in new grants, with local match requirements of \$1.6 million. At the end of FY 2017, the County's total existing grant awards equal \$11.4 million with a local match of \$4.2 million. The County has recently received significant septic-to-sewer grants which require a one-to-one dollar match. This matching requirement thereby has reduced the overall County leveraging amount for the reporting period to \$3.74 in grant funds; excluding these grants the leveraging ratio is \$35.61.

#### **Staff Recommendation:**

Option #1: Accept the FY 2016-2017 County Grant Program Leveraging Status Report.

#### **Report and Discussion**

#### **Background:**

Traditionally, the County has aggressively sought state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. The Office of Management and Budget coordinates with Department liaisons and actively seeks grant funding opportunities throughout the fiscal year. This report represents a summary of grant activities during FY 2016-2017.

#### Analysis:

The Office of Management and Budget (OMB) regularly seeks, receives and reviews grant opportunities. OMB actively accesses resources, and identifies new resources, for grants and disseminates grant opportunities to County departments as well as external partners. The County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities.

To support the upgrade or elimination of septic tanks in the Primary Springs Protection Zone, Leon County has aggressively pursued state grants to convert septic tanks to sewer systems. In partnering with the Florida Department of Environmental Protection, Northwest Water Management District and the City of Tallahassee, the County received \$2.45 million in funding for the Woodside Heights subdivision, which at build-out will eliminate approximately 200 septic tanks.

Building on these relationships, Leon County was awarded a \$1.5 million Springs Restoration Grant for the Woodville Septic to Sewer Project which requires a \$1.5 million local match. In addition, County staff has received preliminary indication from the State that \$4.5 million in state grant requests for the Northeast Lake Munson and Belair/Annawood Septic to Sewer projects will also be reviewed favorably when the FY 2017 funding cycle is opened, which will require a \$4.5 million match; the timing of the actual award is anticipated in FY 2018. At build-out, this project will eliminate approximately 375 septic systems.

The County recently received notification of a grant award in the amount of \$750,000 from the Northwest Florida Water Management District (NWFWMD) Springs Restoration Grant Program for the Passive Onsite Sewage Nitrogen Reduction Pilot Project. Approval of this grant opportunity is under a separate agenda item for the October 24, 2017 Board meeting. If approved, this grant will appear on the next quarterly grant leveraging report.

During FY 2016-2017, as part of the After Action Report for Hurricane Hermine, the County resumed administration of the Emergency Management services previously managed by the Leon County Sheriff's Office. As a result, the County received the Emergency Management grants from the State. Those three grants amount to more than \$250,000 for emergency management staffing and activities.

The County received its annual State Housing Initiatives Partnership (SHIP) Program allocation in July. Additionally, SHIP funds were made available under a separate allocation in the amount of \$302,000 from the SHIP Disaster funds to address any damage incurred to Leon County homeowners as a result of Hurricane Hermine. The County also received an additional allocation from the Florida Housing Finance Corporation (FHFC) for financial counseling for first time homebuyers and homeowners in the amount of \$13,899 in funds.

Currently, the County has submitted three applications to Florida Division of Emergency Management (FL EM) for the Hazard Mitigation Grant Program related to Hurricane Hermine. The three projects were ranked by the Local Mitigation Strategy committee, submitted to FL EM and are moving through the review process. If funded, the applications seek to assist with the elevation of a home that has had repeated flood loss, acquisition and demolition of a home, and the purchase of eight permanent generators for the branch libraries and community center to function as comfort stations. Total grant dollars requested for all projects, inclusive of a required 25% local match, amounts to \$1.1 million.

To keep the Board fully apprised of the success of the County's efforts relating to grants, the following reports are submitted to the Commission covering the first quarter of the FY 2016-2017:

- Grants Leveraging Report (Attachment #1). This report shows a cumulative total for FY 2016-2017 and displays the project name, the County dollars required to match the grant, the grant dollars allocated to the project, and comments relating to the grant, such as funding source.
- Grants Received Report (Attachment #2). This report shows the grants that have been received during the fiscal year, the name of the project and the amount of the grant.

OMB continues to pursue and manage grants, and coordinate grant related items as necessary to meet the requirements of Leon County. In addition, identified grant opportunities that may be valuable to external partners and agencies that receive County funds, are forwarded along to further assist in leveraging local dollars and enhancing programs and services for Leon County residents.

#### **Options:**

- 1. Accept the FY 2016-2017 County Grant Program Leveraging Status Report.
- 2. Do not accept the FY 2016-2017 County Grant Program Leveraging Status Report.
- 3. Board direction.

#### **Recommendation:**

Option #1.

#### Attachments:

- 1. Leon County Grants Program
- 2. New Grants Received Report

Attachment #1 Page 1 of 2

TABLE 1: LEON COUNTY GRANTS PROGRAM				
GRAN	<b>TS LEVERAGIN</b>	G SUMMARY ·	- FY2016/201	7
PROJECT	Co. Match	Grant	Total	Comments
Administration - Emergency Management				
Emergency Management Base Grant - Federal *	15,188	19,353	34,540	FL Dept. of Emergency Management
Emergency Management Base Grant - State *	15,188	10,437		FL Dept. of Emergency Management
Emergency Management Base Grant - Federal	60,750	86,979	147,729	FL Dept. of Emergency Management
Emergency Management Base Grant - State	60,750	105,806	166,556	FL Dept. of Emergency Management
Emergency Management SHSGP Federal *	0	48,496	48,496	FL Dept. of Emergency Management
subt	otal 151,875	271,071	422,946	
Development Support & Env. Management				
Storage Tank Program	0	116,800	116,800	FL Dept. of Environmental Protection
subt	otal 0	116,800	116,800	
Human Service & Comm. Partnerships - Housing				
SHIP 2014-2017 (Fund 124)	0	322,949	222.040	FL Housing Finance Corp.
SHIP 2017-2017 (Fund 124) SHIP 2015-2018 (Fund 124)	0	896,896	· · · · · · · · · · · · · · · · · · ·	FL Housing Finance Corp.
SHIP 2016-2019 (Fund 124)	0	636,425		FL Housing Finance Corp.
SHIP Disaster Fund (Fund 124)	0	302,517		FL Housing Finance Corp.
SHIP Housing Counseling Fund (Fund 124)	0	13,899		FL Housing Finance Corp.
Florida Hardest Hit Program	0	11,012		FL Housing Finance Corp.
CDBG Housing Rehabilitation	0	748,327		FL Department of Economic Opportunity
subt	otal 0	2,932,025	2,932,025	
3000		2,332,023	2,952,025	
Intervention and Detention Alternatives				
Byrne Grant - Enhanced Pretrial	0	40,000	40 000	FL Dept. of Law Enforcement - JAG
Slosberg Driver Education Act	0	176,329		\$3 civil traffic penalty for Drivers' Ed.
subt	otal 0	216,329	216,329	
3000	0	210,020	210,020	
Judicial				
Drug Court	0	33,617	33,617	DCF - managed by Court Administration
Veterans Court	0	125,000		Court Administration
subt	otal 0	33,617	33,617	

*Balance of grants from Leon County Sheriff's Office

TABLE 1: LEON COUNTY GRANTS PROGRAM				
GRANTS I PROJECT		G SUMMARY -		7 Comments
PROJECT	Co. Match	Grant	Total	Comments
Library Services				
Library E-Rate Program	0	33,684	33,684	FCC funding
Patron Donation - Library	0	147,180	147,180	Individual patron donations
Capelouto Donation	0	3,415	3,415	Holocaust educational material
Friends Literacy Contract	0	46,340	46,340	501 (C)(3) donation
Friends Endowment - 2005	0	192,471	192,471	501 (C)(3) donation
Van Brunt Library	0	81,560	81,560	Proceeds from Caroline Van Brunt Estate
subtotal	0	504,650	504,650	
PLACE				
Tallahassee Community College (Leon Works)	0	99,425	00 125	FL legislature through TCC
subtotal	0	99,425 99,425	99,425 99,425	
Subtotal	0	99,425	99,425	
Public Safety - Emergency Medical Services				
Equipment	0	19,469	19,469	FL Dept. of Health
Matching Grant M4253	10,925	32,775		FL Dept. of Health
Matching Grant M4254	9,844	29,531	· · · · · · · · · · · · · · · · · · ·	FL Dept. of Health
Matching Grant M4255	7,750	23,250		FL Dept. of Health
Vatching Grant M5054	6,563	19,687		FL Dept. of Health
Matching Grant M5055	10,789	32,366		FL Dept. of Health
subtotal	45,871	157,078	202,949	
Public Works				
Big Bend Scenic Byway - Phase 2	18,314	765,817	78/ 131	FL DOT & Community/County Matches
Mosquito Control	10,014	55,908		Mosquito control activities
Magnolia Drive Phase 1 Multi-use Trail	0	861,802		FL Dept. of Transportation
SR 20/ Geddie Road	0	225,000		FL Department of Transportation
Southwood Payment - Woodville Highway	0	50,178		Proportionate Share Payment
Robinson Road Flood Relief (legislative appropriation)	0	12,905		FL Dept. of Environmental Protection
Noodville Heights Sewer (legislative appropriation)	0	18,914		FL Dept. of Environmental Protection
Noodside Heights - Septic to Sewer	2,450,000	2,450,000		Northwest FL Water Management District
Woodville Sewer (design grant)	1,500,000	1,500,000		FL Dept. of Environmental Protection
Old Bainbridge Road from N. Monroe to Gadsden Line	0	48,750		FL Dept. of Transportation
Old Bainbridge Road at Knots Lane	0	54,321		FL Dept. of Transportation
subtotal	3,968,314	6,043,595	10,011,909	
Resource Stewarship				
Community Foundation of North Florida	0	588		Annual wreath at the WWII Memorial
Energy Efficient Retrofits for Public Facilities	0	68,374	68,374	Florida Department of Ag. & Consumer Serv
BP Horizon Oil Spill	0	706,693	706,693	BP
Miccosukee Greenway	0	269,030	269,030	FL Dept. of Environmental Protection
subtotal	0	1,044,685	1,044,685	
TOTALS	4,166,060	11,419,275	15,585,335	

TABLE 2: NEW GRANTS RECEIVED REPORT								
Year End, FY 2016-2017								
PROJECT		BUDGET		COMMENTS				
	Grant	Match	Total					
Veterans Court	\$125,000	\$0	\$125,000	Second Judicial Circuit - Court Admin.				
SHIP Disaster Fund (Fund 124)	\$302,517	\$0	\$302,517	FL Housing Finance Corp.				
SHIP Housing Counseling Fund (Fund 124)	\$13,899	\$0	\$13,899	FL Housing Finance Corp.				
DOH - State EMS Match Grant 4054	\$19,687	\$6,563	\$26,250	DOH Equipment Grant				
DOH - State EMS Match Grant 4055	\$32,366	\$10,789	\$43,155	DOH CPR Training Grant				
Friends Endowment	\$100,000	\$0	\$100,000	Friends of Library Donation in FY17				
Emergency Management Base Grant - Federal*	\$19,353	\$15,188	\$34,540	FL Dept. of Emergency Management				
Emergency Management Base Grant - State*	\$10,437	\$15,188	\$25,624	FL Dept. of Emergency Management				
Emergency Management Base Grant - Federal	\$86,979	\$60,750	\$147,729	FL Dept. of Emergency Management				
Emergency Management Base Grant - State	\$105,806	\$60,750	\$166,556	FL Dept. of Emergency Management				
Emergency Management SHSGP Federal	\$58,000	\$0	\$58,000	FL Dept. of Emergency Management				
Woodville Sewer Design grant	\$1,500,000	\$1,500,000	\$3,000,000	FL Dept. of Environmental Protection				
Old Bainbridge Road from N. Monroe to Gadsden I	\$48,750	\$0		FL Dept. of Transportation				
Old Bainbridge Road at Knots Lane	\$54,321	\$0	\$54,321	FL Dept. of Transportation				
Total	\$2,529,168	\$1,669,227	\$4,198,395					

*Balance of grants from Leon County Sheriff's Office

# Leon County Board of County Commissioners

Notes for Agenda Item #16

# Leon County Board of County Commissioners

## Agenda Item #16

October 24, 2017

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

From: Vincent S. Long, County Administrator

Title: Final FY 2016/17 Commissioner Discussion Items Status Report

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

#### **Statement of Issue:**

This item seeks the Board's acceptance of the final FY 2016/17 Commissioner Discussion Item Status Report on items the Commissioners have requested staff follow-up on, during the Comments/Discussion Items portion of the Boards' regular Meetings.

#### **Fiscal Impact:**

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

Option #1: Accept the Final FY 2016/17 Commissioner Discussion Items Status Report (Attachment #1).

#### **Report and Discussion**

#### **Background:**

At each regularly scheduled Board meeting, Commissioners have the opportunity, under Commissioners' Discussion Time, to make requests and/or inquiries of staff. If staff action is requested, Board approval is required. The County Administrator, as well as the County Attorney, then makes staff assignments, respectively. The status of such items is then tracked by Administration and reported to the Board semiannually. The County Administrator utilizes the status reports as a management tool to ensure the appropriate actions are taken in response to Board direction.

#### Analysis:

For the period of October 1, 2016 – September 30, 2017, other than Proclamations, a total of 44 items were generated as a result of Board discussion (Attachment #1). Three were derived from discussion at the December 2016 Board Retreat. The remaining items were sourced from discussion during routine Board of County Commission meetings.

The number of tasks completed is 30, with two items pending on the October 24, 2017 agenda and 12 items In Progress, including one ongoing.

#### **Options:**

- 1. Accept the Final FY 2016/17 Commissioner Discussion Items Status Report (Attachment #1).
- 2. Do not accept the Final FY 2016/17 Commissioner Discussion Items Status Report.
- 3. Board direction.

#### **Recommendation:**

Option #1.

#### Attachment:

1. FY 2016/17 Commissioner Discussion Items Final Status Report

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
January 27, 2015	BOCC (Dec '14 Retreat)	Provide support to Commissioner Desloge's NACO presidency, including the three-day delegate meeting planned for Tallahassee in December 2016.		<i>Done.</i> <i>Staff continued to provide support.</i>
June 9	Dozier	Motion: Requested permission to work with staff, in Washington, D.C., and Office of Economic Vitality to develop a proposal to submit an application to host the Americas Competitiveness Exchange.	Tourism -	<b>Done.</b> Application approved to host ACE 8 in December 2017 along with 5 other North/Central Florida communities.
May 10, 2016	Desloge	Requested an agenda item updating the Board on the potential for consolidation of animal services between the City and County.		<b>Done.</b> Status report in BOCC Discussion Item Report, Agenda Item on May 9, 2017
	Lindley	Motion: Add to Animal Control Enforcement proposed ordinance: Authorizing an alternative to the monetary civil penalties through community service hours for both the defendants with outstanding balances and future violators.	Public Safety - Wanda Hunter /	<b>Done.</b> Public hearing held and ordinance adopted on December 13, 2016. Agenda Item #33
July 12	Dozier	Motion: Directed staff to facilitate a process that would allow data sharing between criminal justice agencies and the Adult Civil Citation Network with staff providing a status report to the Board		<b>Done.</b> Status report on December 13, 2016 Agenda, Item # 24
September 13	Lindley	Motion: Requested an agenda item on possible rebate or voucher program for tree removal.	County Administration – Andrew Johnson / Heather Peeples	<b>Done.</b> Item addressed in the Hurricane Hermine After Action Report in the December 13, 2016 Workshop.
October 25	Desloge	Requested staff bring back analysis on the potential tax revenue if the EFA's properties were included on the tax rolls	Office of Financial Stewardship – Scott Ross	<b>Done.</b> Memo sent to the Commissioners from the County Administrator on November 7, 2016
	Desloge	Requested a formal position letter requesting that the EFA liquidates its property, be sent to the EFA Director	Staff: County Attorney – Herb Thiele	<b>Done:</b> Letter sent to EFA Chairman Nov. 2, 2016

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
October 25 (cont.)	Dozier	Motion to direct staff to bring back an agenda item on the potential for neighborhoods in need of fire hydrants to fund a portion of the installation costs.	Public Works – Tony Park	<b>Done:</b> Agenda Item #2 in June 20, 2017 Budget Workshop
November 22	Maddox	Motion to schedule a Workshop in February on the impacts of the passage of the Medical Marijuana Amendment	County Attorney – Herb Thiele	<b>Done.</b> Workshop Feb. 7, 2017 at 12:00 p.m.
	Г		ſ	
December 13, 2016	Maddox	Directed staff to provide a status report in 90 days regarding federal lobbying services.	County Administration – Andy Johnson	<b>Done.</b> Agenda Item #15 February 7, 2017
	Dozier Motion directing staff to bring back a status re WastePro.		Public Works – Tony Park / Robert Mills	<b>Done.</b> Included in April 25, 2017 Budget Workshop Item #8.
	Dozier         Motion directing staff to prepare an agenda item on permittin costs and times.		DSEM – David McDevitt	<b>Done.</b> Agenda Item #14 January 24, 2017
	Proctor Requested signage at the Woodville Jaguars home field recognizing them as the Southeast Regional Champions.		Office of Resource Stewardship – Maggie Theriot / Leigh Davis	<b>Done.</b> Announced at February 7, 2017 BOCC Meeting
January 24, 2017	December 12 Board Retreat	Prepare a status report on the Woodville Hwy/ Capital Circle construction project, including pedestrian & vehicular safety improvements	P.L.A.C.E. / Public Works – Ben Pingree / Tony Park	<b>Done.</b> Agenda Item #15 on May 9, 2017
		Provide a status report on existing & potential mentoring opportunities for County employees	Human Resources / HSCP – Candice Wilson / Shington Lamy	<b>Done.</b> Agenda Item #10 on March 7, 2017
		Prepare an agenda item on the national opioid epidemic including an analysis of existing public education initiatives	County Admin / HSCP / IDA– Wanda Hunter / Shington Lamy / Teresa Broxton	Done: Agenda Item #8 on the June 20, 2017

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
February 7	Desloge	Requested that the County Attorney draft a letter to the Killearn HOA regarding the County's role in the Comprehensive Plan Amendment Cycle	County Attorney – Herb Thiele	<b>Done.</b> Letter provided to the Chairman and Commissioners for their use in responding to inquiries about County's role in this matter on Feb. 7, 2017
	Dozier	Requested a meeting convene of regional nonprofit partners to discuss ways to address possible decreases in available federal funding for health and human services.		<b>Done:</b> Community Roundtable Discussion held April 11, 2017
	Maddox	Directed staff to request additional information from the City, State, and/or CRA regarding the Big Bend Cares facility worksite to be provided to the Board.		<b>Done.</b> <i>Received email response from Roxanne</i> <i>Manning, Executive Director of the</i> <i>CRA, on February 9, 2017.</i>
	Proctor	Directed staff to prepare a report on mental health services available in Leon County for distribution to the public.	IDA / CMR / HSCP – Teresa Broxton / Mathieu Cavell / Shington Lamy	<b>Done.</b> Agenda item #9 on May 9, 2017
March 7	Desloge	Directed staff to bring back a status report on the history and application of Leon County's Human Rights Ordinance.	County Attorney – Herb Thiele	<b>Done.</b> Agenda Item #17 on May 9, 2017
April 4	Dozier	Make a copy of the Florida Counties Foundation (FCF) County Government Manual available at the County Library.	County Administration / Library: Andy Johnson / Cay Hohmeister	<b>Done.</b> Book ordered June 2, 2017.
	Dozier	Directed staff to bring back a status report on the Apalachee Regional Planning Council's proposed foreign trade zone and the possible economic impacts.		<b>Done.</b> Agenda item #3 on May 23, 2017
	Dozier	Motion to direct staff to coordinate with CRA and City staff to develop a process for evaluating projects eligible for TDT funds for the next CRA meeting on May 25, 2017.	County Administration: Ken Morris	Done. Status Report Agenda Item #19 May 9, 2017. CRA approved their Agenda Item 5.02 on May 25, 2017.

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
May 9	Desloge	Recommended staff participate in an informational meeting with homeowners & other residents regarding the Fords Arm South Water Quality Improvement Project		<b>Done.</b> Meeting held June 8, 2017.
	Dailey	Recommended staff partner with Friends of Lake Jackson to host an informational meeting regarding the Fords Arm South Water Quality Improvement Project		<b>Done.</b> Meeting held June 8, 2017.
	Dozier	Directed staff to bring back a status update on legislation permitting FAMU and UF to conduct industrial hemp pilot projects		<b>Done.</b> Agenda item #7 on June 20, 2017.
	Lindley	Directed staff to bring back an agenda item on the possible participation in the City's animal abuser registry	Public Safety: Chad Abrams	Done. Agenda item # 27 on July 11, 2017
May 23	Lindley	Directed staff to bring back an agenda item on a possible modification to Leon County's tethering ordinance	EMS/Animal Control: Chad Abrams / Cara Aldridge	<b>Done.</b> Agenda item # 28 on July 11, 2017
	Maddox Requested that staff prepare a memo on the possibility of Administration		Administrations / OEV: Ken Morris / Al Latimer	In Progress: Memo to be sent in October 2017
	Proctor	Proctor       Requested a workshop on County purchasing       Office of Financial Stewardship:         Scott Ross / Shelly Kelley       Scott Ross / Shelly Kelley		<b>Done.</b> Agenda item #10 on June 20, 2017. At that time, Board requested no workshop
	Desloge	Requested a status update on possible voluntary collection agreements with other short-term rental platforms	Administration/Tourism: Ken Morris / Kerri Post	<u>In Progress:</u> Agenda Item #14 on October 24, 2017
	Dozier	Motion directed staff to prepare an update identifying opportunities for improvement and ongoing efforts related to resiliency		<u>In Progress:</u> Anticipate an Agenda item in December
June 20 Budget Workshop	Desloge	Motion to have staff bring back an agenda item to evaluate the County Parental Leave Policy	Administration/ Human Resources: Nicki Paden / Candice Wilson	<b>Done.</b> Agenda item #25 on July 11, 2017

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
June 20 Budget Workshop (cont.)	Maddox	Requested staff have the Housing Finance Authority and Tallahassee Housing Authority work together on opportunities for funding the redevelopment of the Tallahassee Housing Authority's Orange Avenue Apartments, and provide an update to the Board on these efforts.		<b>Done.</b> Meeting held on July 5, 2017. Update included in the October Workshop.
	r			Ongoing
June 20	Proctor		uested staff reach out to the university researchers PLACE/OEV: Ben Pingree / Al rding strategies to address their finding that Tallahassee is ng the most economically segregated cities in the U.S.	
			<b>Done.</b> Workshop on Leon County Crime Statistics held Oct. 10, 2017	
	Desloge	Requested an agenda item (after court ruling) on the Human Rights Ordinance & possible modifications to the cap	County Attorney: Herb Thiele	<u>In progress</u> Court ruling has been received; Agenda item #17 for Oct. 24, 2017
	Desloge	Requested a status report on possible plan to promote Tallahassee as the site of "America's First Christmas"	Administration / Tourism: Ken Morris / Kerri Post	<u>In Progress</u> Agenda item anticipated for Nov. 28, 2017 meeting
	Desloge	Requested a status report on the Adult Civil Citation Programs in Leon County		
	Dozier	Requested the County host a State of the Startup Community Forum during E-Month	Administration / OEV: Ken Morris / Al Latimer	<u>In progress</u> Tentatively scheduled for Nov. 29, 2017
	Jackson	Requested an agenda item on the opportunity to purchase federal properties for future affordable housing projects.	Administration / Real Estate: Andy Johnson / Scott Ross	Done. Agenda item #3 on Oct. 10, 2017
July 11	Proctor	Requested that staff provide information on the Charter review process and appointments to the Citizen Charter Review Committee.	Administration: Heather Peeples	<b>Done.</b> Information email to the Board on July 13, 2017 and September 6, 2017.

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status	
Sept 20	Dailey	Motion directing the County Administrator to request that the Sheriff's Office provide the Board with a report on the passing of Jennifer Norred, including the Sheriff's Office Polices on mental health procedures and to expedite the return of her personal belongings to her family.	Vincent Long	<b>Done.</b> Letter sent to the Sheriff Walt McNeil on September 21, 2017 on behalf of the Board.	
	Dozier	Motion requested a status report on deep well injection in Florida including any legislation and an update on Waste Management's deep well injection permit for Springhill landfill.	of Resource Stewardship:	<u>In Progress:</u> Staff is beginning preliminary research	
	Lindley	Motion directing staff to conduct a review of contractors for outside legal counsel.	County Attorney: Herb Thiele	<b>Done.</b> Memo sent to the Board on Oct. 2, 201	
	Lindley	Directed staff to provide an updated Leon County 2008 Climate Action Plan	Office of Resource Stewardship: Maggie Theriot / Tessa Schreiner	In Progress: Staff is beginning preliminary research	
	_				
Sept 26	Proctor / Desloge	Requested staff bring back an agenda item with information on the support given to Big Bend Cares.	HSCP: Shington Lamy	<u>In Progress:</u> Staff is beginning preliminary research	
	Dozier	Requested an agenda item on a status report and presentation from the Leon County Health Dept. on the Community Health Improvement Plan (CHIP)		In Progress: Staff is beginning preliminary researc	

# Leon County Board of County Commissioners

Notes for Agenda Item #17

# Leon County Board of County Commissioners Agenda Item #17

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Herbert W. A. Thiele, County Attorney

Title:Status Report on Human Rights Ordinance Following Favorable Outcome in<br/>Constitutional Challenge

<b>Review and Approval:</b>	Herbert W. A. Thiele, County Attorney
Department/ Division Review:	N/A
Lead Staff/ Project Team:	Dan Rigo, Assistant County Attorney

#### **Statement of Issue:**

This agenda item presents a status report on the Human Rights Ordinance in light of the favorable outcome in Third-Party Complaint for Declaratory Judgment challenging the constitutionality of the Ordinance.

#### Fiscal Impact:

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

Option #1: Accept status report and make no changes to the Human Rights Ordinance.

Title: Status Report on Human Rights Ordinance Following Favorable Outcome in Constitutional ChallengeOctober 24, 2017Page 2

#### **Report and Discussion**

#### **Background:**

On June 20, 2017, the Board directed the County Attorney to present an agenda item to the Board after the conclusion of the litigation challenging the constitutionality of the Human Rights Ordinance. The Board requested that the item specifically address the issue of adding to the Ordinance a limitation or cap on an award of punitive damages. On September 27, 2017, the County Attorney informed the Board that the Court had entered a Final Declaratory Judgment in favor of the County, finding that the Human Rights Ordinance was constitutional and not otherwise preempted by the State statutes (Attachment #1). This agenda item updates the Board on the outcome of the litigation and the status of the Ordinance in light of the favorable Court ruling, and addresses the Court's finding on the issue of adding a limitation or cap on an award of punitive damages.

The underlying employment discrimination lawsuit was filed in October 2016 seeking to enforce the Human Rights Ordinance. The original Complaint, captioned as *Sarah Bohentin v. CESC*, *Inc., et al*; Case No. 2016 CA 002411, was amended in January 2017 to include additional claims. In Count I of her claims, the Plaintiff alleged that the Defendants' termination of her was *quid pro quo* sexual harassment in violation of the Ordinance, and was seeking a Judgment for various damages including punitive damages.

The Defendants argued that the Ordinance unconstitutionally conflicts with state and federal law because it does not contain a pre-suit administrative process and it allows for an award of punitive damages with no limitation or cap. Pursuant to Florida law, the Defendants served the County in March, 2017 with their Third-Party Complaint requesting the Court to enter a Declaratory Judgment finding that the Ordinance is unconstitutionally invalid. After considering the parties' competing Motions for Summary Judgment, the Court entered its Final Declaratory Judgment in favor of the County.

With regard to the Plaintiff's Count I sexual harassment claim under the Ordinance, the Court has ruled favorably for the Defendants' in dismissing the original nine Defendant entities from the lawsuit. However, the Court allowed the Plaintiff to add an additional tenth Defendant entity to the lawsuit, and, therefore, the claim remains active against only that Defendant in the Plaintiff's recently filed Fourth Amended Complaint. Because the Plaintiff's Count I claim under the Ordinance has not yet been fully disposed of, the Defendants have indicated through their attorney that they intend to preserve their right to appeal the Final Declaratory Judgment by timely filing a Notice of Appeal before the October 27th deadline.

#### Analysis:

#### Lack of Pre-Suit Administrative Remedy

In the Final Declaratory Judgment, the Court found that the Board was not preempted by the Florida Civil Rights Act ("FCRA") to adopt a Human Rights Ordinance that does not contain a pre-suit administrative remedy. The Court further found that no conflict exists between the

Title: Status Report on Human Rights Ordinance Following Favorable Outcome in Constitutional Challenge October 24, 2017 Page 3

FCRA and the Ordinance. Thus, the Court agreed with the County Attorney's position that the Ordinance is constitutionally valid without an administrative process, and it is not in conflict or otherwise preempted by the FCRA.

The Board could, at its discretion, amend the Ordinance to add a pre-suit administrative process in one of the many forms used by other jurisdictions throughout the state. However, establishing such a process would have a fiscal impact which, depending on the complexity, could be substantial.

#### Uncapped Punitive Damages

As with its findings regarding the pre-suit administrative process, the Court likewise found that the Board was not preempted by the FCRA in adopting the Ordinance without a limitation or cap on an award of punitive damages, and that no conflict exists between the FCRA and the Ordinance with regard that issue. The Court went further to specifically find that even if the Board wanted to add a limitation or cap to its punitive damages provision in the Ordinance, it would be expressly preempted from doing so by State statutes. The Court agreed with the County Attorney's position that any award of punitive damages in a civil action involving a local human rights ordinance would be subject to the limitations provided in Section 768.73, Florida Statutes, and that the Board does not have the discretion to amend the Ordinance to remove any reference to punitive damages, but that would not prevent an aggrieved individual under the Ordinance from still seeking punitive damages pursuant to Sections 768.72 and 768.73.

Given the Court's favorable ruling, the Human Rights Ordinance remains constitutionally valid as written. Any changes to the Ordinance while the Defendants' appeal is pending could potentially effect the outcome of the appeal. As such, the County Attorney recommends that no changes be made at this time.

#### **Options:**

- 1. Accept status report and make no changes to the Human Rights Ordinance.
- 2. Do not accept status report.
- 3. Board direction.

#### **Recommendation:**

Option #1.

#### Attachment:

1. Final Declaratory Judgment for Third-Party Defendant Leon County

#### Filing # 62072377 E-Filed 09/27/2017 02:12:12 PM

#### IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT IN AND FOR LEON COUNTY, FLORIDA

Sarah Bohentin,

Plaintiff,

CASE NO.: 2016 CA 002411

CESC, Inc.; et al

Defendants

٧.

V.

Leon County, Florida

Third Party Defendant.

#### FINAL DECLARATORY JUDGMENT FOR THIRD-PARTY DEFENDANT LEON COUNTY

A hearing was held on August 24, 2017, in this case. Several motions were heard at the hearing. All parties were represented by counsel. Two of the motions presented were competing motions for summary judgment on the third-party complaint.

As a result of other orders entered by this court today, the only remaining Defendant in this case is Beatitude Partners, LLC. The Third-Party Complaint filed by all named Defendants at the time, except for then Defendant Richard Kearney, sought a declaratory judgment that the Human Rights Ordinance (the "Ordinance") adopted by the Third-Party Defendant, Leon County, Florida (the "County") is impliedly preempted by and conflicts with the Florida Civil Rights Act of 1992 (the "FCRA") by: (i) not containing a pre-suit administrative process; and (ii) allowing for a court award of punitive damages with no limitation or cap. With regard to those competing motions for summary judgment, the motion for summary judgment of Defendants is denied and this final declaratory judgment is entered in favor of the County.

The governing body of a charter county may enact county ordinances not inconsistent with general law. Sarasota Alliance For Fair Elections, Inc. v. Browning, 28 So.3d 880, 885 (Fla. 2010). Local governments have the power to adopt ordinances to further the elimination of discrimination and, therefore, the County may adopt its own otherwise valid anti-discrimination ordinance. Metropolitan

Dade County Fair Housing and Employment Appeals Board v. Sunrise Village Mobile Home Park, 511 So.2d 962, 965 (Fla. 1987). There are two ways a county ordinance can be inconsistent with general law and, therefore, invalid: (1) a county cannot legislate in a field if the subject area has been preempted to the State; and (2) in a field where both the county and State can legislate concurrently, a county cannot enact an ordinance that directly conflicts with a state statute. *Phantom of Brevard, Inc. v. Brevard County*, 3 So.3d 309, 314 (Fla. 2008).

There are two types of preemption: express and implied. The FCRA does not expressly preempt the Ordinance regarding its pre-suit administrative process and punitive damages limitation because it contains no specific preemption language on those particular issues. Alternatively, implied preemption is found where the state legislative scheme of regulation is pervasive and the local legislation would present the danger of conflict with that pervasive regulatory scheme. *Tribune Co. v. Cannella*, 458 So.2d 1075, 1077 (Fla. 1984). In determining if implied preemption applies, the court must look to the provisions of the whole law, and to its object and policy. *State v. Harden*, 938 So.2d 480, 486 (Fla. 2006). The court must be careful in imputing an implied intent on behalf of the Legislature to preclude a local elected governing body from exercising its home rule powers. *Sarasota Alliance*, 28 So.3d at 886.

An implied preemption should be found only where the Legislature has expressed its will to be the sole regulator in that specific area. *Tallahassee Mem'l Reg'l Med. Ctr., Inc. v. Tallahassee Med. Ctr., Inc.*, 681 So.2d 826, 831 (Fla. 1st DCA 1996). As extensive as the FCRA statutory scheme may be, it is not intended to be the sole regulation for enforcing violations of discriminatory practices. Instead, the FCRA statutory scheme was intended by the Legislature to be non-mandatory by providing that any person aggrieved by an FCRA violation may file a complaint with the Florida Commission on Human Relations. § 760.11(1), Fla. Stat. (2016) (emphasis added). By doing so, the Legislature afforded the opportunity for an aggrieved person to seek other remedies that may be available, thereby showing it did not intend to be the sole regulator for enforcing violations of discriminatory practices.

Looking to the provisions of the whole FCRA further shows its statutory scheme was not intended to be pervasive or to preempt the field of enforcing violations of discriminatory practices. Section 760.07 of

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the FCRA, for instance, recognizes that some anti-discrimination statutes may not even contain a pre-suit administrative remedy. For example, the administrative exhaustion requirement is omitted in the HIV-AIDS discrimination statute and in the Florida Educational Equity Act. See § 760.50, Fla. Stat. (2016) and § 1000.05(7), Fla. Stat. (2016). Clearly, the Legislature knew how to include and exclude administrative exhaustion in the anti-discrimination laws it has adopted. See Housing Opportunities Project v. SPV Realty, LC, 212 So.3d 419, 424 (2016). Despite its detailed and extensive process of administrative and civil remedies, nothing in the FCRA as a whole demonstrates an intent that it is to be the sole mechanism for enforcing violations of discriminatory practices. See e.g., St. Johns County v. Northeast Florida Builders Ass'n, Inc., 583 So.2d 635, 641-42 (Fla. 1991). As such, the FCRA did not preclude the County from adopting under its home rule power a Human Rights Ordinance that omits a pre-suit administrative remedy.

In a field that is not preempted to the state, a county is still precluded from enacting an ordinance that directly conflicts with a State statute. *Phantom of Brevard*, 3 So.3d at 314. The test of conflict between a local ordinance and State law is whether one must violate one provision in order to comply with the other. Putting it another way, a conflict exists when two legislative enactments cannot co-exist. *Sarasota Alliance*, 28 So.2d at 888. Because the FCRA pre-suit administrative process is non-mandatory, and is not the sole mechanism for enforcing violations of discriminatory practices, a person who is aggrieved by a discriminatory practice prohibited under the Ordinance may seek the private cause of action remedy provided without violating the FCRA. As such, the Ordinance and the FCRA can co-exist. Furthermore, no conflict exists in the Ordinance because the FCRA does not address or otherwise prohibit a local enactment allowing for a private cause of action without first exhausting a pre-suit administrative remedy. The County, with its Ordinance, simply chose to legislate in an area where the Legislature chose to remain silent. *See Phantom of Brevard*, 3 So.3d at 314-15. *See also West Florida Reg'l Med. Ctr. v. See*, 79 So. 3d 1, 21 (Fla. 2012). Thus, with regard to enforcing violations of discriminatory practices, no conflict exists between the FCRA and the Ordinance. Regarding the lack of a punitive damages limitation or cap in the Ordinance, the same reasoning as used above in finding no implied preemption is applicable here. As with the pre-suit administrative remedy, the Legislature has shown that it does not intend for the FCRA civil action, and in turn the punitive damages limitation, to be the sole mechanism for enforcing violations of discriminatory practices. Likewise, the Ordinance and the FCRA can co-exist with regard to the award of punitive damages and, therefore, no conflict exists between the two. For these reasons, the FCRA did not preclude the County from adopting under its home rule power a Human Rights Ordinance that omits a limitation or cap on an award of punitive damages.

Even if the County chose to add a limitation or cap to its punitive damages provision in the Ordinance, it would be precluded from doing so by the express preemption language in section 768.73, Florida Statutes, which provides for limitations on awards of punitive damages in all causes of action. Although the Legislature made an exception to those limitations for any FCRA civil actions, it does not justify the County to enact a similar exception for civil actions brought under its Ordinance. *See City of Palm Bay v. Wells Fargo Bank, N.A.*, 114 So.3d 924, 929 (Fla. 2013). By enacting section 768.73, the Legislature has granted a plaintiff the right to seek and be awarded punitive damages in an amount up to the limitations provided in the statute, and the County may not validly prohibit the exercise of any part of that right. *Scavella v. Fernandez*, 371 So.2d 535, 537 (Fla. 3rd DCA 1979). For those reasons, the County is precluded by express preemption and conflict from adding to its Ordinance a limitation or cap on an award for punitive damages.

Third-Party Defendant's Motion for Summary Judgment is GRANTED. Final judgment is entered for the County. Defendants' Motion for Summary Judgment Against Third-Party Defendant is DENIED.

DONE AND	ORDERED	in	chambers	at	Tallahassee, Leon	County.	Florida.	this	21	1 day	of
September, 2017.					$\bigcap_{n}$	$\left(\begin{array}{c} \right)$				-	
					Faile	- And	om				

Charles Dodson Circuit Judge

Copies to: counsel of record

# Leon County Board of County Commissioners

Notes for Agenda Item #18

## Leon County Board of County Commissioners Agenda Item #18 October 24, 2017

To:	Honorable Members of the Board
From:	John Dailey, Chairman of the Board
Title:	Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

Lead Staff/ Project Team:	Candice Wilson, Director of Human Resources	
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#### **Statement of Issue:**

In accordance with Board Policy No. 11-6, this item seeks Board ratification of the County Administrator Annual Performance Review and the acceptance of the Chairman's recommendation of a merit increase.

#### Fiscal Impact:

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

- Option #1: Ratify annual performance reviews of the County Administrator (Attachments #1 and #2), in accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" and the Chairman's approval of an additional 5% merit increase for the County Administrator.
- Option #2: Ratify the Chairman's approval of an additional 5% merit increase for the County Attorney.

Title: Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" October 24, 2017

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#### **Report and Discussion**

#### **Background:**

To ensure that the annual performance evaluation process for the County Administrator is conducted in a fair and open manner, the Board adopted revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" on September 15, 2015 (Attachment #3). This Policy includes the evaluation form used to evaluate the County Administrator. The Policy outlines the process for carrying out the annual evaluation as follows:

- 1. In September 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 second regularly scheduled meeting in September 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.
- 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.
- 6. By no later than October 1 of 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.
- 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. Each Commissioner is encouraged to meet with the County Administrator to discuss their individual evaluation.
- 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.
- 9. 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.
- 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.

Title: Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" October 24, 2017 Page 3

#### Analysis:

FY 2016/2017 was a year of tremendous progress for Leon County Government. Under the County Administrator's leadership, the organization grew in its operational effectiveness and expanded its impact on the community. This was a year punctuated by the close out of the previous 5 year strategic plan which was accompanied by an Impact and Progress Report to the community and the launch of the new five year 2017-2021 plan – advancing our four strategic priorities and including the addition of new five-year targets and bold "stretch" goals for each priority. It was a year that major infrastructure projects were completed, new quality of life initiatives were initiated, and the provision of high quality service to our community improved.

This was a year of great organizational focus on the Board's perennial priority of growing and expanding our local economy and creating jobs. As such, a new record was set in tourism, with a corresponding impact to our community of almost \$900 million just this year. We also continued our focus on bridging the skilled workforce gap through our very successful Leon Works program. To build on our momentum, this year we added a Junior Apprenticeship program to grow our next generation of careerists to fill the high skill, high wage jobs of the future. And this year we also launched our PACE program, which will give homeowners the ability to finance clean energy improvements, save money, and create local jobs.

2017 was also a year of achievement for Leon County Government as an organization anchored in efficiency and innovation. The County Administrator positioned the County to take advantage of favorable market conditions this year and continued to retire debt, replenish reserves, decrease the use of fund balance for recurring operating expenses and increase budgeting for maintenance of essential infrastructure. This year alone internal cross departmental and innovation teams convened by the County Administrator identified \$1.14 million in cost savings or avoidance. Consistent with our long tradition of a fiscally conservative approach to budgeting, the County Administrator's proposed Annual Budget balanced the budget at the current millage rate and recommended adding only 1 net new general revenue supported position. And as the County experienced new demands in 2017, whether it was assisting 7,000 veterans receive their benefits, responding to 40,000 emergency medical calls, serving over one million patrons at our libraries, just to name a few, the County Administrator continued to ensure that Leon County continued to set the standard in public service as we were recognized by the National Association of Counties in 2017 with 13 National Best Practice Awards.

In addition to excelling in the everyday delivery of so many essential services to our community, 2017 was a year that required significant leadership in dealing with the not so everyday challenges that the organization and community faced. In the aftermath of Hurricane Hermine, this past year our lessons learned and emergency management improvements put in place were put to work as the center of Hurricane Irma passed through Leon County on September 11, 2017. In our first test since the Emergency Management function was realigned within the County organizational structure earlier in the year, Leon County coordinated our community response to Irma - connecting our people to the vital resources they needed before, during and after the storm and leveraging significant additional resources, strengthened partnerships and new innovations to help our community respond, recover and emerge even more resilient.

Title: Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" October 24, 2017 Page 4

In summary, 2017 was a year in which the County Administrator continued to ensure that the County is well managed and well positioned to achieve the vision of the Board of County Commissioners for the community. Further, through the County Administrator's continued expert policy guidance, operational improvements, strategic execution, and organizational culture enhancement, Leon County is poised to fulfill its responsibilities to our citizens now and into the foreseeable future and to continue to be a model local government.

To assist Commissioner's in their evaluation of the performance of the County Administrator, the evaluation focuses on seven key areas:

- 1. Professional Skills and Status
- 2. Relations with Board of County Commissioners
- 3. Policy Execution
- 4. Reporting
- 5. Supervision
- 6. Fiscal Management
- 7. Citizen/Community Relations

The key areas encompass 39 rating categories that are rated on a scale of 1 to 5. In addition to the more subjective criteria County Commissioners use in the County Administrator's formal evaluation, an extensive summary of significant milestones and improvements achieved during Fiscal Year 2016/17 were provided to further assist in individual evaluations (Attachment #4). The *2017 Leon County Annual Report* can be referenced for a more comprehensive listing of results accomplished during the last fiscal year (Attachment #5).

In accordance with Board Policy No. 11-6, the Human Resources Director has compiled a summary review of each individual Commissioner's ratings of the County Administrator and an overall performance rating (Attachment #1).

The overall performance rating for the County Administrator for 2017 is a 4.98 out of a total possible rating of 5.00. Completed performance reviews by each individual commissioner and his or her comments are included in Attachment #2.

The County Administrator's contract provides for an annual increase equal to that budgeted for general employees in a given year and a merit increase, to be considered annually by the Chairman for ratification by the Board. In each year except one since becoming County Administrator in 2011, the County Administrator's practice has been to formally request previous Chairman not to exercise annual merit increase to be consistent with the COLA provided to other County employees. As was done in 2015, the Chairman recommends the County Administrator receive an additional 5% merit increase in addition to the 5% budgeted for general employees, for a total of 10% annual increase for FY 2017/2018. In addition, the County Administrator advises that he does not intend to exercise this provision of his contract on an annual basis, but will follow the judicious approach he has practiced in the past.

Title: Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" October 24, 2017 Page 5

This item requests the same merit increase be awarded for FY 2017/2018 to the County Attorney consistent with the Chairman's recommendation.

#### **Options:**

- 1. Ratify annual performance reviews of the County Administrator (Attachments #1 and #2), in accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" and the Chairman's approval of an additional 5% merit increase for the County Administrator.
- 2. Ratify the Chairman's approval of an additional 5% merit increase for the County Attorney.
- 3. Board direction.

#### **Recommendation:**

Options #1 and #2.

#### Attachments:

- 1. Performance Review Summary and Overall Ratings
- 2. Individual Commissioner Performance Reviews of the County Administrator
- 3. Board Policy No 11-6, titled "County Administrator Evaluation and Annual Reporting Process" and Performance Evaluation Form
- 4. FY 16/17 Significant Milestones Summary
- 5. 2017 Annual Report



Leon County Board of County Commissioners Performance Evaluation Results for County Administrator October 1, 2016 to September 30, 2017

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

Commissioner	Average
Commissioner Maddox	5.00
Commissioner Proctor	4.97
Commissioner Lindley	5.00
Commissioner Dozier	4.95
Commissioner Jackson	5.00
Commissioner Dailey	5.00
Commissioner Desloge	4.92
Total for this evaluation period	4.98

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## Leon County Board of County Commissioners Performance Evaluation

## County Administrator for October 1, 2016 to September 30, 2017

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

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

#### 2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS

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

3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Professionally executes Board policies and programs through county workforce.	5

4. REPORTING

Performance Rating

**Performance Rating** 

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

a. Provides the Board with reports concerning matters of importance to the County.	5
b. Reports are accurate, comprehensive and produced in a timely manner.	5
c. Prepares an agenda which reflects accurate and timely policy analysis and offers sound recommendations.	5
d. Promotes transparency in the documents and affairs of the County government.	5

5. SUPERVISION	Performance Rating
a. Employs a professional, knowledgeable staff.	5
b. Maintains a healthy and productive organizational culture.	4
c. Employees are recognized for best practices in the industry.	5
d. Employees have training and professional growth opportunities within the organization.	5
e. Encourages teamwork, innovation, and effective problem-solving among staff members.	5
f. Institutes in employees a culture that is focused on customer service and responsible stewardship.	5

6. FISCAL MANAGEMENT	Performance Rating
a. Prepares a balanced budget to provide services at a level directed by the Board.	5
b. Makes the best possible use of available funds, to operate the County efficiently and effectively.	5
c. Prepares a budget which is well formatted.	5
d. Fiscal management reflects sound financial planning and controls.	5
e. Appropriately monitors and manages the fiscal activities of the organization.	5

7. CITIZEN/COMMUNITY RELATIONS	Performance Rating
a. Responsive to complaints from citizens.	5
b. Demonstrates a dedication to service to the community and its citizens.	5
c. Skillful with the news media, avoiding political positions and partisanship.	5
<ul> <li>Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.</li> </ul>	5
e. Willing to meet with members of the community to discuss their concerns.	5
f. Engages with community partners on local initiatives.	5
g. Avoids unnecessary controversy.	5
h. Respected as a community leader.	5

# 8. 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 benefitted from the Administrator's leadership)?

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

The Woodville Sewer Project was awesome and I appreciate the unexpected grants to relieve the septic tank issues in Woodville. Vince's management of the pre and post storm issues were well executed. He has listened to me and has done his best to incorporate my suggestions.

9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

The area of minority business contracting needs improvement. Leon County continues to contribute to ours being the nations most economically segregated community by doing business with nearly 100 percent white male vendors. Vince needs help from our Board. I would like to see a minimum wage of \$14 per hour that reflects what Career Source has declared as a living wage for our area. I propose that this issue be brought before the Board again and again.

#### 10. Other comments?

Alan Rosenzweig is a superb Deputy County Administrator. Vince and Alan as a tandem are the equivalent of Bobby Bowden and Mickey Andrews. They work quite well together and they are an extraordinary team. I look forward to another great year.

Performance	<b>Evaluation</b>	Results	submitted by:	Commissioner	Proctor
1 ci ioi manec	L'aluation	Itcoulto	submitted by.	Commissioner	1100001

	<b>Total Factors Rated:</b>	39 / 39
	<b>Total All Points:</b>	194
	Average Rating:	4.97
Signature: Commissioner	Date	
Signature: County Administrator	Date	



## Leon County Board of County Commissioners Performance Evaluation

## County Administrator for October 1, 2016 to September 30, 2017

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

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

#### 2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS

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

3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Professionally executes Board policies and programs through county workforce.	5

4. REPORTING

Performance Rating

**Performance Rating** 

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

a. Provides the Board with reports concerning matters of importance to the County.	5
b. Reports are accurate, comprehensive and produced in a timely manner.	5
<ul> <li>Prepares an agenda which reflects accurate and timely policy analysis and offers sound recommendations.</li> </ul>	5
d. Promotes transparency in the documents and affairs of the County government.	5

5. SUPERVISION	Performance Rating
a. Employs a professional, knowledgeable staff.	5
b. Maintains a healthy and productive organizational culture.	5
c. Employees are recognized for best practices in the industry.	5
d. Employees have training and professional growth opportunities within the organization.	5
e. Encourages teamwork, innovation, and effective problem-solving among staff members.	5
f. Institutes in employees a culture that is focused on customer service and responsible stewardship.	5

6. FISCAL MANAGEMENT	Performance Rating
a. Prepares a balanced budget to provide services at a level directed by the Board.	5
b. Makes the best possible use of available funds, to operate the County efficiently and effectively.	5
c. Prepares a budget which is well formatted.	5
d. Fiscal management reflects sound financial planning and controls.	5
e. Appropriately monitors and manages the fiscal activities of the organization.	5

7. CITIZEN/COMMUNITY RELATIONS	Performance Rating
a. Responsive to complaints from citizens.	5
b. Demonstrates a dedication to service to the community and its citizens.	5
c. Skillful with the news media, avoiding political positions and partisanship.	5
d. Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.	5
e. Willing to meet with members of the community to discuss their concerns.	5
f. Engages with community partners on local initiatives.	5
g. Avoids unnecessary controversy.	5
h. Respected as a community leader.	5

# 8. 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 benefitted from the Administrator's leadership)?

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

Vince has shown exceptional leadership in two areas this year: guiding the BOCC through the CRA processes and being proactive in budget policy formation in anticipation of the additional homestead tax exemption. We are very fortunate to have a County Administrator with his political astuteness and his well-deserved reputation that exists not only in our county and state, but nationally as well.

9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

10. Other comments?

	Performance Evaluation Results submitted by: Commissioner Maddox	
	Total Factors Rated:	39 / 39
	Total All Points:	195
	Average Rating:	5.00
Signature: Commissioner	Date	
Signature: County Administrator	Date	



### Leon County Board of County Commissioners Performance Evaluation

## County Administrator for October 1, 2016 to September 30, 2017

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

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

#### 2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS

a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
<ul> <li>Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action</li> </ul>	5
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.	5
d. Responds to requests for information or assistance by the Board.	5

3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Professionally executes Board policies and programs through county workforce.	5

4. REPORTING

Performance Rating

**Performance Rating** 

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

a. Provides the Board with reports concerning matters of importance to the County.	5
b. Reports are accurate, comprehensive and produced in a timely manner.	5
<ul> <li>Prepares an agenda which reflects accurate and timely policy analysis and offers sound recommendations.</li> </ul>	5
d. Promotes transparency in the documents and affairs of the County government.	5

5. SUPERVISION	Performance Rating
a. Employs a professional, knowledgeable staff.	5
b. Maintains a healthy and productive organizational culture.	5
c. Employees are recognized for best practices in the industry.	5
d. Employees have training and professional growth opportunities within the organization.	5
e. Encourages teamwork, innovation, and effective problem-solving among staff members.	5
f. Institutes in employees a culture that is focused on customer service and responsible stewardship.	5

6. FISCAL MANAGEMENT	Performance Rating
a. Prepares a balanced budget to provide services at a level directed by the Board.	5
b. Makes the best possible use of available funds, to operate the County efficiently and effectively.	5
c. Prepares a budget which is well formatted.	5
d. Fiscal management reflects sound financial planning and controls.	5
e. Appropriately monitors and manages the fiscal activities of the organization.	5

7. CITIZEN/COMMUNITY RELATIONS	Performance Rating
a. Responsive to complaints from citizens.	5
b. Demonstrates a dedication to service to the community and its citizens.	5
c. Skillful with the news media, avoiding political positions and partisanship.	5
d. Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.	5
e. Willing to meet with members of the community to discuss their concerns.	5
f. Engages with community partners on local initiatives.	5
g. Avoids unnecessary controversy.	5
h. Respected as a community leader.	5

# 8. 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 benefitted from the Administrator's leadership)?

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

I appreciate Vince's deep knowledge of virtually every problem or issue that comes before the board. It is difficult to catch him unawares, even during rambling board meetings where a question or request of the County Administrator comes out of the blue.

Perhaps more unusual is not that he knows County issues so well, but that he is also highly tuned to how our concerns play into those of our partners in the community and the county commission's role in intergovernmental boards, specially the hotly controversial CRA (of late) and the coming-in-to-its own new Blueprint 2020 and Office of Economic Vitality.

He is a great problem solver and while he comes up with his best advice for how to proceed, he's also flexible and acknowledges that there are usually many ways to skin a cat. That is, an administratively sound solution may not be great as a politically workable one.

9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

I appreciate the way the county is run and am particularly impressed with the high level of staff competence, from the stars of the professional team to the teams of folks who are in the field, gloryless most days.

10. Other comments?

Vince's great sense of humor is a great management gift and tool, as is his storytelling prowess and self-effacing (yet weirdly self-confident) way with deflating stressful or tedious situations.

I do wonder why he and the Deputy county administrator feel the need to double-team me in briefings; though that's enjoyable, I am also very comfortable speaking with one or the other solo, which might save them some time.

	Performance Evaluation Results submitted by: Commissioner Lindle		
	Total Factors Rated:	39 / 39	
	Total All Points:	195	
	Average Rating:	5.00	
Signature: Commissioner	Date		
Signature: County Administrator	Date		

Submitted by: Commissioner Lindley



### Leon County Board of County Commissioners Performance Evaluation

## County Administrator for October 1, 2016 to September 30, 2017

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

	Performance Rating
a. Knowledgeable of current developments affecting the management field and county governments.	5
b. Respected in management profession.	5
c. Has a capacity for and encourages innovation.	5
d. Anticipates problems and develops effective approaches for solving them.	5
e. Willing to try new ideas proposed by Board Members or staff.	5
f. Interacts with the Board in a collegial and straightforward manner.	5

# 2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS Performance Rating a. Carries out directives of the Board as a whole rather than those of any one Board member. 5

a	. Carries out unectives of the Board as a whole father than mose of any one Board memoer.	5
t	<ul> <li>Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action</li> </ul>	5
C	<ul> <li>Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.</li> </ul>	5
d	1. Responds to requests for information or assistance by the Board.	5

POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
<ul> <li>Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.</li> </ul>	5
f. Professionally executes Board policies and programs through county workforce.	5

4. REPORTING

Performance Rating

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

a. Provides the Board with reports concerning matters of importance to the County.	5
b. Reports are accurate, comprehensive and produced in a timely manner.	5
<ul> <li>Prepares an agenda which reflects accurate and timely policy analysis and offers sound recommendations.</li> </ul>	5
d. Promotes transparency in the documents and affairs of the County government.	5

5. SUPERVISION	Performance Rating
a. Employs a professional, knowledgeable staff.	5
b. Maintains a healthy and productive organizational culture.	5
c. Employees are recognized for best practices in the industry.	5
d. Employees have training and professional growth opportunities within the organization.	5
e. Encourages teamwork, innovation, and effective problem-solving among staff members.	5
f. Institutes in employees a culture that is focused on customer service and responsible stewardship.	5

6. FISCAL MANAGEMENT	Performance Rating
a. Prepares a balanced budget to provide services at a level directed by the Board.	5
b. Makes the best possible use of available funds, to operate the County efficiently and effectively.	5
c. Prepares a budget which is well formatted.	5
d. Fiscal management reflects sound financial planning and controls.	5
e. Appropriately monitors and manages the fiscal activities of the organization.	5

7. CITIZEN/COMMUNITY RELATIONS	Performance Rating
a. Responsive to complaints from citizens.	5
b. Demonstrates a dedication to service to the community and its citizens.	5
c. Skillful with the news media, avoiding political positions and partisanship.	5
<ul> <li>Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.</li> </ul>	5
e. Willing to meet with members of the community to discuss their concerns.	5
f. Engages with community partners on local initiatives.	5
g. Avoids unnecessary controversy.	5
h. Respected as a community leader.	5

8. 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 benefitted from the Administrator's leadership)?

9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

10. Other comments?

	Performance Evaluation Results submitted by: Con	nmissioner Jackson
	Total Factors Rated:	39 / 39
	Total All Points:	195
	Average Rating:	5.00
Signature: Commissioner	Date	
Signature: County Administrator	Date	



## Leon County Board of County Commissioners Performance Evaluation

## County Administrator for October 1, 2016 to September 30, 2017

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

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

### 2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS

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

3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Professionally executes Board policies and programs through county workforce.	5

Performance Rating

**Performance Rating** 

4. REPORTING

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

a. Provides the Board with reports concerning matters of importance to the County.	5
b. Reports are accurate, comprehensive and produced in a timely manner.	4
c. Prepares an agenda which reflects accurate and timely policy analysis and offers sound recommendations.	5
d. Promotes transparency in the documents and affairs of the County government.	5

5. SUPERVISION	Performance Rating
a. Employs a professional, knowledgeable staff.	5
b. Maintains a healthy and productive organizational culture.	5
c. Employees are recognized for best practices in the industry.	5
d. Employees have training and professional growth opportunities within the organization.	5
e. Encourages teamwork, innovation, and effective problem-solving among staff members.	5
f. Institutes in employees a culture that is focused on customer service and responsible stewardship.	5

6. FISCAL MANAGEMENT	Performance Rating
a. Prepares a balanced budget to provide services at a level directed by the Board.	5
b. Makes the best possible use of available funds, to operate the County efficiently and effectively.	5
c. Prepares a budget which is well formatted.	5
d. Fiscal management reflects sound financial planning and controls.	5
e. Appropriately monitors and manages the fiscal activities of the organization.	5

7. CITIZEN/COMMUNITY RELATIONS	Performance Rating
a. Responsive to complaints from citizens.	5
b. Demonstrates a dedication to service to the community and its citizens.	5
c. Skillful with the news media, avoiding political positions and partisanship.	5
d. Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.	5
e. Willing to meet with members of the community to discuss their concerns.	5
f. Engages with community partners on local initiatives.	5
g. Avoids unnecessary controversy.	5
h. Respected as a community leader.	5

# 8. 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 benefitted from the Administrator's leadership)?

9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

10. Other comments?

	Performance Evaluation Results submitted by: Commissioner Dozier	
	Total Factors Rated:	39 / 39
	Total All Points:	193
	Average Rating:	4.95
Signature: Commissioner	Date	
Signature: County Administrator	Date	



### Leon County Board of County Commissioners Performance Evaluation

## County Administrator for October 1, 2016 to September 30, 2017

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

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

### 2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS

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

3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	4
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Professionally executes Board policies and programs through county workforce.	5

Performance Rating

**Performance Rating** 

Page 1 of 3

4. REPORTING

Submitted by: Commissioner Desloge

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

a. Provides the Board with reports concerning matters of importance to the County.	5
b. Reports are accurate, comprehensive and produced in a timely manner.	5
c. Prepares an agenda which reflects accurate and timely policy analysis and offers sound recommendations.	5
d. Promotes transparency in the documents and affairs of the County government.	5

5. SUPERVISION	Performance Rating
a. Employs a professional, knowledgeable staff.	5
b. Maintains a healthy and productive organizational culture.	5
c. Employees are recognized for best practices in the industry.	5
d. Employees have training and professional growth opportunities within the organization.	5
e. Encourages teamwork, innovation, and effective problem-solving among staff members.	5
f. Institutes in employees a culture that is focused on customer service and responsible stewardship.	5

6. FISCAL MANAGEMENT	Performance Rating
a. Prepares a balanced budget to provide services at a level directed by the Board.	5
b. Makes the best possible use of available funds, to operate the County efficiently and effectively.	5
c. Prepares a budget which is well formatted.	5
d. Fiscal management reflects sound financial planning and controls.	5
e. Appropriately monitors and manages the fiscal activities of the organization.	5

7. CITIZEN/COMMUNITY RELATIONS	Performance Rating
a. Responsive to complaints from citizens.	4
b. Demonstrates a dedication to service to the community and its citizens.	5
c. Skillful with the news media, avoiding political positions and partisanship.	5
d. Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.	5
e. Willing to meet with members of the community to discuss their concerns.	5
f. Engages with community partners on local initiatives.	5
g. Avoids unnecessary controversy.	5
h. Respected as a community leader.	5

# 8. 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 benefitted from the Administrator's leadership)?

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

During my term as president of NACo, extensive travel was required. Vince made sure I was kept informed on issues coming to the Commission, briefed on the Commission agendas and assisted my aide in insuring she had the information necessary to address District IV residents' concerns. He and his staff were invaluable throughout the process allowing me to be responsive to my constituents by email, phone calls and texts.

## 9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

Continue to innovate & rather than wait for some of the other governmental agencies to step up - be the catalyst for change in our community - help provide a forum where ideas can be exchanged and continue to reach out and bridge the gap between all local governments - oh, and quit losing weight , you're making the rest of us look like slugs !

### 10. Other comments?

I want to commend Vince for his leadership. His attention to detail and responsiveness to Commission, contractor and constituent issues has insured we have maintained our duties and responsibilities in the most highly ethical and conscientious manner. I applaud your attention to detail and your leadership.

He is widely respected among his colleagues for his knowledge, skills and abilities to accurately and professionally manage his duties and responsibilities - he brings great credit to our government as he is widely recognized state-wide and nationally for his expertise.

### Performance Evaluation Results submitted by: Commissioner Desloge

	<b>Total Factors Rated:</b>	39 / 39
	Total All Points:	192
	Average Rating:	4.92
Signature: Commissioner	Date	
Signature: County Administrator	Date	



## Leon County Board of County Commissioners Performance Evaluation

## County Administrator for October 1, 2016 to September 30, 2017

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

<ul><li>a. Knowledgeable of current developments affecting the management field and county governments.</li><li>b. Respected in management profession.</li></ul>	_
b. Respected in management profession.	c
	5
c. Has a capacity for and encourages innovation.	5
d. Anticipates problems and develops effective approaches for solving them.	5
e. Willing to try new ideas proposed by Board Members or staff.	5
f. Interacts with the Board in a collegial and straightforward manner.	5

# 2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS Performance Rating

	a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
ļ	b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action	5
ļ	<ul> <li>Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.</li> </ul>	5
į	d. Responds to requests for information or assistance by the Board.	5

POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
<ul> <li>Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.</li> </ul>	5
f. Professionally executes Board policies and programs through county workforce.	5

4. REPORTING

Performance Rating

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

a. Provides the Board with reports concerning matters of importance to the County.	5
b. Reports are accurate, comprehensive and produced in a timely manner.	5
<ul> <li>Prepares an agenda which reflects accurate and timely policy analysis and offers sound recommendations.</li> </ul>	5
d. Promotes transparency in the documents and affairs of the County government.	5

5. SUPERVISION	Performance Rating
a. Employs a professional, knowledgeable staff.	5
b. Maintains a healthy and productive organizational culture.	5
c. Employees are recognized for best practices in the industry.	5
d. Employees have training and professional growth opportunities within the organization.	5
e. Encourages teamwork, innovation, and effective problem-solving among staff members.	5
f. Institutes in employees a culture that is focused on customer service and responsible stewardship.	5

6. FISCAL MANAGEMENT	Performance Rating
a. Prepares a balanced budget to provide services at a level directed by the Board.	5
b. Makes the best possible use of available funds, to operate the County efficiently and effectively.	5
c. Prepares a budget which is well formatted.	5
d. Fiscal management reflects sound financial planning and controls.	5
e. Appropriately monitors and manages the fiscal activities of the organization.	5

7. CITIZEN/COMMUNITY RELATIONS	Performance Rating
a. Responsive to complaints from citizens.	5
b. Demonstrates a dedication to service to the community and its citizens.	5
c. Skillful with the news media, avoiding political positions and partisanship.	5
<ul> <li>Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.</li> </ul>	5
e. Willing to meet with members of the community to discuss their concerns.	5
f. Engages with community partners on local initiatives.	5
g. Avoids unnecessary controversy.	5
h. Respected as a community leader.	5

# 8. 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 benefitted from the Administrator's leadership)?

Vince is doing a great job, keep up the incredible work.

9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

10. Other comments?

	Performance Evaluation Results submitted by: C	ommissioner Dailey
-	Total Factors Rated:	39 / 39
	Total All Points:	195
	Average Rating:	5.00
Signature: Commissioner	Date	
Signature: County Administrator	Date	

## Board of County Commissioners Leon County, Florida

### Policy No. 11 - 6

Title:	County Administrator Performance Evaluation and Annual Reporting Process
Date Adopted:	September 15, 2015
Effective Date:	September 15, 2015
Reference:	N/A
Policy Superseded:	Policy No. 11-6, "County Administrator Performance Evaluation and Annual Reporting Process," adopted September 13, 2011; revised January 29, 2013; revised January 27, 2015

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 September 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 second regularly scheduled meeting in September 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.

### 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.
- 6. By no later than October 1 of 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.
- 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. Each Commissioner is encouraged to meet with the County Administrator to discuss their individual evaluation.
- 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.
- 9. 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.
- 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.

Revised September 15, 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 county governments.					
b.	Respected in management profession.					
с.	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 the Board in a collegial and straightforward manner.					

2.	<b>RELATIONS WITH BOARD OF COUNTY COMMISSIONERS</b>	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.					
с.	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.					

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.					
с.	Enforces County policies.					
d.	Understands County's laws and ordinances.					
e.	Reviews ordinance and policy procedures periodically to suggest					
	improvements to their effectiveness.					
f.	Professionally executes Board policies and programs through county					
	workforce.					

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.					
с.	Prepares an agenda which reflects accurate and timely policy analysis					
	and offers sound recommendations.					
d.	Promotes transparency in the documents and affairs of the County					
	government.					

5.	SUPERVISION	5	4	3	2	1
a.	Employs a professional, knowledgeable staff.					
b.	Maintains a healthy and productive organizational culture.					
с.	Employees are recognized for best practices in the industry.					
d.	Employees have training and professional growth opportunities within					
	the organization					
e.	Encourages teamwork, innovation, and effective problem-solving					
	among the staff members.					
f.	Institutes in employees a culture that is focused on customer service					
	and responsible stewardship.					

6.	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, to operate the County					
	efficiently and effectively.					
с.	Prepares a budget which is well formatted.					
d.	Fiscal management reflects sound financial planning and controls.					
e.	Appropriately monitors and manages the fiscal activities of the					
	organization.					

7.	CITIZEN/COMMUNITY 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.	Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.					
e.	Willing to meet with members of the community to discuss their concerns.					
f.	Engages with community partners on local initiatives.					
g.	Avoids unnecessary controversy.					
h.	Respected as a community leader.					

 Total All Points:
 Divide Total by: <u>39</u> (# of categories)
 Average:

- 8. 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)?
- 9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrator to improve these areas?

**10.** Other comments?

Signature:

Date:

## **BOARD OF COUNTY COMMISSIONERS**

## MEMORANDUM

DATE:	September 26, 2017
то:	The Honorable Chairman and Board of County Commissioners
FROM:	Vincent S. Long, County Administrator
SUBJECT:	2017 County Administrator Evaluations

At today's Commission meeting, you will receive the 2017 Annual Report which provides great detail on many of our accomplishments over the past year. The 76-page report only begins to capture the effort and progress of our organizational efforts in continuing to become a government that our citizens believe in and others benchmark against.

Tomorrow you will receive my annual performance evaluation form via e-mail from Human Resources. Pursuant to Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process," the Chairman will review each individual Commissioner's evaluation form and approve an appropriate merit percentage increase above the annual increase approved in the FY 2017-2018 budget for general employees in accordance with the contract of the County Administrator. The compilation of each Commissioner's evaluation forms and the merit percentage increase will be presented at the October 24 meeting for ratification by the Board.

In addition to the 2017 Annual Report, I submit the following summary of selected significant milestones and improvements achieved during Fiscal Year 2016-17 to further assist you in your individual evaluations. As your County Administrator, my goal is to continue to provide the highest standard of fiscal, strategic and operational leadership to Leon County while driving employee performance and satisfaction, demonstrating our tremendous value to the community and continuing to earn your confidence. As always, I greatly appreciate your support and feedback.

### Policy Implementation and Project Execution:

Provided focused leadership and timely, accurate and reliable policy analysis and project implementation on routine, high priority and potentially problematic issues in 2017

• Successfully completed Leon County's first five-year Strategic Plan and delivered an Impact and Progress Report to the Board highlighting the implementation of 148 (or 96%) of the 154 specific strategic initiatives included in the plan in the Board's priority areas of Economy, Environment, Quality of Life, and Governance. As reflected in the Impact and Progress Report, all remaining initiatives are in progress and on track for completion.

- Created the new Leon County FY2017-FY2021 Strategic Plan to advance the Board's four strategic priorities, including the addition of new five-year targets and bold "stretch" goals for each priority. The new Strategic Plan was nationally recognized in 2017 as one of the "100 Brilliant Ideas at Work" by the National Association of Counties (NACo).
- Directed the development and implementation of the Hurricane Hermine After-Action Report which included 110 findings and 80 specific recommendations to strengthen the County's ability to respond to and recover from future disasters. To date, 78 of those recommendations, or 98%, are complete.
- Created a new Community Relations and Resilience function within the County organization to ensure the highest level of coordination year-round between Leon County Emergency Management and Community & Media Relations, as well as other critical Leon County functions such as public works, information technology and geographic information systems, volunteer services, coordination with partner agencies, and others as recommended in the Hurricane Hermine After-Action Report.
- Successfully conducted the second Leon Works Expo in October 2016, connecting over 360 students and 220 additional citizens with skilled careers and training opportunities.
- Enhanced the Leon Works initiative by creating the Leon Works Junior Apprenticeship Program and employed the first class of 20 local high school students as junior apprentices to shadow and train with County staff to prepare for in-demand skilled careers.
- Directed and coordinated the County's efforts to host the NACo Fall Board Meeting in December 2016, which included formal opportunities to showcase several Leon County initiatives recognized nationally as best practices to over 150 County Commissioners and staff from across the country.
- Initiated a disparity study to review policies and practices related to hiring small-, minority-, and women-owned businesses through the Tallahassee-Leon County Office of Economic Vitality.
- Created a proposed ordinance in partnership with the County Attorney's office for the siting of medical marijuana dispensaries within Leon County, consistent with Amendment 2 on the 2016 general election ballot, the Florida Medical Marijuana Legalization Initiative.
- Appointed a workgroup consisting of County staff and community partners to recommend amendments to County ordinances for the placement, construction and installation of wireless communication facilities in the County's rights-of-way.
- Increased Leon County's recycling rate to 54% countywide, significantly outpacing the national average of 34%.

### Financial Management:

Provided for the sound financial management and fiscal stewardship of Leon County in 2017

- Ensured the County's long-term fiscal viability by providing the Board with fiscal plan options to prepare for the potential passage of an additional \$25,000 homestead exemption, referred by the Florida Legislature to the 2018 general election ballot.
- Achieved an upgraded "AA+" General Obligation Bond rating with a stable financial outlook. The most recent report issued by Moody's Investor Service cited the County's "prudent, forward-looking budgeting, high reserve levels, and strong liquidity."
- Produced a balanced FY 2018 Budget with no increase in the millage rate, additional cost avoidances through internal efficiency efforts, and a continued reduced use of General Fund balance.
- Avoided \$3.1 million associated with equipment replacement over the next five years by developing an alternative approach to the County's existing capital maintenance program. The County's capital maintenance program now prioritizes projects based on current needs as opposed to a predetermined replacement schedule.
- Realized over \$1 million in utility savings through the County's energy efficiency investments.
- Identified several million dollars in additional cost avoidance and budget reductions through the County's I² Employee Awards program and Cross Departmental Teams.
- Continued to reduce the County's outstanding debt obligations through the retirement of bonds and refinancing other debt.
- Increased recurring general revenue support for capital projects from \$3.0 million to \$3.9 million in the FY 2018 preliminary budget.
- Continued to administer the County's reserves within the policy minimum and maximum thresholds.
- Sustained the lowest net operating budget, the lowest net budget per resident and lowest number of county employees per 1,000 residents when compared to other like-sized counties while having some of the highest percentage of property tax off the rolls due to exemptions.
- Leveraged \$11.3 million in grant funding with a leveraging ratio of 6 to 1.

### Crisis Management:

## Ensured prompt organizational focus, accountability and compassion in dealing with crises in 2017

• Led efforts to ensure the community's swift and thorough recovery in the weeks and months following Hurricane Hermine, including the collection and removal of storm debris, ensuring that citizens remain connected to vital sources of recovery assistance, and working with FEMA to seek reimbursement for the County's storm-related expenses.

- Directed and coordinated our community's response to Hurricane Irma connecting our citizens to the vital resources they needed before, during and after the storm; leveraging community resources; and strengthening partnerships to help our community respond, recover and emerge even more resilient.
- Promptly responded to a cyber-hack on the Leon County website through coordination of the County's Information Technology team with contract digital security workers to ensure no information was compromised while further enhancing the County's security to prevent future cyber-hacks.

### Promoting Economic Vitality:

Continued to ensure that Leon County remains an effective leader and a reliable partner in growing and diversifying our community and local economy

- Implemented significant new changes and enhancements within the Department of Development Support and Environmental Management to better facilitate the highest quality service to our customers and the highest quality development for our community.
- Engaged over 1,100 citizens and community leaders to produce the Tallahassee-Leon County Economic Development Strategic Plan, which reflects a unified vision for a successful economic development strategy that aligns and optimizes community resources.
- Launched Leon County's Property Assessed Clean Energy (PACE) program, which will provide homeowners a new opportunity to finance clean energy improvements, save money, and support local jobs.
- Awarded the successful bid to host an Americas Competiveness Exchange Tour, allowing Leon County to showcase the economic competiveness of our region to over 70 high-level leaders, executives, and policy makers from Canada, South and Central Americas, and Asia.
- Increased the number of Minority, Women, and Small Business Enterprise Program certifications and recertifications by 25 percent.
- Launched the Capital Local Outreach Opportunity Program (Capital LOOP), an innovative business retention and expansion strategy enabling staff to identify trending issues, leverage new opportunities, and formulate collaborative solutions to challenges with the support of community economic ecosystem partners.
- Led our tourism economy to another record-setting year, with \$895 million in economic impact from 2.4 million visitors, supporting over 14,500 tourism-related jobs in Leon County.
- Continued to grow our tourism economy by utilizing BP oil spill settlement funds to enhance concerts, community festivals, and events at the Capital City Amphitheater including the Florida Jazz and Blues Festival and the Word of South Festival.
- Secured and successfully hosted 10 major cross country events at the Apalachee Regional Park including the AAU National Championship and two USA Track & Field National

Championships, and secured the 2021 NCAA Cross Country National Championships – the first time the race will be hosted in Florida in the event's 79-year history.

• Ensured the full collection and remittal of tourist development taxes to the County from short-term rental listings on AirBNB by developing and executing a voluntary collection agreement.

### Organizational Improvement and Innovation:

Continued to lead organizational improvements, drive innovation and enhance employee development, empowerment, and well-being

- Continued to enhance staff development efforts to ensure leadership at all levels of the organization by hosting quarterly Leadership Team staff meetings, providing monthly leadership learning activities, and sponsoring nine employees' participation to date in Certified Public Manager training.
- Led the County's efforts to win 13 more NACo Achievement Awards in 2017 for best practices for the efficient, equitable and innovative provision of services to our community:
  - Build Your Bucket
  - Capital Cascades Stage and Concert Series
  - Consolidation of 911 Dispatch
  - Human Trafficking Awareness Training
  - Leon Works Expo
  - Library Telescope Lending Program
  - Mobile-Friendly Emergency Information Portal
  - Special Event Online Grant Application
  - Strategic Plan Targets & Bold Goals
  - The Kearney Center
  - The Longest Table
  - Workplace Sustainability Workshop Series
  - Your Checkbook

In the past five years, Leon County has received 47 NACo Achievement Awards, two projects designated as the best program in their award category nationwide, and four more Leon County initiatives recognized as "100 Brilliant Ideas at Work" showcasing the best innovations in government across 3,069 counties.

- Planned and administered four national award-winning public works projects which earned Project of the Year awards from the American Public Works Association, recognizing outstanding public works projects throughout the nation that achieve project goals within budget while exceeding public expectations.
- Implemented a \$12 per hour living wage for Leon County employees, increasing the hourly salary of 99 County employees and ensuring that no new County employee will be hired for less than \$12 per hour.

- Enhanced the County's existing personnel policy to provide paid parental leave to County employees, ensuring that all County employees will be eligible to receive up to six weeks of paid leave to care for and bond with a newborn or newly-adopted child.
- Created the Green Team Committee, an interdepartmental sustainability committee dedicated to further enhancing sustainable workplace practices, such as energy and water conservation, purchasing environmentally sustainable materials, and waste reduction.
- Directed the implementation of significant service upgrades to the County's development-related processes including creating a new value proposition articulating the County's commitment to our customers; establishing an "ombudsman" position to functionally resolve foreseeable problems; and renovating physical space to reflect a more professional, welcoming, and customer-oriented support area; and hosted an open house in May 2017 to introduce citizens and business partners to the new upgrades.
- Continued to identify new organizational innovations, efficiencies, and cost savings through the County's I² Employee Awards program including the enhancement and expanded distribution of the County's annual Disaster Survival Guide, enhanced digital signage at the Renaissance Center, and use of existing resources to enhance audio/visual capabilities at the Emergency Operations Center.
- Appointed a Cross Departmental Action Team in 2017 which identified process and efficiency improvements including utilizing County resources to perform preliminary site work for a capital project, partially outsourcing the preventative maintenance of County vehicles, and enhancing the use of space already owned by the County.
- Initiated the County's transition to an upgraded human resource management system to streamline and expedite the process of hiring and onboarding new County employees.
- Created a Contract Compliance Specialist position, funded from liquidated damages received from the County's solid waste collection contractor, to ensure that the contractor addresses customer complaints in a timely fashion.
- Ensured that every member of the County's leadership team is trained in Domestic Violence, Sexual Violence & Stalking in the Workplace awareness by providing this training at a quarterly Leadership Team meeting.
- Assigned jurisdiction to the Florida Public Service Commission to regulate private water and wastewater utilities in Leon County, avoiding up to \$100,000 in direct costs to the County associated with the review and consideration of each rate increase proposed by these utilities.
- Streamlined and expedited the nuisance abatement process by creating a Nuisance Abatement Board, updating the County's ordinance, and budgeting funds to support the abatement of public nuisances such as dilapidated structures, unsafe buildings, abandoned personal property, and excessive weed growth.
- Initiated the establishment of a Citizen Charter Review Committee to review Leon County's Home Rule Charter and propose amendments or revisions.

### Capital Project Oversight and Implementation:

Ensured the professional project oversight, design, engineering, procurement, schedule and budgeting of safe, functional and high quality capital projects in 2017

- Planned, budgeted, and administered the successful delivery of major infrastructure projects totaling over \$17 million.
- Provided continued leadership over Blueprint 2000 project execution including Capital Circle Northwest and Southwest, the Magnolia Drive Multi-use Trail, and the Capital Cascades Crossing Trail and Pedestrian Bridge.
- Leveraged a \$1.5 million state grant for the first phase of the Woodville Wastewater Retrofit project, which will ultimately eliminate old septic tanks and improve water quality in the Woodville community.
- Initiated the design phase of the Woodside Heights septic to sewer conversion project, which will provide approximately 200 parcels with central sewer service.
- Completed the construction of Jackson View Landing, featuring an aluminum floating dock, space for boat trailers, rehabilitated boat ramp, improved parking, a restroom facility and new signage.
- Created and implemented a formal policy for the placement of street lights along County roads in unincorporated areas of Leon County.
- Enhanced the County's Fire Hydrant Policy to establish a cost-sharing program with neighborhoods for the installation of new fire hydrants in unincorporated Leon County.
- Initiated the construction of the St. Marks Headwaters Greenway Baum Road trailhead, which will enhance public access to over 700 acres of conservation and environmentally sensitive lands.

### Leveraging Partnerships

Continued to implement new opportunities to leverage partnerships to the benefit of the community in 2017

- Partnered with Florida State University to assemble thousands of care packages to families in South Florida affected by Hurricane Irma.
- Directed the development and implementation of a Central Receiving Facility transportation plan in collaboration with health care and law enforcement partners, significantly enhancing the coordination of services for citizens with mental or behavioral health needs.
- Led the County's efforts to partner with CareerSource Capital Region to fund the wages of Leon County's Leon Works Junior Apprentices and the Leon County Summer Youth Training Program, resulting in cost savings of over \$80,000.
- Planned and successfully administered a hurricane tabletop exercise for key personnel from Leon County and emergency management partner agencies, hosted by nationally recognized faculty at the Florida State University Center for Disaster Risk Policy.

- Enhanced the Community Human Services Partnership grant application process to increase efficiency and better address the human service needs of the community.
- Created the Nature Coast Regional Connector Trail Alliance to prioritize the creation of a 168-mile trail connection that will positively impact trail-related tourism and economic activity through the Big Bend Region.
- Convened a roundtable discussion with local and regional nonprofit providers to review the federal appropriations process and the potential impacts of proposed reductions for nonprofit human services.
- Continued to leverage the investment of Tourist Development Tax funds in local cultural activities and programs through the Council on Culture and Arts.
- Created a County-wide Animal Abuser registry in collaboration with the City of Tallahassee to increase public awareness of animal abuse crimes and help decrease the occurrences of animal abuse.
- Established the Tallahassee-Leon County Affordable Housing Workgroup to develop a holistic plan for the redevelopment of a multi-family affordable housing project and to identify additional transitional housing opportunities through community partnerships.
- Partnered with local hospitals and medical providers to develop a system of care that exceeds national standards to improve local heart attack outcomes.
- Continued to partner with the Forest Edge neighborhood to remove 35 more tons of trash and debris from the Apalachicola National Forest.

### Citizen and Community Engagement:

Created and enhanced opportunities to engage our community in ways that foster co-creation and connectedness

- Enhanced and re-launched the Citizens Connect mobile app to include emergency-related information and notifications, and reached 15,000 app downloads.
- Continued the nationally-recognized Citizen Engagement Series by hosting a session titled "Public Safety: Preserving Life, Improving Health, and Promoting Safety" featuring Leon County's Emergency Medical Services, the Consolidated Dispatch Agency, and Leon County Emergency Management.
- Launched four new committees to engage citizens and maximize the effectiveness of community partners in implementing the Tallahassee-Leon County Economic Development Strategic Plan.
- Further engaged citizens in shaping the future of our community through the creation of the Advisory Committee on Quality Growth and the Tallahassee-Leon County Affordable Housing Workgroup.
- Continued to honor and recognize the service of local veterans through the annual Operation Thank You breakfast in partnership with the American Legion, hosting over 500 veterans and their families on Veterans Day 2016.

- Engaged over 600 citizens in a conversation on race and its impact on to the community through the Club of Honest Citizens event "Created Equal: A Conversation about Race, Founding Ideals, and Our Hometown."
- Rehabilitated and repaired more than 20 homes in the Oak Ridge neighborhood through Leon County's 9/11 Day of Service with support from County staff and local volunteers.
- Launched the Leon County Library Lecture Series, featuring diverse speakers and topics that engage and inspire, appealing to the interests of all citizens, and engaged over 100 citizens through these events.
- Engaged over 200 citizens at the 2017 Sustainable Communities Summit to learn the importance of our local environment, gain hands-on skills for outdoor adventures, and discover new places to explore in Leon County.
- Provided assistance to more than 7,600 veterans and their dependents to receive over \$36 million in benefits.
- Trained 500 more citizens in CPR at this year's annual Press the Chest event, as well as 100 new mothers in infant CPR and defibrillator use.
- Planned and administered the 2016 Longest Table event in partnership with the Village Square, the City of Tallahassee, and Leadership Tallahassee, which brought more than 1,000 citizens together along FAMU Way to share a meal and engage in heartfelt conversations aimed at breaking down community divisions and building relationships.
- Partnered with Florida State University to host The Big Event at the Second Harvest, where over 40 students volunteered to assemble food packs for families in need.
- Equipped over 1,300 citizens with disaster preparedness buckets and critical storm supplies at the 2017 Build Your Bucket event.
- Partnered with Leadership Tallahassee to continue hosting Leon County's nationallyrecognized "Let's Balance!" budget simulation game to better familiarize citizens with the County's annual budget process.

### Community and Industry Leadership:

Continued to grow professionally to best represent Leon County locally, state-wide and nationally

- Delivered a presentation to the NACo Board of Directors on the transformative power of citizen engagement during the 2016 NACo Fall Board Meeting.
- Engaged County Commissioners from across the state during the Florida Association of Counties "Your First Budget" presentation at the Turnbull Center.
- Delivered a presentation on the topic of effective council-manager relations during the 2017 FAC New Commissioners Orientation in January 2017.
- Continued to engage with other county managers throughout the state as the Immediate Past President of the Florida Association of County Managers.

- Continued to provide leadership to our community's economic development efforts by serving as a member of the Economic Vitality Competitive Projects Cabinet.
- Participated in the Copenhagen Study Tour, funded by the Knight Foundation, to study the urban design of Copenhagen, Denmark to apply best practices to local bicycle and pedestrian projects.
- Continued research and analyze local government best practices across the country by participating in a Greater Tallahassee Chamber of Commerce-sponsored trip to Nashville, Tennessee to learn about the city's branding and economic development efforts.
- Highlighted the County's Strategic Plan and accomplishments from the 2012-2016 Impact and Progress Report in a presentation to the Tallahassee Active Lifelong Leaders group in January 2017.
- Continued to promote Leon County's achievements and successes through "State of the County" presentations to the Rotary Club of Tallahassee and the Council of Neighborhood Associations.

LEON COUNTY, FLORIDA

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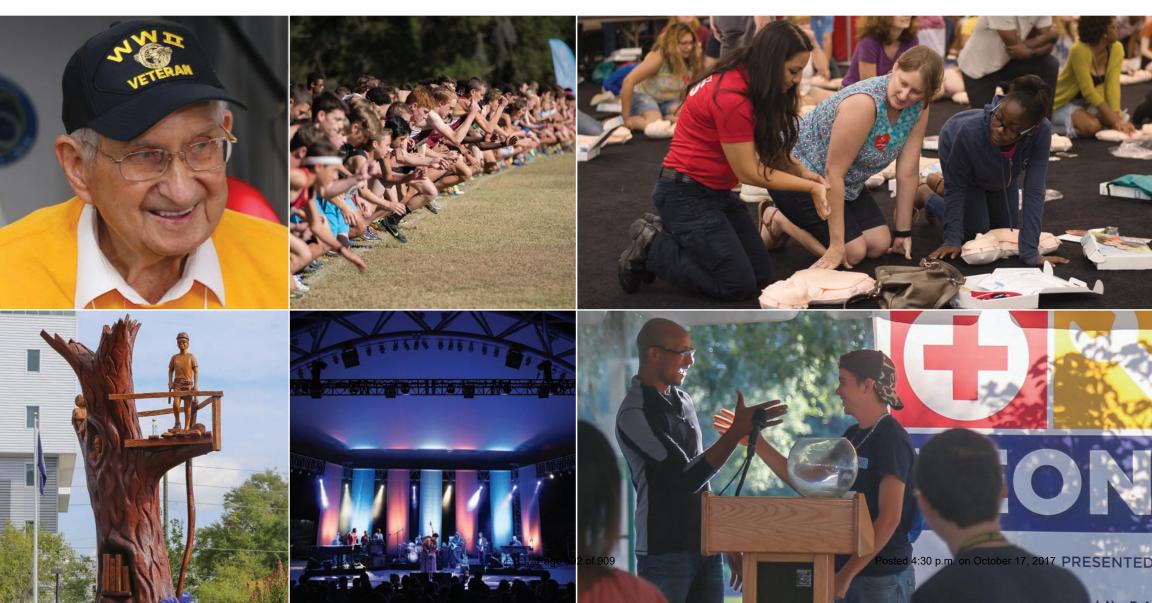


PEOPLE FOCUSED.

PERFORMANCE DRIVEN.

## LEON COUNTY ANNUAL REPORT

# 2017





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### LEON COUNTY STATISTICS

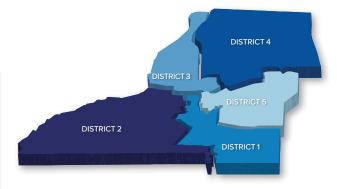
Population: 287,671 **34% unincorporated** 66% within city limits Area (Square Miles): 702 Established: 1824 Charter Date: 2002 County Seat: Tallahassee Median Household Income: \$46,745 Districting: 5 Single Districts / 2 At-Large Median Age: 31.1 Source: The United States Census Bureau

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## **ABOUT LEON COUNTY**

Leon County was named after the Spanish explorer Juan Ponce de Leon. He was the first European to explore Florida in 1513 in search of the "Fountain of Youth" and named the state after the Spanish word for "flowery."

Leon County is home to Florida's capitol, Tallahassee, which was established in 1824. Legislative and executive offices, the State House, and Senate chambers are located here. As a political subdivision of the state, the County is guided by an elected, seven-member Board of County Commissioners.



Five members of the Board are elected to serve specific commission districts and two members are elected at-large. Leon County is a Council-Manager form of government, and the County Administrator is appointed by the Board to oversee all functions, directives and policies. Florida Statutes, Chapter 125, establishes the powers and duties of the County Commission and the County Administrator. As of November 12, 2002, Leon County is governed by a Home Rule Charter.

This document fulfills the annual reporting requirements of Chapter 125.74, Florida Statutes and Sec. 2-501(1), Leon County Administrative Code. 1,500 copies were printed for community distribution at a cost of \$9,185.28 Posted 4:30 p.m. on October 17, 2017

## LEON COUNTY BOARD OF COUNTY COMMISSIONERS



(From Left to Right) District 1 Commissioner Bill Proctor, District 5 Commissioner Kristin Dozier, At-Large Commissioner Nick Maddox (Vice Chairman), District 3 Commissioner John E. Dailey (Chairman), At-Large Commissioner Mary Ann Lindley, District 4 Commissioner Bryan Desloge, District 2 Commissioner Jimbo Jackson.

VISION A community that is safe, healthy and vibrant.

# MISSION

To efficiently provide public services which serve and strengthen our community.

Posted 4:30 p.m. on October 17, 2017 2017 LEON COUNTY ANNUAL REPORT 3

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## MESSAGE FROM THE LEON COUNTY ADMINISTRATOR

PEOPLE FOCUSED. PERFORMANCE DRIVEN.



Vincent S. Long County Administrator (850) 606-5300 LongV@LeonCountyFL.gov

Vince Long has worked for Leon County since 1995 and was appointed County Administrator by the Board of County Commissioners in 2011. As the Chief Executive Officer (CEO) of the county government, he provides fiscal, strategic and operational leadership to the organization, as well as sound analysis and professional implementation of the Board's policies. He holds a Master of Public Administration (MPA) from the Askew School of Public Administration and Policy at Florida State University and is a graduate of the Harvard University, JFK School of Government Institute for Senior Executives in State and Local Government. He is also a Credentialed Manager by the International City/ County Managers Association (ICMA) and currently serves as immediate past President of the Florida Association of County Managers. A graduate of Leadership Tallahassee and Leadership Florida, Vince is a leader in many community and professional organizations. He also serves as a member of the Advisory Council and regular lecturer at the Askew School, as well as frequent speaker and trainer with the Florida Association of Counties' County Commissioner Certification Program.

## 2017 YEAR IN REVIEW: ADVANCING OUR STRATEGY

2017 has been a year of great progress for Leon County Government. Through our focus on executing our strategy, on the excellence of our people and on the everyday issues and aspirations of the citizens we serve, this year we grew in our operational effectiveness and expanded our impact on the community.

Five years ago, we put in place a strategic plan to optimize resources and align our efforts to achieve big results for our community even in a slowly recovering economy. That strategy has guided our efforts at every level of the organization. And in 2017, we delivered an Impact and Progress Report on the last five year strategic plan and launched the new five year 2017-2021 plan – advancing our four strategic priorities and including the addition of new five-year targets and bold "stretch" goals for each priority.

## LIVING OUR CULTURE

While this was a year of great focus for our organization, it was hard to ignore that it was also a time when the word "government" became synonymous with polarization and partisanship. Rather than become distracted from our mission, we at Leon County continued to provide redefining, reaffirming moments to our citizens through service and stewardship to this special community we all share. That's our culture. It remains people focused and performance driven, whatever the challenge. It provides the foundation for Leon County's continuous efforts in setting the standard in public service and guides us in finding new ways to engage our citizens in writing a different story as we continue to shape our community together.

## SHAPING OUR COMMUNITY

And our community continued to take shape in 2017, with the completion of major infrastructure projects, the launch of bold quality of life initiatives, and as we continued to enhance efficiencies, create innovations, and improve service delivery to our citizens. At Leon County, we kind of like providing a stark contrast to what some have may come to expect of government.

This year, while the state was marred in debate about economic development, job creation and tourism incentives, we at Leon County continued to take a long view in our efforts to create a vibrant local economy and premiere destination for entertainment, culture, and sports tourism. And that focus is paying off.



For example, because of the big economic benefits to our community, the County recently set a goal to host 80 sports championships in Leon County over the next five years. And this past year, we won the bid to host the 2021 NCAA National Cross Country Championships at Apalachee Regional Park – the first time these championships are being held in Florida in the event's 79 year history.

We also continued our focus on bridging the skilled workforce gap in through our very successful Leon Works program. To build on our momentum, this year we added a Junior Apprenticeship program to grow our next generation of careerists to fill the high skill, high wage jobs of the future.

And because our economic and environmental goals go hand in hand, this year we also launched our PACE program, which will give homeowners the ability to finance clean energy improvements, save money, and create local jobs.

## MAKING LASTING CONNECTIONS

With so much rhetoric in the public realm these days which seeks to blame, isolate, and divide, we at Leon County continued our strategic focus on being a place where people are safe, healthy and connected to their community.





Leon Works Expo

In the aftermath of Hurricane Hermine, this past year our lessons learned and emergency management improvements put in place were put to work as the center of Hurricane Irma passed through Leon County on September 11, 2017. In our first test since the Emergency Management function was realigned within the County organizational structure earlier in the year, Leon County coordinated our community response to Irma - connecting our people to the vital resources they needed before, during and after the storm and leveraging significant additional resources, strengthened partnerships and new innovations to help our community respond, recover and emerge even more resilient.

Because the work of building community is all about building connections, we expanded our recreational amenities in 2017 and connect our people with our great outdoors - like with opening the new Jackson View Landing. And our commitment to connect our citizens to their community and to each other grew even stronger in 2017 through programs like Operation Thank You, The Club of Honest Citizens, the 911 Day of Service and the introduction this year of our new library lecture series.

## SETTING THE STANDARD IN PUBLIC SERVICE

While others talked about government waste or inefficiency in an effort to defend or affirm their old beliefs, 2017 was a year of achievement for Leon County Government as an organization anchored in efficiency and innovation. We took advantage of favorable market conditions this year and continued to retire debt, replenish reserves, decrease the use of fund balance for recurring operating expenses and increase budgeting for maintenance of essential infrastructure. This year alone our internal cross departmental and team innovation efforts resulted in \$1.14 million in cost savings or avoidance. Consistent with our long tradition of a fiscally conservative approach to budgeting, we added only 1 net new general revenue supported position this year in the County Budget. Yet we continued to set the standard in public

ASSOCIATION

Special Event Online

Grant Application

• Strategic Plan Targets

· The Kearney Center

• The Longest Table

Workshop Series

Your Checkbook

Workplace Sustainability

& Bold Goals

service as we were recognized by the National Association of Counties in 2017 with 13 National Best Practice Awards for the following programs and initiatives:

- Build Your Bucket
- Capital Cascades Stage
   and Concert Series
- Consolidation of 911 Dispatch
- Human Trafficking
   Awareness Training
- Leon Works Expo
- Library Telescope
   Lending Program
- Mobile-Friendly Emergency
   Information Portal

The men and women of Leon County Government have a lot to be proud of in 2017 as they continued to drive performance and deliver results to our citizens. However, as a learning organization we also know we do not have all the answers and are always listening to our citizens. To demonstrate this



Emergency Operations Center during Hurricane Irma

commitment, this year we challenged ourselves to implement 500 new citizen ideas for improvements and opportunities for co-creation in the next five years.

## BUILDING ON OUR MOMENTUM

In all the ways that Leon County touches the lives of so many people we serve each day, whether it's helping 7,000 veterans receive the benefits they deserve, responding to 40,000 calls for life-saving care, or serving one million patrons at our county libraries, as we did in 2017, we strive to put each person first.

Yes, Leon County will continue to face the same distractions and challenges of communities and governments everywhere else, but as we look back at the progress of the last year we see a County that has proven to be a government that listens to the citizens we serve, solves our problems, and ensures that our community continues to be a place like nowhere else.

Thank you for your continued confidence of the work we do alongside and on behalf of our citizens every day to make our community even better.

Here's to 2018!

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Posted 4:30 p.m. on October 17, 2017

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## **CROSS DEPARTMENTAL ACTION TEAMS**

## **IDENTIFYING OPPORTUNITIES FOR COST SAVINGS AND AVOIDANCE**

To find the most innovative ideas and cost savings measures from throughout the organization, Leon County convenes Cross Departmental Action Teams (CDAT) to brainstorm, collaborate, and align resources and processes. Leon County asks employees at all levels in the organization where we should go next and what big ideas they have to help innovate and inspire. This year alone, the cross departmental teams have led to more than a million dollars in cost savings, while also generating dozens of ideas on how the County can serve citizens even better.

County Operations Crews to Mitigate Costs of Baseball Field at Chaires Park: The addition of a full size baseball field was included in FY2013 Parks and Recreation long term needs assessment. Preliminary funding has been allocated for the project and design and permitting are

underway. However, due to site conditions at Chaires Park, the estimated cost of the baseball field including the necessary access, stormwater and parking has risen considerably. With

### **Estimated Savings:** \$1.0 million

the project completing the design and permitting phase, the current cost estimate is \$2.7 million compared to the previous very preliminary estimate of \$1.7 million. A cross departmental team of Public Works, Facilities Management, Parks and Recreation and OMB was formed to identify alternative approaches to reduce costs and complete the project. Through the team's efforts, they identified the opportunity to utilize Public Works operations crews to perform the grading and excavation prior to releasing the project for construction bid. Given existing workloads, crews would be scheduled to perform this work over an extended period of time. The approach saves \$1.0 million in construction costs.

Intervention and Detention Alternative (IDA) Credit Card Capability: The ability for offenders to use credit cards to pay fines or monitoring fees is estimated to increase collections \$25,000 annually. Credit card use also reduces the risk to IDA staff managing large volumes of cash in a high risk environment. Many pre-trial clients do not carry cash but have credit or debit cards. Currently, if a client does not have cash and do not pay for the service, they may also not pay their arrearage during the remainder of their probationary or pre-trial period.

Locating Sheriff's Evidence Vault to the County Annex Building: The Sheriff's office requested funding to construct a new vault to manage sensitive evidence and other materials. The vault space at the County Annex recently became vacant. As staff from Facilities Management has established a close working

relationship with the Sheriff's Office, they were able to identify this location as an alternative to building new space at the Sheriff's complex. The location

### **Estimated Savings:** \$50,000

also provides an added benefit of being close to the Courthouse and Sheriff's Warrants Division. By not constructing a new evidence vault, Leon County saved \$50,000.

#### **Partial Outsourcing of Vehicle Preventive Maintenance:**

To increase the efficiency of Fleet Operations, minor preventative maintenance, such as oil changes, will now be performed by the private sector. By allowing County departments to have oil change at numerous

private locations throughout the County, increased operational efficiencies occur by saving travel time to the central Fleet Maintenance Facility. Additionally, mechanic time not

### **Estimated Savings:** \$65.800

spent on oil changes reduces down time for critical equipment because mechanics can focus on repair and maintenance for ambulances and Public Works Operation's equipment. The estimated annual cost savings and avoidance is a minimum of \$65,800.



CDAT Breakout Session



## INNOVATOR AND INSPIRATOR AWARDS CONTINUE COST SAVING AND NEW EFFICIENCIES, SAVING OVER \$1 MILLION

The Library collaborated with the Tallahassee Astronomical Society

to offer easy-to-use telescopes developed by Astronomers Without

cardholders for AWB 130 Newtonian telescopes. The program

telescope to spark interest in the natural world.

In response to feedback from Hurricane Hermine,

Community & Media Relations and MIS enhanced the

Citizens Connect app to allow for push notifications,

emergency information and gives citizens a one-stop shop

the Disaster Survival Guide to be more intuitive, provide more

The I² Award is not only a chance for employees to be recognized, but an

opportunity to inspire others to continue reinforcing Leon County's core

connecting citizens with the most timely, accurate

allows families and others a free way to experiment with using a



Management Information Systems, Community & Media Relations - Citizens Connect app

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relevance and services

Leon County is an organization that rewards its employees for innovative ideas, teamwork, strategic processes, efficiency and the ability to achieve positive results. The I² (Innovator/Inspirator) Award conveys the value Leon County



Government places on employeeled improvements that result in increased efficiencies, enhance or support the delivery of County services, reinforce Leon County's relevance in the community, and exemplify the County's Core Practices in the workplace. Examples of such improvements include the following:

The Emergency Operations Center received a recommendation for a larger video screen for better visualization of training content. Management Information Services then created a mini video wall by leveraging existing equipment at one third of the cost estimated from a vendor. This saved Leon County more than \$230,000.



Library Services -Telescope checkout program



Management Information Systems - Emergency **Operations Center mini** video wall





## LIVING OUR CORE PRACTICES

## **OUR 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.

## DEMONSTRATING HIGHEST STANDARDS OF PUBLIC SERVICE



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## DELIVERING THE

## FACTOR IN CUSTOMER SERVICE



#### **INTERVENTION & DETENTION ALTERNATIVES**

66 I wanted to thank Randy Rhoney for being respectful and helpful throughout my probationary period. It was a long nine months and Randy made it a lot easier on me by always being [attentive] and quick to responding to my answers...I can finally put that mistake in my past and focus on my future and my career."

— Sean Guiler

#### **EMERGENCY MEDICAL SERVICE**

66 ... From the prompt and considerate response of the 911 operator, who stayed on the line with me to the moment the EMS personnel arrived, to the care of those personnel, I have never been so impressed by anyone. Once I was stabilized in the ambulance, the two medical persons treated me with such care and comfort that I am just now realizing what dedicated professionals they are. Words aren't really adequate to express my feelings, but, again, thank you!"

— Gerald Lewis

#### **PUBLIC WORKS - OPERATIONS**

66 Thank you to the crew that graded Bowling Green Drive. They did an absolutely awesome job of grading the road! The men were working hard and they were putting an extra effort of being very careful while they were working and they were very professional while they worked. This area looks so much better now that it has been graded and people can drive and walk up and down the road. Thank you again for doing a wonderful job. These men were Joe Hunter and Wilbert Footman of Crew 319!"

— Tony DeRosa

#### **LIBRARY SERVICES**

66 Every Friday, my children are excited to come to the library. They love all the librarians, but Ms. Kayleigh is special. She has a unique ability to make the books come to life and make all the children that come to the library feel welcome."

- Annette Roberts

#### **PUBLIC WORKS - OPERATIONS**

66 This is a big thank you to all those who helped get the hurricane waste, trees specifically... Thank you guys! Everyone was great, I really cannot express how thankful I am."

— Candi O'Brien

#### **DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT**

66 Nawfal Ezzagaghi, P.E. is one of the most helpful persons in [DSEM], and I think he deserves some sort of recognition for doing a super job... "People Focused and Performance Driven", Nawfal is certainly that, and I thought you should know."
— Edward N. Bass, Moore Bass Consulting

#### **RESOURCE STEWARDSHIP – SOLID WASTE**

66 I visited the Miccosukee Roll Off Site to dump off trash of all types where I met Rosemary Frazier who was very helpful. She took the time to show me where I needed to dump the trash and which containers to put the different trash in. She did a great job and was keeping all of the areas clean..."

— Walker Mohr

#### TOURISM

66 I just wanted to thank you and congratulate your organization for putting on such a nice event. I have never run on a [cross country] course that was as well maintained as your course. On Saturday on our short preview we even saw a truck watering down the dirt section. Y'all have an excellent facility it is refreshing that y'all make the effort to make it first class."

— Morris Williams

#### **DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT**

66 ...First off the change is beautiful in many ways – from open design to product display – kudos. What does that mean to the end user – the customer....it means that from the moment they cross the threshold the attitude and service on the other side is open and welcoming. That is HUGE and should be noticed by all who use that office... I am very proud that we had a hand in explaining our frustration and you all took steps to make adjustments and we can now work toward creating a better partnership."

— Lynn Edwards, Tallahassee Builders Association

#### EMERGENCY MANAGEMENT

66 Jennifer, thank you for the excellent training session yesterday! The training as well as the hospitality provided by staff is to be greatly commended. I look forward to the next opportunity to attend a session at your facility."

— Jeffery Bryan

### **WE BELIEVE IN**

Demonstrating to our citizens that we are on their side, letting them know that they are the reason we exist and what they are getting for their tax dollars;

Producing bigger and better ideas to address the real issues facing our community;

Actively promoting transparency, accessibility, and openness in everything we do;

Engaging citizens in important decisions facing the community;

Tirelessly enhancing our community's livability, sustainability and economic competitiveness; and providing employees a structure which reinforces this as our organizational culture and employs and empowers them to help people.

### WHAT WE VALUE

- Service
- Relevance
- Integrity
- Accountability
- Respect
- Collaboration
- Stewardship
- Performance
- Transparency
- Vision



## STRATEGIC PLAN - FY2017 - FY2021

### UNDERSTANDING OUR STRATEGY

#### Vision

A community that is safe, healthy and vibrant.

#### Mission

To efficiently provide public services which serve and strengthen our community.

### **Strategic Priorities**

Leon County's Strategic Priorities are high-level categories of focus in the County's major areas of responsibilities: Economy, Environment, Quality of Life, and Governance. The priorities consider the County's future in each area and are critical to the success of the community. As part of the strategic plan, these priorities inform every decision and every initiative made by Leon County.

#### **Strategic Initiatives**

Leon County's strategic initiatives are program- or area-specific projects that align with the County's strategic priorities to serve and strengthen the community. In the FY2017-2021 Strategic Plan, the 44 strategic initiatives ensure that the optimized resources of the County are aligned to address the community's most pressing issues and to achieve the County's top priorities.

### **Bold Goals and Targets**

Bold goals are truly stretch goals that will be big and difficult to achieve, but are worthy of Leon County's best efforts. Bold goals require the County to explore new partnerships, identify new opportunities, and inspire new ideas.

Leon County's five-year targets are aligned with each strategic priority and will communicate to the public and staff throughout the County the specific results the County expects to achieve through the collective execution of the strategic initiatives. Achieving these five-year targets will demonstrate results, accountability, and the strength of long-term planning.

## STRATEGIC PRIORITY

**ECONOMY** To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality.^(EC)



Do well-designed public infrastructure which supports business, attracts private investment and has long term economic benefits.



Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.

## **BOLD GOAL**

Grow the five-year tourism economy to \$5 billion



Grow our tourism economy, its diversity, competitiveness and economic impact.

# Ø

Leverage university and community partnerships to increase entrepreneurial, technology transfer and commercialization opportunities.





## **5-YEAR TARGETS**

- Attract 80 state, regional, or national championships across all sports
- Co-create 500 entrepreneur ventures and 5,500 new jobs, including 200 high-wage jobs in high tech clusters
- Connect 5,000 students and citizens to middle skilled job career opportunities
- Host 100,000 residents and visitors as part of the Amphitheater County Concert Series

## STRATEGIC INITIATIVES

- (EC4) Utilizing a portion of the BP settlement funds, identify solutions for weatherization of the Capital City Amphitheater stage, inclusive of potential sound mitigation elements. (2016-1)
- (EC1, EC4) Continue to 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. (2016-2)
- (EC4) Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities in order to levy a sixth cent to support the convention center and arena district. (2016-3)
- Continue to pursue opportunities for workforce development, including:
  - » (EC2) Based upon the projected unmet local market for middle skill jobs, continue to host Leon Works Exposition in collaboration with community and regional partners and launch Leon County's Junior Apprenticeship Program. (2016-4A)
  - (EC2) Work with partners, such as The Kearney Center and Leon County Schools, to increase access to training programs, apprenticeships, and other programs promoting middle-skilled jobs. (2016-4B)
- (EC4) Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (ARP). (2016-5)
- (EC2) Implement the Economic Development Strategic Plan as adopted and may be revised by the Intergovernmental Agency. (2016-6)
- (EC2) Complete the joint County/City disparity study and enhancements to the MWSBE program. (2016-7)



Capital City Amphitheater

- (EC4) Expand our economic competitiveness by coordinating with regional partners to host an Americas Competitive Exchange on Innovation and Entrepreneurship (ACE) conference. (2016-8)
- (EC1, EC2) Evaluate sun setting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City. (2016-9)
- (EC4) Enhance sports tourism through the exploration of an NFL
   Preseason game and other possible events at Doak Campbell Stadium.
   (2016-10)
- (EC2) To address issues of economic segregation and diversity, evaluate establishing a micro-lending program for small, minority and womenowned businesses. (2016-11)
- (EC1, EC4) Further enhance our competitiveness in attracting national and regional running championships by making additional strategic investments at the Apalachee Regional Park (ARP). (2016-12)



## 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)



Protect the quality and supply of our water.



Conserve and protect environmentally sensitive lands and our natural ecosystems.



(EN4)

Promote orderly growth and sustainable practices.

Reduce our carbon footprint.

## **BOLD GOAL**

Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone

## Lake Henrietta eon County, Florida

Developed with financial assistance provided by the Florida Department of Environmental Protection through the Florida Recreational Development Assistance Program.

2017 LEON COUNTY ANNUAL REPORT







## **5-YEAR TARGETS**

- Plant 15,000 trees including 1,000 in canopy roads
- Ensure 100% of new County building construction, renovation and repair utilize sustainable design
- 75% community recycling rate
- Construct 30 miles of sidewalks, greenways and trails

## STRATEGIC INITIATIVES

- (EN1, EN2) Implement the adopted Basin Management Action Plan (BMAP) for Wakulla Springs including bringing central sewer to Woodville and implementing requirements for advanced wastewater treatment. (2016-13)
- (EN4) Develop strategies to increase recycling and reuse rates. (2016-14)
- (EN3) Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site. (2016-15)
- (EN3) Convene the Leon County Sustainable Communities summit on a bi-annual basis. (2016-16)
- (EN3) In partnership with the Canopy Roads Committee, update the long term management plan for the Canopy Roads including an active tree planting program. (2016-17)
- (EN3) Complete an evaluation of transportation fee alternatives to replace the existing concurrency management system of mobility fees. (2016-18)
- (EN4) Successfully launch a commercial and residential Property Assessed Clean Energy (PACE) program and identify opportunities, including the Leon County Spring Home Expo, to train industry professionals on sustainable building practices for participation in the PACE program. (2016-19)
- (EN2) Add environmental education kiosks, trail markings/mapping at Greenways and Parks. (2016-20)
- (EN4) Explore new opportunities for solar on County facilities. (2016-21)
- (EN1) Support the protection of Lake Talquin. (2016-22)



Community Garden

- Reduce nitrogen impacts in the PSPZ (primary springs protection zone) by identifying cost effective and financially feasible ways including:
  - » (EN1, EN2) Develop a septic tank replacement program. (2016-23A)
  - » (EN1, EN2) Evaluate requiring advanced wastewater treatment (AWT) for new construction. (2016-23B)



## STRATEGIC PRIORITY

**QUALITY OF LIFE** To be a provider of essential services which promote the well-being of our citizens and the livability of our community in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community.^(Q)



Maintain and enhance our parks and recreational offerings and green spaces.



Provide relevant library offerings which promote literacy, life-long learning and social equity.



Provide essential public safety infrastructure and services.



Support and promote access to basic health and welfare services to our community members most in need.

Support strong neighborhoods.



Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.

## **BOLD GOAL**

Secure more than \$100 million in Veteran Affairs benefits for Leon County veterans and their families

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(Q7)
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Assist local veterans and their dependents with securing entitled benefits and advocating their interests.

## QUALITY OF LIFE





## **5-YEAR TARGETS**

- Double the number of downloadable books at the library
- Construct 100 fire hydrants
- Train 8,500 citizens in CPR/AEDs
- Open 1,000 new acres of park land to the public

## STRATEGIC INITIATIVES

- Continue to expand recreational amenities to include:
- (Q1, Q6) Develop a master plan for the Apalachee Regional Park. (2016-24A)
- (Q1, Q6) Develop a program to establish a signature landscaping feature with a regular blooming season. (2016-24B)
- (Q1, Q6) Implement the Tallahassee-Leon County Greenways Master Plan. (2016-24C)
- » (Q1, Q6) Evaluate additional trail expansion opportunities. (2016-24D)
- » (Q1, Q6) Work with partners to utilize rights-of-way and utility easements to further expand the trail system. (2016-24E)
- » (Q1, Q6) Identify opportunities to create dog parks in the unincorporated area. (2016-24F)
- (Q5) Complete a comprehensive review and revision to the Land Use Element of the Comprehensive Plan, including a review of inclusionary housing. (2016-25)
- (Q3) Continue to evaluate emergency medical response strategies to improve medical outcomes and survival rates. (2016-26)
- (Q4, G1, G5) Work with the City of Tallahassee to develop a new CHSP process in-light of the United Way's decision to conduct a separate funds distribution process. (2016-27)
- (Q4, Q5) Support the Joint County-City Affordable Housing Work Group's efforts to develop a holistic plan for the redevelopment of a multi-family affordable housing project and identification of additional transitional housing opportunities through community partnerships. (2016-28)

- Continue to serve our seniors through programs and partnerships, including:
  - (Q4) As Florida's first Dementia Caring Community, support the Florida Department of Elder Affairs in the further development of the pilot program, provide enhanced paramedic training and engage local partners in making the County a more dementia-friendly community. (2016-29A)
  - (Q4) Exploring opportunities to address fraud/scams targeted towards seniors. (2016-29B)
  - (Q4, EC4) To continue to support Choose Tallahassee's efforts to market our community as a retirement destination. (2016-29C)
- (Q4) Identify and evaluate pretrial alternatives to incarceration for low level and non- violent offenders through regional partnerships and state and national efforts, including data-driven justice initiatives. (2016-30)
- (Q7) Work with community partners to expand appreciation of local veterans including recognition of National Pearl Harbor Remembrance Day. (2016-31)
- (Q3) Increase safety in the unincorporated area through the development of a new street lighting program and evaluation of the need for additional signage. (2016-32)
- (Q3, Q4) Improve pet overpopulation by engaging vested community partners in the implementation of spay and neutering strategies. (2016-33)
- (Q4) Continue County support of primary healthcare through participation in Carenet in order to increase access to affordable healthcare for those in need. (2016-34)
- (Q2) Explore opportunities to increase to high speed internet access through a "mobile hot spot" library lending program. (2016-35)



## STRATEGIC PRIORITY

**GOVERNANCE** To be a model for local governance with innovative, competent, and responsible public servants, committed to promoting integrity, creating meaningful opportunities for citizen engagement and co-creation, and ensuring fiscal stewardship.^(G)



Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.



Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.



Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community.



Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices.



(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.

## **BOLD GOAL**

Implement 500 citizen ideas, improvements, solutions and opportunities for co-creation



## **5-YEAR TARGETS**

- Reduce by at least 30% the average time it takes to approve a single family building permit
- Achieve 90% employee participation in the County's "My Rewards" Well Being Program
- Reduce by 60% the outstanding debt of the County
- 100% of employees are trained in Customer Experience, Diversity and Domestic Violence, Sexual Violence & Stalking in the Workplace

## STRATEGIC INITIATIVES

- (G1, G3) Alongside community partners, engage citizens of diverse backgrounds, education, and age on issues that matter most to them through the Citizen Engagement Series and Club of Honest Citizens. (2016-36)
- (G1) Continue to Support Commissioner Desloge during his term as NACo President. (2016-37)
- (G5) In accordance with the Leon County Charter, convene a Charter Review Committee to review the Leon County Home Rule Charter and propose any amendments or revisions which may be advisable for placement on the general election ballot. (2016-38)
- (G2) Implement migration from Groupwise to Microsoft Outlook to better integrate with other software applications that utilize automated notifications, workflows and approvals. (2016-39)
- (G2) Continue the deployment of an updated permitting system that is modernized to use mobile and online technologies. (2016-40)
- (G4) Continue County sponsorship of employees' participation in the Certified Public Manager training. (2016-41)
- (G1) Seek opportunities for partnerships through NACo and FAC's enterprise programs. (2016-42)
- (G5) Continue to explore opportunities for efficiency and cost savings through intergovernmental functional consolidation where appropriate. (2016-43)
- (G4) Evaluate establishing a living wage for County employees and continue to provide opportunities for industry certifications and training for those employees in skilled craft, paraprofessional, and technician positions. (2016-44)



GOVERNANCE



Attachment #5

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Let's Balance! Budget Game



## LEON COUNTY ATTORNEY

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Herbert W. A. Thiele County Attorney (850) 606-2500 ThieleH@LeonCountyFL.gov

Herb Thiele was selected by the Board in 1990 to create the County's first in-house legal department and has served Leon County for over twenty-five years. Under Thiele's leadership, the office continues to remain small but extremely efficient, with only 5 lawyers handling the legal affairs of Leon County, Florida.

In addition to being active in several state and national organizations that serve local government lawyers and advance the interests of local government law, Thiele has presented lectures or published articles on many local government law topics, including the Sunshine Law, the Open Records Law, and the Honest Services Act and Ethics. He serves on the Board of Directors for both the Florida Association of Counties Foundation and the International Municipal Lawyers Association, and currently serves as the President of IMLA.

Thiele leads a team of skilled professionals who provide high-quality, timely and cost-effective legal representation to the Board and other officials of Leon County.

## SERVING THE LEGAL NEEDS OF LEON COUNTY GOVERNMENT

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Legal matters from this past year that are of particular note include the following:

Lori Owen, Caridad Molina and Donna Abramitis, Appellants, v. City of Tallahassee, Leon County, Florida, et al., Appellees, Circuit Court Case No. 2012-2568: First DCA Case No. 1D15-5473 - Fire Rescue Services Special Assessment – This lawsuit challenges the validity of Leon County's fire rescue services assessment, and more specifically, the City's ability to collect same via utility bills. Plaintiffs amended their complaint on three occasions, and served their Third Amended Complaint in 2013. On July 7, 2015, a hearing on class certification was held. The court is required to first determine the appropriateness of the class, before the parties go to trial on the merits of the claims related to the constitutionality of the fire rescue services assessment. The trial court denied the Plaintiff's Motion for Class Certification, and in December 2015, the Plaintiffs appealed that decision to the First District Court of Appeal. Oral Argument was held before a three-judge panel at the First District Court of Appeal in June 2016, resulting in the First DCA upholding the lower court's decision denying class certification. The Appellants filed a Motion asking the Court to rehear the matter as a "case of exceptional importance or for certification of a question of great public importance." This motion was also denied and the case has been remanded back to the lower court for a trial on the merits with the three named Plaintiffs only. The County Attorney's Office continues to work with the City Attorney's Office in the defense of this matter.

**County, Third Party Defendant; Circuit Court Case No. 2016-2411** – Sexual Harassment and Employment Discrimination Claim – Leon County was added as a third-party defendant to this litigation when nine of the ten defendants filed a Third-Party Complaint seeking a declaratory judgment that the County's Human Rights Ordinance, with regard to the Ordinance provisions concerning procedural matters and punitive damages, is preempted by the Florida Civil Rights Act of 1992. In defense, the County filed a Motion for Summary Judgment, which was heard by the Court on

Sarah Bohentin, Plaintiff, vs. CESC, Inc., et al., Defendants, vs. Leon

Did You Know

Since 1997, the County Attorney's Office has partnered with the Florida State University College of Law to host over 50 student interns, providing the interns with an on-the-job experience and an opportunity to apply the theory they have learned in law school. Under the supervision of an Office attorney, the interns research legal issues, draft resolutions, ordinances, and contracts, and also take depositions and appear in court.

August 24, 2017. The parties' proposed Orders are due to the Court by September 8, 2017.

- Leon County, Florida v. Buoy, LLC . . . Petrandis Mortgage and
   Investments, Inc., Case No. 2006-1281 Eminent Domain Rainbow
   Acres Paving Project the Defendants, Buoy, LLC, Woodrun East, LLC, and
   Petrandis Mortgage and Investments, Inc., refused the County's offer for
   purchase of their interest in the Rainbow Acres parcels, thereby sending
   this matter to trial. Following a jury trial, the County obtained a verdict in
   the exact amount of the County's first written offers, thereby resulting in no
   attorney's being paid to opposing counsel, saving the County thousands of
   dollars.
- **Brian Trent vs. Leon County Animal Control, Case No. 2015-83** On April 14, 2015, a Complaint was filed against Leon County Animal Control by Brian Trent, alleging that Leon County Animal Control was negligent in its handling and transporting of the plaintiff's two dogs and as a result, caused the death of the two animals. The County's insurance carrier has declined coverage in this matter due to exclusions in both our General Liability and Auto Liability policies for "property in the care, custody or control of the

## COUNTY ATTORNEY OFFICE HIGHLIGHTS

insured." This case was unsuccessfully mediated as the parties were at an impasse. The case is scheduled for trial the week of October 23, 2017.

- Kim Tober v. Leon County; Case No. 2016-1649 On July 20, 2016, a Complaint was filed against Leon County by former Leon County Employee Kim Tober, under Chapter 760, Florida Statues. Ms. Tober alleges that she was discriminated against because of her age and race, and that she was subjected to a hostile work environment. Since this was filed in state court the cap is \$200,000 including plaintiff attorney fees. Outside counsel has been assigned to this case by the County's insurance carrier. On September 19, 2016, a Motion to Dismiss was filed on behalf of Leon County. On May 15, 2017, we were served with the Plaintiff's First Request for Production, the County submitted its response on June 27, 2017. To date the Plaintiff has not responded to the County's Motion to Dismiss although the County has made numerous attempts to schedule the hearing with Plaintiff's counsel. The County will not be filing an answer to Plaintiff's Complaint until the Motion to Dismiss is resolved.
- Jan K. Sebastian v. Leon County; Case No. 2011-2065 In 2011, Ms. Sebastian filed a complaint alleging negligence and inverse condemnation regarding a body of water known as Gilbert Pond and the dam Ms. Sebastian owns, which she must drive across to access her property. In 2009 an area homeowners' association conducted a restoration project involving Lakes Anna, Carolyn, and Jeff, for which the County issued permits and provided partial funding pursuant to a settlement agreement reached in 2004 in a lawsuit between the homeowners' association and Leon County. Ms. Sebastian claimed the County was responsible for the project, which resulted in damage to her dam and an unconstitutional taking of her property. The case proceeded through discovery and several changes in counsel for the Plaintiff, and was scheduled to proceed to trial on June 22, 2017. The day before the trial was to begin, the County's attorneys engaged in what proved to be productive settlement negotiations with the Plaintiff's counsel, and ultimately reached an agreement that was a cost effective and reasonable resolution under the circumstances. The Board of County Commissioners approved the

settlement agreement on July 11, 2017, wherein the County's insurer (Travelers) pays \$100,000, the County pays \$65,000, and the County's second insurer (Preferred) pays \$35,000. On July 24, 2017, the Court entered its *Order Dismissing and Closing Case Following Settlement*.

- **TMDL for Lake Jackson** The County Attorney's Office has been actively pursuing keeping the County's lakes clean. For the last several years, we have worked with the Florida Department of Environmental Protection and the U.S. Environmental Protection Agency on reducing nutrient levels coming into Lake Talquin from Georgia. The BASF Corporation has challenged a proposed Rule submitted by the Florida Department of Environmental Protection, wherein DEP set forth its intent to adopt nutrient TMDLs and load allocations for Lake Talquin. BASF filed a Petition for Administrative Determination of Invalidity of Proposed Rule with the Division of Administrative Hearings in June 2017. The County supports DEP in this proposed rule and was granted Intervenor status by DOAH in July. This matter is in the discovery phase at this time.
- Old Bainbridge Road at Pullen Road Intersection Improvement Project – worked with Public Works staff to resolve the last of the project parcel acquisitions at mediation.

•

- Sale of County Properties for Affordable Housing worked with County staff from Real Estate, Housing, and Administration to implement a new section in the County's Real Estate Policy to streamline the process of designating the growing number of County surplus properties for affordable housing use and, in cooperation with the Housing Finance Authority, selling the properties and using the sale proceeds to increase the funds earmarked for affordable housing needs.
- Amendments to the Animal Control Ordinance while amending the County's ordinance, we worked with the Department of Intervention and Detention Alternatives to include a component allowing defendants with the inability to pay fines to complete community service hours. Completion of the community service hours is monitored by the Department, and the County has the ability to convert the hours to a

judgment lien if the defendant fails to complete the hours. Recently, the total costs and fines of one defendant in the amount of \$1,565 were converted to 156.5 hours of community service, to be completed within twelve months.

Attachment #5

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- **Creation of the Nuisance Abatement Board** worked with the staff at Development Support and Environmental Management to prepare an ordinance amending Chapters 5, 6, 10, and 14 of the Leon County Code of Laws to streamline the nuisance abatement process, reorganize and rename Chapter 14, and make it consistent with Florida law. The Board approved the ordinance at its meeting of March 7, 2017. The ordinance created a Nuisance Abatement Board, comprised of the members of the Code Enforcement Board, which will consider those cases that have an order from the Code Enforcement Board finding a violation of the Code, specifically dilapidated structure, junk, and unsafe building violations. Included in the ordinance is a process to determine whether the building or premises presents a serious and continuing danger to the public and/or occupants, and if so, then to permit the County to abate the conditions at the expense of the property owner. The County has the option to impose a lien on the property if the owner fails to pay the costs of the abatement.
- Implementation of House Bill 687, Creation of Comprehensive Rightof-Way Management Ordinance – in June 2017, the Governor signed into law HB 687, also known as the Advanced Wireless Infrastructure Deployment Act. HB 687 preempted local governments from regulating certain aspects of small wireless facilities and wireless support structures within the public rights-of-way. Prior to HB 687 being signed into law, the County Attorney's Office assisted staff by drafting resolutions imposing and extending a temporary moratorium on reviewing applications and approval of permits or development orders for the placement, construction or installation of wireless communications structures and facilities in the County's rights-of-way. We are now in the process of working with staff to develop an ordinance for the Board's consideration creating a comprehensive right-of-way management plan which is consistent with HB 687.

Posted 4:30 p.m. on October 17, 2017 2017 LEON COUNTY ANNUAL REPORT 19

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## PROVIDING SERVICE 24 HOURS A DAY, 7 DAYS A WEEK

Attachment #5 Page 20 of 76

#### 1:00 RF **INTERVENTION** & DETENTION **ALTERNATIVES**

Staff interviews defendants booked into Leon County Jail. Interviews lead to informed decisions on release eligibility and conditions.



Teams establish comfort stations in the wake of Hurricane Hermine, providing for over 200,000 bottles of water and thousands of sanitation packets to those in need.



#### 5:00 RM TOURISM DEVELOPMENT

Staff tests Jumbotron and greets teams and media for cross country meets at Apalachee Regional Park.

#### 7:00 88 FLEET Mechanics replace engine parts in a County ambulance to get it back on the road.

9:00 RM HUMAN RESOURCES

Staff assists a citizen with online application for Leon County Government.

#### 100 RM

#### **BLUEPRINT**

Following a community meeting the week before, staff meets with contractors on a multimillion-dollar infrastructure project to include citizen input.



#### 2:00 RR ANIMAL CONTROL

An officer performs a welfare check on three dogs that appear to have been abandoned.

#### Y:00 88 PUBLIC WORKS

Crews clear the debris and open a road before morning when a storm causes a tree to block a County Road intersection.



#### 5:00 RM **ADMINISTRATION**

Staff sets up the Leon Works Expo to connect more than 500 high school students and nearly 200 job seekers with over 80 academic institutions, private businesses, non profit agencies, and public sector partners.



## 8:00 88 SOLID WASTE

Household Hazardous Waste team helps first customer unload their items for disposal.



Risk Manager coordinates Fire Extinguisher Training for Library employees engaged in emergency preparedness activities.





#### 12:00 PM OFFICE OF ECONOMIC VITALITY

osted 4:30 p.m. on October 17, 2017

Staff meets with business owners interested in expanding their national manufacturing company headquartered in Tallahassee.

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LIVING OUR "PEOPLE FOCUSED, PERFORMANCE DRIVEN" CULTURE A CORE PRACTICE OF LEON COUNTY GOVERNMENT



#### 5:00 PM 9:00 PM **DEVELOPMENT SUPPORT &** PUBLIC WORKS 100 PR ENVIRONMENTAL MANAGEMENT Mosquito Control technicians respond to calls for VETERAN 3:00 PM service to conduct truck spraying of mosquitos. Staff hosts open house for citizens to learn about the SERVICES recent DSEM upgrades from the improved customer VOLUNTEERLEON By using the County's experience, to online permitting, which will reduce wait Staff coordinates a community service Veterans Emergency times project for the Summer Youth Program at Assistance Program the Capital Area Chapter of the American (1:00 PR (VEAP), staff provides Red Cross rental and utility EMERGENCY MANAGEMENT assistance to a veteran and his family Staff activates the 1:00 20 experiencing crisis. **Emergency Operations** Center to coordinate LIBRARY emergency response activities following a Librarians open the doors for tornado touchdown. the County's third, standingroom-only Library Lecture Series speaker. 2:00 PM 5:00 PM 10:00 PM **SUSTAINABILITY** BOARD OF COUNTY COMMISSIONERS MANAGEMENT 4:00 PM INFORMATION SERVICES Presenting at a native County Commissioners begin a Public Hearing to listen to species plant workshop, citizens about water quality. Staff ensures the Citizens Connect EMERGENCY MEDICAL staff discusses the Mobile App notifies citizens that SERVICES County's Community severe weather is approaching and Garden program. Leon County paramedics visit an sandbags are available at specific elementary school to teach students locations. 12:00 88 the importance of dialing 9-1-1 in an emergency COMMUNITY & MEDIA RELATIONS 8:00 PM When severe weather strikes, staff sends **PARKS & RECREATION** mobile alerts to Staff ensures all user needs are being met during the Florida subscribers and Senior League Baseball State Tournament, including a midupdates the Emergency tournament relocation due to extreme inclement weather. Information Portal. 21

LEON

## DEMONSTRATING HIGHEST STANDARDS OF PUBLIC SERVICE



## COUNTY ADMINISTRATION: CITIZEN ENGAGEMENT SERIES

1117



#### Created Equal: A conversation about race + founding ideals + our hometown

Hosted at The Moon on January 11, 2017, as part of the award-winning Club of Honest Citizens program, Leon County partnered with The Village Square to bring together more than 500 citizens for a frank community conversation about how we are doing in our hometown on issues of race and racial equality.



## COUNTY ADMINISTRATION: CITIZEN ENGAGEMENT SERIES

## PROVIDING TRANSPARENCY AND ENGAGING CITIZENS IN MEANINGFUL WAYS

Citizen engagement is important to Leon County, as we develop policies and shape our community. The newly created Library Lecture Series, alongside the Citizen Engagement Series and the Club of Honest Citizens, grow citizen involvement and engagement by providing ways to interact with County officials on what matters.

This year the Leon County Library Lecture Series featured diverse speakers and topics that engage and inspire, appealing to the interests of all citizens. Citizens attended lectures on science, history, and leadership.

In addition, Leon County continued the nationally-recognized Citizen Engagement Series. Entitled "Prepare Now. When Disaster Strikes, It's Too Late to Plan," the session focused on building community preparedness and resilience to withstand man-made and natural disasters. Leon County convened nonprofit partners, preparedness experts and media partners to discuss various topics such as disaster preparedness, emergency communication, and the importance of having an evacuation plan. Leon County continued hosting Club of Honest Citizens events at unconventional locations like bars and coffee shops to discuss hot-button issues. Held at The Moon, this year's Club of Honest Citizen's event "Created Equal: A Conversation about Race, Founding Ideals, and Our Hometown", invited citizens to participate in a conversation on race and its impact on the community.

As part of the Club of Honest Citizens, Leon County partnered with the Village Square and America's Second Harvest of the Big Bend to host The Big Event Tallahassee, organized by FSU. It is one of the largest, one-day, student-run service projects in the nation, with more than 3,000 volunteers. The event engaged college students from students from FAMU, TCC, and FSU in not only a day of service, but also an honest discussion about the role of local government and nonprofits in serving our community.

And lastly, the second year of The Longest Table brought citizens together to share a meal and engage in heartfelt conversations aimed at breaking down community divides and building relationships. Most recently, the Longest



Club of Honest Citizens

Table took place in October 2016 on FAMU Way where more than 1,000 neighbors and friends came together to join the conversation.

L I B R A R Y L E C T U R E S E R I E S

TOPICS THAT ENGAGE AND INSPIRE





Science: Dr. Greg Boebinger, MagLab History: Dr. Reginald Ellis, Florida A&M University Page 625 of 909



Leadership: Dr. Stacy Nelson, VitalSmarts Posted 4:30 p.m. on October 17, 2017



Citizen Engagement Series: **PUBLIC SAFETY** 









**Created Equal:** 

A conversation about race + founding ideals + our hometown

January 11, 2017



October 9, 2016











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Posted 4:30 p.m. on October 17, 2017

2017 LEON COUNTY ANNUAL REPORT 25



May 31, 2017



March 25, 2017



## **COMPARING YOUR DOLLAR:** TV CABLE LINE-UP VS COUNTY SERVICES

For less than the price of a monthly TV cable bill, you receive County services that include EMS, parks, roads, flood relief, libraries, County Sheriff, court support and disaster response - just to name a few!

Delivered

PEOPLE FOCUSED. PERFORMANCE DRIVEN.

26

## Monthly TV Cable Bill

Total

## Cable Channel Line-Up

TH	\$15.00
24/7 Reality TV	\$12.00
Real Housewives of Everywhere	\$9.50
Food, Food & More Food Movies I Don't Like	\$9.00
Silly People Doing Silly Things at Silly Times	\$8.00
Is That Really For Kids?	\$7.00
24/7 Ultimate Ping Pong Championships	\$5.00
The Re-Run Channel	\$6.00
lovies & Shows That Shouldn't ave Been Made	\$9.45
tal	\$80.95

ł

Total

Law Enforcement & Corrections	\$31.4
Law Enforcement & Convices (EMS)	\$3.64
Emergency Medical Services (EMS)	\$2.98
Library Services	\$3.41
Facilities	\$3.46
Health & Human Services	inter a reader of the
Elections	\$1.82
Veterans, Volunteer, Economic Development & Planning	\$1.01
Mosquito Control	\$0.36
All Other Services	\$16.56

Account Number

Total Amount Due

Payment Due By

County Services

Billing Date

\$64.15

1234-5678

09/15/2017

09/30/2017

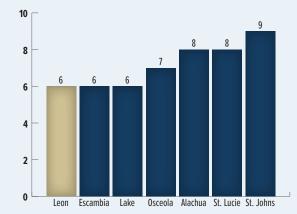
 $\Box$ 

\$80.95

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#### County Employees per 1,000 Residents (FY 2017)



Leon County has a ratio of 6.0 employees for every thousand County residents, tied with Escambia and Lake Counties for first in lowest per capita employees.

#### Net Budget Per Countywide Resident (FY 2017)



Leon County is the lowest for dollars spent per county resident. St. Johns County spends over two times the amount per resident that Leon County spends.

## EXERCISING RESPONSIBLE STEWARDSHIP OF THE COMMUNITY'S RESOURCES

As responsible fiscal stewards of public dollars, the Leon County Board of County Commissioners unanimously approved the balanced Fiscal Year 2018 budget without raising the millage rate. This budget of \$253.7 million is a 3.04 percent increase from last year's budget.

The Board accomplished this year's balanced budget while leaving the millage rate at the current 8.3144 mills for the fifth consecutive year. The County deliberately used reserves, all in an effort to maintain quality service levels and focus on capital infrastructure needs.

Leon County's long term planning considers the Fiscal Year 2020 proposed constitutional amendment that provides an additional \$25,000 homestead exemption, reducing property tax collection by \$7.2 million annually and disrupting the community's local economic recovery. The implementation of a financial plan allows the County several budget cycles to mitigate the impacts to citizens and to ensure Leon County's long term fiscal viability.

The Fiscal Year 2018 budget continues to maintain core services and the community's infrastructure, a few highlights include:

- No change in either the Countywide Millage Rate of 8.3144 mills or the 0.5 EMS MSTU with an increase in property values of 5.07% Countywide;
- Constant use of \$2.5 million in general fund balance reduced from \$5.0 million at the height
  of the recession;
- Implementing a \$12/hour living wage for Leon County employees;
- Supporting the Leon County Sheriff's funding request to add 12 new positions to protect public safety;
- Adding six full-time paramedics and/or EMTs to Leon County Emergency Medical Services to better serve the County's increasing calls for service;
- Leveraging \$1.5 million in funding from the State of Florida's Springs Restoration Grant Program by advancing \$1.5 million in matching funds for the Woodville Sewer Design project to help protect Wakulla Springs and the County's water quality and natural ecosystems;
- Realizing several million dollars in cost avoidance and budget reductions through employee innovations, competitive procurements, innovative approaches to facility capital maintenance, and leveraging financial markets to reduce debt costs; and
- Maintaining level funding for Primary Healthcare, Community Human Services Partnerships, and all other outside agencies.

#### **PROPERTY TAX DISTRIBUTION:**

(Based on Median Value Single-Family Home in Leon County)

Services	FY 2018 Ad Valorem Tax Bill <b>\$</b> 770	FY 2018 Monthly Cost	FY 2018 % of Ad Valorem Taxes
Sheriff - Law Enforcement	195.89	16.32	25.44%
Sheriff - Corrections	181.31	15.11	23.55%
Emergency Medical Services	43.68	3.64	5.67%
Health & Human Services	41.52	3.46	5.39%
Facilities Management	40.92	3.41	5.31%
Library Services	35.75	2.98	4.64%
Property Appraiser	25.99	2.17	3.38%
Tax Collector	25.03	2.09	3.25%
Management Information Services	23.59	1.97	3.06%
Supervisor of Elections	21.89	1.82	2.84%
Other Criminal Justice (Probation, DJJ, Diversion)	15.76	1.31	2.05%
Administrative Services	16.36	1.36	2.12%
Community Redevelopment - Payment	14.70	1.22	1.91%
Veterans, Volunteer, Planning, Economic Development	12.72	1.06	1.65%
Capital Improvement	11.07	0.92	1.44%
Board of County Commissioners	8.69	0.72	1.13%
Geographic Information Systems	8.53	0.71	1.11%
800 MHz Radio Communication System	7.33	0.61	0.95%
Other Non-Operating/Communications	6.55	0.55	0.85%
Clerk of Circuit Court	6.26	0.52	0.81%
Financial Stewardship	6.15	0.51	0.80%
Court Administration and Other Court Programs	6.07	0.51	0.79%
Mosquito Control	4.32	0.36	0.56%
Risk Allocations	3.92	0.33	0.51%
Sustainability/Cooperative Extension	3.90	0.32	0.51%
Budgeted Reserves	1.60	0.13	0.21%
Line Item Agency Funding	0.50	0.04	0.07%
Total	\$770.00	\$64.15	100.00%

Posted 4:30 p.m. on October 17, 2017

2017 LEON COUNTY ANNUAL REPORT

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## **PROVIDING MORE QUALITY SERVICES WITH FEWER RESOURCES**





EXERCISING RESPONSIBLE STEWARDSHIP OF THE COMMUNITY'S RESOURCES STRETCHING YOUR TAX DOLLARS

## WHERE THE \$253.7M COMES FROM...



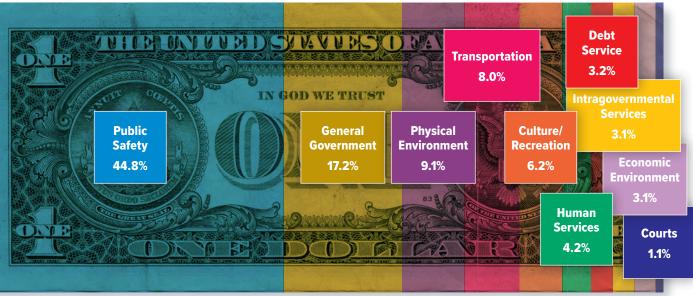
# FY 2017/2018 ADOPTED BUDGET: **\$253.7 MILLION**

Attachment #5

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EON

## ...AND HOW THE \$253.7M IS UTILIZED



#### Did You Know

Leon County citizens pay among the lowest in the state per person to operate their local county government.

Leon County's Fiscal Year 2018 budget is still \$31 million less than in the Fiscal Year 2008 budget.

Posted 4:30 p.m. on October 17, 2017

2017 LEON COUNTY ANNUAL REPORT 29



## OFFICE OF PUBLIC SAFETY: EMERGENCY MEDICAL SERVICES (EMS)

#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To preserve life, improve health, and promote safety through clinically superior and compassionate prehospital care and life safety education for citizens and visitors of Leon County.

## Strategic Initiatives/Support Highlights Quality of Life

- Partnered with the local hospitals and medical providers to improve heart attack outcomes and develop a system of care that exceeds national standards. These efforts were recognized through the American Heart Association awarding EMS the Mission: Lifeline Silver Plus award.
- For the seventh consecutive year, EMS maintained accreditation from the Commission on Accreditation of Ambulance Services.
- Operated a Tactical Medical Program to provide medical support to the Sheriff's Office Special Weapons and Tactics (SWAT) unit, allowing specially trained paramedics to reach victims of violent incidents faster, resulting in decreased mortality.
- Provided low-cost Automated External Defibrillators (AEDs) to organizations and business throughout the County. Community AEDs improves survivability of sudden cardiac arrest.
- Waived EMS fees for uninsured or underinsured veterans.
- Conducted 150 public education events.

#### Contact Us

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(850) 606-2100 www.LeonCountyFL.gov/LCEMS





2017 Press the Chest

- After celebrating 13 years of dedicated service to the community and responding to over 440,000 calls for service, the nationally recognized Leon County Emergency Medical Services (EMS) continues to lead the industry in setting the standard for emergency care.
- With over 350,000 people dying from sudden cardiac arrest each year in the United States before reaching the hospital, Leon County strives to continuously improve the chances of survival by advocating for the placement of Automated External Defibrillators (AEDs), and also Cardio-Pulmonary Resuscitation (CPR) training through its Heart Ready initiative. Through these efforts, over 1,500 citizens were trained in CPR and AED use. Also, there are 858 public access AEDs in the community registered with EMS.
  - » Press the Chest 2017: For the seventh year, EMS hosted "Press the Chest," a community-wide CPR and AED training event held at the Donald L. Tucker Civic Center. EMS and community partners trained more than 500 citizens in CPR and AED as one class.

- Leon County is committed to educating the community on the importance of safety preparedness. EMS hosted several events during the year, including:
  - Child Passenger Safety Seat Program: The Child Passenger Safety Seat program conducted over 60 child safety seat checkpoints, inspections, and installations at the Public Safety Complex as well as health and safety fairs throughout the community.
  - Leon Lifesaver: Leon Lifesaver is a community risk reduction program presented at over 25 events, which focuses on improving safety and preventing injuries in young school-aged children. Leon, an interactive robotic ambulance, goes into schools and community events teaching children about the proper use of 9-1-1, the importance of car safety restraints and bicycle helmet use, and stranger danger.
  - » EMS participated in the "Week of Awareness" events. These events were conducted prior to the winter and Spring Break holidays and were dedicated to educating students, parents and others in the community concerning the issues of underage drinking, impaired driving, distracted driving and seat belt usage. Close to 6,000 students benefitted from these community organized events.
  - » Senior Citizens: EMS participated in various senior citizens events including the Leon County Senior Outreach program. These programs provided information on healthy living, fall prevention, CPR training and heart health education.
  - Safety Fair: EMS conducted the eighth annual safety fair to highlight personal safety and injury prevention. Educated children and families on bicycle safety, 9-1-1 use, and stranger danger. Conducted child safety seat checkpoints by certified car seat technicians. This event was conducted at Governor's Square Mall. EMS hosted this event along with the Leon County Sheriff's Office, Leon County Animal Control, Capital Regional Medical Center, Tallahassee Memorial Hospital, Tallahassee Fire Department, Tallahassee Police Department, Consolidated Dispatch Center, Florida Department of Health, American Red Cross, Tallahassee



Safety Fair

Community College, FSU First Responders, Community Traffic and Safety Team, Florida Fish and Wildlife, and the Pilot Club of Tallahassee.

- Infant CPR Training: EMS in partnership with Capital Area Healthy Start » Coalition taught over 100 new mothers CPR and AED use in order to prevent, recognize and respond to cardiac, respiratory, choking and sleep-related emergencies.
- » EMS participated in Adult, Youth and Senior Leadership Tallahassee presenting Public Safety Day. Additionally, this year EMS participated in the Lighthouse of the Big Bend Leadership Tallahassee day which was dedicated to providing students with visual impairments an opportunity to work with paramedics through hands-on skills such as CPR, AED use, EKG monitoring, and working through trauma scenarios.
- As Florida's first Dementia Caring Community, Leon County supported • the Florida Department of Elder Affairs in the further development of the pilot program, provided enhanced paramedic training and engaged local partners in making the County a more dementia-friendly community.



#### **Demonstrating Highest Standards of Public Service**

The Emergency Medical Services Division has maintained accreditation from the Commission on Accreditation of Ambulance Services (CAAS) since 2010. CAAS accreditation requires meeting strict national standards of excellence that signify ambulance service has met the "gold standard" for the ambulance industry.



#### Did You Know

Leon County's Critical Care Transport team transported over 215 critically ill patients. The CCT team transports citizens to the facility where they can receive specialized treatment.

Florida Department

Lingar assist a WWII Veteran onto

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#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

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The mission of the LeRoy Collins Leon County Public Library System is to enrich the community by inspiring a love of reading, providing a dynamic resource for intellectual, creative and recreational pursuits, and enabling residents to live a life of learning.

#### Strategic Initiatives/Support Highlights Quality of Life

- Leon County citizens made more than 972,000 visits to the seven locations of the LeRoy Collins Leon County Public Library.
- Library card-holders checked out 1.49 million books and other materials.
- Library card-holders downloaded 85,350 ebooks, audiobooks, graphic novels, magazines, games and art instruction videos from the library website.
- Library online resources include 24/7 access to magazine articles, health information, newspapers, auto repair, consumer information and more, all published as subscription online information by well-known and reputable library and reference publishers.
- 29,600 adults, teens and children attended more than 1,140 programs throughout the library system.
- Book groups meet at all library locations, engaging readers of all ages in lively discussions of a wide variety of books.
- Library meeting rooms were used 2,900 times by a wide variety of groups.
- The Library's social media visitors increased by 15%.
- There were 381,000 uses of free public-access Internet computers and wi-fi throughout the library system.

#### **Contact Us**

(850) 606-2665 www.LeonCountyFL.gov/Library

## **INSPIRING A LOVE OF READING AND A LIFE OF LEARNING**



Seed Library

- The Library's Summer Reading Program centered on the theme "Build a Better World." Exciting, interesting and fun programs for all ages appealed to library visitors at every library. Hundreds of children and adults enjoyed summer reading with the Library.
- Monday Nights @ The Main, a summer reading program at the Main Library, featured music, magic, animals and an evening of virtual reality.

- Author Alerts is a new online service for library users. Patrons can choose current authors in the library catalog and are notified by text or email when the library purchases the next book by that author.
- The Library introduced "Tech Help 1-on-1", a program offering appointments for individualized technology and device help from library professionals.
- Leon County launched the 2017 Spring and Fall Seed Library program. Developed in partnership with Sustainable Tallahassee, the program offers free seeds to citizens.
- The County developed and launched a Telescope Lending Program, making stargazing accessible to library users. The Tallahassee Astronomical Society and the Friends of the Library donated telescopes that are perfect for beginners and can be checked out for one week at a time from any branch library.



#### Did You Know

The Library courier stops at each library five days a week, delivering reserves, picking up and returning materials so that library users can check out and return materials at the most convenient library for them. The courier handles 100 bags of library materials a day; or, the weight of one African elephant each week.



African American Read-In

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- The new Leon County Library Lecture Series offered three lectures to engage and inspire our citizens.
  - » Dr. Greg Boebinger, Director of the National High Magnetic Field Laboratory, gave an engaging lecture about what goes on at the "MagLab."
  - The Library joined the Festival of Freedom celebration for the fourth time, with a Lecture Series scholarly presentation by Dr. Reginald Ellis, FAMU history professor, on Thomas DeSaille Tucker, the first president of FAMU.
  - » Nationally known speaker Dr. Stacy Nelson encouraged listeners to develop new perspectives on effective communication as he talked about effective and important conversations.



Library Lecture Series: National MagLab



Library Lecture Series: Thomas DeSaille Tucker

- In partnership with Literacy Volunteers of Leon County, the County's Literacy Program continues to offer services in adult and family literacy and English for speakers of other languages, including English conversation groups. Tutoring is offered at all library locations.
- AARP Tax Aide services at the Main Library helped 1,034 taxpayers successfully file their returns. Overall they saved \$260,000.
- Leon County was designated as a CareerSource affiliate allowing job seekers the ability to access CareerSource services and workshops at all Library locations.

## LEON COUNTY LIBRARY LOCATIONS

LeRoy Collins Main Library 200 West Park Avenue (850) 606-2665

Dr. B. L. Perry, Jr. Branch Library 2817 South Adams Street (850) 606-2950

Eastside Branch Library 1583 Pedrick Road (850) 606-2750

Jane G. Sauls Fort Braden Branch Library 16327 Blountstown Highway (850) 606-2900

#### Lake Jackson Branch Library 3840-300 North Monroe Street (850) 606-2850

Northeast Branch Library 5513 Thomasville Road (850) 606-2800

Woodville Branch Library 8000 Old Woodville Road (850) 606-2925

## (850) 606-2900

#### Demonstrating Highest Standards of Public Service

The Telescope Lending Program won a National Association of Counties Award for Exceptional Programs and Services.





## **EMERGENCY MANAGEMENT**

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#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To protect our community by coordinating and integrating all activities necessary to build, sustain, and improve the capability to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, or other man-made disasters.

#### Strategic Initiatives/Support Highlights

#### Governance

- Expanded opportunities for increased media and citizen outreach via social media and other outreach methods.
- Held training exercises for local and regional emergency responders to build and enhance their emergency response skills.
- Continued to coordinate and grow community preparedness events.
- Distributed the 2017
  Disaster Survival Guide,
  featuring preparedness
  checklists, hazard
  information, nonprofit
  community partners,
  and public information
  resources.



County performed the following actions to prepare, act, and recover:

Began tracking Irma's forecasted path on August 30
Activated the Emergency Operations Center (EOC) for 160 hours, which

Activated the Emergency Operations Center (EOC) for 160 hours, which includes 108 hours of continuous activation with 120 personnel from various agencies working around the clock.

Leon County Emergency Management coordinated the disaster response

and recovery to Hurricane Irma, a major hurricane that brought tropical-

storm-force winds to Leon County starting September 10, 2017. Leon

**DISASTER PREPAREDNESS, RESPONSE & RECOVERY** 

- Helped coordinate and open 10 risk shelters and one special needs shelter in partnership with the American Red Cross and the Florida Department of Health in Leon County. As a result, Leon County sheltered nearly 3,000 people and over 300 pets with support from the Leon County Animal Control Division.
- » Answered more than 2,800 calls for information before, during, and after Irma
- » Distributed 100,000 sand bags
- » Reached nearly 15,000 Leon County Citizens Connect mobile app downloads, an increase of more than 600 percent
- » Opened the downtown Leon County Main Library as a comfort station to provide snacks, air conditioning, information access, and recharging stations to citizens
- Implemented 78 out of 80 recommendations from the Hurricane Hermine After Action Report.
- Emergency Management maintains the EOC to plan for and coordinate disaster response activities.
  - » Enhanced the Leon County Citizens Connect Mobile App to include emergency notifications and to integrate with the Emergency Information Portal.

- The EOC was activated six times during the last year. Two activations coordinated response to hazardous weather incidents and three activations were coordinated for exercises, and for Hurricane Irma.
- The EOC hosted nine separate training courses for local and regional emergency responders to build and enhance their emergency response skills.
- To ensure Leon County is prepared to address disasters, during this past year, Emergency Management:
  - » Reviewed emergency plans for 36 healthcare facilities.
  - » Hosted the 2017 Hurricane Season Kickoff and Presentation of the redesigned Disaster Survival Guide to emphasize the importance of preparedness for hurricanes and other emergency situations.
  - Partnered with Leon County Volunteer Services, the American Red Cross, and the City of Tallahassee to host the 2017 Build Your Bucket Event. 500 residents received a free starter disaster supply kit bucket to enhance community disaster preparedness.
  - » Conducted 17 public education and outreach programs for a variety of community groups.
  - » Continuously monitored severe weather situations and coordinated response activities with partner agencies throughout the region.
  - » Disseminated 80 severe weather alerts to emergency response partners.
- The Leon County Enhanced 9-1-1 System received 165,992 calls during this past year. Of these calls 144,431 were from wireless devices, 17,201 were from landline devices, and 4,360 were from VoIP devices.
- Leon County was recognized as a Weather Ready Nation Ambassador[™] by the United States National Oceanic and Atmospheric Administration for its efforts to build a community that is ready, responsive, and resilient to the impacts of extreme weather and water events.

#### **Contact Us**

(850) 606-3700 www.LeonCountyFL.gov/ei

## LEON COUNTY'S RESPONSE & RECOVERY



To our neighbors around the state, the Florida State University family has each of you in our thoughts and prayers. We hope these donations will help as you deal with the aftermath of Hurricane Irma. As FSU Seminoles, we wish you "Unconquered Spirit" in the days ahead.

The students, faculty and staff of FSU, the Leon County government and the citizens of Tallahassee.

## LEON COUNTY EMPLOYEES Driven to Serve





LEON

EMERGENCY

The New york Cimes



AROUND THE NATION

Leon County In Northern Florida Monitors Hurricane Irma

Listen - 2:35 + Queue ....

September 11, 2017 - 5:02 AM ET Heard on Morning Edition

Leon County, which includes the capital Tallahassee, is bracing for impact as Hurricane Irma moves north. David Greene talks to Vincent Long, the Leon County administrator, about Irma.

Transcript

DAVID GREENE, HOST:

Let's go farther north in Florida, where Irma is still churning. Vincent Long is on the line, the Leon County administrator. And

#### Posted 4:30 p.m. on October 17, 2017

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## **OFFICE OF PUBLIC SAFETY: ANIMAL CONTROL**

#### **PEOPLE FOCUSED. PERFORMANCE DRIVEN.**

#### **Mission Statement**

To improve animal and human well-being through education, prevention, and enforcement programs and humane animal care and control services for the citizens and animals of Leon County.

ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### Strategic Initiatives/Support Highlights **Quality of Life**

- Provided essential public safety services through animal bite investigations, aggressive animal intervention, education programs and through enforcement of the Animal Ordinance.
- Provided community outreach and neighborhood sweeps in order to put residents in touch with local animal organizations to assist with animal related needs.

## **PROTECTING LEON COUNTY'S ANIMALS & CITIZENS**



Bite Prevention Class

- In order to continuously provide safety and well-being of both citizens and domestic animals, Animal Control staff has:
  - Provided Bite Prevention Classes to elementary school students » throughout the county school district.
  - Educated residents about responsible pet care, animal safety, bite prevention and related matters by participating in outreach events such as public safety fairs, Greenway Day, Bags for Wags, and community pet adoption events.
  - » Educated pet owners about requirements of the Leon County Animal Ordinance and provided loaner dog houses so owners did not give up their pet for the lack of proper care and shelter.
  - Provided identification tags and collars to ensure lost pets were returned home.

- Conducted proactive door-to-door neighborhood sweeps with >> community partners in high volume service call areas. The main focus of the operation being outreach, education and resource provision.
- Facilitated the Capital Area Animal Network to provide an open forum format bringing together various animal welfare groups in the capital region.
- Actively participated on Tallahassee-Leon Animal Service Center » Advisory Committee. Continued to implement strategies that allow Animal Control Officers to return animals to their owners, eliminating the need to take animals to the shelter.
- Animal Control staff distributed low-cost spay and neuter vouchers » provided by community stakeholders in an effort to impact animal overpopulation.
- Animal control staff is committed to serving the community and decreasing the number of animal bites. During the year, staff:
  - Fielded over 7,200 phone calls resulting in over 3,300 service requests » and over 4,200 Animal Control Officer activities.
  - Responded to over 510 service requests. »
  - Investigated over 46 dangerous or aggressive animal complaints.

#### Did You Know

Leon County Animal Control handed out over 100 leashes and engraved and distributed over 100 animal identification tags to local pet owners in order to encourage responsible pet ownership and to return loose pets to owners and decrease the number of animals going to our local shelter.

Contact Us

(850) 606-5400 www.LeonCountyFL.gov/Animal

## DEPARTMENT OF P.L.A.C.E.: **OFFICE OF ECONOMIC VITALITY**



#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To guide the City and County's economic development efforts in coordination with the private sector and community stakeholders by fostering fair and open competition, conducting extensive outreach to assist businesses in navigating and competing in today's marketplace, and leveraging existing resources to maximize the infusion of financial capital to the local economy.

#### Strategic Initiatives/Support Highlights

#### Economy

- Developed a five-year work plan to implement the Tallahassee-Leon County Economic Development Strategic Plan, including yearly and guarterly benchmarks for the four goals and six cornerstones.
- Established new data resources, dashboards, and reports to concisely and comprehensively present information to policymakers and the public regarding the economic performance of our community.
- Continued to utilize state-of-the-art data software to drive decisions and identify metrics that monitor entrepreneurial activity in Tallahassee-Leon County.
- Launched four new committees to guide the economic vitality of Tallahassee-Leon County.
- Commissioned a Disparity Study to provide recommendations for long-term changes to MWSBE policies and procedures.
- Commissioned a Target Industry Study to identify which industries in Tallahassee-Leon County are best positioned for future growth and expansion.
- Ongoing collaboration with workforce development partners to assess and prepare the talent pool against future workforce demands.

#### **Contact Us**

(850) 219-1060 www.OEVForBusiness.org

## ADVOCATING FOR ECONOMIC INTERESTS

#### **Embracing Economic Vitality for Florida's Capital**

- With 15 active projects in the pipeline, OEV continues to respond to companies seeking to retain, expand or establish a presence in Tallahassee-Leon County.
- Secured 33 new jobs by working with two companies to open locations in Leon County. Senior Life Insurance opened its first location in Florida with 30 FTEs in the financial and insurance industry and an economic impact of \$2.6 million. Project Clover, an IT company, also announced opening a Tallahassee presence with three employees at an average annual salary of \$60,000.
- Selected from of a group of three international applicants to host the 8th Americas Competitiveness Tour (ACE 8) in December 2017. ACE 8, a global exchange on innovation and entrepreneurship that serves to build world class partnerships and collaboration, will bring 50+ participants representing 27 countries to our community. The Tallahassee-Leon County agenda focuses on world-class research, investment in placemaking and sustainability, as well as the creative economy.

#### Achieving Regional Leadership through Community Engagement

- Launched an innovative business retention and expansion (BRE) strategy, the Capital Local Outreach Opportunity Program (CapitalLOOP). Through CapitalLOOP, OEV has engaged over 30 businesses, allowing staff to identify trending issues, leverage opportunities, and formulate collaborative solutions to challenges with the support of community economic ecosystem partners.
- Continued to promote transparency and community engagement through quarterly Stakeholder Bulletins, which communicates OEV's work and accomplishments to date.
- Introduced a monthly newsletter and social media platforms to communicate economic news, programs, and opportunities from OEV and partner organizations.

#### Demonstrating **Highest Standards** of Public Service



Leon County was selected as one of five host communities for the 8th Americas

Competitiveness Exchange. This global exchange on innovation and entrepreneurship serves to build world class partnerships and collaboration.

#### Using Data to Drive Informed Decision-Making

- Published a guarterly Economic Dashboard, which contains cutting-edge data trends and leading economic indicators, presented in an easily digestible format. The guarterly report serves to place timely and relevant data in the hands of business leaders and decision makers.
- Participated in the C2ER Cost of Living Report, which ranked Tallahassee-Leon County at 3.4% below the national average for cost of living.
- Entered into a cooperative agreement with the Center for Economic • Forecasting and Analysis at FSU to produce economic impact analyses for selected projects, and will provide advisory capabilities to staff related to economic impact analysis.
- Minority, Women, & Small Business Enterprise (MWSBE) increased new certifications for businesses by 23.8 percent and recertifications by 25.5 percent.
- Continued to focus its efforts upon the "four Es" for business growth to engage, educate, equip, and empower certified businesses to enjoy greater opportunities within the economic development ecosystem through certifications and MWSBE Academies, which offer professional and educational training to increase MWSBE competitiveness.

#### Posted 4:30 p.m. on October 17, 2017 2017 LEON COUNTY ANNUAL REPORT

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#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

TOURISM

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To spearhead and coordinate the tourism-related marketing and management of the destination through the coordination of the hospitality industry, local governments and the business community to sustain and grow visitor spending and job creation in the Tallahassee region.

#### Strategic Initiatives/Support Highlights Economy

- Tourism related jobs are now estimated to exceed 14,500 in Leon County supported by 2.4 million annual visitors who infused nearly \$895 million of economic impact into Leon County.
- Sports Tourism continues expanding its importance for Leon County as it hosted 100 events, attracted more than 73,000 visitors that infused \$31.5 million in direct spending in the local economy. Included were more than 6,000 runners competing in cross country meets that attracted more than 20,000 visitors and \$9 million in direct spending.

#### **Quality of Life**

 Presented "Spring On Stage", a campaign that collectively promoted numerous special events, and major festivals such as the Red Hills International Horse Trials, Springtime Tallahassee, Word of South Festival, Southern Shakespeare Festival, Opening Nights, the Tallahassee Tennis Challenger, Doak After Dark and LeMoyne Chain of Parks Art Festival.

#### **Contact Us**

(850) 606-2300 www.VisitTallahassee.com

#### 2017 LEON COUNTY ANNUAL REPORT

## **PROMOTING & MARKETING FLORIDA'S CAPITAL REGION**

- In 2017, Leon County tourism resulted in \$895 million in economic impact, 2.4 million visitors from 44 states and 27 countries (through June), and 14,500 jobs. Leon County contributed to another record year for tourism in the state.
- Tourism continues to increases awareness for Leon County as a tourism destination by initiating marketing programs and cooperative promotional ventures with local industry stakeholders, VISIT FLORIDA, the Florida Restaurant & Lodging Association, the Council on Culture and Arts, Florida State University, Florida A&M University, the Florida Department of State and Knight Creative Communities Institute (KCCI). Results include:
  - » Showed increases in hotel occupancy and revenue for area hotels for the 12-month period through August 2017.
  - » Posted record months in Tourist Development Tax collections in October 2016, November 2016, January 2017, April 2017, May 2017, June 2017, July 2017 and August 2017.
  - Tourist Development Tax collections, which fund the Leon County Division of Tourism Development (Visit Tallahassee) and all of the county's tourism promotion efforts, are on pace for the ninth consecutive, record-breaking year, exceeding \$5.5 million.
  - » Promoted Leon's County's outdoor recreation, culinary, African-American history and heritage and arts and culture amenities by hosting more than 15 journalists from travel and lifestyle publications while collaborating with 64 industry partners through June 2017.
  - » Provided destination information and assisted 124 meetings and conventions, conferences, leisure and sports groups representing 18,142 visitors through August 2017.
  - » Leveraged an additional \$650,856 in advertising equivalency through earned media during the first nine months of FY2017 with more than 103.8 million media impressions that included 95.8 million digital impressions and 2.6 million radio listeners.
  - » More than 550,000 consumers viewed more than one million pages of information on www.VisitTallahassee.com during the first nine Page 639 of 909



months of FY 2017 and increased the time spent on each site visit to 2.23 minutes.

 Generated more than 37 million social media impressions through August 2017 and increased audiences for Facebook, Twitter and Instagram.



Cross Country Championships at Apalachee Regional Park

 Leon County Tourism awarded grants totaling \$575,000 to 98 local Special, Signature and Sports events, all of which brought overnight visitors to the Capital County.

- Leon County supported seven signature events in the community including Springtime Tallahassee, Market Days, Red Hills Horse Trials, Word of South, Florida Jazz and Blues Festival, and two Doak After Dark concerts.
- Leon County hosted 10 major cross country events at the Apalachee Regional Park including the Amateur Athletic Union (AAU) National Championship and two USA Track & Field (USATF) National Championships.
- Leon County Tourism secured four major cross country championship meets for the county's Apalachee Regional Park in FY 2018 including the Florida High School Athletic Association Championships, the USA Track & Field Junior Olympic Championship and the USA Track & Field National Championship.
- In conjunction with Florida State University Athletics, Leon County secured the 2021 National Collegiate Athletics Association (NCAA) National Cross Country Championships, the first time the meet will be held in Florida.
- In addition to funding the County's marketing activities, Leon County Tourism invested \$1.35 million of Tourist Development Tax collections in local cultural activities and programs through the Council on Culture and Arts (COCA).
- Tourism Development introduced the GroupMe app for increased efficiency in communicating with area hotels, restaurants and attractions during emergencies and periods of high demand, such as hurricanes or home football games.
- Completely redesigned the award-winning www. Trailahassee.com site for improved user experience to promote the area's assets for outdoor recreation.

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Florida Jazz and Blues Festival



Word of South Festival

#### Demonstrating Highest Standards of Public Service

Leon County received a Bronze Award for Excellence in Travel Marketing (Digital) from Hospitality Sales and Marketing Association.





#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### **PEOPLE FOCUSED. PERFORMANCE DRIVEN.**

#### **Goal Statement**

To provide accurate information, creative and effective planning recommendations, and expertise in the areas of long-range land use, environmental, and transportation planning for the orderly growth of Leon County and the Tallahassee community.

#### Strategic Initiatives/Support Highlights **Quality of Life**

- Updated the long term management plan for the Canopy Roads including an active tree planting program.
- Completed an evaluation of transportation fee alternatives to replace the existing concurrency management system of mobility fees.
- Identified projects that may be advance-funded as part of the Sales Tax extension.
- Initiated a comprehensive review and revision to the Land Use and Mobility Elements of the Comprehensive Plan.
- Reformatted the existing on-line Comprehensive Plan to modernize its appearance and increase usability.
- Evaluated the existing Comprehensive Plan amendment process, and identified opportunities for further streamlining.
- Protected the rural character of our Rural Land use category.
- Worked with the City of Tallahassee and Blueprint to implement the one -cent Sales Tax extension, including the new Economic Development portion.
- Coordinated partners in the creation of a North Monroe Corridor Task Force, which focuses on the revitalization efforts in the area.
- Continued operating the DesignWorks Studio to assist public and private partners.

#### **Contact Us**

(850) 891-6400 www.LeonCountyFL.gov/Planning

## PLANNING TODAY FOR TOMORROW'S COMMUNITY

- The Planning Department is in the midst of a multi-year project to update the • Land Use and Mobility Elements of the Comprehensive Plan, which is the County and City's blueprint for growth for the next 20 years. The goal for the first year is to clarify community values and principles that will guide more detailed policy.
- Currently working with the Miccosukee Rural Community to develop a placemaking action plan to guide community initiatives and investments.
- Coordinated the Frenchtown Better Block event, which used temporary structures to set up pop-up vendor shops, a band stage, bike lane and landscaping at the corner of Brevard and Macomb Streets. This was a weekend filled with shopping and music, which led to additional communityled events, such as Artwalk, and also helped the neighborhood decide what future infrastructure investments are desirable.
- Continued to work with the Florida Department of Transportation on a Complete Streets plan for South Monroe and Adams Streets. This plan will guide sidewalk, landscaping and bicycle facility investments.
- Developed a Let's Get There Together campaign to educate the community on mid-block crossing rules.
- Currently working with the Canopy Roads Citizen Advisory Committee to update the Urban Forest Management Plan to preserve the unique character of the community allowing flexibility for growth.



#### Did You Know

In the first 6 months of 2017, over 75,000 cyclists and pedestrians have used the Capital Cascades Crossing bridge over Monroe Street from Cascades Park. The Planning Department developed the Bike Route System Plan that the Blueprint IA will construct starting in 2020.



J. Lee Vause Park

#### **Demonstrating Highest Standards of Public** Service

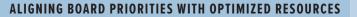
Bicycling Magazine named Tallahassee-Leon County one of the 50 best bike cities of 2016.



Posted 4:30 p.m. on Octobe

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## DEPARTMENT OF P.L.A.C.E.: BLUEPRINT INTERGOVERNMENTAL AGENCY



#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To implement the Blueprint program in a timely and cost-effective manner, utilizing sound but innovative business practices while keeping the citizenry informed and involved.

#### Strategic Initiatives/Support Highlights

The Blueprint Intergovernmental Agency (Blueprint IA) is a division of the Department of PLACE (Planning, Land Management, and Community Enhancement). Blueprint IA plans, designs, and constructs infrastructure and environmental projects funded from the one-cent local-option sales tax. Blueprint IA is managed by the Intergovernmental Agency Board, which consists of the seven Leon County Commissioners and the five City of Tallahassee Commissioners. Blueprint IA also works with a 13-member Citizens Advisory Committee and technical staff from County and City departments.

The County and City Commissions agreed to a joint management approach for the implementation of Blueprint IA projects, which are allocated 80% of the funds generated from the one-cent local-option sales tax. Additionally, 10% of the one-cent sales tax revenue is allocated to support County projects, and 10% is allocated to support City projects, as approved by the respective Commissions.

PLACE emphasizes the desire to create a livable, sustainable community and coordinates Blueprint, Office of Economic Vitality and Planning activities for Leon County and the City of Tallahassee.

#### **Contact Us**

(850) 219-1060 www.BlueprintlA.org

## PRESERVE, PROTECT & ENHANCE THE COMMUNITY'S QUALITY OF LIFE

Blueprint IA, managed through the joint Leon County/City of Tallahassee Intergovernmental Agency, is committed to preserving, protecting and enhancing the community's quality of life through holistic and coordinated planning, transportation, water quality, environmental and green space projects.

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Capital Cascades Crossing Grand Opening

Capital Cascades Crossing Trail and Pedestrian Bridge was opened in October 2016. Now, bicyclists, walkers, and runners safely cross over South Monroe Street for work, school, shopping, dining, or simply just for the view. Capital Cascades Crossing forms a vital connection for the Cascades Trail, which will connect central Tallahassee to the St. Marks Trail and the Florida Gulf Coast. This project is the first automated pedestrian and bicycle counter in our community, contributing vital. data to project planning and evaluation. Capital Cascades Crossing Trail features a connection throughout central Tallahassee and regionally to the St. Marks Trail.

#### Demonstrating Highest Standards of Public Service

Capital Cascades Trail Segment 3/FAMU Way project won an American Planning Association Florida Chapter Award of Merit in the Planning Project category.



- Constructed the first segment of the Magnolia Drive Multi-use Trail project. This 0.6 mile long, 10 foot wide multi-use trail that is located between Meridian Road and Pontiac Drive is one segment of the larger project that will create a path from Adams Street to Apalachee Parkway.
- Constructed the Capital Circle Northwest/Southwest road project. The 2.8mile project improves the Capital Circle corridor from Tennessee Street to Orange Avenue Circle by widening the two-lane rural road into a beautifully landscaped, six-lane urban facility. Consistent with other segments of the Capital Circle corridor, this holistic project continues the multi-use trail, includes two parks, and extensive stormwater mitigation to prevent pollutants from entering the Cascades Chain of Lakes and Gum Swamp.
- Began constructing the next segment of the Capital Cascades Trail from Pinellas Street to Gamble Street. Once completed, this project will finally connect to the Historic St. Marks Rail Trail, creating a connection from central Tallahassee to the gulf coast of Florida in Wakulla County.



## **PUBLIC WORKS**

#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To provide safe, efficient, and sustainable roadways and transportation amenities, stormwater facilities, and vehicle fleet throughout Leon County that enhances its livability, environment and economic vitality.

#### Strategic Initiatives/Support Highlights

- In pursuing Public Works' American Public Works Association (APWA) accreditation, the department has completed the first step in the accreditation process: self-assessment.
- Modified the Fire Hydrant Policy to establish a cost-sharing program with neighborhoods for the installation of new fire hydrants in unincorporated Leon County.
- Developed the Street Lighting Eligibility Criteria and Implementation Policy, which enhances public safety through increased visibility for both drivers and pedestrians.

## PLANNING, BUILDING & MAINTAINING QUALITY INFRASTRUCTURE

- Managed the removal and disposal of over 179,000 cubic yards of debris on both public and private roadways following the aftermath of Hurricane Hermine in September 2016, which equals two years worth of debris collection. The department ensured that proper documentation was maintained and provided for all FEMA reimbursable costs. Additionally, to ensure adequate response and coverage is available if another major weather event hits the County, the department embarked upon a process of identifying multiple debris removal and debris monitoring companies to provide assistance to the County for the next five years.
- Managed the construction of a ten-foot multi-use trail on Magnolia Drive from South Meridian Road to Pontiac Drive.
- Developed a solution to utilize Public Works staff in lieu of contractors to construct a stormwater treatment facility for the Solid Waste Management facility closure, resulting in significant cost savings to the County.



Okeeheepkee drainage improvements

 The Department leveraged grants for the following projects: Northwest Florida Water Management District grants for Woodside Heights Wastewater Retrofit and Woodville Wastewater Retrofit; Highway Safety Improvement grants for Old Bainbridge Road Safety Enhancement from North Monroe Street to Gadsden County Line, and at Knots Lane; Safe Routes to School grant for Sidewalk Construction on Monroe Street from Clara Kee Boulevard to Harriet Drive; and Federal Land access grant for the Smith Creek Road Bike Lane Addition.

#### Demonstrating Highest Standards of Public Service

Four projects received 2016 Project of the Year APWA awards from the Big Bend Branch: Lakeview Drive in the Environmental and Stormwater



category; Old Bainbridge Road at Pullen Road Intersection Improvements in the Transportation category; Natural Bridge Road Bridge Replacement in the Structures (Less than \$5 million) category; and the Fred George Basin Greenway and Park project in the Beautification category. The Lakeview Drive project also received the Project of the Year award from the APWA State Branch in the Environmental and Stormwater category.



Public Works Director Tony Park receives Director of the Year Award at the APWA Florida Public Works Expo

#### **Contact Us**

(850) 606-1500 www.LeonCountyFL.gov/PubWorks

## PUBLIC WORKS: ENGINEERING SERVICES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

To provide the public with professional services for the construction and maintenance of cost-effective infrastructure to enhance our community's quality of life.

#### Strategic Initiatives/Support Highlights Quality of Life

- Continued to provide essential services that make Leon County a place where people are healthy, safe, and connected to their community.
- Continued to create connectedness and livability through supporting human scale infrastructure.
- Continued emphasis on pedestrian connectivity, resulting in the completion of the following sidewalks in FY 2017: Magnolia Drive Multi-Use Trail from Meridian Street to Pontiac Drive; CSX Pedestrian Crossings at Gearhart Road; and Gadsden Street from 6th Avenue to Ingleside Avenue.
- Installed an additional 15 fire hydrants in the unincorporated area for fire protection.

#### Environment

- Began design of the Woodside Heights
  Wastewater Retrofit project. This project will build
  a new sanitary sewer collection system and lift
  station in the Woodside Heights Subdivision.
  Upon completion of this project, properties will be
  on the central sewer without septic tank effluent
  discharge, which will improve the water quality. To
  date, over 150 households have signed up for this
  retrofit project.
- Leveraged a \$1.5 million state grant for the Woodville Wastewater Retrofit project. The grant will be used for the design of a collection and transmission system, which will ultimately eliminate old septic tanks and improve water quality.

**Contact Us** 

(850) 606-1500 www.LeonCountyFL.gov/PubWorks

## **PROFESSIONAL SERVICES & QUALITY INFRASTRUCTURE**

- A safe and efficient transportation system is one of the standards for local government. Leon County is committed to constantly evaluating roadways for efficiencies. This past year, Leon County:
  - » Completed Ox Bow Road at Single Tree Trace Roundabout
  - » Completed the Geddie Road at State Road 20 Intersection Improvements
  - » Completed Buck Lake Road Turn lane Extension at U.S. 90
  - » Resurfaced more than 30 roads throughout Leon County.
  - Developed a Street Lighting Eligibility Criteria and Implementation policy to be used in evaluating proposed street lights at intersections or road segments in the unincorporated County. The installation of street lights in these areas will enhance public safety through increased visibility for both drivers and pedestrians.
  - » Completed Guide Signs on US 90 East directing citizens to the Eastside Branch Library, Pedrick Pond Park, and J.R. Alford Greenway
- In order to implement the most cost-effective options to reduce flooding and improve the community's surface and ground water quality, Engineering Services completed the following projects:
  - Fred George Road Culvert Replacement and Trash Rack Installation: this project included the aged cross drain replacement with new end treatment using concrete headwalls to enhance safety and erosion control. The new trash rack will screen the debris for water quality improvements and ease maintenance.
  - » Okeeheepkee Road Drainage Improvements: A new drainage and sediment control system was installed to intercept the sediments from Old Carrouth Path so the spring water quality can be protected downstream.

Did You Know Public Works monitors water quality at 73 locations (rivers, lakes and streams) four times each year for a total of 292 sampling events.



Magnolia Drive Multi-Use Trail

» Killearn Lakes Unit 1 Drainage Improvements: This project improved stormwater outfalls primarily located within existing green spaces that convey stormwater from residential properties. In addition, a better defined drainage way was constructed to redirect stormwater from densely developed residential areas to the outfalls in the green spaces.



#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

To provide the best quality maintenance and repair at the most economical cost to taxpayers of Leon County.

#### Strategic Initiatives/Support Highlights

#### Environment

- The Green Fleet Team provides input in the selection and purchase of a sustainable fleet. Currently, the County's fleet is composed of 48 alternative fuel vehicles. Four Hybrid vehicles were purchased in FY 2017. Since FY 2015, the Fleet Division has downsized 18 larger trucks with smaller, more fuel-efficient replacements.
- In the process of maintaining and repairing fleet, the Division routinely recycles auto part cores, batteries, cardboard, used oil, oil filters, plastic, scrap metal, and tires.
- Echo Power Synthetic Blended Heavy Duty recycled motor oil represents 95% of the oil purchased by Fleet Management for maintenance and other needs.

## **VEHICLE REPAIR & PREVENTATIVE MAINTENANCE**



Hybrid vehicle

- To promote efficiencies within Fleet Management and improve the management of resources, the team performed 975 preventative maintenance services.
- In order to properly manage the community's financial resources, Fleet
  Management regularly pursues cost-saving opportunities such as:
  - » Purchasing four alternative fuel (hybrid) vehicles during FY 2017.
  - » Collecting \$116,350 in surplus vehicles and equipment auctions and \$263,750 on buy-back equipment for a total of \$380,100.
  - » Purchasing 2,380 gallons of Echo Power, Echo Friendly Recycled Motor Oil. Fleet also recycled 1,925 gallons of used motor oil.
  - » Partial outsourcing of vehicle preventative maintenance. Estimated annual cost avoidance of is a minimum of \$65,800.

#### Did You Know

The County's fleet includes 48 alternative fuel vehicles, including 18 Hybrids, 17 compressed natural gas, seven battery or electric apparatus, and six propane powered.



Ambulance repair

**Contact Us** 

(850) 606-2000 www.LeonCountyFL.gov/Fleet

## PUBLIC WORKS: OPERATIONS

#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

To provide for the safety and convenience of the public by constructing, maintaining, beautifying and protecting our infrastructure, to include transportation maintenance, stormwater maintenance, right-of-way maintenance, and mosquito control services.

#### Strategic Initiatives/Support Highlights Economy

- Began inspecting the maintenance of the landscaping installed on the Southwest/ Northwest segments of Capital Circle. Operations will assume all landscape maintenance responsibility for the segments in FY19.
- Operations stormwater crews constructed the master stormwater treatment facility for the solid waste management facility closure. By doing this construction in-house, the County achieved substantial cost savings.

#### Environment

- Completed the 2017 Canopy Road Tree Inventory update.
- Began site preparation for the planting of 1,000 trees on canopy roads over the next five years. The County allocated an additional \$75,000 in the FY 2018 budget for tree plantings.
- County residents received 251 Red Cedar trees through the Adopt-A-Tree Program, funded by the Leon County Tree Bank.

#### **Quality of Life**

- Leon County adopted an ordinance to establish
  mosquito control procedures for Leon County.
- Completed 19 burials at the Leon County Serenity Cemetery. The first phase to expand the Cemetery is currently under construction.
- Completed 105 Private Road Repair requests.

#### **Contact Us**

(850) 606-1400 www.LeonCountyFL.gov/PubWorks

## TRANSPORTATION INFRASTRUCTURE

- Operations assisted in the removal of debris from Hurricane Hermine across the County.
- Cleaned and repaired more than 13.85 miles of roadside ditches, which will improve water quality and reduce the potential of stormwater impacts on adjacent properties.



Responding to downed tree

- Through the use of Citizens Connect, the division has received more than 2,920 requests for services. In addition, the division has received over 13,552 requests for services via e-mail, telephone, personal contacts and other means.
- Refurbished 95 miles of pavement striping to improve driver visibility on our roadways.
- Performed 6.47 miles of road resurfacing with Open Grade Hot Mix (OGHM). The OGHM pavement is more environmentally friendly asphalt, which provides for a certain degree of stormwater treatment within the asphalt mat.
- Performed maintenance on more than 775.92 acres of landscaped areas throughout Leon County.
- Responded to 8,580 service requests for Mosquito Control Services.
- During this past year, Operations:
  - Installed and repaired approximately 12,090 street signs throughout Leon County.
  - » Washed & Cleaned approximately 6,963 sign panels.
  - » Repaired over 111.72 miles of road shoulders.
  - » Painted more than 97,751 square feet of pavement traffic symbols.



Stormwater maintenance

#### Demonstrating Highest Standards of Public Service

Leon County was recognized as a Tree City, USA for the eleventh year in a row, highlighting the County's comprehensive tree protection and management programs.



#### Did You Know

Leon County has a private road preventative maintenance and repair program. Citizens who live on private roads can contact the Public Works Department at (850) 606-1400 to find out how this program can help their neighborhood.

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### OFFICE OF RESOURCE STEWARDSHIP: SUSTAINABILITY

#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission and Goal Statements**

#### Office of Resource Stewardship:

The mission of the Leon County Office of Resource Stewardship is to provide leadership and coordination of services through the Office of Sustainability, the Cooperative Extension program, the Division of Facilities Management, Solid Waste, and the Division of Parks & Recreation, in order to identify opportunities for synergy and added efficiencies between each work group to effectively promote stewardship of the community's natural, societal, and economic resources.

**Sustainability:** To enhance our community's environmental, economic, and social resilience by promoting adoption of sustainability practices within County government and the community at large.

#### Strategic Initiatives/Support Highlights

#### Environment

- Hosted the 2017 Sustainable Communities Summit in February 2017.
- Launched a commercial and residential Property Assessed Clean Energy (PACE) program and identified opportunities to train industry professionals on sustainable building practices for participation in the PACE program.
- Developed strategies to increase recycle and reuse rates.

## **GROWING GREEN TOGETHER**

- Leon County hosted the Sustainable Communities Summit: Exploring Our Backyard, with the theme of outdoor recreation. The event drew 250 attendees, which provided an interactive day for citizens to learn how they can live more sustainably by spending time outdoors and being good stewards of our natural environment. Attendees learned outdoor skills and best practices for hiking and camping, bicycle safety, ethical fishing, and identifying local flora and fauna. After the Summit, local nature guides took attendees outdoors to explore their backyard with activities ranging from biking, hiking, kayaking, and fishing.
- In addition to the Sustainable Communities Summit, Leon County hosted a Hospitality Industry Workshop to engage local hospitality businesses and professionals on sustainability and the benefits of sustainable tourism. The event helped attendees

understand the importance of sustainable practices in the hospitality industry, and the benefits sustainable tourism provides to local businesses, visitors, and the community.

• Leon County launched the PACE (Property Assessed Clean Energy) program for citizens of Leon County. This financing program allows for certain property improvements related to energy efficiency, energy conservation and weatherization in Leon County.



Sustainable Communities Summit: Outdoor Adventures

#### Did You Know

By installing water bottle filling stations in County buildings, Leon County avoided using 44,821 plastic water bottles.

#### **Contact Us**

(850) 606-5000 www.LeonCountyFL.gov/Sustainability

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Hospitality Industry Workshop

- Through its Community Garden Program, the Office of Sustainability has supported 31 community gardens to date. Staff continues to promote the program, including several garden dedication ceremonies to highlight both the new garden's intended efforts and the County's contributions and services.
  - » In addition, staff has redesigned the Community Garden Grant Application into a convenient, fillable form online.
  - » Staff worked with Betton Hills School to establish a school garden, which provides a space for students to create, learn, and grow.



Residential PACE Program Launch

- Leon County is committed to community outreach and education. Among the day-to-day efforts and presentations, staff participated in the following events:
  - » On April 22, 2017, Leon County participated in the Healthy Communities Festival, an event dedicated to environmental education and celebrating what makes our community healthy and sustainable. The event drew over 1,000 attendees and more than 50 exhibitors provided environmental resources for attendees.
  - Leon County participated in the annual Tallahassee Science Festival, a fun and engaging annual event that exposes kids to science and environmental topics and resources. The event drew crowds of over 6,000 attendees and more than 100 exhibitors.
  - » The Office of Sustainability participated in the Spring Home Expo by hosting a session on saving money at home by conserving energy and water.
- In an effort to reduce litter, Leon County partnered with multiple community organizations to maximize the impact of various litter and illegal dumping initiatives.



Betton Hills School Community Garden

hment #

- » Worked with various state departments to map illegal dumping in the National and State forests.
- » Partnered with the Capital Area Neighborhood Network on various neighborhood cleanup and beautification events.
- » Collaborated with Native Nurseries to provide education and incentives for citizens to plant native plants and support healthy local ecosystems.
- Staff continues to deliver Workplace Sustainability Workshops to Leon County departments to encourage energy and water conservation, better purchasing options, waste reduction and overall employee health.
  - » In July 2017, the Office of Sustainability implemented the Green Team Committee, an interdepartmental sustainability committee whose mission is to help further sustainable workplace practices.

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## OFFICE OF RESOURCE STEWARDSHIP: PARKS AND RECREATION

### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

To provide for the safety, comfort, and convenience of the public by creating, maintaining infrastructure and programs supporting recreation, parks and open space.

### Strategic Initiatives/Support Highlights Quality of Life

- Began construction for the St. Marks Headwaters Greenway, Baum Road trailhead. This construction, which is Phase I of a multi-phase project, provides for public access to 700+ acres of conservation and environmentally sensitive lands.
- Conducted volunteer workdays at Fred George Greenway and Park, Lake Jackson, and Jackson View Park to improve water quality and promote environmental stewardship.
- Improved user accessibility and Greenway connectivity through the third and final phase of the Miccosukee Greenway trail stabilization project between Fleischman Rd and Edenfield Rd trail heads.

#### Economy

- Staffed a record year of ten cross country events at Apalachee Regional Park drawing participants from around the country.
- Completed construction of the access road at Apalachee Regional Park to ensure event buses can traverse safely back to the cross country course to drop off runners.

## MAINTAINING LEON COUNTY'S PRISTINE PARKS & GREENWAYS

- Leon County continued to operate, maintain, develop, and promote many unique recreational amenities.
- Completed the construction of Jackson View Landing, featuring an aluminum floating dock, space for boat trailers, rehabilitated boat ramp, improved parking, a restroom facility and new signage. Leon County's project allows citizens to now enjoy a picnic table area with grills, an observation pier to view wildlife, as well as an information kiosk featuring news and events.
- Renovated the J. Lewis Hall, Sr. Park concession stand. Renovations included expanding the building footprint and improving the service window areas, increasing lighting around the structure, reconfiguring the restroom entrances, replacing and updating restroom fixtures, and painting.
- Hosted the Florida Senior League Baseball State Tournament (14-16 year old boys), which drew eight teams from across the state. Games were played at J. Lewis Hall, Sr. and Fred George Park facilities.



#### J. Lee Vause Park

### Demonstrating Highest Standards of Public Service

Fred George Basin Greenway and Park received the 2016 Project of the Year award from the Big Bend Branch of the American Public Works Association.





Apalachee Regional Park

#### **Contact Us**

(850) 606-1470 www.LeonCountyFL.gov/Parks



Greenway Day at J.R. Alford Greenway

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Jackson View Landing Grand Opening



The Big Event cleanup

## COMMUNITY CENTERS

Dorothy Cooper Spence Community Center 4768 Chaires Cross Road

Bradfordville Community Center 6808 Beech Ridge Trail

Fort Braden Community Center 16387 Blountstown Highway

Lake Jackson Community Center 3840 N. Monroe Street, Suite 301

Miccosukee Community Center 13887 Moccasin Gap Road

Woodville Community Center 8000 Old Woodville Road

- Engaged stakeholders and sought community input through events and meetings such as the St. Marks Headwaters Greenway public meeting; the Apalachee Regional Park Conceptual Master Plan open house; "Bagels and Baseball" community partners meeting; and presentations at the Friends of Lake Jackson Annual Meeting, the Northside Rotary Club monthly meeting, the Tallahassee Mountain Bike Association (TMBA) monthly meeting, and the Good Sports youth programming series organized by Carters Corner.
- Hosted the largest Greenway Day to date, a family-friendly event offering a variety of activities and featuring the greenway's vast hiking, cycling, horseback riding, stargazing and general recreational opportunities that are available throughout the year.
- Began design and permitting for trails and a trail head at Northeast Park. The trail head is expected to be open in late November/early December 2017.

### Did You Know

At the Apalachee Regional Park, Leon County has the premier championship cross country running trail in the south east United States.



## OFFICE OF RESOURCE STEWARDSHIP: FACILITIES MANAGEMENT

### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

**PROFESSIONAL CONSTRUCTION & MAINTENANCE FOR COUNTY BUILDINGS** 

#### **Goal Statement**

To serve the people of Leon County as a responsible steward of all building infrastructure that is necessary to support County operations in a timely, professional and cost-effective manner.

#### Strategic Initiatives/Support Highlights Quality of Life

• Collaborated with the John G. Riley Center/ Museum on their annual Blended Lives program.

#### Economy

• Leon County provided access cards to 17 persons with disabilities and 21 veterans for the parking lot at the Main Library at no cost.

#### Environment

• Facilities Management continued to promote sustainability initiatives and practices.

#### Governance

• Assisted the Supervisor of Elections in the relocation from their main headquarters located at the Leon County Government Annex building to their newly renovated and designed location at 2990 Apalachee Parkway.

#### **Contact Us**

(850) 606-5000 www.LeonCountyFL.gov/Facilities

## Did You K Facilities Mana



Facilities Team Pitches In After Hurricane Hermine

- Facilities Management ensured the Public Safety Complex operated flawlessly during the Hurricane Hermine storm response, providing for uninterrupted service of the Emergency Operations Center.
- Established and maintained four comfort stations in the wake of Hurricane Hermine, distributing more than 200,000 bottles of water and thousands of sanitation packets to those in need.
- Completed a new fire alarm system in the Leon County Main Library, which replaces the aged system with a new state-of-the-art and web-based "addressable" fire detection system.
- Repurposed and renovated two Leon County facilities to help the Leon County Sheriff's Office meet space requirements, improving effectiveness and efficiency.
- Updated and redesigned the lobby of the Development Support & Environmental Management (DSEM) area to reflect a more professional, welcoming, and customer-oriented support area.

### **Did You Know** Facilities Management maintains more than 1,587,000 square feet of space in buildings across Leon County.

- The Office of Resource Stewardship renovated its complex located on South Monroe St. The newly renovated space features a training room and various updates to support a more cohesive and efficient work model.
- Upgraded and installed new energy-conscious air handlers and refurbished multiple restroom and lobby facilities of the Leon County Government Annex.
   All work was completed with staff resources and substantial cost savings.
- Facilities revitalized the Bronough Street parking located at the Main Library featuring a new perimeter fence, enhanced entrance way, new signage, and automated parking equipment providing 24/7 service.
- Assisted the constitutional agencies in refreshing several courtrooms, anterooms and deliberation rooms within the Courthouse to better serve judicial proceedings.
- Conducted a major plumbing restoration at the Leon County Dental Clinic. Work included re-designing the sewage line, re-piping and restoring the foundation to not disrupt services to the staff and citizens of Leon County.

## OFFICE OF RESOURCE STEWARDSHIP: SOLID WASTE MANAGEMENT

#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

To provide an integrated solid waste management system dedicated to excellent customer service and responsible fiscal and environmental stewardship.

#### Strategic Initiatives/Support Highlights

#### Environment

- Solid Waste continued to partner with the Forest Edge neighborhood to remove trash and debris from the National Forest. This year, 35 tons of trash were collected and disposed of.
- In an effort to reduce illegal dumping, Solid Waste and the Office of Sustainability will host Amnesty Day at the Rural Waste Service Centers, allowing citizens can bring any waste and debris free of charge.
- Refined the mulching process to produce a higher quality mulch to be used at all County facilities and parks.
- Transfer Station employees removed 38 tons of waste tires from the household waste stream, resulting in annual savings of \$41,000.
- Began the design and permitting for the permanent closure of the solid waste landfill.

### **Contact Us**

(850) 606-1800 www.LeonCountyFL.gov/SolidWaste

## **CUSTOMER SERVICE, ENVIRONMENTAL STEWARDSHIP & INNOVATION**

- Leon County's Hazardous Waste Center continued to be a one-stop location for hazardous waste and electronics disposal that promotes the reuse and recycling of these products. In FY 16-17, Leon County:
  - Processed 399 tons of potentially hazardous material from 15,098 residents, of which 234 tons were removed from the solid waste stream through recycling or reuse. The hazardous material is collected from the four Rural Waste Collection centers, the Household Hazardous Waste Collection Facility and through nine weekend collection events held at the Public Works Facility.
  - The Swap Shop continued to promote the reuse of household products. The program receives usable household products, such as paint, pool chemicals, and polishes, all of which are available to the public at no charge. This includes returning 70 tons



ReNew Paint Program

of household products to the community through the Swap Shop and 5,420 gallons of re-blended latex paint through the ReNew Paint program.

- Leon County continued to strive toward state benchmarks for recycling by:
  - » Achieving 54% recycling rate.
  - » Recycling over 247 tons of electronic scrap.
  - Partnering with the Sharing Tree, a community resource for reuse and recycling of art supplies and other materials that would otherwise be destined for a landfill.
  - » Processing 20,000 tons of yard debris from Leon County residents. The processed yard debris generates fine mulch that is given away for free to Leon County residents.





Tires to be Processed for Alternative Fuel

Processed 300 tons of waste tires from Leon County residents. The tires are transported off site to a processor who uses the tires for an alternative fuel.



## SPECIAL PROJECTS/INTERGOVERNMENTAL AFFAIRS

### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

To serve as a bridge from strategic planning to action implementation by ensuring alignment of organizational activities, initiatives, and culture with the overarching strategic vision and plan set forth by the Board of County Commissioners.

#### Strategic Initiatives/Support Highlights Governance

- Provide support for County Commissioners in their leadership roles with the National Association of Counties and the Florida Association of Counties. Through these positions, County Commissioners lead national and statewide conversations about policy issues impacting county governments, as well as exchanging best practices with fellow County Commissioners and staff.
- Convene a Charter Review Committee to review the Leon County Home Rule Charter and propose any amendments or revisions which may be advisable for placement on the general election ballot.

#### Economy

- Hosted the 2016 Leon Works Expo, connecting over 360 students and 220 additional citizens with skilled careers and training opportunities.
- Leon County employed 20 local high school students as Leon Works Junior Apprentices to shadow and train with County staff to prepare for in-demand skilled careers.

### **Contact Us**

(850) 606-5300 www.LeonCountyFL.gov/SpecialProjects

## ADVOCATING FOR LEON COUNTY'S LEGISLATIVE INTERESTS



Demonstrating Highest Standards of Public Service

#### **NACo Achievement Awards**

Staff led a multi-departmental effort to win 13 National Association of Counties (NACo) Achievement Awards in 2017 recognizing the costeffective, high-quality services that Leon County provides to citizens.



Hurricane Hermine listening session

- In collaboration with community partners, hosted five listening sessions following Hurricane Hermine. Through these sessions, staff gathered feedback from over 400 citizens and incorporated key findings in the County's comprehensive After-Action Report.
- Through Community Legislative Dialogue Meetings, Leon County continued to partner with stakeholders throughout the community to identify legislative items of shared significance. Leon County partnered with organizations such as the Florida Association of Counties, Leon County's state and federal legislative delegations, the City of Tallahassee, institutions of higher education, and others to identify these shared issues and to seek opportunities to leverage financial, technical, and human capital to draw attention to the community priorities at the federal, state and local levels.
- Staff prepared, guided and implemented the County's 2017 state and federal legislative priorities to leverage funding for local projects and preempt legislation that threatened local decision-making.
- During the 2017 legislative session, staff produced weekly briefings (the Capitol Update) to keep the Board of County Commissioners and senior staff apprised of legislative developments that would impact the community.

### Did You Know

Leon County Government has received 47 NACo Achievement Awards over the past five years in categories ranging from Community and Economic Development to Parks and Recreation.

Leon County hosted the Community Roundtable Discussion on Federal Funding for Nonprofit Human Services with local and regional nonprofit providers. The discussion addressed proposed programmatic reductions in the federal budget in an effort to continue enhancing collaboration to meet community needs.

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# LEON WORKS EXPO & JUNIOR APPRENTICESHIP PROGRAM





Seven years from now, over 26,000 jobs will be available in the Leon County area that require more than a high school diploma but less than a four-year college degree. To address the need, Leon County Government annually hosts the Leon Works Expo to connect the community, employers, academic institutions, and students.

Building on the success of the Leon Works Expo, the Leon Works Junior Apprenticeship Program is an opportunity for Leon County high school juniors and seniors to prepare for a skilled career. For one semester, students are selected to work in a Leon County department as a Junior Apprentice shadowing and assisting a County staff member in a skilled career field that the



student is interested in pursuing. In May, the first class of nine students successfully completed Junior Apprenticeships in auto maintenance, computer-aided design, web development & IT, graphic design and paralegal service. In addition to gaining valuable work experience, these Junior Apprentices earned an hourly wage and elective credit towards their high school diploma.









Posted 4:30 p.m. on October 17, 2017 2017 LEON COUNTY ANNUAL REPORT 53

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## DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT (DSEM) 4 of 76

#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission & Goal Statements**

**DSEM:** To support the development of a sustainable community and its built environment, while protecting and preserving our natural resources to maintain the quality of life for all citizens and building positive relationships through exceptional customer service.

**Development Services:** Guide and support the development of sustainable communities through the adopted policies of the Comprehensive Plan and development standards of the Land Development Code, while ensuring and promoting the quality of life for all citizens of Leon County.

**Building Plans Review and Inspection:** Ensure that built environments are safe, accessible and energy efficient through compliance with all applicable construction codes, plans review, inspections, the use of automated technologies, and continuing staff development.

**Environmental Services:** Provide high quality technical and scientific permitting and review services to the public and to disseminate environmental information to the public and government agencies in support of environmental protection efforts.

**Permit and Code Services:** Administer, centralize, coordinate, and facilitate licensing code compliance, citizen review boards, and growth and environmental management services to residents, property owners and land development professionals served by DSEM in order to achieve compliance with adopted ordinances and policies.

#### **Contact Us**

(850) 606-1300 www.LeonPermits.org





The DSEM Team

#### **Development Services Division**

- Continued to provide exceptional customer service to the community and ensured that all approved development met or exceeded the minimum development standards. During FY 16-17, Development Services reviewed and approved 26 site and development plan applications, issued 23 concurrency certificates, reviewed and approved 46 minor subdivision applications, issued 126 Permitted Use Verifications, and reviewed 723 applications for land use compliance.
- Drafted an Ordinance to allow medical marijuana dispensaries consistent with the provisions of Senate Bill 8-A which implements the Florida Medical Marijuana Legalization Initiative, known as Amendment 2.
- Worked extensively with the developer of the Bannerman Crossing South development to draft a comprehensive design manual providing architectural, signage and design consistency.
- Reviewed and approved an application for the development of a large memory care facility on the corner of Thornton Road and Mahan Drive, one of the Mahan Corridor Nodes. Also reviewed and presented to the Board an application for a major sand mine operation on Silver Lake Road.

Worked extensively on drafting design standards included in a Chapter 163 Development Agreement for the proposed development of a site located on North Meridian Road. The Agreement also provided the County the opportunity to upgrade stormwater management facilities to help control flooding in the area.

#### **Building Plans Review and Inspection Division**

- Continued to ensure building safety within unincorporated Leon County by performing 18,611 building, electrical, plumbing and mechanical inspections; completed the associated plan reviews and issuing approximately 5,163 building permits.
- Completed the final phase of the digital document management program, Project Dox. This phase expanded the current use of Project Dox to allow the electronic submittal and review all building permit applications.
- Worked with MIS to implement Accela, the County's new software for building permitting and inspection. The new software will enhance the efficiency of building plans review, permitting and inspection, as well as increase citizen access in the process.



DSEM Open House

#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### Strategic Initiatives/Support Highlights

#### Economy

- Developed examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes and accessory dwelling units.
- Revised the Land Development Code to allow medical marijuana dispensing facilities in the same zoning districts as pharmacies, consistent with the Medical Marijuana Legalization Initiative.

#### **Quality of Life**

• Implemented a property registration program for abandoned real property to ensure vacant properties are adequately maintained.

#### Environment

- Continued to update 100-year floodplain data in GIS with site-specific analysis received during the development review process to ensure future development is permitted outside of flood prone areas, and to provide a database to assist property owners and consultants with the design of proposed developments.
- Reviewed a proposed Development Agreement, which incorporated improvements to the stormwater management facilities to assist in the reduction of nuisance flooding on Meridian Road.

#### Governance

- Continued to offer after-hours and weekend building inspections for construction projects. This change assists roofing, HVAC, and other specialty contractors, and also provides homeowners the opportunity to be present during the County's final inspection of their project.
- Developed and implemented multiphase electronic building permit application submittal and plans review processes.
- Revised the Land Development Code to provide more flexibility in the types of parking and loading surfaces allowed inside the Urban Service Area. This flexibility includes the use of low impact design alternatives.

#### **Environmental Services Division**

- Staff drafted Canopy Road Protection Ordinance changes that were adopted by the Board to clarify the Canopy Road Citizens Committee's advisory role in the review process and established more objective criteria in the evaluation of projects impacting the Canopy Road Protection Zone.
- Continued to protect the community's natural features by reviewing and approving 50 Natural Features Inventories, 80 site plans, 24 stormwater management facility (SWMF) operating permits, 806 single-family permits, 186 SWMF operating permit renewals, and 86 environmental management permits. Staff also assisted 1,350 walk-in and telephone clients, and performed more than 7,488 environmental inspections.
- Completed the Capital Circle SW widening project. Staff is working with the Science Advisory Committee to develop recommendations for improving the water quality of Lake Munson.
- The Leon County Petroleum Storage Tank Regulation Program performed over 442 petroleum tank inspections in Leon, Gadsden, and Wakulla Counties during the Florida Department of Environmental Protection's (FDEP) 2016/2017 fiscal year. In July, Leon County accepted inspection responsibility for Jefferson County, as well, as requested by FDEP.

#### Permit & Code Services Division

- Development support through customer service is critical. During the year, more than 10,206 walk-in customers were assisted, over 27,295 phone calls were answered, and over 384 online Citizens Connect Service Requests were addressed. Additionally, 872 contractor licensing customers were assisted by staff.
- Staff responded to 4,402 code compliance calls from citizens, reporting issues such as public nuisances, junk, illegal dumping, or illegally removing trees or filling wetlands, resulting in 1,271 site inspections, and the presentation of 111 cases before the Code Enforcement Board for resolution.
- Implemented the Abandoned Property Registration (APR) Ordinance on March 12, 2013. This Ordinance established a registration program to



www.TLCPermits.org

Did You Know DSEM has a new online permitting portal that can be accessed at www.TLCPermits.org.

protect neighborhoods from becoming blighted through distressed and abandoned properties with mortgages in default. To date, 1,284 properties have been registered.

- Implemented the Compliance Certification Letter (CCL) process on July 7, 2015. The CCL process provides for the recovery of associated costs of research and processing of open code violations, lien research requests and the issuance of a CCL by the Code Compliance Program. To date, 525 CCL's have been issued.
- Implemented the amended Sign Code Ordinance approved to address illegal signs in the right-of-way in the unincorporated County. To date, 1,237 signs have been removed.
- Developed the revised Property Safety and Maintenance Ordinance approved on March 7, 2017. This Ordinance includes the creation of the Nuisance Abatement Board to streamline the process for the abatement of structures.



## OFFICE OF HUMAN SERVICES & COMMUNITY PARTNERSHIPS (HSCP): **HUMAN SERVICES/PRIMARY HEALTHCARE/CHSP**

### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission and Goal Statements**

**HSCP:** To build a stronger, healthier community by providing a safety net of resources, services, and solutions for citizens in need, in partnership with our community.

Human Services: To serve as a safety net to enhance the quality of life for residents by providing resources, access to social services, and short-term financial assistance

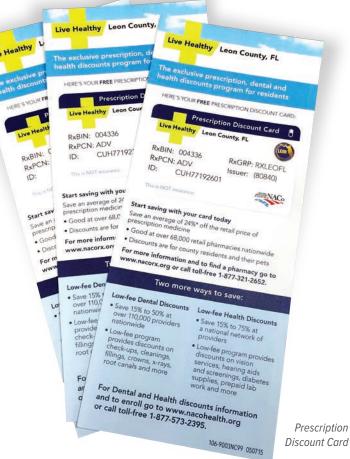
Primary Healthcare: To improve the health of citizens by providing quality and cost-effective health services through collaborative community partnerships.

### Strategic Initiatives/Support Highlights **Quality of Life**

- As mandated by State law, Leon County paid more than \$2.76 million as a Medicaid match for Medicaid patients' hospital stays and for nursing home residents.
- Continued to support, fund and administer the Community Human Service Partnership (CHSP), in partnership with the City of Tallahassee and United Way, by allocating \$1.2 million for human services programs.
- Expanded Primary Healthcare services to included allocated funds for Dental Care services in an effort to reduce the health disparities surrounding oral health and increasing health services care coordination.

## PRESERVING & IMPROVING THE HEALTH & WELFARE OF CITIZENS

- Provided funding to community healthcare partners (collectively "CareNet") ٠ as part of a Countywide effort to offer critical health services to uninsured and low-income residents: Leon County's investment in health services has helped realize a return of \$3.01 for every \$1 of County tax revenue contributed to CareNet.
  - Leon County contributed \$1.3 million to help fund the more » than 11,700 visits for primary care, dental care and mental health services for uninsured and low-income residents at Neighborhood Medical Center, Bond Community Health Center, and Apalachee Center.
  - Leon County provided \$168,826 to the Capital Medical Society Foundation's We Care Network to coordinate donated specialty medical care and dental care for uninsured and low-income residents valued at more than \$1.3 million.
- Leon County builds local and national partnerships to provide eligible residents critical and life-saving prescription drugs at reduced costs:
  - Uninsured residents with limited income have received over 5,070 » prescription medications, valued at more than \$500,000 through the CareNet partnership with FAMU Pharmacy and Neighborhood Medical Center.
  - Leon County residents used Leon County's free Prescription Discount Card, made possible through the County's partnership with the National Association of Counties (NACo), to fill more than 298 prescription medications not covered by insurance.



Discount Card

#### **Contact Us**

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(850) 606-1900 www.LeonCountyFL.gov/HSCP

## OFFICE OF HUMAN SERVICES & COMMUNITY PARTNERSHIPS: HOUSING SERVICES



#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

•

#### **Goal Statement**

To promote safe, sanitary and affordable housing through homeowner education, counseling, and home rehabilitation & replacement in the unincorporated areas of Leon County.

#### Strategic Initiatives/Support Highlights Economy

- Provide administration and marketing for the Leon County Housing Finance Authority First Mortgage and Down Payment Assistance Program. 42 firsttime home buyers purchased their own home in Leon County. The program supplied more than \$5.1 million dollars in first mortgage financing and close to \$312,000 million in down payment assistance was provided.
- Ten Leon County residents were assisted with severe housing repair needs through a new Emergency Housing Repair Program, funded through the Leon County Housing Finance Authority. \$16,653 in total funding was allocated to roof, HVAC, septic, and well repairs.
- Leon County replaced five low-income homes and rehabilitated nine homes.
- Supported the Joint County-City Affordable Housing Work Group's efforts to develop a holistic plan for the redevelopment of a multi-family affordable housing project and identification of additional transitional housing opportunities through community partnerships.

#### **Contact Us**

(850) 606-1900 www.LeonCountyFL.gov/Housing

## HOUSING ASSISTANCE, COUNSELING & SOLUTIONS



- Housing Services ensures that extremely low, very low, low and moderate income level of Leon County residents are provided with safe and sanitary housing, and works to preserve the supply of affordable housing in the County. The division accomplishes these goals through programs that include down payment assistance to first-time home buyers, foreclosure prevention assistance, principal reduction, home rehabilitation, and home replacement.
- Leon County continues its work as an Advisory Agency for the federally funded, Florida Hardest Hit Foreclosure Prevention Program. Leon County homeowners who are unemployed, underemployed, or have reduced income may be eligible for assistance through the Unemployment Mortgage Assistance Program or the Mortgage Loan Reinstatement Program.
- Leon County residents can receive up to \$42,000, providing homeowners the time to find new or sufficient employment, so they may avoid foreclosure, and separately receive up to \$50,000 to lower their overall mortgage debt. These efforts also help mitigate property value loss for all of Leon County.



Spring Home Expo

- Leon County continuously identifies opportunities to participate in federal and state programs beneficial to the community with respect to housing.
  - » Leon County was awarded \$302,517 in disaster funding from State Housing Initiative Partnership (SHIP) following Hurricane Hermine.
  - » Debt counseling and other housing counseling is now available to County citizens via funding received from SHIP.
  - More than 90 Leon County homeowners and prospective homebuyers were educated on how to maintain a home and how to prevent foreclosure during the County's Spring Home Expo. During the Home Expo event, attendees also participated in hands-on demonstrations, learning how to paint, pressure wash and perform minor roof repairs.
  - » 42 first-time home buyers purchased a home in Leon County through the Leon County Housing Finance Authority's Down Payment Assistance Program, funded in conjunction with Escambia Housing Finance Authority.



## OFFICE OF HUMAN SERVICES & COMMUNITY PARTNERSHIPS: VETERAN SERVICES

#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

To assist Veterans and their dependents in accessing federal, state and local benefits earned for their honorable military service. Divisional staff manages all Veterans' activities within Leon County and acts as a single point of contact for outside government and private agencies concerning veteran's issues. The staff also provides outreach services and support to veteran service organizations, non-profit entities, community partners, residents in assisted living facilities and nursing homes.

### Strategic Initiatives/Support Highlights

#### Economy

- Helped veterans and their dependents with processing benefit claims and obtaining other benefits entitled to them through the U.S.
   Department of Veterans Affairs and other federal agencies.
- Continued to fund and administer Leon County's Active Duty Grant Program, to help offset financial obligations for active duty service members and their families.
- Continued to fund and administer Leon County's Veterans Emergency Assistance Program, which provides veterans in need with emergency financial support for expenses such as rent, utilities, temporary shelter and transportation for medical treatment.
- Continued to host the annual Operation Thank You breakfast on Veterans Day in partnership with the American Legion.
- Continued to partner with Career Source Capital Region by referring veterans who require assistance with obtaining employment job search skills.

### **Contact Us**

(850) 606-1940 www.LeonCountyFL.gov/Vets

## **VETERANS HELPING VETERANS**

- Leon County understands that behind every veteran benefits claim is a veteran in need. In FY17, Leon County:
  - » Completed more than 7,600 benefit counseling contacts to veterans and their dependents.
  - Administered the free Bus Pass Program for veterans. The City of Tallahassee/StarMetro implemented a Bus Pass Program to provide free transportation to low income and disabled veterans good for one year. Leon County has processed over 642 applications totaling 38,959 trips on StarMetro fixed route system.
  - » Facilitated claim actions that resulted in Leon County veterans receiving more than \$36 million in veterans benefits.
  - » Managed the Veterans Resource Center where nearly 200 veterans accessed resources to assist them with employments needs.
  - Sent "welcome" letters to all separating veterans who designated Tallahassee as their home of record or as the place they will be relocating to after separation. These letters provide a wealth of information on services provided by Leon County's Veteran Services and other community resources dedicated for veterans.
  - » Provided veteran benefits presentations for "Senior Days" at all senior center events throughout Leon County.
  - » Maintained strong relationships with community partners by attending United Vets monthly coordinating meetings.
- To honor and recognize the service of Leon County Veterans, Leon County partnered with the American Legion Sauls-Bridges Post 13 to host the 2016 Operation Thank You breakfast. Over 500 citizens and veterans attended the event.
- Achieved an average of 85% success rate for pension claims, which assists war time disabled and elderly veterans and their survivors.



Honor Flight 2017





- Assisted homeless veterans through intervention by removing barriers to housing, transportation, employment, and access to community treatment programs.
- Administered and approved funding for the Veterans Emergency Assistance Program, which provides emergency financial assistance to help qualifying veterans meet critical, basic needs such as, rent, mortgage, and utilities. The County distributed more than \$70,000 to veterans through this program in FY16-17.
- Partnered with Honor Flight Tallahassee, which transported 80 World War II, . Korean War, and Vietnam War Veterans and support personnel to Washington, D.C. to visit memorials dedicated to honor their service and sacrifice. An Honor Flight trip is provided at no cost to the veterans, and entirely funded







Memorial Day

by local fundraisers and community support. Leon County contributed Emergency Medical Services support and \$15,000 to help offset the costs of this event.

- Continued to support the North Florida Veteran Stand Down. Leon County contributed staff and \$10,000. Leon County Veteran Services processed claims and provided benefits classes to homeless veterans during the threeday event.
- Continued to provide support in planning and coordinating the Leon County Veteran's Day Parade. Each year the County partners with Veterans Events Tallahassee, Inc, hosting this event. According to Vet Events Tally, 27,000 spectators attended the parade.

Leon County Government is dedicated to serving veterans. In 2016, Leon County served more than 3,500 veterans and dependents with faceto-face consultations. For his or her service, a veteran has earned many benefits. But sometimes, the application process can be complicated. Leon County staff works to help veterans and their spouses process medical claims, retirement benefits, and even to receive assistance for certain approved emergency needs like heating and cooling.

But being a one-stop shop for local veterans is not the whole story of what Leon County does. In 2017, Leon County engaged the community on veteran events such as Honor Flight, Operation Thank You, and the

Veterans Day Parade. Leon County supported Honor Flight Tallahassee, a program that flies World War II veterans – at no cost – to Washington D.C. to visit memorials dedicated to their service. Leon County Emergency Medical Services staff and others served as chaperones on the day-long trip. For some of the attendees, that day was their first chance to see the



memorials honoring their service. Leon County also honored veterans at home. In its continuous and long tradition of supporting local veterans, Leon County has partnered with American Legion Sauls-Bridges Post 13 to host Operation Thank You Veterans Day Breakfast. Each veteran in attendance received an Operation Thank You Commemorative Challenge Coin and Leon County Proclamation.

Did You Know According U.S. Department of Veteran Affairs, 19,000 veterans call Leon County home.



#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

To empower citizens to answer local needs through volunteerism and community engagement.

#### Strategic Initiatives/Support Highlights

#### Governance

- As a part of Leon County's Summer Youth Training Program, 64 students were introduced to the world of volunteerism and civic engagement in 2017. Each student participated in meaningful service projects and opportunities to learn more about how decisions are made in local government. Feedback from students was overwhelmingly positive; many students reported that they now have a better understanding of how policies and programs are developed, and more importantly, how necessary it is for young citizens to use their voices, skill and talents to contribute to the community.
- As the County's Emergency Support Function coordinating volunteers and donations, Volunteer Services supported Leon County's Emergency Operation Center during critical activations.

## **RESPONSIVE VOLUNTEERISM & COMMUNITY ENGAGEMENT**

- Leon County continued to leverage the vast talents and resources of the community's residents for the benefit of a diverse group of organizations and individuals.
- Through internships and volunteer service, more than 5,000 citizens volunteered in Leon County government programs and special events and contributed more than 100,000 hours of service.
- Volunteer Services Internship Program connects students to meaningful resume-building internships. The success of this hands-on learning program has generated more interest than available positions. Evaluations of the internship program by participating students and County department supervisors indicated satisfaction rates greater than 95 percent.
- Leon County fills a leadership role in the activities of Community Organizations Active in Disaster (COAD), an association of non-profits and government agencies that participate in all phases of disaster response and recovery.
- During Hurricane Hermine, 35 Leon County citizens volunteered in the Citizen Information Line that received 1,800 calls over the course of 111 hours.
- Hosted the 9/11 Day of Service to transform the Oak Ridge neighborhood to honor 9/11 and the spirit of community and togetherness that followed the tragic attacks.



**Did You Know** Leon County's Volunteer Services offers an online portal, Get Connected, for local nonprofit and government agencies to hose

nonprofit and government agencies to host their volunteer opportunities.



Hurricane Hermine Response Volunteers



Summer Youth Civic Engagement

#### **Contact Us**

60

(850) 606-1970 www.VolunteerLEON.org

## SERVING OUR COMMUNITY



LEON



## HUMAN RESOURCES

### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To provide professional, reliable and innovative programs and consultative services to attract, train and retain a high-performing and diverse workforce, within a healthy and supportive work-life balanced environment, while insuring compliance with federal, state and local employment regulations.

### Strategic Initiatives/Support Highlights

#### Governance

- Expanded electronic Human Resources business processes including applicant tracking, electronic timesheets and employee self-service.
- Automated the Open Enrollment Process, which increased the efficiency of the process by allowing employees to manage their respective benefits through an electronic process.
- Negotiated a reduction in cost for the Dental Insurance Program provider while maintaining the integrity of the level of service.
- Continued to operate the Value-Based Design Program that offers incentives in the form of reduced health insurance costs for employees participating in County Wellness Programs.
- Conducted the Wellness program, Live Well Leon, which promotes healthy employee lifestyles and a healthier workplace. Through these efforts, more than 2982 participants partook in the Leon County sponsored activities.
- Continued to train all county employees through the Customer Experience Training program, which provides them with the necessary tools to perform to their top ability and contribute the WOW! in customer service.

#### **Contact Us**

(850) 606-2400 www.LeonCountyFL.gov/HR

## ATTRACTING, TRAINING & RETAINING A QUALITY WORKFORCE



*I² Employee Recognition Ceremony* 

- Leon County's proposed living wage establishes a minimum wage of \$12 per hour. The living wage will increase the hourly salary of 99 County employees and no new County employee will be hired for less than \$12 per hour.
- Leon County voted to provide paid parental leave to County employees. Both men and women County employees will be eligible to receive six weeks of paid leave to care for and bond with a newborn or newly-adopted child as an employee benefit.
- Encouraged employees to engage in healthy behaviors, which promotes a healthier workplace and reduces employer costs. Human Resources held the combined 2016 Benefit/Well-Being Fair in partnership with over 68 participating community and business vendors. Over 600 Leon County Government employees attended.
- Throughout the year, Live Well Leon also:
  - » Sponsored numerous and varied activities throughout the year, with
     2982 unique participants taking advantage of the activities.
  - » Continued to partner with Tallahassee Memorial Hospital's Diabetes Center and Weight Watchers for onsite programs.

- » Partnered with My 4 Rules to offer a pilot program consisting of six one-on-one diabetes/pre-diabetes and nutrition sessions.
- » Offered over 100 group fitness exercise classes to its employees in FY 16/17, with new participants engaging every month.
- Continued to create and participate in activities that not only enhance their employees Physical Well-Being, but their Community and Social Well-Being as well, such as the Heartwalk, Corporate Cup Challenge, Kickball League and Souper Bowl.
- » Helped 1,013 employees receive the Leon County incentive for participating in the Well-Being program.
- Reflecting Leon County's focus on workplace safety, Leon County developed its Domestic Violence, Sexual Violence, and Stalking in the Workplace policy and employee handbook.
- Provided Human Trafficking Awareness training to front line staff to recognize and report signs of human trafficking within our community
- Implemented the Banner financial system's Self-Service Module to efficiently provide employees with online access to their personnel information.
- Continued to expand electronic business processes, including the electronic timesheet system which automates the time entry for staff, thereby increasing efficiencies and accuracy.
- Continued the County's Employee Recognition Program, to better reinforce the commitment to innovation, efficiencies, and core practices. Recognized nearly \$1 million in recurring savings from employee recommendations at the inaugural Employee Awards and Recognition event.
- Expanded recruitment efforts to include social media platforms to attract more qualified applicants.

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#### **Mission Statement**

To provide reliable and effective technology and telecommunications solutions and services to County agencies to enable them to fulfill their missions in serving the citizens of Leon County.

### Strategic Initiatives/Support Highlights Quality of Life

- Continued technology infrastructure support of the Public Safety Complex and Library System for telephone, audio/visual needs, and data connectivity.
- Continued support for the Courts, Sheriff and law enforcement: Justice Information, Jail Management, Warrants, and the North Florida Pawn Network and continued the deployment of e-filings and paperless courts.

#### Governance

- Supported approximately 682 servers, 2,334 desktop and 394 laptop computers, 154 tablets, 273 printers, 471 smart phones, 498 network devices, and an on-site computer training facility.
- Completed full consolidation of County phones into a single enterprise system with the addition of the Clerk's Office, bringing the number of total extensions to 4,406.
- Provided the wiring, phones and networking for the consolidated Supervisor's of Election's Office at the Voter Operations Center.

#### Environment

• Contributed to the Community Rating System for flood insurance with updated analysis and mapping products, which dropped affected citizens' insurance rates.

#### Economy

• Launched the Permits Portal to provide easy access to permitting information, mapping, and building trends.

#### **Contact Us**

(850) 606-5500 www.LeonCountyFL.gov/MIS

## MAINTAINING EFFICIENT & COST-EFFECTIVE INFORMATION TECHNOLOGY



MIS/GIS Team

- Provided essential public safety infrastructure and services which ensure the safety of the entire community including:
  - Providing telecommunications, audio/visual, and network infrastructure, and a shared data center for the PSC. Adding digital signage for the tenant offices for enhanced communications.
  - » Upgrading Emergency Medical Services field devices.
  - » Participating in a justice community team to design and implement the Court's e-filing solution and paperless courts.
- Improved internal processes to maximize resources and to enhance services by:
  - » Expanding the point of sale (POS) system for the Office of Intervention and Detention Alternatives (IDA) to accept credit cards in the collection of fees at their consolidated Appleyard Drive office.
  - » Helping deploy automation within Human Resources for electronic recruitment and workflow automation for managers to streamline the hiring process.
  - » Deploying Purchasing with online purchase requisitions and purchase orders which eliminate a large amount of paper processing.

- » Deploying smart phones and new field devices to Building Inspectors with a new app for inspection scheduling and updates.
- » Converting the purchase order process to electronic forms.
- Exercised responsible stewardship of the community's resources by:
- » Continuing to maintain a robust infrastructure to support over 2,000 users and nearly 8,000 devices at 74 sites.
- Providing server and data center resources in the shared compute infrastructure for the Offices of the Property Appraiser, the Tax Collector, and the Supervisor of Election Office which avoided costs for servers and added data center space.
- Instituting encryption of the internal network and many layers of protection from spam, viruses, and malware. Tools for monitoring patches and vulnerabilities have been installed.
- » Continuing to maximize the virtualized environment with over 600 servers and storage environment of over 120 TB to provide for the ongoing needs of our customers.
- » Augmenting technology services with cloud computing as incorporated in areas such as the Library's work order management system, the reservation system, IDA's POS, as well as many IT services for MIS.
- Provided online services to maintain peak efficiency and accessibility including:
  - Supporting Leon County's website and Intranet, with online services such as Citizens Connect and Your Checkbook, and Tallahassee-Leon County's GIS website with mobile responsiveness for smart devices.
  - » Enhancing the Citizen Connect App to include emergency notifications and to integrate with the Emergency Information Portal.
  - » Continuing provision of televised/online Board meetings in partnership with Comcast.
  - » Installed WiFi coverage to Community Centers at Bradfordville and Chaires.

### Posted 4:30 p.m. on October 17, 2017

## STRATEGIC INITIATIVES: COMMUNITY & MEDIA RELATIONS

### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To proactively facilitate the accurate, effective, timely, and consistent flow of public information to internal and external parties of interest, provide community outreach, and serve as the County's liaison with its media partners.

### Strategic Initiatives/Support Highlights

#### Governance

- Alongside community partners, engage citizens on issues that matter most to them through the Citizen Engagement Series and Club of Honest Citizens.
- Continued to operate and update the website
   LeonPhotos.org to easily and efficiently provide
   public access to high-resolution photos from
   County events.
- Improved equipment infrastructure to expand coverage of Board meetings and County events, on CenturyLink Channel 16 and Comcast Channel 16 and through the County's website. Such improvements keep citizens better informed and to enhance transparency and public access.
- Continued public education and community outreach for Citizen Engagement Series.

#### **Contact Us**

(850) 606-5300 www.LeonCountyFL.gov/CMR

## EDUCATION, INFORMATION & COMMUNITY OUTREACH

- Community and Media Relations (CMR) continued to enhance the community's access to Leon County Government, and to promote transparency and accountability.
  - » Exceeded benchmarks for the marketing campaign of the Citizen Engagement Series, which fosters an informed and engaged citizenry.
  - » Continued to work with County staff to accurately respond to public records requests in a timely manner.
  - » Issued approximately 150 news advisories, releases, and notices detailing County activities; facilitated approximately 55 press conferences, community meetings, and events.
  - » Actively worked with media partners, including print, television, radio and online sources to provide accurate and timely information.
  - » Facilitated over 50 events, including: Mobile App Press Conference, Greenway Day, 9/11 Day of Service and Remembrance, Press the Chest, and more.
- CMR worked with MIS/GIS to re-design the Leon County Citizens Connect mobile app. The app now features push notifications for critical emergency alerts.
- In partnership with the Council of Neighborhood Associations (CONA), Leon County helped promote the 2017 Annual Neighborhood Awards Reception. The awards recognized neighborhood and neighbors of the year through seven respective categories.



### Did You Know

• You can easily access high-resolution photos from County events at www.LeonPhotos.org.

• Leon County is active on Facebook, Twitter, Instagram, YouTube, Pinterest and LinkedIn.



*Citizens Connect mobile app press conference* 

- In 2017, Leon County increased the number of subscribers by 5,300 via the County's digital media subscription service, GovDelivery, which provides subscribers with free, up-to-the-minute news at their fingertips.
- Leon County prepared and distributed printed and digital materials on behalf of the County and its departments and divisions.
- In addition to Leon County's Facebook, Twitter, Instagram and LinkedIn, CMR launched a Leon County Pinterest account.
- With the goal of disseminating timely information, CMR continued to maintain informational updates for the County's award-winning Emergency Information Portal (EIP) website. The Portal provides links to resources for preparation, response and recovery information, such as the status of available shelters, sandbag locations and road closures.
- Designed the 2017 Disaster Survival Guide, featuring preparedness checklists, hazard information, nonprofit community partners, and public information resources.

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## OFFICE OF INTERVENTION AND DETENTION ALTERNATIVES: PROBATION, SUPERVISED PRETRIAL RELEASE & DRUG/ALCOHOL TESTING



#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

#### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Mission Statement**

To provide information to the Courts which support judicial custody release decisions, and provide alternatives to incarceration to persons accused of crimes and offenders, improve their ability to live lawfully and productively in the community, enhance the overall administration of justice, and support community safety and well-being.

### Strategic Initiatives/Support Highlights

- Economy
- Enhanced services through partnerships with community agencies to provide training opportunities for employability and life skills.
- Increasing the utilization of technology through the implementation of credit/debit card payment options for court-ordered services, videoconferencing for supervision appointments with low risk offenders, and providing updates on services through the Office of Intervention and Detention Alternatives website.

#### **Quality of Life**

- Administered more than 15,319 alcohol tests and 11,047 drug tests for court-ordered County probationers and defendants released while awaiting trial.
- Offenders sentenced to the Community Service and Work Programs provided 5,827 days of in-kind labor for roadway, greenway, park and facilities maintenance, as well as general public services, valued at \$471,342.



Leon County Courtroom

**COURT SERVICES, CASE MANAGEMENT & COMMUNITY SERVICE** 

- Leon County, through the Office of Intervention and Detention Alternatives (IDA), supports the safety of the entire community, and assists IDA's clients to become productive and responsible citizens.
  - » Maintained an average monthly caseload of 1,495 County probationers and Supervised Pretrial Release defendants.
  - » Recovered more than \$50,000 from probationers for crime victims through court-ordered restitution.
  - Performed more than 7,750 criminal history reviews and demographic assessments on new arrestees to assist the court in making release decisions.
  - » Administered more than 26,360 court-ordered drug and alcohol tests, and collected more than \$214,390 for testing services.

- Public safety is a critical responsibility of County government. In cooperation with the Leon County Public Safety Coordinating Council, comprised of the State Attorney, Public Defender, Courts, Leon County Sheriff, Tallahassee Police, and Leon County's Office of Intervention and Detention Alternatives, Leon County continues to implement initiatives that serve to manage the jail population and reduce recidivism.
  - » Office of Intervention and Detention Alternatives participated in the inaugural Driver's License Clinic in conjunction with 2nd Judicial Circuit criminal justice and state agencies. This event assisted citizens in regaining their driving privileges, which enhances their ability for employment and reduces the risk of encounters with law enforcement and the criminal justice system.
  - In partnership with Court Administration, staff participated in risk assessment training to assist in identifying and addressing the criminogenic needs of offenders in specialized Mental Health and Veterans problem solving courts in an effort to reduce recidivism.
  - » Leon County participated in court hearings held during the fifth annual Veterans Stand Down event by providing pretrial and probation services for homeless veterans.

### Did You Know

Intervention and Detention Alternatives works closely with Keiser University Criminal Justice Advisory Board and the Domestic Violence Coordinating Council among others.



## OFFICE OF FINANCIAL STEWARDSHIP: OFFICE OF MANAGEMENT & BUDGET (OMB)

### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

### **Mission and Goal Statement**

Office of Financial Stewardship: The mission of the Leon County Office of Financial Stewardship is to provide sound financial management, ethical procurement services and asset control to the Board of County Commissioners, County Administrator, and Board departments, offices and divisions, while minimizing long-term costs associated with accidental losses, in order to support effective decision making and ensure responsible stewardship of County resources.

Office of Management & Budget: The goal of the Office of Management & Budget is to continuously enhance the quality of County services by optimizing the use of County financial resources through the effective provision of planning, policy analysis, budget development, budget implementation and program evaluation services to benefit citizens, elected officials and staff.

#### Strategic Initiatives/Support Highlights

#### Governance

- Leon County demonstrated its commitment to responsible stewardship with the development of the FY 2017/2018 budget. The budget is balanced without increasing the current 8.3144 millage rate. The total estimated ad valorem collections for FY2018 will increase by \$5.75 million from FY 2017.
- Business plans were revised as part of the Leon LEADS Strategic Planning process transitioning to a five-year planning cycle that spans from FY 2017 through FY 2021. The Business Plan is a road map and a broad plan of action for accomplishing the Board's strategic priorities, and serves as a gauge to assist the department in measuring outcomes of the plan.

## **RESPONSIBLE PLANNING & MGMT. OF THE COMMUNITY'S FINANCIAL RESOURCES**

- Even in a slowly recovering economy, Fitch continued to provide Leon County with a General Obligation Bond rating of "AA+" and a stable outlook. According to the international rating agency Fitch, "The County's financial profile is characterized by prudent, forward-looking budgeting, high reserve levels, and strong liquidity..."
- Leon County provides two semi-annual reports to the Board of County Commissioners documenting and analyzing the financial position of the County.
- Leon County has the second-lowest net budget (\$788) per countywide resident among like-sized counties and has one of the lowest net budgets per county resident in Florida, with only six other counties having lower net budgets. Additionally, Leon County has six employees per 1,000 residents and ranks fifth lowest in employees per capita among all 67 counties.
- As an ongoing commitment to remain fiscal stewards of public dollars, the Office of Management and Budget routinely conducts comprehensive management reviews of County operations and organizations it funds to ensure the upmost effective and efficient operations of these entities.
- In 2017, the Cross Departmental Action Teams (CDAT) convened to identify
  potential areas for cost savings and process and efficiency improvements.
  For FY 2018, CDAT sessions identified cost savings in the amount of \$1.14
  million.
- The Let's Balance! Budget simulation game, developed by the Leon County Office of Management and Budget, is an innovative learning tool. The game is used at events like the Summer Youth Program and Youth Leadership Tallahassee program, Leadership Tallahassee, and the Florida Association of Counties New Commissioner Training Program.

County Budget for Fiscal Year	2016/2017	2017/2018
Budget	\$246,129,886	\$253,723,600
Countywide Millage Rate	8.3144	8.3144
Emergency Medical Services	0.5000	0.5000
Total Millage Rate	8.8144	8.8144
Budgeted Property Taxes	\$117,437,048	\$123,186,487



Let's Balance! budget simulation game

### Demonstrating Highest Standards of Public Service

Leon County received the Government Finance Officers Association (GFOA) Award for the 27th consecutive year.



#### **Contact Us**

(850) 606-5100 www.LeonCountyFL.gov/OFS

## OFFICE OF FINANCIAL STEWARDSHIP: PURCHASING AND RISK MANAGEMENT



#### ALIGNING BOARD PRIORITIES WITH OPTIMIZED RESOURCES

### PEOPLE FOCUSED. PERFORMANCE DRIVEN.

#### **Goal Statement**

**Purchasing:** To provide timely and professional procurement services to secure requested supplies, services and commodities at a specified level of quality and at the lowest possible cost through open and fair competition.

**Risk Management:** To establish, to the fullest extent possible, a safe work and service environment in which employees, as well as members of the general public, can enjoy safety and security in the course of their daily pursuits.

### Strategic Initiatives/Support Highlights Governance

- Continued to expand the use of electronic documents, including the implementation of electronic purchase orders. This allows vendors, staff, and other interested parties to obtain copies of purchasing and solicitation documents in a more efficient and cost-effective manner, while promoting sustainability by reducing the use of paper.
- Risk Management endeavors to protect the County against the financial consequences of accidental losses that are catastrophic in nature and to preserve County assets and public service capabilities from destruction or depletion.

#### **Contact Us**

(850) 606-1600 (Purchasing) (850) 606-5120 (Risk Management) www.LeonCountyFL.gov/OFS

## PROCURING AND MANAGING RESOURCES AND SERVICES, AND MANAGING RISK

- Purchasing implemented electronic purchase orders that are emailed to the vendors and the requesters. This reduces postage and paper costs while promoting sustainability by reducing the use of paper.
- Purchasing continues to serve citizens faster and more easily with an online procurement system called Procurement Connect. This system provides vendors instant access to many different services and processes such as, instant access to bids, requests for proposal, invitations to negotiate, and various other solicitation documents.
- Purchasing continues to provide value-added service to County staff through ongoing procurement customer service and support with policy interpretation, purchase orders, change orders, quotes, informal bids, contract preparation and other assistance. Purchasing also provides sales and customer support to County staff through ordering, stocking and issuance of operational consumable products valued at over \$60 million during the fiscal year through more than 2,200 requisitions.
- Leon County maintains the proper control records of all tangible personal property. In order to account for all property, Purchasing conducts an annual inventory. This past year, the inventory consisted of assets valued over \$55 million.
- In order to maximize investment in property, Leon County utilizes online auction services and on-site surplus sales to dispose of obsolete equipment that is no longer used by departments. This past year, Purchasing conducted both on-site and online surplus sales/auctions resulting in a return of almost \$250,000.
- As responsible stewards of the community's financial resources, Purchasing mitigates risk to the County through utilization of bonding practices for vendor bids, vendor performance, supplier and subcontractor payment, and requires appropriate vendor insurance coverage.
- In order to ensure that Leon County continues to maintain a safe working environment for its employees, Risk Management Coordinated 10 safety sessions and conducted monthly site visits.



Traffic Maintenance Training

- » Conducted annual drivers license checks on all authorized drivers and coordinated random drug and alcohol testing.
- » Reviewed in excess of 475 criminal background checks on individuals wishing to volunteer.
- » Recovered in excess of \$15,000 in damaged County property by pursuing third-party insurers.
- » Engaged citizens and employees alike by being hands-on and having a personal presence. Risk Management maintains high visibility in the workforce, which assists in keeping risk management/safety forefront in employees' minds and actions.



## LIVING OUR "PEOPLE FOCUSED, PERFORMANCE DRIVEN" CULTURE



County Administration Alan Rosenzweig Deputy County Administrator (850) 606-5300 RosenzweigA@LeonCountyFL.gov



County Administration Mathieu Cavell Assistant to the County Administrator (850) 606-5300 CaveIIM@LeonCountyFL.gov



Emergency Management **Kevin Peters** Director (850) 606-3700 PetersK@LeonCountyFL.gov



Department of P.L.A.C.E. Planning Cherie Bryant Planning Director (850) 891-6400 Cherie.Bryant@Talgov.com



Fleet Management John Pompey Division Director (850) 606-2000 PompeyJ@LeonCountyFL.gov



County Administration Ken Morris Assistant County Administrator (850) 606-5300 MorrisK@LeonCountyFL.gov

Chief

Tourism

Director

(850) 606-2100

Kerri Post

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Blueprint 2000

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Operations

**Brent Pell** 

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Division Director

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Department of P.L.A.C.E.

**Charles Hargraves** 

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Blueprint 2000 Manager



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LeRoy Collins Leon County Public Library System Cav Hohmeister Director (850) 606-2665 HohmeisterC@LeonCountyFL.gov

County Administration

(850) 606-5300

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County Administration **Andrew Johnson** Assistant to the County Administrator (850) 606-5300 JohnsonAn@LeonCountyFL.gov



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Office of Economic Vitality **Al Latimer** Director (850) 219-1060 ALatimer@OEVForBusiness.org



**Engineering Services** Charles Wu Division Director (850) 606-1500 WuC@LeonCountyFL.gov



Leigh Davis Division Director (850) 606-1470 DavisLe@LeonCountyFL.gov

## A CORE PRACTICE OF LEON COUNTY GOVERNMENT





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DSEM **Barry Wilcox** Chief Development Resources Officer (850) 606-1332

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Teasha Williams

**Emma Smith** 

Division Director

Volunteer Services

Division Director

Jeri Bush

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& anoiscations

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Database Manager

(850) 606-1300

DSEM



DSEM Environmental Services John Kraynak Division Director (850) 606-1300 KraynakJ@LeonCountyFL.gov



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MIS **Michelle Taylor** Information Telecommunications & Technology Manager (850) 606-5500 TaylorM@LeonCountyFL.gov



Office of Intervention & Detention Alternatives Teresa Broxton Director (850) 606-5600

BroxtonT@LeonCountyFL.gov



WilliamsT@LeonCountyFL.gov Office of Financial Stewardship Scott Ross Director (850) 606-5100 RossS@LeonCountyFL.gov

MIS



Office of Human Services & Community Partnerships Shington Lamy Director (850) 606-1900 LamyS@LeonCountyFL.gov

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Development Services

Division Director

(850) 606-1300

**Ryan Culpepper** 

CulpepperR@LeonCountyFL.gov



### Human Resources Candice M. Wilson Director (850) 606-2400 WilsonCa@LeonCountyFL.gov





GIS Scott Weisman Coordinator (850) 606-5500 WeismanS@LeonCountyFL.gov



**Shelly Kelley** Division Director (850) 606-1600 KelleyS@LeonCountyFL.gov



DSEM Building Review & Inspection Jud Allen Division Director



Housing Services **Edny Thomas** Division Director (850) 606-1900 ThomasEd@LeonCountyFL.gov



MIS/GIS Pat Curtis Director (850) 606-5500 CurtisP@LeonCountyFL.gov



Community & Media Relations **Britney Smith** Manager (850) 606-5300 SmithBr@LeonCountyFL.gov



**Risk Management** Karen Melton Risk Manager (850) 606-5100 MeltonK@LeonCountyFL.gov

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## **CITIZEN COMMITTEES**

#### **ADVISORY COMMITTEE ON QUALITY GROWTH**

Provides a continuous source of community input and technical resources from industry professionals and community stakeholders that offer proactive input and feedback for development review and approval service enhancements.

#### AFFORDABLE HOUSING ADVISORY COMMITTEE

Reviews the established policies and procedures, ordinances, land development regulations, and adopted comprehensive plan, and recommends specific actions or initiatives to encourage or facilitate affordable housing.

#### **ANIMAL SHELTER ADVISORY BOARD**

Supports the Tallahassee-Leon Community Animal Services Center (Animal Shelter) by serving as community liaisons, and assisting with developing policies, programs and long range planning.

#### **ARCHITECTURAL REVIEW BOARD**

Reviews and makes recommendations on listing of properties on the Local Register of Historic Places and reviews changes to the exterior of properties zoned with Historic Preservation Overlay (HPO).

#### AUDIT ADVISORY COMMITTEE

Adopts an annual plan of work for the Auditor and oversees the work of the Auditor. Promotes, maintains, and enhances the independence and objectivity of the internal audit function by ensuring broad audit coverage, adequate consideration of audit reports, and appropriate action on recommendations.

#### **BIG BEND HEALTH COUNCIL, INC.**

Determines the health needs and resources of the 14-county service district to develop a District Health Plan. Provides for local representation in planning and evaluating health needs of the County.

#### **BOARD OF ADJUSTMENT AND APPEALS**

Responsible for hearing and deciding on appeals of interpretations made by the administrative officers as to the applicability of provisions in the Land Development Code (LDC) as well as for requests for a variation of development standards in the LDC.

#### **CANOPY ROADS CITIZENS COMMITTEE**

Assists in coordinating efforts to protect and maintain canopy roads through the development of a long range canopy road management plan, provides feedback and makes recommendations regarding the preservation of canopy roads to the City and County Commissions.

#### CAPITAL REGION TRANSPORTATION PLANNING AGENCY CITIZENS MULTI-MODAL ADVISORY COMMITTEE

Makes recommendations to the Capital Region Transportation Planning Agency Board regarding the development of an efficient, safe, and cost-effective transportation system that considers the needs of users of all modes of transportation, including bicycle, pedestrian and transit.

#### **CAREERSOURCE CAPITAL REGION BOARD**

Develops the Region's strategic workforce development plan; identifies occupations in demand in the area; solicits input and participation from local business community for the provision of services; and provides policy guidance and program procedures to connect employers with qualified skilled job talent offering employment and career development opportunities.

#### **CODE ENFORCEMENT BOARD**

Conducts hearings to enforce County laws on cases involving violations of environmental management, zoning and land use, building code, and control of junk accumulation and imposes fines and penalties with the goal of obtaining code compliance.

### COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN'S TASK FORCE

Provides input on the development and implementation of the County's Small Cities Community Development Block Grant Program.

#### **CONTRACTORS LICENSING AND EXAMINATION BOARD**

Accepts and approves applications; administers examinations for contractor's licenses; issues contractor's licenses; conducts hearings and disciplines contractors for violations.

#### **COUNCIL ON CULTURE & ARTS**

Stimulates greater awareness and appreciation of the importance of the arts by encouraging and facilitating greater, more efficient use of governmental and private resources for the development and support of the arts.

#### HOUSING FINANCE AUTHORITY OF LEON COUNTY

Encourages investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing and the provision of low-cost loans to purchase affordable housing.

#### HUMAN SERVICES GRANTS REVIEW COMMITTEE

Annually considers human service funding requests for Community Human Service Partnership funding submitted by local human services organizations and makes recommendations to the Board on the distribution of human services dollars.

#### INVESTMENT OVERSIGHT COMMITTEE

Reviews, reports, and recommends changes in investment practices of Leon County; reviews the County's portfolio activity for compliance with the investment plan; reviews investment policies and makes recommendations to the Board for amendments.

#### JOINT CITY/COUNTY BICYCLING WORKGROUP

Provides input to the Tallahassee-Leon County Planning Department staff regarding cycling-related projects, improvements, events, and ordinances that are considered to be of community interest.

### JOINT CITY / COUNTY / SCHOOL BOARD – SCHOOL COORDINATING COMMITTEE

Fosters the coordination of comprehensive planning and school facilities planning programs by addressing relevant issues.

#### LEON COUNTY EDUCATIONAL FACILITIES AUTHORITY

Assists institutions for higher education in the construction, financing, and refinancing of projects, as set forth in Florida Statutes.

#### LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

Serves as the governing board for Innovation Park. The Board is comprised of prominent business and community leaders that work together to guide the growth and development of the Park.

#### LIBRARY ADVISORY BOARD

Serves as a forum for community input concerning the County's library programs and activities.

#### PLANNING COMMISSION

Designated as the Local Planning Agency that reviews amendments to the Comprehensive Plan for area-wide planning within Leon County.

#### SCIENCE ADVISORY COMMITTEE

Evaluates and reports on scientific evidence and makes recommendations concerning policies and programs that pertain to environmental issues in order to safeguard natural resources and public health and safety.

### TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN & GIRLS

Provides input and recommendations on approaches to address issues affecting the women and girls in Tallahassee-Leon County. Promotes awareness on issues including: discrimination, employment, education, social services, health, economic security, access to justice, freedom from violence and more.

## FOR MORE INFORMATION

Citizen participation is important in developing Leon County's programs / policies and in providing quality services to the community. For more detailed information or to join one of the committees, visit our website: www.LeonCountyFL.gov/Committees or call the Agenda Coordinator at: (850) 606-5300.

## TALLAHASSEE-LEON COUNTY MINORITY, WOMEN & SMALL BUSINESS ENTERPRISE CITIZENS ADVISORY COMMITTEE

Monitors the progress of the MWSBE Program toward achieving program performance goals. Provides input on MWSBE policy alternatives as well as providing programmatic recommendations relative to seeking resolution of disputes regarding Certification and Good Faith Effort.

#### TALLAHASSEE SPORTS COUNCIL

Provides a fact-finding source of community input and technical resources used in developing recommendations regarding sports tourism to be considered by the Tourist Development Council.

#### **TOURIST DEVELOPMENT COUNCIL**

Makes recommendations for operation of special projects or for uses of the tourist development tax revenue, and reviews expenditures of revenue from tourist development trust fund.

#### VALUE ADJUSTMENT BOARD

Settles disputes between taxpayers and the Property Appraiser relating to denials of exemptions, classifications and market values.

#### WATER RESOURCES COMMITTEE

Makes recommendations on policies, regulations and management activities to protect and enhance County water resources while considering the various impacts to these resources from accelerated runoff including flooding, and surface and groundwater degradation.

## **QUICK REFERENCE**



#### **BOARD OF COUNTY COMMISSIONERS** (850) 606-5300

www.LeonCountyFL.gov/BCC

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TEAR HERE

**Bill Proctor. District 1 Commissioner** (850) 606-5361 ProctorB@LeonCountvFL.gov

Jimbo Jackson, District 2 Commissioner (850) 606-5362 JacksonJ@LeonCountvFL.gov

John Dailey, District 3 Commissioner (850) 606-5363 DaileyJ@LeonCountyFL.gov

**Bryan Desloge, District 4 Commissioner** (850) 606-5364 DeslogeB@LeonCountyFL.gov

Kristin Dozier. District 5 Commissioner (850) 606-5365 DozierK@LeonCountvFL.gov

Nick Maddox, At-Large Commissioner (850) 606-5367 MaddoxN@LeonCountyFL.gov

Mary Ann Lindley, At-Large Commissioner (850) 606-5369 LindleyM@LeonCountyFL.gov

**COUNTY ADMINISTRATOR** (850) 606-5300 www.LeonCountyFL.gov

**COUNTY ATTORNEY** (850) 606-2500 www.LeonCountyFL.gov/LCAO

ANIMAL CONTROL (850) 606-5400 www.LeonCountyFL.gov/Animal

**COMMUNITY & MEDIA RELATIONS** (850) 606-5300 www.LeonCountyFL.gov/CMR

**COOPERATIVE EXTENSION SERVICE** (850) 606-5200 Leon.IFAS.UFL.edu

Aariculture (850) 606-5200 Family/Consumer Sciences

(850) 606-5203

**4-H** (850) 606-5204

Horticulture/Forestry (850) 606-5202

**DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT** (850) 606-1300

www.LeonPermits.org

**Building Inspection** (850) 606-1300

Inspection Hot Line (IVRS) (850) 891-1800

Code Enforcement (850) 606-1300

**Concurrency Management** (850) 606-1300

**Environmental Permitting** (850) 606-1300

**EMERGENCY MANAGEMENT** (850) 606-3700 www.LeonCountyFL.gov/EM

**EMERGENCY MEDICAL SERVICES** www.LeonCountyFL.gov/LCEMS

Headquarters/Administration (850) 606-2100

Dispatch (850) 606-5808

FACILITIES MANAGEMENT (850) 606-5000 www.LeonCountyFL.gov/Facilities

FLEET MANAGEMENT (850) 606-2000 www.LeonCountyFL.gov/Fleet

**HEALTH DEPARTMENT** (850) 606-8150 www.LeonCountyFL.gov/LCHD

HOUSING SERVICES (850) 606-1900 www.LeonCountvFL.gov/Housing

**HUMAN SERVICES & COMMUNITY PARTNERSHIPS** (850) 606-1900

www.LeonCountyFL.gov/HSCP HUMAN RESOURCES

(850) 606-2400 www.LeonCountyFL.gov/HR

Job Line (850) 606-2403

**LEGAL AID** (850) 222-3292

LEROY COLLINS LEON COUNTY PUBLIC LIBRARY SYSTEM (850) 606-2665 www.LeonCountyFL.gov/Library

**Literacy Volunteers** (850) 606-2644

MANAGEMENT INFORMATION SERVICES

(850) 606-5500 www.LeonCountyFL.gov/MIS

**Geographic Information Services** (850) 606-5504

**MINORITY, WOMEN & SMALL BUSINESS ENTERPRISE** (850) 219-1060 www.OEVforBusiness.com

**MOSQUITO CONTROL** (850) 606-1400

www.LeonCountyFL.gov/Mosquito **OFFICE OF FINANCIAL STEWARDSHIP** 

(850) 606-5100 www.LeonCountyFL.gov/OFS

**PARKS & RECREATION** (850) 606-1470 www.LeonCountyFL.gov/Parks

PLANNING DEPARTMENT (850) 891-6400 www.talgov.com/Planning

PROBATION (850) 606-5600 www.LeonCountyFL.gov/Probation

PUBLIC WORKS (850) 606-1500 www.LeonCountyFL.gov/PubWorks

Operations (24-hour response) (850) 606-1400

PURCHASING (850) 606-1600 www.LeonCountyFL.gov/Purchasing

SOLID WASTE MANAGEMENT (850) 606-1800 www.LeonCountyFL.gov/SolidWaste

Hazardous Waste (850) 606-1803

**Recycling Information** (850) 606-1802

**Rural Waste Collection Center** (850) 606-1800

**Transfer Station** (850) 606-1840

SUPERVISED PRETRIAL RELEASE (850) 606-5700 www.LeonCountyFL.gov/Probation

#### SUSTAINABILITY (850) 606-5000

www.GrowingGreen.org TALLAHASSEE-LEON COUNTY

**OFFICE OF ECONOMIC VITALITY** (850) 219-1060 www.OEVforBusiness.com

**TOURISM DEVELOPMENT** (850) 606-2300 www.VisitTallahassee.com

**VETERAN SERVICES** (850) 606-1940 www.LeonCountyFL.gov/Vets

**VOLUNTEER SERVICES** (850) 606-1970 www.VolunteerLEON.org

**CONSTITUTIONAL OFFICES** 

**CLERK OF COURTS** (850) 606-4000 www.Clerk.Leon.FL.us

SUPERVISOR OF ELECTIONS (850) 606-8683

www.LeonVotes.org **PROPERTY APPRAISER** (850) 606-6200

www.LeonPA.org **TAX COLLECTOR** (850) 606-4700

www.LeonTaxCollector.net SHERIFF

(850) 606-3300 www.LeonCountySO.com

#### **OTHER COUNTY/STATE AGENCIES**

PUBLIC DEFENDER (850) 606-1000 www.LeonCountyFL.gov/PD

**STATE ATTORNEY, 2ND JUDICIAL CIRCUIT** (850) 606-6000 www.SAO2FL.org

**CIRCUIT COURT 2ND JUDICIAL** (850) 606-4401 www.LeonCountyFL.gov/2ndCircuit



## **QUICK REFERENCE**

so

TEAR HERE

## BOAT LANDINGS

**Ben Stoutamire Landing** 2552 Ben Stoutamire Rd.

**Blount Landing** 24371 Lanier St.

Bull Headley Landing 10156 Bull Headley Rd.

**Cedar Hill Landing** 467 Cedar Hill Landing Rd.

**Coe Landing** 1208 Coe Landing Rd.

**Crowder Landing** 1053 Crowder Rd.

**Cypress Landing** 16900 Ro Co Co Rd.

**Elk Horn Landing** 3997 Elkhorn Rd.

Faulk Dr. Landing 1895 Faulk Dr.

**Fuller Road Landing** 1294 Fuller Rd.

Gardner Landing 1022 Gardner Rd.

**Gil Waters Preserve Landing** 5800 Crawfordville Hwy.

Hall Landing 2997 Luther Hall Rd.

Jackson View Landing 4967 N. Monroe St.

Kate Ireland Landing (a.k.a. Van Brunt Landing) 12271 Iamonia Landing Rd.

Lake Munson Landing 1025 Munson Landing Rd.

**Meginnis Arm Landing** 3017 Meginnis Arm Rd.

**Miller Landing** 2900 Miller Landing Rd.

**Reeves Landing** 16254 Reeves Landing Rd.

**Rhoden Cove Landing** 801 Rhoden Cove Rd.

Sunset Landing 4800 Jackson Cove Rd. **Tower Road Landing** 6991 Tower Rd.

**Vause Landing** 14876 Jack Vause Landing Rd.

Wainwright Landing 4135 Wainwright Rd.

Williams Landing 951 Williams Landing Rd.

## CAMPGROUNDS

Phone Numbers for Camping Information: Local: (850) 350-9560 Toll Free: (866) 350-9560

**Coe Landing Campground** 1208 Coe Landing Rd. 20 RV or Tent Sites with 30 Amp Hookups, Wifi, Showers, Dump Station

**Luther Hall Landing Campground** 2997 Luther Hall Rd. 10 Tent Camping Sites, Showers

Williams Landing Campground 951 Williams Landing Rd. 10 Tent or RV mixed use sites, Showers Reservations can be made at: www.LeonCountyFL.gov/Reservations

### **COMMUNITY CENTERS**

General Information (850) 606-1470

Dorothy Cooper Spence Community Center 4768 Chaires Cross Rd.

**Bradfordville Community Center** 6808 Beech Ridge Trl.

**Fort Braden Community Center** 16387 Blountstown Hwy.

Lake Jackson Community Center 3840 N. Monroe St, Suite 301

**Miccosukee Community Center** 13887 Moccasin Gap Rd.

**Woodville Community Center** 8000 Old Woodville Rd.

### LIBRARIES

LeRoy Collins Main Library 200 West Park Ave. (850) 606-2665

**Dr. B. L. Perry, Jr. Branch Library** 2817 South Adams St. (850) 606-2950

Eastside Branch Library 1583 Pedrick Rd. (850) 606-2750

Jane G. Sauls Fort Braden Branch Library 16327 Blountstown Hwy. (850) 606-2900

Lake Jackson Branch Library Lake Jackson Town Center 3840-300 North Monroe St. (850) 606-2850

Northeast Branch Library 5513 Thomasville Rd. (850) 606-2800

**Woodville Branch Library** 8000 Old Woodville Rd. (850) 606-2925

## PARKS

#### Apalachee Regional Park

7550 Apalachee Pkwy.; 4 Multipurpose fields (lighted), Soccer, Football, Restrooms/ Concession Building, nationally recognized cross country running facility, radio controlled air field

**Brent Dr. Park** 812 Brent Dr.; Basketball Court, Benches

Canopy Oaks Community Park

3250 Point View Dr.; 2 Little League Fields (lighted), 2 Tennis Courts (lighted), Multipurpose Field (lighted), Concession/ Restroom, Playground

#### Daniel B. Chaires Community Park

4768 Chaires Cross Rd.; 4 Tennis Courts (lighted), 2 Basketball Courts, Restrooms/ Concession Building, 2 Little League Baseball Fields (lighted), 1 T-Ball Field (not lighted), Playground

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Flagg St. Park 723 Flagg St. (open green space)

Fort Braden Community Park 15100 Blountstown Hwy.; 2 Little League Baseball Fields (lighted), Multipurpose Field (lighted), Restrooms/Concession Building

Fred George Greenway and Park 3043 Capital Circle NW., Regulation size Baseball Field (lighted), Multipurpose Field (lighted), Trails

**Gil Waters Preserve at Lake Munson** 5800 Crawfordville Hwy.; Picnic Shelter, Restrooms, Nature Trails, Landing

J. Lee Vause Park

6024 Old Bainbridge Rd.; 6 Picnic Pavilions (available for rental), 26 Acres Open, Wooded Spaces, 1 Mile of Hard Surface Paths for Bikes and Pedestrians, Extensive Boardwalk, Restrooms, Playground, Volleyball Net

### J. Lewis Hall Sr., Woodville Park and Recreation Complex

1492 J Lewis Hall Šr. Ln.; 4 Little League Baseball Fields (lighted), Junior League Field (lighted), Softball Field (lighted), 2 Basketball Courts (lighted), Multipurpose Field (lighted), Youth & Tot Playground, Restrooms/Concession Building

#### J.R. Alford Greenway

2500 Pedrick Rd.; Over 800 Acres of Trails and Open Space for Hikers, Mountain Bicyclists, Equestrians (Horse Trailer Parking)

Jackson View Park 2585 Clara Kee Blvd.; Walking Trails, Picnic Area, Open Space, Observation Deck

Kate Ireland Park 12271 Iamonia Landing Rd.; Picnic Shelter, Playground, Nature Trails, Restrooms

Lake Henrietta Park 3305 Springhill Rd.; Walking Trail (Paved, 1.2 Miles Long)

Martha Wellman Park 5317 W. Tennessee St.; Walking Trail (8/10 Mile Long)

**Miccosukee Canopy Rd. Greenway** 5600 Miccosukee Rd.; 14 Miles of Trails and 500 Acres of Open Space for Hikers, Mountain Bicyclists, Equestrians, Picnic Tables and Benches

#### Miccosukee Community Park

15011 Cromartie Rd.; Youth Playground, 2 Basketball Courts (lighted), 2 Picnic Shelters, 1 Little League Baseball Field (lighted), 1 Little League Softball Field (lighted), 1 T-Ball Field (not lighted), Concession/Restroom

**Okeeheepkee Prairie Park** 1294 Fuller Rd.; Walking Trail, Picnic Shelter

**Orchard Pond Trail** 

5861 Orchard Pond Rd.; Walking Trail (Clay, 3.2 Miles Long)

**Pedrick Pond** 5701 Mahan Dr.; Walking Trail (7/10 Mile Long)

**Robinson Rd. Park** 1819 Robinson Rd.; 2 Picnic Tables

#### Stoneler Rd. Park

5225 Stoneler Rd.; Little League Field (lighted), Picnic Shelter, Playground, Concession/ Restroom

#### Tower Rd. Park

5971 Tower Rd.; Multipurpose Field (lighted), Baseball, Football, Soccer, Playground, Picnic Shelter, Concession/Restroom

## **COMMUNITY RESOURCES**

Cooperative Extension

615 Paul Russell Rd. (850) 606-5200

> Development Support & Environmental Management

435 N. Macomb St., Renaissance Center, 2nd Floor (850) 606-1300

Solid Waste Management Facility 7550 Apalachee Pkwy.

(850) 606-1800

Visitor Center 106 East Jefferson St. (850) 606-2300

**Volunteer Services** 918 Railroad Ave. (850) 606-1970

72

air field Brent Dr. Park

## EMPLOYING TEAM APPROACH



Leon County Heart Walk Team

MIS/GIS

## EMPLOYING TEAM APPROACH

A Core Practice of Leon County Government

Employees work together to produce bigger and better ideas to seize the opportunities and to address the problems which face our community.



EMS Press The Chest

Attachment #5

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DSEM



Facilities Crew



Community and Media Relations/Sustainability at Sustainable Communities Summit



Posted 4:30 p.m. on October 17, 2017 2015 LEON COUNTY ANNUAL REPORT 73





## **BOARD OF COUNTY COMMISSIONERS**

Attachment #5 Page 74 of 76



John E. Dailey, Chairman | District 3 Testimony before Congress

Nick Maddox, Vice Chairman | At-Large | FAC Legislative Day

Bryan Desloge | District 4 | NACo Symposium





Mary Ann Lindley At-Large Leon Works Posted 4:30 p.m. on October 17, 2017 NIED BY:

74 2017 LEON COULTY MANUAL REPORT

INDADT

## SHAPING OUR COMMUNITY FOR FUTURE GENERATIONS



## **OUR VALUE PROPOSITION**

### What You Get as a Taxpayer and a Stakeholder in our Community

Leon County Government leverages partnerships, embraces efficiency and innovation, and demands performance to the benefit of our taxpayers. We actively engage our citizens, not only as taxpayers, but as stakeholders and co-creators of our community – providing meaningful opportunities to capitalize on their talents in making important decisions and shaping our community for future generations.

Posted 4:30 p.m. on October 17, 2017 2017 LEON COUNTY ANNUAL REPORT **75** 



### 2017 Leon County Annual Report

Designed, developed and produced by Leon County Community and Media Relations

Leon County Courthouse, Suite 502 301 South Monroe Street | Tallahassee, FL 32301 (850) 606-5300 | CMR@LeonCountyFL.gov This publication can be viewed online, in PDF or HTML format, at the Leon County website: www.LeonCountyFL.gov/AnnualReport

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Posted 4:30 p.m. on October 17, 2017

## Leon County Board of County Commissioners

Notes for Agenda Item #19

## Leon County Board of County Commissioners

### Agenda Item #19

October 24, 2017

To:Honorable Chairman and Members of the BoardFrom:Vincent S. Long, County AdministratorTitle:FY 2017/18 Board Retreat Overview

Review and Approval:	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator	
Lead Staff/ Project Team:	Mathieu Cavell, Assistant to the County Administrator for Community Relations and Resilience	
R	Andrew Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives Heather Peeples, Special Projects Coordinator	

### **Statement of Issue:**

This agenda item provides an overview of the FY 2017/18 Board Retreat and seeks acceptance of the proposed outline, which includes a focused discussion with the Board on developing and leading a resilient community facilitated by a disaster resiliency industry leader.

### **Fiscal Impact:**

This item does not have a fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the FY 2017/18 Board Retreat Overview.

Title: FY 17/18 Board Retreat Overview October 24, 2017 Page 2

### **Report and Discussion**

### **Background:**

For many years the Board has conducted an annual retreat, facilitated by the County Administrator, for the purpose of establishing the County's priorities for the year. Annual retreats have served as a tool to develop specific Board priorities that have driven staff and organizational resources. 2011 marked the adoption of a new strategic planning process focused on developing a shared vision of the future. The planning process led to the implementation and execution of the FY2012-2016 Strategic Plan, which established an important foundation for the current FY2017-2021 Strategic Plan.

This shared vision of success drives the rest of the planning process and ensures that Commissioners have an opportunity to develop strategic priorities designed to realize the Board's vision. This new process emphasized consideration of changes in both the internal and external environment, such as revenue changes, regulatory changes, and changes in needs and service expectations of citizens and other stakeholders.

During the Board's August 23, 2011 workshop, the County Administrator introduced the Leon LEADS organizational philosophy - a comprehensive strategic process to align the Board's top priorities with the optimized resources of the organization while instilling the County's "People Focused. Performance Driven." culture. Leon LEADS stands for:

Listens for changing needs, Engages citizens and employees, Aligns key strategic processes, Delivers results & relevance, and Strives for continuous improvement.

During the August 23, 2011 workshop, the Board discussed the process for aligning strategic processes in the organization. The adjacent graphic illustrates the complete cycle of how Leon County aligns and integrates its core strategic processes in order to be a model 21st Century county government that our citizens believe in and others benchmark against.



From 2011 through 2015, the Board Annual Retreat focused on the previous five year strategic plan. Attachment #2 contains a brief summary of the Board's annual retreats during this time.

The 2016 Board Retreat served to both close out the FY2012-FY2016 Strategic Plan and establish the baseline for the FY2017 – FY2021 Strategic Plan. During the retreat, the Board received a final summary of the last five-year plan, reviewed an environmental scan of the County, and conducted a Strengths, Weakness, Opportunities, and Threats (SWOT) analysis in preparation for developing a plan for the next five years.

As part of the planning process, the Board reestablished the Vision Statement and Strategic Priorities in addition to establishing new Strategic Initiatives. Staff also proposed adopting an organizational Mission Statement, a "Bold Goal" for each priority area, as well as, a series of 5-year "Targets." The following is a summary of the Board's actions taken during the 2016 retreat.

- Summary of the FY2012-FY2016 Strategic Plan: At the retreat, the Board accepted the Impact and Progress Report on the implementation of the FY2012-FY2016 Strategic Plan. The document is a report on the five years of success in delivering bold projects, big results and striving to be the best. To implement the County's vision, the Board had established four priority areas: Economy, Environment, Quality of Life and Governance. Those areas were supported by 154 specific strategic initiatives and during the five year period, 148 or 96% were completed with only 6 (4%) still in progress. Subsequent to the retreat, the Impact and Progress Report has been posted on the County's web site, shared via social media and distributed to community partners.
- *Environmental Scan:* Included in the Board's materials for the Retreat was an environmental scan which is an analysis of emerging internal and external trends, issues and conditions that impact Leon County. The environmental scan, as well as the citizen SWOT analysis and preliminary meetings with Commissioners, were used as the basis for the proposed Strategic Priority directional statements. The Board considered the information and analysis included in the environmental scan during their review and approval of the Strategic Priorities.
- SWOT Analysis: Prior to the Retreat, staff conducted a Strategic Planning Citizen Survey, which asked targeted citizens to provide feedback on what they believe are the strengths, weaknesses, opportunities, and threats to the Leon County community. The results of the survey were presented to and discussed by the Board at the Retreat before beginning the process of establishing the FY 2017 FY 2021 Leon County Strategic Plan.
- *Strategic Priorities:* The Board reaffirmed the four existing Strategic Priorities (Economy, Environment, Quality of Life, and Governance) and adopted 20 Directional Statements, which provide focus and additional specificity for each priority area.
- *Strategic Initiatives:* In order to ensure that the optimized resources of the organization are aligned with Strategic Priorities, the Board adopted 44 Strategic Initiatives. Several of the Initiatives presented during the Retreat were on-going from the previous FY2012-FY2016 Strategic Plan or were existing efforts on which the Board had recently provided guidance.
- *Five-Year Targets & Bold Goals:* At the Retreat, staff recommended and the Board approved the adoption of specific Targets that we expect to realize as an organization over the next five-year plan cycle. These targets are aligned with each priority area and

will communicate to the public and staff throughout the County the specific results that we expect to achieve through the collective execution of our Strategic Initiatives.

Additionally, the Board approved a Bold Goal, for each priority area. Bold Goals differ from Targets in that they are truly stretch goals which will be big and difficult to achieve, but are worthy of our best efforts because they are big and difficult to achieve. The adoption of Bold Goals is something the best organizations do because they recognize that all goals should not be tied to specific programs or current resources. Bold goals, rather, require us to explore new partnerships, identify new opportunities, and inspire the new ideas of our employees.

• *Vision Statement:* During the Retreat, the Board adopted an alternative approach of shortening the existing Vision Statement to its most pertinent aspects, while including the most significant one-word aspirations identified in the Strategic Planning Citizen Survey. The Board approve the following Vision Statement:

### A community that is safe, healthy and vibrant.

• *Mission Statement:* As discussed at the retreat, a Mission Statement is a standard element of an organization's strategic plan and explains its reason for existence. It describes the organization, what it does and its overall intention. The mission statement supports the vision and serves to communicate purpose and direction to employees, citizens, vendors and other stakeholders. The mission also serves as a foundational guide in the establishment of organizational priorities.

Mission statements are similar to vision statements, but they are more concrete and action-oriented. A vision statement describes the organization as it would appear in a future successful state. Some general guiding principles about mission statements are that they are memorable, outcome-oriented and inclusive. The Board adopted the following organizational mission statement:

### To efficiently provide public services which serve and strengthen our community.

Attachment #1 contains the adopted Leon County FY2017-FY2021 Strategic Plan.

### Analysis:

As previously noted, through the Board's significant strategic planning efforts and the LEADS structure, Leon County government has an approved vision, direction, and acceptable behaviors and standards for accomplishing our priorities. The Board has adopted clear priorities which are carried out by empowered employees. Progress is measured, tracked and routinely reported to the Board. These are the traits of a highly performing organization: everyone in the organization knowing where we are going and how we are getting there.

As with previous years, the annual retreat is a time for the Commission to work as a collegial body on important policy issues; away from the normal day-to-day agendas, budgets, and

workshops. Given the five year planning cycle and the extensive effort made at last year's retreat in developing the current strategic plan, the update portion of the retreat will not consume the entire day, which therefore, allows sufficient time for substantive long-term policy matters to be discussed.

### Leadership That Drives Community Resilience Forward

Following one of the most active hurricane seasons in recorded history, staff is prepared to develop the Board Retreat focusing on the County's community resilience efforts to date, targeting new and emerging trends for leaders, and exploring how Leon County can drive resiliency forward. Of course, the Board may provide any other direction or guidance on how the Board would like to utilize your time at the retreat.

With the realignment of Emergency Management back into the County's organizational structure, the County implemented many lessons learned from Hermine to further improve organizational and community resilience so as to be even stronger and more responsive to Irma. The Hurricane Hermine-After Action report served as a road map of improvements and recommendations, of which 76 of 80 were completed immediately following Emergency Management's return to the County. And, as part of the Hermine After Action report implementation, the Board requested at the May 23, 2017 meeting for staff to prepare an update identifying opportunities to further improve the County's ongoing resiliency efforts. At the retreat, staff will be prepared to provide this update.

Leading a disaster-resilient community requires a year-round commitment of Leon County, and for us to look to our future resilience in the areas of both natural and manmade disasters. Because building and leading a resilient community demands big ideas, innovation, policy direction, and outcomes, based on Board approval of the agenda overview, staff will invite Leslie Chapman-Henderson, president and chief executive of the Federal Alliance for Safe Housing (FLASH) to facilitate a conversation on community resilience with the Board. As the convener of this October's *2017 National Disaster Resilience Conference* in Atlanta, Leslie is prepared to discuss with the Board industry best practices, research insights, and new collaborative opportunities. As local governments bear the majority of human and societal costs from natural and manmade disasters, we also often have the authority to drive disaster resilience through policymaking. Creating community-wide disaster resilience is a broad-based undertaking – local leadership is essential to promote life safety, economic stability and overall community welfare in the face of natural disasters. This facilitated discussion is designed to expand the Board's understanding of community resilience, strengthen our existing organizational capacity and evaluate long term policy making.

Leslie has spent the past 19 years focused on building disaster-resilient communities through public speaking, shaping policy, and bringing together disaster safety thought leaders to leverage collaboration to increase public safety. Leslie has delivered keynote addresses for diverse audiences including Fortune 500 companies; academic institutions; national associations; and international conventions like the South by Southwest Interactive (SXSWi) in Austin, Texas; and the 2015 Aon Benfield Biennial Hazards Conference in Australia. In 2013, she addressed the United Nations as a panelist on World Habitat Day.

Following the resiliency segment of the day, staff recommends that the Board utilize the afternoon segment of the retreat to perform the necessary annual update to the County's Strategic Plan by:

- Reviewing the current Vision Statement and Strategic Priorities, and amend these if necessary;
- Reviewing the progress that has been made on the Bold Goals and 5-year targets;
- Reviewing the progress that has been made on the 44 Strategic Initiatives adopted by the Board; and
- Amending any of the Strategic Initiatives that the Board previously approved, and identifying and adding new Strategic Initiatives.

### **Options:**

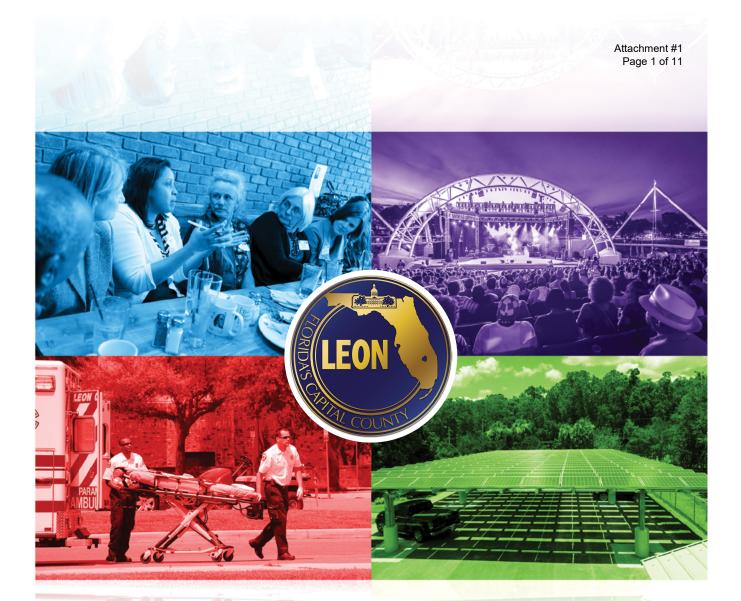
- 1. Accept the FY 17/18 Board Retreat Overview.
- 2. Do not accept the FY 17/18 Board Retreat Overview.
- 3. Board direction.

### **Recommendation:**

Option #1

### Attachments:

- 1. Leon County FY2017-FY2021 Strategic Plan
- 2. Summary of 2011- 2015 Board Annual Retreats



## LEON COUNTY FY2017-2021 STRATEGIC PLAN

#### ECONOMY ENVIRONMENT QUALITY OF LIFE GOVERNANCE



(From Left) District 1 Commissioner Bill Proctor, District 5 Commissioner Kristin Dozier, At-Large Commissioner Nick Maddox (Vice Chairman), District 3 Commissioner John E. Dailey (Chairman), At-Large Commissioner Mary Ann Lindley, District 4 Commissioner Bryan Desloge, and District 2 Commissioner Jimbo Jackson.

VISION

A community that is safe, healthy and vibrant.

## MISSION

To efficiently provide public services which serve and strengthen our community.

## LEON COUNTY

On behalf of the Board of County Commissioners and the dedicated men and women of Leon County Government, I'm proud to present the Fiscal Year (FY) 2017-2021 Leon County Strategic Plan. In the pages ahead, you will read about the County's vision, priorities, and initiatives that guide our daily efforts, as well as bold goals and five-year targets, which keep County employees striving to continue to make Leon County a special place to live, work, and play.

This document builds upon the County's past five years of successful strategic planning. The FY2012-2016 Strategic Plan was created amid the unprecedented challenges of the



Great Recession and the slow economic recovery. Through Economy, Environment, Quality of Life, and Governance. that plan, Leon County evolved, engaged, and executed Our five-year targets will keep us focused on tangible results, our strategy. We established a culture of performance, and our bold goals will ensure we stretch ourselves to expand making Leon County known across the nation and here possibilities and exceed expectations. We cannot do all this at home as a county government of innovative problem alone. Over the next five years we will continue to engage solvers working on behalf of and alongside its citizens in citizens as co-creators of this special community we share.

## CORE PRACTICES

- » Delivering the "Wow" factor in Customer Service.
- » Connecting with Citizens.
- » Demonstrating Highest Standards of Public Service.
- » Accepting Accountability.
- » Exhibiting Respect.





County Administrator Vincent S. Long

addressing the needs of the day and shaping our future.

So what's next? An important foundation has been laid over the past five years. This foundation now provides the footing necessary for our journey to become world class. And the FY2017-2021 Strategic Plan will provide a road map to guide our efforts along the way. What do we mean by world class? In Leon County, we strive to set the standard in public service, to offer our citizens an unmatched quality of life, and to provide citizens and visitors alike unparalleled opportunities and experiences.

Leon County's FY2017-2021 Strategic Plan sets priorities in the areas of

- » Employing Team Approach.
- » Exercising Responsible Stewardship of the Community's Resources.
- » Living our "People Focused, Performance Driven" Culture.



## VISION

A community that is safe, healthy and vibrant.

### **MISSION**

To efficiently provide public services which serve and strengthen our community.

## **STRATEGIC PRIORITIES**

### **Economy**

To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality.

## **Quality of Life**

To be a provider of essential services which promote the well-being of our citizens and the livability of our community in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community.

## **Environment**

**CORE VALUES** 

Service, Integrity,

Accountability, Respect,

Collaboration, Stewardship,

Transparency, Performance

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.

### Governance

To be a model for local governance with innovative, competent, and responsible public servants, committed to promoting integrity, creating meaningful opportunities for citizen engagement and co-creation, and ensuring fiscal stewardship.

## Vision

**Mission** 

Core

Values

Leon County's vision statement is an aspirational description of what the organization would like to achieve and accomplish in the future. The vision statement also describes how Leon County, in an ideal state, should look in the future.

#### To efficiently provide public services which serve and strengthen our community.

Leon County's mission statement supports the vision and serves to communicate purpose and direction to employees, citizens, vendors and other stakeholders. The mission statement reflects the organization's vision, but is more concrete and action-oriented.

## Performance

Leon County's core values are the foundational, guiding principles on how the County team serves the public, exceeds expectations, and accomplishes big, game-changing projects and initiatives. These core values serve as the foundation for our core practices, which are the ways we live our values every day through public service.

## **Strategic Priorities**

**Bold Goals** 

and Targets

Leon County's Strategic Priorities are high-level categories of focus in the County's major areas of responsibilities: Economy, Environment, Quality of Life, and Governance. The priorities consider the County's future in each area and are critical to the success of the community. As part of the strategic plan, these priorities inform every decision and every initiative made by Leon County.

## **Strategic Initiatives**

Bold goals are truly stretch goals that will be big and difficult to achieve, but are worthy of Leon County's best efforts. Bold goals require the County to explore new partnerships, identify new opportunities, and inspire new ideas.

Leon County's five-year targets are aligned with each strategic priority and will communicate to the public and staff throughout the County the specific results the County expects to achieve through the collective execution of the strategic initiatives. Achieving these five-year targets will demonstrate results, accountability, and the strength of long-term planning.

## **STRATEGIC INITIATIVES**

### **BOLD GOALS** AND TARGETS

Attachment #1 Page 3 of 11

#### A community that is safe, healthy and vibrant.

### Service, Integrity, Accountability, Respect, Collaboration, Stewardship, Transparency,

Leon County's strategic initiatives are program- or area-specific projects that align with the County's strategic priorities to serve and strengthen the community. In the FY2017-2021 Strategic Plan, the 44 strategic initiatives ensure that the optimized resources of the County are aligned to address the community's most pressing issues and to achieve the County's top priorities.

# ECONOMY

## PRIORITY

To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality.^(EC)



designed public infrastructure which supports business, attracts private investment and has long term economic benefits.

Do well-



(EC3)

Leverage university and community partnerships to increase entrepreneurial, technology transfer and commercialization opportunities.

## **BOLD GOAL**

Grow the five-year tourism economy to \$5 billion

## **5-YEAR TARGETS**

- Attract 80 state, regional, or national championships across all sports
- » Co-create 500 entrepreneur ventures and 5,500 new jobs, including 200 high-wage jobs in high tech clusters
- » Connect 5,000 students and citizens to middle skilled job career opportunities
- » Host 100,000 residents and visitors as part of the Amphitheater County Concert Series







(EC4)

Grow our tourism economy, its diversity, competitiveness and economic impact.



LACEYOOD R HULSTAKOS Posted 4:30 p.m. on October 17, 2017

# ENVIRONMENT

## **PRIORITY**

To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings.^(EN)





Promote orderly growth and sustainable practices.



Conserve and protect environmentally sensitive lands and our natural ecosystems.



Reduce our carbon footprint.

## **BOLD GOAL**

Upgrade or eliminate 500 septic tanks in the **Primary Springs Protection Zone** 



## **5-YEAR TARGETS**

- » Plant 15,000 trees including 1,000 in canopy roads
- » Ensure 100% of new County building construction, renovation and repair utilize sustainable design
- » 75% community recycling rate
- » Construct 30 miles of sidewalks, greenways and trails







Posted 4:30 p.m. on October 17,

# QUALITY OF LIFE

## **PRIORITY**

To be a provider of essential services which promote the well-being of our citizens and the livability of our community in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community.^(Q)

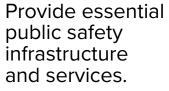


Maintain and enhance our parks and recreational offerings and green spaces.



Provide relevant library offerings which promote literacy, life-long learning and social equity.





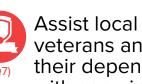


Support and promote access to basic health and welfare services to our community members most in need.

Support strong neighborhoods.

(Q6)

Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.



veterans and their dependents with securing entitled benefits and advocating their interests.

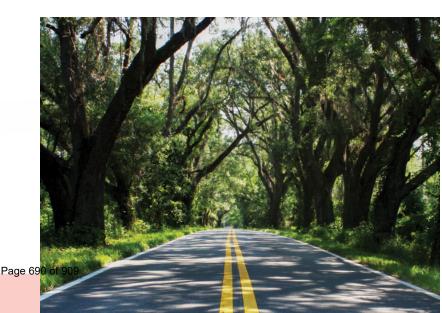
## **BOLD GOAL**

Secure more than \$100 million in **Veteran Affairs** benefits for Leon County veterans and their families



## **5-YEAR TARGETS**

- » Double the number of downloadable books at the library
- » Construct 100 fire hydrants
- » Train 8,500 citizens in CPR/AEDs
- » Open 1,000 new acres of park land to the public











# GOVERNANCE

## PRIORITY

To be a model for local governance with innovative, competent, and responsible public servants, committed to promoting integrity, creating meaningful opportunities for citizen engagement and co-creation, and ensuring fiscal stewardship.^(G)



Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (64) Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices.

(G5)



Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.



Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. 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.

## **BOLD GOAL**

Implement 500 citizen ideas, improvements, solutions and opportunities for co-creation



## **5-YEAR TARGETS**

- Reduce by at least 30% the average time it takes to approve a single family building permit
- Achieve 90% employee participation in the County's "My Rewards" Well Being Program
- » Reduce by 60% the outstanding debt of the County
- » 100% of employees are trained in Customer Experience, Diversity and Domestic Violence, Sexual Violence & Stalking in the Workplace







## STRATEGIC INITIATIVES - ECONOMY

## STRATEGIC INITIATIVES - ENVIRONMENT



- » (EC4) Utilizing a portion of the BP settlement funds, identify solutions for weatherization of the Capital City Amphitheater stage, inclusive of potential sound mitigation elements. (2016-1)
- » (EC1, EC4) Continue to 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. (2016-2)
- » (EC4) Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levving the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities in order to levy a sixth cent to support the convention center and arena district. (2016-3)
- » Continue to pursue opportunities for workforce development, including:
- (EC2) Based upon the projected unmet local market for middle skill jobs, continue to host Leon

Works Exposition in collaboration with community and regional partners and launch Leon County's Junior Apprenticeship Program. (2016-4A)

- (EC2) Work with partners, such as The Kearney Center and Leon County Schools, to increase access to training programs, apprenticeships, and other programs promoting middleskilled jobs. (2016-4B)
- » (EC4) Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (ARP). (2016-5)
- » (EC2) Implement the Economic **Development Strategic Plan as** adopted and may be revised by the Intergovernmental Agency. (2016-6)
- » (EC2) Complete the joint County/City disparity study and enhancements to the MWSBE program. (2016-7)
- » (EC4) Expand our economic competitiveness by coordinating with regional partners to host an Americas Competitive Exchange on

Innovation and Entrepreneurship (ACE) conference. (2016-8)

- » (EC1, EC2) Evaluate sun setting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/ Southside CRA including the County's partnership with the City. (2016-9)
- » (EC4) Enhance sports tourism through the exploration of an NFL Preseason game and other possible events at Doak Campbell Stadium. (2016-10)
- » (EC2) To address issues of economic segregation and diversity, evaluate establishing a micro-lending program for small, minority and women-owned businesses. (2016-11)
- » (EC1, EC4) Further enhance our competitiveness in attracting national and regional running championships by making additional strategic investments at the Apalachee Regional Park (ARP). (2016-12)

- » (EN1, EN2) Implement the adopted **Basin Management Action Plan** (BMAP) for Wakulla Springs including bringing central sewer to Woodville and implementing requirements for advanced wastewater treatment. (2016-13)
- » (EN4) Develop strategies to increase recycling and reuse rates. (2016-14)
- » (EN3) Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site. (2016-15)
- » (EN3) Convene the Leon County Sustainable Communities summit on a bi-annual basis. (2016-16)
- » (EN3) In partnership with the

- 17)
- fees. (2016-18)
- » (EN4) Successfully launch a

Attachment #1 Page 8 of 11

Canopy Roads Committee, update the long term management plan for the Canopy Roads including an active tree planting program. (2016-

» (EN3) Complete an evaluation of transportation fee alternatives to replace the existing concurrency management system of mobility

commercial and residential Property Assessed Clean Energy (PACE) program and identify opportunities, including the Leon County Spring Home Expo, to train industry professionals on sustainable building practices for participation in the PACE program. (2016-19)

- » (EN2) Add environmental education kiosks, trail markings/mapping at Greenways and Parks. (2016-20)
- » (EN4) Explore new opportunities for solar on County facilities. (2016-21)
- » (EN1) Support the protection of Lake Talguin. (2016-22)
- » Reduce nitrogen impacts in the PSPZ (primary springs protection zone) by identifying cost effective and financially feasible ways including:
- (EN1, EN2) Develop a septic tank replacement program. (2016-23A)
- (EN1, EN2) Evaluate requiring advanced wastewater treatment (AWT) for new construction. (2016-23B)

## STRATEGIC INITIATIVES – QUALITY OF LIFE

## STRATEGIC INITIATIVES – GOVERNANCE



- » Continue to expand recreational amenities to include:
- (Q1, Q6) Develop a master plan for the Apalachee Regional Park. (2016-24A)
- (Q1, Q6) Develop a program to establish a signature landscaping feature with a regular blooming season. (2016-24B)
- (Q1, Q6) Implement the Tallahassee-Leon County Greenways Master Plan. (2016-24C)
- (Q1, Q6) Evaluate additional trail expansion opportunities. (2016-24D)
- (Q1, Q6) Work with partners to utilize rights-of-way and utility easements to further expand the trail system. (2016-24E)
- (Q1, Q6) Identify opportunities to create dog parks in the unincorporated area. (2016-24F)
- » (Q5) Complete a comprehensive review and revision to the Land Use Element of the Comprehensive Plan, including a review of inclusionary housing. (2016-25)
- » (Q3) Continue to evaluate emergency medical response strategies to improve medical outcomes and survival rates. (2016-26)

- » (Q4) Work with the City of Tallahassee to develop a new CHSP process inlight of the United Way's decision to conduct a separate funds distribution process. (2016-27)
- » Support the Joint County-City Affordable Housing Work Group's efforts to develop a holistic plan for the redevelopment of a multifamily affordable housing project and identification of additional transitional housing opportunities through community partnerships. (2016-28)
- » Continue to serve our seniors through programs and partnerships, including:
- (Q4) As Florida's first Dementia Caring Community, support the Florida Department of Elder Affairs in the further development of the pilot program, provide enhanced paramedic training and engage local partners in making the County a more dementia-friendly community. (2016-29A)
- (Q4) Exploring opportunities to address fraud/scams targeted towards seniors. (2016-29B)
- (Q2, Q4, EC4) To continue to support Choose Tallahassee's efforts to market our community as a retirement destination. (2016-29C)

- » (Q4) Identify and evaluate pretrial alternatives to incarceration for low level and non- violent offenders through regional partnerships and state and national efforts, including data-driven justice initiatives. (2016-30)
- » (Q7) Work with community partners to expand appreciation of local veterans including recognition of National Pearl Harbor Remembrance Day. (2016-31)
- » (Q3) Increase safety in the unincorporated area through the development of a new street lighting program and evaluation of the need for additional signage. (2016-32)
- » (Q3, Q4) Improve pet overpopulation by engaging vested community partners in the implementation of spay and neutering strategies. (2016-33)
- » (Q4) Continue County support of primary healthcare through participation in Carenet in order to increase access to affordable healthcare for those in need. (2016-34)
- > (Q2) Explore opportunities to increase to high speed internet access through a "mobile hot spot" library lending program. (2016-35)

- » (G1, G3) Alongside community partners, engage citizens of diverse backgrounds, education, and age on issues that matter most to them through the Citizen Engagement Series and Club of Honest Citizens. (2016-36)
- » (G1) Continue to Support Commissioner Desloge during his term as NACo President. (2016-37)
- » (G5) In accordance with the Leon County Charter, convene a Charter Review Committee to review the Leon County Home Rule Charter and propose any amendments or revisions which may be advisable for placement on the general election ballot. (2016-38)
- approvals. (2016-39)
- technologies. (2016-40)
- (2016-41)
- » (G1) Seek opportunities for

Attachment #1 Page 9 of 11

» (G2) Implement migration from Groupwise to Microsoft Outlook to better integrate with other software applications that utilize automated notifications, workflows and

» (G2) Continue the deployment of an updated permitting system that is modernized to use mobile and online

» (G4) Continue County sponsorship of employees' participation in the Certified Public Manager training.

partnerships through NACo and FAC's enterprise programs. (2016-42)

- » (G5) Continue to explore opportunities for efficiency and cost savings through intergovernmental functional consolidation where appropriate. (2016-43)
- » (G4) Evaluate establishing a living wage for County employees and continue to provide opportunities for industry certifications and training for those employees in skilled craft, paraprofessional, and technician positions. (2016-44)

# OUR VALUE PROPOSITION

What You Get as a Taxpayer and a Stakeholder in our Community

Leon County Government leverages partnerships, performance to the benefit of our taxpayers. We actively engage our citizens, not only as taxpayers, but as meaningful opportunities to capitalize on their talents in



ECONOMY	Grow the five-year tourism economy to \$5 billion
ENVIRONMENT	Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone
QUALITY OF LIFE	Secure more than \$100 million in Veterar Affairs benefits for Leo County veterans and their families
GOVERNANCE	Implement 500 citizen ideas, improvements, solutions and opportunities for co-creation

Attachment #1 Page 10 of 11

#### **5-YEAR TARGETS**

	<b>»</b>	Attract 80 state, regional, or national championships across all sports
	<b>»</b>	Co-create 500 entrepreneur ventures and 5,500 new jobs, including 200 high-wage jobs in high tech clusters
	<b>»</b>	Connect 5,000 students and citizens to middle skilled job career opportunities
	<b>»</b>	Host 100,000 residents and visitors as part of the Amphitheater County Concert Series
	<b>»</b>	Plant 15,000 trees including 1,000 in canopy roads
	<b>»</b>	Ensure 100% of new County building construction, renovation and repair utilize sustainable design
	<b>»</b>	75% community recycling rate
	<b>»</b>	Construct 30 miles of sidewalks, greenways and trails
ו	»	Double the number of downloadable books at the library
	»	
		library
ו חי	»	library Construct 100 fire hydrants
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## Leon County needs your help in shaping the next 5 years together

To volunteer at the County or in a local nonprofit, call (850) 606-1970 or visit **VolunteerLEON.org** 

To serve on a Citizen Committee, call (850) 606-5300 or visit LeonCountyFL.gov/Committees

To provide feedback or make a service request, call (850) 606-5300 or visit LeonCountyFL.gov/CitizensConnect



Leon County Courthouse, Suite 502 301 S. Monroe St. | Tallahassee, FL 32301 (850) 606-5300 | CMR@LeonCountyFL.gov

#### **Summary of 2011 - 2015 Board Annual Retreats**

#### 2011 Retreat

During the December 2011 retreat, the Board began to align its strategic processes by defining its Vision Statement. The Board then participated in a SWOT process (strengths, weaknesses, opportunities, and threats). Utilizing the SWOT analysis, the Board established four strategic priority areas for the next two years. The four Strategic Priorities, Economy, Environment, Quality of Life, and Governance, are high-level categories of focus, which consider the desired future condition and the major areas of County government's responsibilities, critical to the success of the community. Strategic Priorities determine the entire direction of Leon County government.

Subsequent to receiving the Board's direction during its December 2011 retreat, extensive efforts were undertaken by staff from December 2011 through February 2012 to identify 84 Strategic Initiatives that would bring the Board's four Strategic Priorities into action. Countywide departments and divisions also revised their missions to align with the County's Vision Statement. Those Strategic Initiatives and the County's core practices were approved by the Board on February 28, 2012.

#### 2012 Retreat

As approved by the Board, the December 2012 retreat provided an opportunity to update the plan it established in 2011, as it was the second year of the two-year plan. During the retreat, the Board refined its Vision Statement and some of its Strategic Priorities and existing Strategic Initiatives, and identified 25 new Strategic Initiatives. Additionally, the Board engaged in a discussion facilitated by John Streitmatter, Principal with Leadership Research Institute. This discussion included:

- Opportunities to enhance the leadership capacity of the Commission,
- How Commissioners work together,
- How the Board works with community partners,
- How the Board engages with citizens, and
- How the Board works and engages with staff.

Through this effort, the Board became better positioned to deal with issues that cannot be planned for.

#### 2013 Retreat

During the December 2013 retreat, the Board held a conversation with FSU President Eric Barron regarding the redevelopment of the Civic Center district, as well as a conversation with Liz Joyner and Bob Jones (Florida Conflict Resolution Consortium) regarding moving citizen engagement to "the next level," which led to the creation of the "Club of Honest Citizens" series. During the Retreat, the Board added 13 new strategic initiatives. Also during the retreat, the Board approved transitioning to a five-year planning cycle with continued annual reviews and updates, and semi-annual status reports. Leon County's current Strategic Planning cycle shifted to FY 2012 through FY 2016.

#### 2014 Retreat

The December 2014 retreat included a discussion with FSU President John Thrasher, who shared his vision for the university and continued the discussion of the Madison Mile Convention District redevelopment project. The Commission discussed "Finding the Community's Common Ground" with speaker Steve Seibert. Additionally, four key topics were considered: mental health delivery in the community, the solid waste management facility, partnering to promote skilled workforce opportunities, and the comprehensive plan. Reflective of the day's discussions the Commission added 12 new Strategic Initiatives to the FY 2012 through FY 2016 Strategic Plan.

#### 2015 Retreat

The 2015 Board Retreat served as the last in a 5-year cycle in guiding the FY 2012 - 2016 Strategic Plan. The December 7, 2015 Retreat included six issues on the day's agenda which began with staff presentation including possible Strategic Initiatives for Board consideration, followed by Board discussion. As a result of the six key issues and subsequent Board discussion, a total of 19 new initiatives were added to ensure staff's actions align with the Board's strategic priorities.

## Leon County Board of County Commissioners

Notes for Agenda Item #20

## Leon County Board of County Commissioners

#### Agenda Item #20

October 24, 2017

Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

 Title:
 Status Report on the Sunsetting of the Downtown Community Redevelopment Area

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

#### **Statement of Issue:**

To:

In recent months, the County and City Commissions have contemplated the potential sunset of the Downtown CRA District (DT CRA) during their respective annual retreats, budget workshops, and Commission meetings. This agenda item summarizes the actions taken at the July and September CRA meetings and provides an analysis of the Phaseout Options as requested by the CRA Board. Further, the analysis delineates which of the proposed Phaseout Options align with the long term financial plan approved by the Board during the FY 18 Budget Workshop to address the \$7.2 million loss resulting from the possible additional homestead exemption.

#### Fiscal Impact:

This item has no fiscal impact. However, this status report does offer guidance related to recent deliberations with the City and CRA regarding the sunsetting of the DT CRA. The sunsetting of the DT CRA is a vital component of the Board's recently approved long term fiscal plan to ensure the County's financial viability in the upcoming years.

#### **Staff Recommendations:**

See next page.

Title: Status Report on the Sunsetting of the Downtown Community Redevelopment Area October 24, 2017 Page 2

#### **Staff Recommendations:**

- Option #1: Accept the status report on the Sunsetting of the Downtown Community Redevelopment Area and direct the County Administrator to formally notify the City of the policy options herein adopted by the Board.
- Option #2: Direct the County Administrator to bring back an amendment to the Downtown CRA Interlocal Agreement by February 2018 to sunset the County's participation by FY 2020, subject to the support of the City Commission, based on Phaseout Options #2 or #4 presented in this item as they are financially equivalent for the County.
- Option #3: Do not consider the expansion of an existing CRA or the creation of a new CRA until an agreement has been executed to sunset the County's participation in the Downtown CRA by FY 2020.
- Option #4: Direct staff to bring back a revised fiscal plan during the FY 2019 budget process if there is no agreement to phase out the DT CRA.

#### **Report and Discussion**

#### **Background:**

In recent months, the County and City Commissions have contemplated the potential sunset of the Downtown CRA District (DT CRA) during their respective annual retreats, budget workshops, and Commission meetings. At the most recent meeting of the CRA on September 25, 2017, the CRA Board deferred taking action to sunset the DT CRA and requested an agenda item be brought back to the County and City Commissions respectively analyzing several of the Phaseout Options presented by CRA staff for consideration by both Commissions. Thereafter, the CRA Board is expected to resume its discussion on this matter at its next meeting scheduled for November 9, 2017.

#### Previous Board and City Commission Direction on Sunsetting the Downtown CRA

During the December 2016 Annual Retreat, the Board established the County's FY 2017-FY 2021 Strategic Plan. As a part of the Economic Strategic Priority, the Board unanimously adopted the following Strategic Initiative: "Evaluate sunsetting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City."

At the City Commission Retreat on January 11, 2017, City Commissioners also expressed an interest in discussing the future of the CRA districts in light of several ongoing initiatives related to Southside revitalization efforts including the County's long-term interest in redeveloping the Fairgrounds and the joint County/City efforts to ensure the availability of affordable housing. The City Commission directed staff to bring these matters back as part of a comprehensive workshop during the calendar year.

Given the mutual interest in exploring modifications to the existing CRA districts, County and City staff began formulating an analysis to be presented to both Commissions providing a comprehensive overview of the two distinct CRA districts, examining the levels of public and private investment as a result of those districts, their return on investment and performance since creation, and any outstanding financial obligations. However, this analysis was put on hold once the 2017 Florida Legislature began consideration of HB 13 and SB 1770 which, as originally proposed, would have phased out the existence of CRAs and prohibited the creation of new CRAs. Although the 2017 Legislature did not approve a measure to sunset CRAs, HB 17 has already been filed for the 2018 legislative session which calls for phasing out all CRAs by 2038.

Of greater significance to the County's budget, the House and Senate approved a joint resolution during the final week of the 2017 legislative session that will place a constitutional amendment on the 2018 general election ballot to provide an additional \$25,000 homestead exemption for all ad valorem taxes except those levied by school districts. HJR 7105, if adopted by an affirmative vote of at least 60% of the statewide electorate in 2018, would create a new \$25,000 homestead exemption applicable to the value of homesteaded property between \$100,000 and \$125,000. If this referendum passes, Leon County would see a loss of \$7.2 million in ad valorem taxes based on the current 8.3144 millage rate. The statewide impact would be an estimated \$644 million.

The amendment would become effective January 1, 2019, artificially removing property values from the tax rolls as the County prepares the FY 20 budget.

In anticipation of the November 2018 referendum, the County Administrator took immediate steps to prepare the County organization such as imposing a temporary hiring freeze for nonessential employees and recommended immediate capital project deferrals. At the Board's FY 18 Budget Workshop on June 20, 2017, the County Administrator presented a fiscal plan with options to ensure the long term fiscal viability of Leon County while minimizing any property tax rate increase (Attachment #1). In seeking the Board's long-term fiscal guidance, the County Administrator proposed four fiscal plan options, all of which prioritized maintaining funding levels for essential public services and the continued maintenance of core infrastructure. Each of the fiscal plan options were developed using some or all of the following elements:

- Property Tax Offset
- Phase out of the DT CRA by 2020
- Operating Budget Reductions
- Fund Balance

Based on the County's Strategic Initiative, the City's willingness to discuss the future of the CRA districts, the conclusion of the 2017 legislative session without changes to the structure or existence of CRAs, and the anticipated loss of revenue associated with the additional homestead exemption, the County Administrator recommended continuing to work with the City to formally dissolve the DT CRA prior to FY 2020. The fiscal plan unanimously approved by the Board on June 20, 2017 and illustrated in Table #1 called for a combination of a millage increase (0.4 mills), the phasing out of the DT CRA, and places the County in a favorable long term financial position to address the anticipated \$7.2 million revenue loss in 2020 associated with the additional homestead amendment.

FY 2020 Policy/Programmatic Changes	+/- Revenue
Additional Homestead Exemption	(\$7, 200,000)
Increased Property Tax Collection (0.4 Mills)	\$5,800,000
Phase-out Downtown CRA by 2020	\$1,400,000
Operating Budget Reductions	N/A
Additional Recurring Fund Balance	N/A
Net Revenue +/- in FY 2020	\$0

Table #1:	<b>Fiscal Plan</b>	Approved by	the Board or	June 20, 2017
I ubic // It	I Ibcui I Iuli	rippi orea by	me bour a or	1 June 20, 2017

The increase in the Countywide millage rate and sunsetting of the DT CRA would provide for the necessary revenues to offset the anticipated loss of revenues resulting from the passage of the additional homestead amendment. The fiscal plan approved by the Board would not increase the use of fund balances, thereby allowing resources to continue to be accumulated for new capital projects. The fiscal plan was again approved by the Board during the ratification of the FY 2018 Budget Workshop on July 11, 2017. Following the Board's ratification of this plan, the County

Title: Status Report on the Sunsetting of the Downtown Community Redevelopment Area October 24, 2017 Page 5

Administrator formally notified the City of the County's actions and desire to sunset the DT CRA by FY 2020 (Attachment #2).

#### Analysis:

Since the Board's approval of the long term fiscal plan, the CRA has met twice to consider the sunsetting of the DT CRA with another discussion planned for its next meeting on November 9, 2017. This agenda item summarizes the actions taken at the July and September CRA meetings and provides an analysis of the Phaseout Options as requested by the CRA Board.

#### July 2017 CRA Meeting

At the July 19, 2017 CRA meeting, CRA staff presented a report and agenda item to the CRA Board outlining the framework and necessary data to be analyzed for the review of the DT CRA phase out (Attachment #3). CRA staff anticipated that the analysis would be brought back to the CRA Board for consideration at its January 2018 meeting. Discussion among Commissioners ensued, refining the data fields to be analyzed in order for CRA staff to bring back an agenda item for the September CRA meeting. Commissioners directed that the following matters be addressed in the September CRA agenda item:

- DT CRA major achievements.
- Existing commitments and obligations that extend beyond FY 19.
- Identification of available reserves or surplus funds.
- An outline detailing each step of the dissolution process for the County, City, and CRA including a timeline of required actions for each of the respective parties to the Interlocal Agreement.
- Consideration for two pending projects (Firestone and 4Forty North Apartments) to be contemplated in the dissolution analysis should the CRA subsequently approved said projects for tax increment inducements.
- A separate agenda item for the CRA to consider expanding the Greater Frenchtown/Southside (GFS) CRA or creating a new redevelopment district.

The CRA Board also directed staff to include two pending projects for the September analysis to sunset the DT CRA, the Firestone/Bloxham redevelopment and the Charles Street Investment Partners' Mixed-Use 4Forty North Apartments on North Monroe Street:

#### Firestone/Bloxham Redevelopment

The CRA has been working with North American Properties (NAP) to determine the level of CRA support for the proposed Firestone Bloxham Development. The CRA Board authorized CRA staff to negotiate inducements with NAP, the majority of which would be provided as reimbursements of the tax increment generated by the project. The reimbursement schedule would not begin until FY 2022, once the project has been completed.

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#### 4Forty North Apartments

Charles Street Investment Partners entered a purchasing agreement to acquire and redevelop the 400-block of N. Monroe Street into a mixed-use residential development. In addition, the City of Tallahassee recently approved the sale of the former City utility drive-through center property to the Envision Credit Center. Envision plans to move their credit union operations to this property and sell the 400-block of N. Monroe Street where they are currently located to Charles Street Investment Partners.

Charles Street Investment Partners indicated the CRA's participation is essential for the proposed project to move forward but was not prepared to request a specific level of financial assistance at the July 13, 2017 CRA meeting. The CRA Board authorized CRA staff to negotiate inducements for with Charles Street Investment Partners based on the tax increment generated by the project. The reimbursement schedule would not begin until FY 2022, after the County's desired timeline to sunset or withdraw from the DT CRA.

#### September 2017 CRA Meeting

As requested by the CRA Board, the September 25, 2017 CRA meeting agenda materials included standalone agenda items on the sunsetting of the DT CRA, expansion of the GFS CRA, the Firestone/Bloxham redevelopment project, and the 4Forty North Apartments on North Monroe Street. However, a third project was also placed on the September 25th CRA agenda relating to the Washington Square mixed-use redevelopment project. On August 4, 2017, the developer submitted a Project Update and requested \$9.6 million in tax increment. In light of the scale of this potential project, CRA staff sought further direction as to whether the Washington Square mixed-use redevelopment for financial assistance should be considered by the DT CRA.

For these three individual projects within the DT CRA, the CRA Board voted to (Attachments #4, #5, and #6):

- Authorize CRA staff to move forward with the completion and execution of the CRA Funding Agreement and Development Agreement with NAP for the redevelopment of the Firestone and Bloxham Annex properties to include DT CRA assistance in the amount of \$2.25 million for public improvements, DT CRA financing of 229 public parking spaces valued at \$6.5 million, and 90% of the tax increment generated by this project over the remaining life of the DT CRA valued at \$13.9 million.
- Authorize CRA staff to negotiate and execute a development agreement with Charles Street Investment Partners up to the requested \$4.3 million for the 4Forty North Apartments project.
- Authorize CRA staff to begin negotiations with Fairmont Development LLC for up to \$9.6 million for the Washington Square mixed-use redevelopment project.

In summary, the CRA Board has already approved its funding commitments for the Firestone and 4Forty North Apartments projects and directed staff to negotiate with the developers of the Washington Square project.

For the DT CRA sunset discussion at the September 25th CRA meeting, CRA staff presented an agenda item with four phaseout options to determine the future of the DT CRA (Attachment #7). The analysis presented at that meeting identified existing obligations associated with prior project commitments along with the anticipated obligations for the three new projects (Firestone, 4Forty North Apartments, and Washington Square) in the pipeline. The DT CRA's prior financial obligations can be satisfied by the end of FY 2019 thereby eliminating the County's \$1.4 million TIF payment in FY 2020. The three new projects would require an additional \$36.6 million from the DT CRA, most which will relies on future property taxes generated to fulfill future payment obligations.

The phaseout options presented at the September 25th CRA meeting are described below followed by the deliberations and series of motions considered by the CRA Board on this matter. Each of the options anticipate supporting the TIF reimbursements for the Firestone/Bloxham redevelopment, 4Forty North Apartments and, subject to final approval by the CRA Board, the Washington Square project. Any modifications to the DT CRA (Phaseout Options #2 - #4), including the decision to sunset by FY 2020, would require approval by the City Commission. Staff is seeking Board direction on these options, or others, should the Commission wish to continue the process to sunset the DT CRA by 2020:

#### Phaseout Option #1: Do not sunset the DT CRA.

Phaseout Option #2: Sunset the DT CRA by 2020

- This option dissolves the DT CRA as previously requested by the County.
- Eliminates the County's \$1.4 million TIF payment to the DT CRA by 2020.
- Supports the three new projects with future incentives paid from property taxes generated by these projects upon their completion.

## *Phaseout Option #3: Maintain the DT CRA but explore future modifications to limit the use of TIF funding.*

- This option would continue the DT CRA through 2039 but would explore future cost savings opportunities by refining the scope of the DT CRA in order to reduce the County's TIF contribution.
- There is no guarantee that the respective parties will refine the scope of the DT CRA or identify cost savings to adequately reduce the County's TIF payment by FY 2020.
- Not consistent with the adopted financial plan.
- The full financial impact or savings to the County for this option is indeterminate as it would be based on future redevelopment or project strategies led by CRA Board. Until those priorities are identified and formally adopted by Interlocal Agreement, the County's scheduled TIF payments would remain.
- Supports the three new projects with future incentives paid from property taxes generated by these projects upon their completion.

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*Phaseout Option #4: County withdrawal from the DT CRA by FY 2020 while the City continues supporting the DT CRA.* 

- This option would remove the County's participation from the DT CRA by FY 2020.
- The City would continue the DT CRA without the County's participation. This would allow for future projects to be considered for incentives solely at the discretion and expense of the City.
- The composition of the CRA would have to be addressed given the County's continued participation in the GFS CRA.
- Supports the three new projects with future incentives paid from property taxes generated by these projects upon their completion.

Following the presentation by CRA staff, Commissioner Proctor immediately made a motion for Phaseout Option #2 to sunset the DT CRA by 2020 but it died due to the lack of a second for the motion. Commissioner Proctor then made a motion for Phaseout Option #4 to remove the County from the DT CRA by 2020 with the City continuing to operate it through 2039. The motioned was seconded by Commissioner Lindley followed by discussion among County and City Commissioners.

Commissioner Scott Maddox offered a substitute motion to sunset both CRAs by 2020. The substitute motion was seconded by Commissioner Proctor but the vote failed 2-7.

Commissioner Dozier offered another substitute motion for the County Administrator and City Manager to prepare a side-by-side comparison and analysis of anticipated tax revenues for Phaseout Options 2, 3, and 4 to be brought back to the County and City Commissions independently for consideration in October in anticipation of the November 9th CRA meeting. The substitute motion was approved and the following section provides the analysis of Phaseout Options 2 - 4 as requested by the CRA Board.

#### Analysis of Downtown CRA Phaseout Options

Based on the direction at the September 25th CRA meeting, County staff worked with CRA staff to identify a set of base assumptions to formulate revenue and expense projections for the phaseout options (Attachment #8). These projection tables guide much of the analysis for the remainder of this agenda item. For purposes of analyzing the DT CRA phaseout options, the following assumptions were made:

- The County's TIF payment is based on a rate of 4.2698 mills and the City's rate is 4.1 mills. (Note: Under the terms of the Interlocal Agreement, the County's TIF payment is equal to 1.154 times the City's millage rate, with a rate not to exceed 4.2698 mills).
- The homestead exemption referendum passes and the County's fiscal plan is implemented, including the increase of the Countywide millage rate by 0.4 mills in FY 2020.
  - The millage rate increase would not affect the County's TIF contribution which is capped at 4.2698 mills but it would increase revenues for the County.

- The projection tables do not anticipate reductions in the DT CRA taxable values following the passage of the homestead amendment as there are relatively few homesteads in the District. However, the anticipated Countywide millage increase is applied to the District values to illustrate projected revenues.
- Beginning in FY 2020, the projection tables assume a two percent increase in taxable values. No new construction is accounted for in these tables aside from the three projects already in the pipeline for incentives from the DT CRA.
- As presented to the CRA in September, the three new projects begin paying property taxes on \$250 million in new construction in FY 2022 based on the following taxable values:
  - \$150 million: North American Properties (Firestone/Bloxham Annex)
  - o \$40 million: 4Forty North Apartments (Envision Credit Union)
  - o \$60 million: Washington Square
- County, City, and CRA staff concur that based on existing reserves and the next two fiscal years of TIF payments (FY2018 and FY2019) the DT CRA will have the funds necessary to meet its existing financial commitments for projects approved as of July 31, 2017.
- Beginning in FY 2022, based on the project values presented in the September CRA agenda item, the County would pay approximately \$1.1 million for the three new projects in the first year of inducements. Conversely, these new projects would generate a little more than \$1.1 million back to the County based on the portion of the County's millage rate that is not required to be contributed to the DT CRA.

Based on the these assumptions, Table #2 illustrates the projected County expenses (TIF payments to the DT CRA) and revenues (property tax collections generated from the three new projects) under Option #3 (Maintain the DT CRA but Explore Future Modifications) as requested by the CRA Board in order to assess how the three new projects impact revenues that may be available to offset the revenue losses associated with the passage of the homestead amendment. Although the CRA Board did not specifically include Phaseout Option #1 (Do not sunset the DT CRA) to be included in this analysis, its financial impact to the County is identical until such time that the CRA agrees to modify the scope of the downtown District in order to reduce costs and potentially pass along identified savings back to the County and City. Until those priorities are determined, the County's scheduled TIF payments would remain.

As shown in Table #2, it would take 12 years (FY 2034) for the County to reach an annual collection of \$1.4 million based on the additional revenue generated from the three projects. Taking into consideration the downtown district-wide growth in property tax collections, including the three new projects, would result in \$1.4 million of additional revenue being collected by FY 2022.

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Future Modifications (Option #3)		
	Expense:	<u>Revenue:</u>
	County TIF	Additional Property
	Payment to DT CRA	Tax to County
		(3 New Projects)
FY 2020	\$1,409,522	\$0
FY 2021	\$1,458,058	\$0
FY 2022	\$2,575,014	\$1,111,150
FY 2023	\$2,646,860	\$1,133,373
FY 2024	\$2,720,142	\$1,156,040
FY 2025	\$2,794,890	\$1,179,161
FY 2026	\$2,871,133	\$1,202,744
FY 2027	\$2,948,900	\$1,226,799
FY 2028	\$3,028,224	\$1,251,335
FY 2029	\$3,109,133	\$1,276,362
FY 2030	\$3,191,661	\$1,301,889
FY 2031	\$3,275,839	\$1,327,927
FY 2032	\$3,361,701	\$1,354,486
FY 2033	\$3,449,280	\$1,381,575
FY 2034	\$3,538,611	\$1,409,207

Table #2: Maintain the Downtown CRA but ExploreFuture Modifications (Option #3)

Given the required TIF payment in FY 2020 as depicted in Table #2, the County would need to anticipate alternative approaches to offsetting a \$1.4 million shortfall in FY 2020 as a result of the passage of the homestead amendment and continued TIF payments to the DT CRA. Alternative approaches to offset the \$1.4 million may need to be considered, including the utilization of fund balances, reduction in capital project funding, additional increase in the millage rate and/or reduction in County services.

The budget shortfall could be partially mitigated once the three new projects are completed. However, under this scenario the increase in additional property tax revenue would not be available until two years past the initial impact of the homestead passing thereby creating an immediate short term funding problem. Further, if any of the projects are delayed or ultimately valued less than projected this will cause a lesser amount of property taxes to be collected. Therefore, if the DT CRA is not phased out, staff recommends as part of the upcoming budget process, the Board review the adopted financial plan to address the additional shortfall. As presented previously, options to address this additional funding shortfall may include a higher millage increase, greater use of fund balance, reduction in capital project funding, and/or further service reductions.

However, if financial incentives are assumed to be necessary for new development to continue occurring in the DT CRA then the County's TIF payment is a good investment and Option #3 "Maintaining the DT CRA" should be considered. Under this assumption, future development in the DT CRA is not going to occur without financial incentives being provided by the CRA. To address the \$1.4 million not being maintained by the County, alternative approaches to address

the shortfall from the additional homestead exemption could be considered by the Board as part of the upcoming budget process.

Phaseout Options #2 and #4, as previously mentioned, are identical with regard to the County's finances because they would sunset they County's participation in the DT CRA at the conclusion of FY 2019. As reflected in Table #3, this would allow the County to offset revenue losses associated with the additional homestead exemption beginning in FY 2020 by redirecting its \$1.4 million TIF payment to County services.

Downtown CKA (Options $\pi 2 \propto \pi 4$ )		
	Expense:	<u>Revenue:</u>
	County TIF Payment	Property Tax to
	for the 3 New Projects	County
FY 2020	\$0	\$1,409,522
FY 2021	\$0	\$1,458,058
FY 2022	\$1,067,450	\$2,562,187

#### Table #3: Sunset the County's Participation in the Downtown CRA (Options #2 & #4)

Beginning in FY 2022, the three new projects would begin paying property taxes. In order to support the three new DT CRA projects included in these phaseout options, the County would reimburse the projects a portion of their property taxes based on an amount equivalent to the current County TIF millage rate in the DT CRA. Table #3 estimates the initial reimbursement for the three projects to total \$1.67 million in FY 2022. Table #3 also shows that once the three new projects have been completed in FY 2022, the County would receive an estimated \$2.56 million in revenue that year, realizing a \$1.1 million increase in revenue from the prior year. The County would also continue to receive a portion of the property tax associated with the growth in the rest of the DT CRA.

If financial incentives are assumed to no longer be necessary for new development to occur in the DT CRA then the County's TIF payment is no longer considered a good investment and either Option #2 or \$4 should be considered. Under this assumption, new development in the DT CRA is going to occur without the financial incentives being provided. The TIF payments made by the County are no longer necessary and the property taxes could be maintained by the County to assist in offsetting the loss in revenue from the homestead exemption. Currently, there are a number of projects in downtown either under construction or scheduled that are not receiving or being considered for support by the DT CRA. These projects include:

- The 'Ballard Building' at the corner of Monroe St. and Park Ave.
- The Florida Health Care Association's Education and Training Center at the corner of Park Ave. and Bronough St.
- A three-story office building for Florida Power & Light on the corner of Jefferson St. and Duval St.
- A two-story headquarters for the Capital City Consultants lobbying firm on the corner of Adams St. and Duval St.

In addition, many of the state properties identified earlier this year in a consultant's report have garnered redevelopment interest from the private sector despite not being within the DT CRA and subject to TIF incentives.

While Options #2 and #4 both have the same financial impact to the County, if selected, Option #4 will require further analysis regarding the composition of the CRA. Although multiple community development areas can be created by a City, Florida law calls for a singular governing agency and board of directors to be created to oversee the activities of all community development areas within a given City. Should the respective parties select Phaseout Option #4 whereby the City Commission wishes to continue operating the DT CRA, staff will coordinate with the City to prepare recommendations that resolve governance matters related to board composition, voting, etc.

In light of the fiscal plan approved by the Board, the sunsetting of the DT CRA by FY 2020 (Option #2) or the withdrawal of the County's future financial participation (Option #4) is a vital component to the County's financial viability without further raising the millage rate, relying on fund balance, or reducing County services. This analysis finds that the obligations of the DT CRA will not require a TIF contribution from the County beyond FY 2019 to satisfy existing project commitments. Once the new projects have been completed in FY 2022, the TIF generated from the three new projects will provide enough revenue to fulfill the CRA commitments.

#### Expansion of the Greater Frenchtown/Southside CRA

At the conclusion of the September 25th CRA meeting, the CRA Board discussed the possible expansion of the GFS CRA boundaries to include additional neighborhoods along Orange Avenue, east of Meridian Street and the Bond neighborhood, west of Pasco Street (Attachment #9). Following a presentation by staff and discussion by Commissioners, the CRA Board directed CRA staff to bring back a more detailed blight analysis of the study area to include better defined boundaries and a schedule for required actions.

Although the blight analysis and definition of the boundaries will take time to bring back before the CRA Board, staff does not recommended further consideration to expand the GFS CRA or create new CRAs until agreements are in place to sunset the County's participation in the DT CRA by FY 2020.

#### Conclusion

Per the Interlocal Agreement between the County, City, and CRA, the term for the DT CRA is set to expire in 2039. The DT CRA has significant financial assistance agreements and obligations that extend beyond FY 2019. The County's FY 2018 budget includes \$1.035 million as a payment for the Downtown CRA. Based on historic trends, the County's payment to the CRA is projected at \$1.4 million in FY 2020. The Board's recent approval of the County's long term fiscal plan to address the passage of the additional homestead exemption including the decision to sunset the DT CRA by FY 2020 can be accomplished by approving either Phaseout Option #2 or #4. These Phaseout Options are identical with regard to the County's finances but under Phaseout Option #4, the City would independently operate the DT CRA following the County's withdrawal at the end of FY 2019.

It is important to note that under Florida Law, a CRA cannot technically dissolve if it still has any outstanding project obligations or debts. The County's focus has been to discontinue funding the DT CRA by FY 2020 aside from fulfilling its financial obligations for project commitments already approved by the CRA Board. Staff does not anticipate that the DT CRA will require a TIF contribution from the County beyond FY 2019 to satisfy the earlier project commitments. Once the new projects have been completed in FY 2022, based on the information provided in the CRA agenda materials, the analysis finds that the TIF generated from the three new projects will provide enough revenue to fulfill the CRA commitments with the possible exception of the costs of the public parking spaces adjacent to Cascades Park. Once the terms, conditions, and repayment schedule have been finalized, this parking project may require the City, County and CRA to provide additional funding in support of this obligation.

In light of the fiscal plan approved by the Board to address the proposed additional homestead exemption, the sun-setting of the County's financial participation in the DT CRA by FY 2020 (Option #2 or #4) is an existing component in support of County's financial viability without further raising the millage rate, relying on fund balance, reducing capital projects and/or reducing County services. Further, based on the new private sector investment occurring in downtown without financial incentives, the analysis indicates the DT CRA may no longer be necessary to stimulate private sector investment in downtown.

However, if it is determined that financial incentives are necessary to continue to stimulate private sector investment in downtown, then the County's TIF payment would be considered a good investment and continued support of the DT CRA should be considered through the implementation of Option #3. Under Option #3, the County would not realize the \$1.4 million beginning in FY2020, thereby creating an immediate short term problem. Under Option #3, staff recommends that during the budget process recommendations to modify the financial plan be considered to address the \$1.4 million shortfall, which may include additional use of fund balances, reduction in support for capital projects, increase in the millage rate and/or service level reductions.

The City Commission will discuss this matter at its meeting on October 25, 2017 followed by the CRA Board on November 9th. Should these deliberations not result in an agreement to sunset the DT CRA, staff recommends preparing revised fiscal plan options for the Board's consideration during the FY 2019 budget process in order to continue guiding the County's finances in a prudent manner.

Staff recommends the Board continue its pursuit to sunset the DT CRA by 2020 as described in Phaseout Options #2 and #4. This will require the approval of both the City Commission and CRA Board. Should the City and CRA concur with the Board's direction, staff will bring back an amended DT CRA Interlocal Agreement by February 2018 reflecting the agreed upon changes. However, if the City Commission does not concur with Phaseout Options #2 or #4 allowing the County to withdraw its participation from the CRA by FY 2020, staff will bring back a revised fiscal plan during the FY 2019 budget process if there is no agreement to phase out the DT CRA.

And finally, staff recommends deferring further consideration regarding the expansion of an existing CRA or the creation of a new CRA until an agreement has been executed so sunset the County's participation in the DT CRA by FY 2020.

#### **Options:**

- 1. Accept the status report on the Sunsetting of the Downtown Community Redevelopment Area and direct the County Administrator to formally notify the City of the policy options herein adopted by the Board.
- 2. Direct the County Administrator to bring back an amendment to the Downtown CRA Interlocal Agreement by February 2018 to sunset the County's participation by FY 2020, subject to the support of the City Commission, based on Phaseout Options #2 or #4 presented in this item as they are financially equivalent for the County.
- 3. Do not consider the expansion of an existing CRA or the creation of a new CRA until an agreement has been executed to sunset the County's participation in the Downtown CRA by FY 2020.
- 4. Direct staff to bring back a revised fiscal plan during the FY 2019 budget process if there is no agreement to phase out the DT CRA.
- 5. Support the Downtown CRA Option #3, which maintains the County's full participation in the Downtown CRA and direct staff to bring back a revised fiscal plan during the FY 2019 budget process.
- 6. Do not accept the status report on the Sunsetting of the Downtown Community Redevelopment Area.
- 7. Board Direction.

#### **Recommendation:**

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

#### Attachments:

- 1. June 20, 2017 budget discussion item regarding the homestead amendment and the County's proposed financial plan.
- 2. July 11, 2017 letter to City regarding the County's desire to sunset the Downtown CRA.
- 3. July 19, 2017 CRA agenda item regarding the Phaseout of the Downtown CRA.
- 4. September 25, 2017 CRA agenda item regarding the Firestone/Bloxham Redevelopment.
- 5. September 25, 2017 CRA agenda item regarding 4Forty North Apartments.
- 6. September 25, 2017 CRA agenda item regarding Washington Square project.
- 7. September 25, 2017 CRA agenda item regarding the Phaseout of the Downtown CRA.
- 8. Projected Revenues and Expenses for the Downtown CRA Sunset Phaseout Options, prepared by CRA staff.
- 9. September 25, 2017 CRA agenda item regarding the expansion of the Greater Frenchtown/Southside CRA.

## Leon County Board of County Commissioners Budget Workshop Item # 3 June 20, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Fiscal Plan Options to Address Additional Homestead Exemption

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

#### Statement of Issue:

For the first time in a decade, Leon County is not facing significant budgetary shortfalls for the upcoming fiscal year at this point in the budget process. As a result of what has been a slow economic recovery for Leon County from the depths of the historic recession, FY18 is projected to be the first year property tax collections approach pre-recession levels and are expected to begin to approximate costs. However, beginning in FY2020 the proposed constitutional amendment providing an additional \$25,000 homestead exemption immediately reduces property tax collections by \$7.2 million annually, disrupting our local economic recovery. This item presents the Board with several options to properly plan for the financial impact if the amendment passes. The implementation of a financial plan allows the County several budget cycles to mitigate the impacts to citizens and to ensure Leon County's long term fiscal viability.

#### **Fiscal Impact:**

This item has a fiscal impact. If approved, the additional homestead exemption would cause an estimated \$1.0 bi llion loss in taxable homesteaded property valuation having an estimated recurring fiscal impact of \$7.2 million.

#### **Staff Recommendation:**

Option #1: Accept the report on the impacts of the additional \$25,000 homestead exemption.

Option #2: Board Direction for implementation of one of the four options presented in this item to prepare for the possible future impacts of the additional \$25,000 hom estead exemption.

#### **Report and Discussion**

#### **Background:**

During the final week of the 2017 legislative session, the House and Senate gave final approval to HB 7105, a joint resolution that will place a constitutional amendment on the 2018 general election ballot to provide an additional \$25,000 homestead exemption for all ad valorem taxes except those levied by school districts. If adopted by an affirmative vote of at least 60% of the statewide electorate in 2018, the amendment would create a new \$25,000 homestead exemption applicable to the value of homesteaded property between \$100,000 and \$125,000. If this referendum passes, Leon County would see a loss of \$7.2 million in ad valorem taxes based on the current 8.3144 millage rate. The statewide impact would be an estimated \$644 million.

The amendment would become effective January 1, 2019. The Legislature also passed an implementing bill, HB 7017 that holds fiscally constrained counties harmless should the constitutional amendment be approved. The implementing bill directs the Legislature to appropriate funds to offset property tax losses in fiscally constrained counties attributable to the increased homestead exemption. This "carve-out" for fiscally constrained counties is not part of the proposed constitutional amendment, and the Legislature would have to budget for this relief every year.

Similar to the proposed 2018 referendum, in 2008 A mendment #1 provided a second \$25,000 homestead exemption on the \$50,000 - \$75,000 portion of the taxable value of a homestead. The referendum passed 64% to 36% statewide; however, in Leon County Amendment #1 failed 36% to 64%. The economic impact to Leon County was \$9.8 million.

Given the significant fiscal impact of Amendment #1 in 2008, numerous budgetary options were considered to mitigate the loss in revenue and corresponding impacts to County programs and services. Ultimately, to ensure the long term financial viability of the County, the Board approved increasing the millage rate by 0.6370 mills from 7.2130 to 7.85 mills. While the millage increase provided additional revenues, it did not completely offset the \$9.8 million revenue loss. Even with this partial off-set, reductions were made to County services to compensate for the remaining lost revenue. Branch library hours were reduced from 52 to 40 hours per week, a stormwater maintenance crew was eliminated, the risk management program was redesigned, take home vehicles were eliminated, and some health care costs were shifted to employees.

Following the approval of the additional homestead exemption in 2008, the slow economic recovery caused continuous reductions in property and sales tax revenues which resulted in unprecedented challenges for the County to maintain a balanced budget, while maintaining quality services. However, the County did not offset for the precipitous loss of tax revenue due to a steep decline in property values by raising the millage rate further. Instead, the County was deliberate in providing relief to citizens, during the toughest years the economy was in decline and at its bottom, by not raising fees and reduced property taxes by leaving the millage rate flat at 7.85. These actions allowed property owners to receive a total of \$13 million in property tax savings.

During this time, by reviewing the organization from top to bottom and implementing transformational, organizational, cultural and structural change, Leon County reduced its budget by more than \$62 million and its workforce by more than 83 positions, a 5% reduction, with no layoffs. This restructuring allowed the County to reduce costs while minimally effecting service levels to the community.

In FY 2013, in order to stem the tide of an eroding tax base and to preserve the expected level of essential services, the Board approved the rolled-back rate of 8.3144, which only ensured that the same amount of property taxes received in FY 2012 were collected in FY 2013.

As discussed at the April 23, 2017 Budget workshop, for the first time in ten years, with modest growth in property values and a constant millage rate, the County was not facing a significant budget shortfall. The 8.3144 millage rate has remained constant for the past five years. Coming out of the recession, and as part of the County's deliberate and reasoned long term fiscal planning, the budget continues to maintain the 8.3144 millage. By keeping the millage rate constant, this allowed significant property tax relief during the recession. H owever, with increasing values, the County has also been deliberate in maintaining the millage to offset annual inflationary pressures. Increasing values with a constant millage rate allowed Leon County to maintain a quality level of service, budget appropriately for capital projects by drawing down the use of recurring fund balances and avoiding the need to issue debt.

In anticipation of Amendment #1 and to address state mandated property tax reform which forced a reduction in the Countywide millage rate in FY2007, Leon County took proactive measures to avoid making drastic budget reductions at one-time. A hiring freeze was implemented, a voluntary separation program was created, capital projects were deferred, and operating program reductions were initiated. Similarly, subsequent to the legislature approving the November 2018 r eferendum, the County Administrator has imposed a temporary hiring freeze for non-essential employees and recommended immediate capital project deferrals as part of several of the options presented. Continuing operating personnel and programmatic freezes or reductions and capital project deferrals are contingent on Board direction at the budget workshop.

#### Analysis:

Through years of economic recession, despite an era of unfunded mandates and cost-shifts, and in the face of perennial state policy and political ideology that has ignored fundamental flaws and further perpetuated inequities in the tax structure, Leon County has positioned itself to remain fiscally viable and responsible to our citizenry. But it has not been easy. The County has been guided by consistent leadership of the Board of County Commissioners which balanced the needs of our community with sensitivity to the taxpayer and has benefited from strong and strategic fiscal and operational management. Over the past decade, during the hardest economic times, the County maintained fees and passed on s ignificant property tax savings while maintaining quality services and a balanced budget. During this time, to ensure that the allocation of our limited resources aligns with the highest priorities of the Board, the County launched a rigorous strategic planning overhaul. To constrain budgetary growth and ensure the optimization of these limited resources, the County has eliminated positions, realigned functions, and leveraged technology. A s a core practice, Leon County employees have identified significant cost avoidances and budgetary cuts, while continuing to maximize efficiency, drive performance and deliver results for the community. In taking advantage of the financial markets, the County has refinanced and restructured long term debt which has produced significant recurring cost savings. All of these actions resulted in the Fitch Rating Agency raising Leon County's debt rating.

While Leon County has taken extraordinary efforts to constrain budgetary growth and be positioned for long term fiscal stability coming out of the recession, the Florida Legislature's intent is to once again constrain local government. The amendment takes a "one size fits all" approach for all counties, even though many Florida Counties have recently experienced significantly higher property growth rates than Leon County and therefore have greater financial flexibility to address the impacts of the referendum. In addition, the amendment further reduces the County's financial flexibility to provide essential public services mandated by the state. **This, despite the fact that during the past decade Leon County's budget has grown at a far slower pace than the State's own budget.** 

In summary, the additional homestead exemption will create even more inequities to the Florida property tax system that already picks winners and losers. As designed this new exemption transfers the tax burden to non-homesteaded properties such as businesses and renters who currently receive far less property tax relief than homesteaded property owners. In response to the referendum, local governments will either reduce services or increase the property taxes of businesses and renters by increasing the millage to offset the fiscal impact; the additional exemption is a tax shift, not a tax cut.

If the property tax referendum is approved by voters in November 2018, t he \$7.2 million recurring impact starts with the FY 2020 budget. The fiscal plan options presented provide the Board with alternatives which will dictate the fiscal plan to be implemented over the next three budget cycles. Without a fiscal plan, the only options available in FY 2020 would necessitate significant budget reductions or a substantial millage increase to offset the entire revenue loss.

#### Approach to Developing Options

The fiscal plan options presented here are designed to ensure the long term fiscal viability of Leon County while minimizing any property tax rate increase. W hile balancing taxpayer sensitivity, each of the options prioritizes maintaining funding levels for essential public services and the continued maintenance of core infrastructure. To ensure the delivery of County services continues to meet the basic quality metrics of safety, functionality, and professionalism, all options reflect the necessity to retain a competent and qualified workforce (especially important when employee numbers and other resources may shrink), and avoid budget gimmicks like "across-the-board" cuts or further reductions in employee pay or benefits. F inally, by implementing a fiscal plan early, this allows the County to minimize the potential for any employee lay-offs.

In developing the options, staff evaluated all current and future aspects of the County budget and finances. The options consider impacts of the proposed referendum and other future competing demands for financial resources. Future financial demands include: significant on-going maintenance of the County's aging infrastructure; increased recurring funding to support EMS

services; and the potential for increased costs to provide fire protection in the unincorporated area. Options to utilize future debt service savings in support of these other financial needs without the need to increase other taxes or fees is presented later in this budget discussion item.

In addition to these competing financial demands, the legislature has indicated that future budgetary constraints are likely to be imposed on local governments. The continued use of long term financial planning is consistent with previous budget cycles and best positions the County budgetarily to address anticipated and unanticipated fiscal demands.

The fiscal plan options were each developed using some or all of the following elements:

- Property Tax Offset
- Phase out of the Downtown CRA by 2020
- Operating Budget Reductions
- Fund Balance

Following the fiscal plan options are recommendations on the utilization of the recurring funding resulting from the debt service retirement.

#### Property Tax Offset

As a political sub-division of the State of Florida, the County's ability to increase revenue is severely limited by the Florida Constitution and Statutes. The County has the authority to levy 10 mills for countywide services and a separate 10 mills for municipal services (MSTUs). The general countywide millage rate is currently 8.3144 mills and property taxes collected against the millage rate can be used for any lawful purpose.

The options range from levying an additional 0.5 mills to offset the entire \$7.2 million revenue reduction, to not increasing the millage rate at all. As discussed in detail later in this item, regardless of the option selected, a vast majority of homesteaded property owners will realize a cost savings over the prior year regardless of any millage increase. Correspondingly, as the proposed exemption does not apply to non-homesteaded properties, or homesteaded properties valued less than \$100,000, any millage increase would result in an increased property tax payment for these properties (assuming the property's taxable value either stays the same or increases).

A dedicated municipal services taxing unit (MSTU) is an alternative approach to increasing the countywide millage rate. Unlike the general countywide millage rate, Countywide MSTUs (like EMS) require the assent of the City of Tallahassee to be levied in the City limits. By assenting to an MSTU this correspondingly reduces the City's overall 10 mill cap by a like amount. As MSTU's are collected for a dedicated purpose, any future growth in collections would also need to be set aside for this specific dedicated purpose. To continue to provide the County the maximum flexibility in addressing the current and future competing demands of the County budget, the creation of a new MSTU is not recommended at this time.

**Key Points:** With the significant recurring revenue loss resulting if the homestead exemption passes, some level of millage increase included in Options #1, #2, or #3 best positions the County for long term fiscal stability by mitigating the severity of programmatic cuts or relying on the use of one-time resources to address a recurring problem.

#### Phase Out the Downtown CRA by 2020

During the December 2016 Annual Retreat, the Board established the County's FY 2017-FY 2021 Strategic Plan. As a part of the Economic Strategic Priority, the Board adopted the following Strategic Initiative: "Evaluate sunsetting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City."

At the City Commission Retreat on January 11, 2017, City Commissioners also expressed an interest in discussing the future of the CRA districts in light of several ongoing initiatives related to Southside revitalization efforts including the County's long-term interest in redeveloping the Fairgrounds and the joint County/City efforts to ensure the availability of affordable housing. The City Commission directed staff to bring these matters back as part of a comprehensive workshop during the calendar year.

Given the mutual interest in exploring modifications to the existing CRA districts, County and City staff began formulating an analysis to be presented to both Commissions providing a comprehensive overview of the two distinct CRA districts, examining the levels of public and private investment as a result of those districts, their return on investment and performance since creation, and any outstanding financial obligations. However, this analysis was put on hold once the 2017 Florida Legislature began consideration of HB 13 and SB 1770 which, as originally proposed, would have phased out the existence of CRAs and prohibited the creation of new CRAs.

Throughout the legislative session, staff provided the Board information on HB 13 and SB 1770 through the weekly Capital Updates and the Legislative Dialogue Meetings. In light of the potential outcome of this legislation, staff planned to reinitiate the analysis of the existing CRA districts following the conclusion of the 2017 legislative session. The City, through the CRA Board, took the same approach. Although the House approved a modified version that would have imposed some financial and transparency requirements, no l egislation was ultimately approved by the Senate relating to this CRA matter.

The FY2018 preliminary budget includes \$1.035 million as a payment for the Downtown CRA. Based on historic trends, the payment is projected at \$1.4 million in FY2020. Several of the options presented contemplate the \$1.4 million being available to offset the property tax reduction. If approved by voters, the additional homestead exemption will also negatively affect the City's budget. Therefore, the sunsetting of the Downtown CRA by FY2020 could also be beneficial to the City.

Based on the County's Strategic Initiative, the City's willingness to discuss the future of the CRA districts, the conclusion of the 2017 legislative session without changes to the structure or

existence of CRAs, and the anticipated loss of revenue associated with the additional homestead exemption, staff recommends continuing to work with the City to formally dissolve the Downtown CRA prior to FY 2020.

**Key Points:** The sunsetting of the downtown CRA by 2020 in Options #2, #3 or #4, realizes significant recurring savings, mitigates budget cuts and tax rate increases and does not appear to be necessary any longer to stimulate private sector investment in downtown.

#### **Operating Budget Reductions**

In evaluating potential budget reductions, the focus was on maintaining mandatory essential services. Consistent with previous approaches, budget reductions eliminate complete programs as opposed to arbitrary "across the board" cuts to all program areas. By avoiding "across the board" reductions, remaining programs are properly funded, and able to continue to meet service obligations, citizen demands and community expectations.

To generate significant savings in recurring funding required the identification of large "nonmandatory" program areas. The term "non-mandatory" is only used as a basis of comparison to what programs and funding the County is required to support pursuant to the Florida Constitution, Florida Statues and the County Charter. Potential reductions include:

- \$1.739 million: Eliminate support for the primary healthcare program.
- \$1.200 million: Eliminate support for the Community Human Services Partnership (CHSP).
- \$711,000: Program eliminations, including: Literacy Program, Closing the Main Library on Fridays, Federal and State Lobbying contracts, Enhanced Canopy Road Tree funding, Summer Youth Program, and County Event Sponsorships.
- \$614,000: Outside Agency funding elimination, including: Trauma Center, Senior Citizens Foundation, Legal Services of North Florida (reduced to statutory levels), Whole Child Leon, Domestic Violence Coordinating Council, United Partners for Human Services, Sharing Tree, OASIS Center and Sustainable Tallahassee.
- \$235,000: Constitutional Officers. By Florida Statute, the County is required to fund the Constitutional Officer budgets. Depending upon final direction from the Board, a formal request would be made for the Constitutional Officer's to participate in future budget reductions. At this time, the \$235,000 is a minimal targeted amount, actual amounts could be greater.

**Key Points:** Over the past decade, Leon County has implemented significant programmatic reductions and, as is reflected again in this year's budget process, staff continues to identify cost avoidance measures and efficiency enhancements to further mitigate cost increases. Leon County continues to maintain the lowest net operating

budget, the lowest net budget per capita and the lowest number of employees per 1,000 citizens versus our comparable Florida Counties. As included in Option #4, operating budget reductions eliminate completely several significant discretionary human services programs, including primary healthcare, CHSP funding, support for additional outside service agencies as well several County specific programs. While reductions mitigate the need for any property tax offset, given our previous efforts, further cuts would result in a significant number of citizens impacted by a degradation in levels of service or elimination of programs.

#### Fund Balance

Fund balance is typically accumulated to support cash flow, emergency needs, unforeseen revenue downturns and one-time capital projects. Additionally, fund balance accumulation is a significant consideration for bond rating agencies, and is necessary to address unforeseen cash flow needs such as debris removal related to hurricanes prior to any FEMA reimbursement. The options presented range from no i ncrease in the use of fund balance to an increase of \$1.3 million. Currently, the County is using \$2.5 million in general fund balance annually to support the budget, with the continued goal of annually reducing this amount. A n increase by \$1.3 million raises the annual amount to \$3.8 million. The County has reduced the use of fund balance by 50% since FY 2015 when for one fiscal year \$5.0 million was used to balance the budget. Utilizing \$5.0 million of recurring fund balance annually to balance the budget is not a sustainable financial practice as the County's five year capital improvement program is dependent on these resources being available for future projects.

The increased use of recurring fund balance to support the budget reduces the accumulation of fund balance to support capital projects. As a financial practice, accumulated fund balances are used as part of "fund balance sweeps." These fund balance sweeps allows the County to maintain the capital program through the use of current resources. This approach has allowed the County to fund significant one-time capital projects (i.e. Consolidated Dispatch Center and Branch Libraries). Without fund balance accumulation, the County may need to consider issuing debt to support future capital project needs. If an option is selected that uses the additional recurring fund balance to support the homestead exemption, staff recommends several existing and planned new capital projects not be funded in the five year capital program.

Two evaluation criteria were utilized in determining which projects should be recommended for elimination. First, the project needs to be funded through the use of accumulated fund balances or general revenue. In addition to accumulated fund balances and general revenue, the County's capital program is supported by a number of dedicated revenues sources such as sales tax, grants, and tourism taxes. Eliminating projects supported by these dedicated revenues (i.e. St. Marks Headwaters Greenway, Magnolia Drive Multi-Use Trail, and Ford's Arm South Water Quality and Flood Reduction project) does not assist in offsetting the use of recurring fund balance.

Second, funding for the maintenance of existing aging infrastructure was prioritized over the addition of new projects. As discussed previously in detail in the FY2018 Overview Budget Discussion item, staff continues to evaluate and implement new approaches to reduce the overall cost of the County's maintenance capital budget. However, even with new approaches, the majority of the capital program is still dedicated to the maintenance of existing aging

infrastructure. Significant recurring investment is required to maintain over 1.5 million square feet of facilities (including large aging buildings such as the Courthouse, Jail, and Main Library), 22 boat landings, 3,847 acres of greenways, trails, and parks, six community centers, seven libraries, miles of stormwater conveyances, numerous stormwater ponds, and our computer and network environment which supports not only the County but the Judiciary and Constitutional Officers.

After taking into consideration funding sources and maintenance projects, the County has very few new capital projects supported by general revenue or accumulated fund balances. Projects identified for elimination in Options #3 and #4, include: the expansion of the Apalachee Regional Park beyond those amenities necessary to support the cross country running track, the additional baseball field at Chaires Park, playground equipment for Fort Braden park, completion of parking and trailhead for Northeast Park, the new signature blooming feature at Pedrick Park adjacent to the Eastside Branch Library, and the new street lighting program. However, if the referendum did not pass funds for these projects could be restored in FY2020, at the direction of the Board, from the accumulated capital project fund balances.

As discussed at the April 2017 Budget Workshop, the master plan for the Apalachee Regional Park was originally planned to be presented at the June 20 budget workshop. The master plan is currently being finalized, including phasing and funding options. Pending Board direction to implement a specific option or other direction, the master plan will be presented at the Board's July 11, 2017 regular meeting for inclusion in the five year capital improvement program.

**Key Points:** The increase use of additional recurring fund balance in Options #3 or #4 is appropriate to mitigate a property tax increase and reduce the level of budgetary reductions; however, this approach eliminates funding for new capital projects. The use of fund balance should be reduced in the future once the short-fall is mitigated.

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## **Options Summary**

Table #1 provides a summary of the four proposed options and Table #2 provides a summary of taxpayer impacts. For all options, the average homesteaded property owner has a property tax savings resulting from the new exemption. Following the table are detailed descriptions of each option, associated taxpayer impacts and FY2018 & FY2019 impacts.

	Option #1 0.5 Mills	<u>Option #2</u> 0.4 Mills	Option #3 0.3 Mills	Option #4 No Millage
	New & Maintenance CIP	Downtown CRA Phase-Out	Downtown CRA Phase-Out	Downtown CRA Phase-Out
		New & Maintenance CIP	Additional Recurring Fund Balance	Operating Reductions Additional
			Maintenance CIP Only	Recurring Fund Balance
				Maintenance CIP Only
Revenue Loss Due to Additional Homestead Exemption	\$7,200,000	\$7, 200,000	\$7, 200,000	\$7, 200,000
Increased Property Tax Collection	\$7,200,000	\$5,800,000	\$4,500,000	
Phase-out Downtown CRA by 2020		\$1,400,000	\$1,400,000	\$1,400,000
Operating Budget Reductions				\$4,500,000
Additional Recurring Fund Balance			\$1,300,000	\$1,300,000
Total Increased Revenue & Decreased Expenditures	\$7,200,000	\$7,200,000	\$7,200,000	\$7,200,000

## Table #2: Annual Impact for Average Homesteaded Property Owner*

	<u>Option #1</u> 0.5 Mills	<u>Option #2</u> 0.4 Mills	<u>Option #3</u> 0.3 Mills	Option #4 No Millage
Savings from Additional Homestead Exemption	\$208	\$208	\$208	\$208
Increase from Proposed Millage Adjustment	(\$42)	(\$34)	(\$25)	0
Total Savings	\$166	\$174	\$183	\$208

* The current average value for a homestead property in Leon County is \$159,000.

## **Option #1**

In FY 2020, this option replaces all of the reduced revenue with a corresponding millage increase (0.50 mills). This option places the County in the most favorable long term financial position by continuing to fund the budget with dedicated recurring revenue. This option does not increase

the use of fund balances, allowing resources to continue to be accumulated for new capital projects.

*Taxpayer Impact:* As reflected in Table #2, the additional \$25,000 exemption would provide a \$208 annual savings. For the average homesteaded property, 0.5 mills increases the property tax payment by \$42. The net property tax savings for this option would be \$166 annually. Non-homesteaded property owners do not benefit from the exemption and any tax increase depends upon the property's taxable value (i.e. a 0.5 mill increase for \$150,000 taxable value results in a \$75 annual or \$6.25/monthly increase in property taxes.)

*FY2018 and FY2019 Impacts:* This option does not have any impacts on the current and following fiscal year budgets.

## Option #2

This option replaces the reduced revenue with a combination of a millage increase (0.40 mills) and the phasing out of the downtown CRA, and places the County in a favorable long term financial position. This option does not increase the use of fund balances, thereby allowing resources to continue to be accumulated for new capital projects.

*Taxpayer Impact:* As reflected Table #2, the additional \$25,000 exemption would provide a \$208 annual savings. For the average homesteaded property, the 0.4 mill increases the property tax payment by \$34. The net property tax savings for this option would be \$174 annually. Non-homesteaded property owners do not benefit from the exemption and any tax increase depends upon the property's taxable value (i.e. a 0.4 mill increase for \$150,000 taxable value results in a \$60 annual or \$5.00/monthly increase in property taxes.)

*FY2018 and FY2019 Impacts:* As part of this option, the County would request the City to sunset the Downtown CRA by FY2020.

## **Option #3**

While this option does contemplate a millage increase (0.30 mills) and the phasing out of the downtown CRA, the overall long term fiscal strength of the County is reduced. The use an additional \$1.3 million in recurring fund balance reduces the accumulation of resources for capital project sweeps. As noted above, to offset the use of the recurring fund balance, several new capital projects would not be funded as part of the five year capital program.

*Taxpayer Impact:* As reflected in Table #2, the additional \$25,000 exemption would provide a \$208 annual savings. For the average homesteaded property, the 0.3 mill increases the property tax payment by \$25. The net property tax savings for this option would be \$183 annually. Non-homesteaded property owners do not benefit from the exemption and any tax increase depends upon the property's taxable value (i.e. a 0.3 mill increase for \$150,000 taxable value results in a \$45 annual or \$3.75/monthly increase in property taxes.)

*FY2018 and FY2019 Impacts:* Implementation of this option has implications for the capital budget over the next two fiscal years. Several new capital projects would be stopped to allow for the accumulation of funding for future capital maintenance projects.

As part of this option, the County would request the City to sunset the Downtown CRA by FY2020.

## Option 4

This option is the least favorable to the County's long term financial viability. This option contemplates no increase to the millage rate, uses additional recurring fund balance, contemplates phasing out of the downtown CRA and implements significant operating budget reductions.

*Taxpayer Impact:* As reflected in the table, the additional \$25,000 exemption would provide \$208 in annual savings.

*FY2018 and FY2019 Impacts:* Implementation of this option has the most direct impacts for the current and next fiscal year. Several new capital projects would be stopped to allow for the accumulation of funding for future capital maintenance projects.

As part of this option, the County would request the City to sunset the Downtown CRA by FY2020.

Several of the operating reductions involve the elimination of filled library positions. To avoid possible future lay-offs, the County would maintain vacancies to provide positions for the impacted employees resulting from any program eliminations.

To allow adequate time for preparation, Primary Healthcare, CHSP and outside agency recipients would be notified of possible future budget reductions.

Constitutional Officers would be requested to begin identifying possible budget reductions for FY2020.

## Allocation of Future Debt Service Reduction

In developing the fiscal options for the Board, staff took into consideration other issues on the horizon which would have significant impact and result in tax or fee increases in close proximity to fiscal plan option implementation. Increases in the EMS MSTU in FY2020 and in the Fire Services Fee in FY2021 were to be considered as part of the County's long term financial plan.

Regarding EMS, as directed by the Board during the FY2015 budget process, the County has been deliberately using EMS fund balance to support the on-going operations of EMS. This approach was implemented to defer as long as possible any potential need to reduce service levels or consider an increase to the EMS millage rate. Projections show that the use of EMS fund balance can continue until through FY2020 without any decrease in current service levels.

With regard to fire protection, the fire services fee study established the current fee through FY2020. In recognizing taxpayer sensitivity to increases in the fire services fee, the Board authorized one-time unincorporated area fund balances be utilized to mitigate increases to residential property owners for two years. The existing interlocal agreement with the City provides for future negotiations to address increased costs for fire protection. To impose a new fee requires the mailing of first class letters to thousands of property owners in the

unincorporated area notifying them of the proposed increase and conducting a public hearing. The Board has previously expressed concerns over the fire fee and continues to receive constituent complaints.

Continuing to recognize taxpayer sensitivities and given the proximity in time of a possible Countywide millage rate increase in FY2020 to an increase in both the EMS MSTU and Fire Services fee, staff analyzed opportunities to eliminate the need to raise these taxes and fees. Without additional recurring revenue, budget cuts would be required to offset any tax or fee increase. These budget cuts would result in a significant decline in service levels for EMS, including reduced response times. Similarly, budget reductions would be required in the Fire Department without additional recurring revenues.

Without an increase in taxes or fees and acknowledging the need to maintain service levels, staff evaluated using savings from reduced debt service obligations to support EMS and fire. As specified in the FY 2017- 2021 Strategic Plan, annual debt service payments will be reduced by 61% from the current \$8.6 million per year to \$3.3 million by FY 2021. This reduction, in conjunction with moderately increasing property tax revenues, and the continued constraining of expenditures, will place the County in an even stronger financial position in the future. Table #3 shows the County's debt service payments beginning in FY2017.

	Table #3	
Leon County Long-Term Debt Service Savings		
Debt Service Year	Payment	Savings
FY 2017	\$8,566,346	N/A
FY 2018	\$8,117,944	\$448,402*
FY 2019	\$7,636,824	\$481,120*
FY 2020	\$7,635,195	\$1,629
FY 2021	\$3,333,556	\$4,301,639

*FY 2018 and FY 2019, the debt service savings is recommended to support the capital program.

In FY2021, debt service payments will be reduced permanently by \$4.3 million. The reduced debt service savings could be reallocated to eliminate any increase in the EMS MSTU and the fire services fee. Detailed financial plans for EMS would continue to be developed over the next several budget cycles to determine the actual amount of funding needed. In addition, future negotiations with the City would determine the increased cost of fire protection. However, staff's preliminary analysis indicates that the \$4.3 million in debt service savings will be more than sufficient to support both requirements. Any excess savings are recommended to support the capital improvement program.

While this budget discussion item has focused on the passage of the homesteaded amendment, the referendum also may not pass. If the referendum fails, and still recognizing taxpayer sensitivities, staff still recommends the Board utilizing a portion of the debt service savings to support any increase in the cost of fire services and not increase the fire services fee. However, consistent with the current long term financial plan, staff recommends that the Board may wish to consider an increase of 0.15 mills to support EMS. This approach allows the balance of the

debt service savings to be allocated towards the capital improvement program. The accumulation of these additional funds allows for future large scale capital projects (i.e. Libraries, Jails, Courtrooms, lake restoration, etc.) to be constructed without the need to issue debt.

## **Overall Impacts of Additional Homestead Exemption**

As shown previously in this item, regardless of the option selected, the average homesteaded property owner realizes a property tax savings from the previous year. However, given how the exemption is applied, certain homesteaded properties do not receive any benefit from the exemption. T he Florida Legislature designed the new exemption similarly to the 2008 exemption. If passed, the three homestead exemptions would be applied as follows:

- Property valued between \$0 to \$25,000 is exempt.
- Property valued between \$25,001 and \$50,000 is taxable.
- Property valued between \$50,001 to \$75,000 is exempt (2008 Amendment #1).
- Property valued between \$75,001 to \$100,000 would continue to be taxable.
- Property valued between \$100,001 to \$125,000 is exempt (November 2018 ballot).

For illustration purposes, Table #4 summarizes the fiscal impact of a 0.5 mill increase to homesteaded properties with the passage of the additional exemption. Under this scenario, over 65% of homesteaded property owners would continue to have a reduced property tax bill. Other millage rate scenarios provide similar results.

<u>Monthly</u> Fiscal Impact Homestead Exemption Passes and 0.5 mill increase	Approximate # Homesteaded Parcels	% of Total Homesteaded Parcels
Savings of up to \$17.33	36,190	65%
Increase of less than \$1.00	5,770	10%
Increase between \$1.00 to \$2.00	13,024	24%
Increase of more than \$2.00	461	Less than 1%

 TABLE #4: Homesteaded Property Impacts

## Conclusion

Throughout the last decade of property tax reform and the "Great Recession", Leon County has planned, economized, and exercised enormous budget constraint as a responsible fiscal steward and a financially viable organization. To constrain budgetary growth and ensure the optimization of limited resources, the County has eliminated positions, realigned functions, and leveraged technology. As a core practice, Leon County employees have identified significant cost avoidances and budgetary cuts, while continuing to maximize efficiency, drive performance and deliver results for the community. In taking advantage of the financial markets, the County has refinanced and restructured long term debt which has produced significant recurring cost savings.

Over this time period, Leon County's budget has in fact grown slower than the State of Florida's own budget. However, the new homestead exemption goes right to the County's tax base, not the States, and would reduce revenue collections by approximately \$7.2 million annually. The

impacts of the referendum will be the most significant fiscal challenge the County has faced since the last homestead exemption increase. Unlike FY2008 when the millage rate increased 0.6 mills, the fiscal options presented in this item significantly mitigate the need for increased property tax increases or fees, maximizes existing resources, while endeavoring to maintain essential public services, continuing community investment, and ensuring organizational fiscal viability into the future.

## **Options:**

- 1. Accept the report on the impacts of the additional \$25,000 homestead exemption.
- 2. Direct staff to implement one of the four options presented in this item to prepare for the possible future impacts of the additional \$25,000 homestead exemption.
- 3. Board direction.

## **Recommendation:**

Option #1 and Board Direction on Option #2



Commissioners

JOHN E. DAILEY District 3 Chairman

NICK MADDOX At-Large Vice Chairman

BILL PROCTOR District 1

JIMBO JACKSON District 2

BRYAN DESLOGE District 4

KRISTIN DOZIER District 5

MARY ANN LINDLEY At-Large

VINCENT S. LONG County Administrator

HERBERT W.A. THIELE County Attorney

# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301(850) 606-5302 www.leoncountyfl.gov

July 11, 2017

Ricardo Fernandez, City Manager City of Tallahassee 300 South Adams Street Tallahassee, FL 32301

Dear Mr. Fornandez,

I and writing to formally notify you of the recent actions taken by the Board of County Commissioners regarding the County's interest in the sunsetting of the Downtown Community Redevelopment Area (CRA). As you know, both the County and City Commissions have independently contemplated the disolution of the Downtown CRA and/or modifying the CRA districts during their respective annual retreats and budget workshops. During the County's June 20, 2017 Budget Workshop, the Board directed staff to pursue the elimination of the Downtown CRA by FY 2020, in part, due to the Legislature's recent decision to place an additional homestead exemption on the 2018 statewide ballot. To mitigate the potential significant property tax revenue loss as a result of this as well as the possibility of similarly intended future legislative actions, the Board ratified its actions from the budget workshop at the regular Commission meeting last night.

The Downtown CRA has served as a catalyst for redevelopment projects for many years, supported business development, provided additional public parking, enhanced property values, garnered attention through promotional and special events, and addressed infrastructure deficiencies in the urban core. From Cascades Park to College Town, and much of the development in between, the Downtown CRA has accomplished a great deal for our community over the last dozen years positioning downtown to flourish without tax-increment inducements. Although the term for the Downtown CRA is set to expire in 2039, the dissolution of this district by FY 2020 would produce significant recurring savings for both the County and City while providing an opportunity to refocus our collective efforts to reinvigorate and spur private sector reinvestment in other areas of our community which demonstrate greater need.

I understand the CRA will be discussing this issue at their meeting tomorrow which may provide additional insight and guidance on this issue. Moving forward, I would suggest that we each designate someone from our respective offices to develop an action plan which sunsets the Dawntown CRA by FY 2020 to the satisfaction of both Commissions. For the County, I have asked Ken Morris, Assistant County Administrator to take the lead. As always, I greatly appreciate working with you on so may issues of importance to our community and look forward to following up in person to discuss this transition in more detail.

Sincerely,

Vincent S. Long **County Administrator** 

Cc: The Honorable Leon County Board of County Commissioners Herb Thiele, County Attorney Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Wayne Tedder, Assistant City Manager Roxanne Manning, Executive Director, Community Redevelopment Agency



#### **Agenda Item Details**

Meeting	Jul 19, 2017 - CRA Board Meeting
Category	6. Downtown District Policy Formation and Direction
Subject	6.04 Consideration of Phasing Out the Downtown District Community Redevelopment Area by 2020Roxanne Manning, Tallahassee Community Redevelopment Agency
Туре	Action, Discussion
Fiscal Impact	No
Budgeted	No
Budget Source	NA
Recommended Action	Option 1 - Accept staff's report.

For more information, please contact: Rick McCraw, Tallahassee CRA, (850) 891-8352

#### Statement of Issue

At their June 20, 2017 FY 2018 Budget Workshop, the Leon County Board of Commissioners (BOCC) directed County staff to implement one of four options presented to the Board to address anticipated impacts from the State Legislature-proposed additional \$25,000 homestead exemption to the Florida Constitution that would take place in 2020 if approved through the state-wide vote. Option 2 approved by the BOCC included, among other budget adjustments, phasing out the Downtown District Community Redevelopment Area (DT District) by FY 2020 as a means to partially address the annual budget shortfall from the reduction in property tax collections if the additional \$25,000 homestead exemption is approved.

On June 28, 2017 City of Tallahassee Commission (City Commission) received an update of the city's FY 2018 Budget Plan that included a brief overview of the BOCC action from the County's budget workshop on June 20th. City staff noted three elements that would be part of any action to phase out the DT District. The City Commission also directed staff to bring back an agenda item for the consideration of phasing out the DT District as well as the expansion of the existing Greater Frenchtown/Southside Community Redevelopment Area (GFS District) or the creation of a new Southside district.

Per the "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" (the "Interlocal Agreement"), as amended, any action to phase out or restructure the DT District would have to be approved by the CRA Board, the City Commission and the BOCC.

The purpose of this agenda is to establish the framework for the review of the DT District phase out, establish a timeframe for the review and provide staff guidance during the interim time period.

#### **Recommended** Action

Option 1: Accept staff's report.

#### Fiscal Impact

There is no fiscal impact at this time.

#### Supplemental Material/Issue Analysis

#### History/Facts & Issues

The City Commission adopted the Downtown Community Redevelopment Plan and established the DT District Trust Fund in June 2004. Funding of the DT District, as well as any expansion of either the DT District or the GFS District or establishment of new redevelopment districts is governed by the "*Interlocal Agreement*" dated June 23, 2004, and amended on October 4, 2007, February 9, 2009, and December 11, 2014.

At their June 20, 2017 FY 2018 Budget Workshop, the BOCC directed County staff to implement one of four options presented to the Board to address anticipated impacts from the State Legislature-proposed additional \$25,000 homestead exemption to the Florida Constitution that would take place in 2020 if approved through the state-wide vote. Option 2 approved by the BOCC included, among other budget adjustments, phasing out the DT District by FY 2020 as a means to partially address the annual budget shortfall from the reduction in property tax collections if the proposed additional \$25,000 homestead exemption is approved. This approach is expected to eliminate an estimated County payment of \$1.4 million to the DT District, a saving that would be applied to the projected County first-year budget shortfall of \$7.2 million from the additional \$25,000 homestead exemption.

On June 28, 2017 the City Commission received an update of the city's FY18 Budget Plan that included a brief overview of the BOCC action from the County's budget workshop on June 20th. City staff noted the following three elements that would be part of any action to phase-out the DT District:

- The City, County and CRA Board would direct and supervise the dissolution process and require decisions about end dates, existing and continuing redevelopment expenditures and, if necessary, other work to be addressed.
- As part of this directing effort, the City, County and CRA Board would develop and review lists of current and future redevelopment expenditures or "enforceable obligations."These obligations include current payments for existing contractual obligations and consideration for projects in process but not currently under contract.
- Depending upon timing, funds that formerly would have been distributed to the CRA as tax increment could be deposited into the DT District Trust Fund to pay enforceable obligations and, upon payment, any remaining monies would be proportionally redistributed to the City and County.

The City Commission, later in the meeting, directed staff to bring back an agenda for Commission discussion on the phasing out of the DT District as well the potential expansion of the GFS District or the creation of a new district focused on the Southside. Given the complexity of the two areas, staff is proposing to address only the DT District at this time.

#### Approach

Staff has identified the following areas that a phase out review should consider:

- Provide a review of the taxable value over time within the DT District prior to FY 2020.
- Provide a review of property tax income that will be available to the City and County with and without tax increment payments to the DT District after 2020.
- Provide a review and summary of all DT District projects and programs that have been supported by the CRA over time.
- Identify any areas (sites, buildings, infrastructure, etc.) within the DT District that are in physical disrepair or are otherwise underperforming.
- Identification of approved grants that extend beyond 2020 and a methodology to complete the CRA obligations should the Board desire to phase out the DT District.
- Identification of appropriate areas that could be relocated from the DT District and incorporated into the GFS District.
- Identification of infrastructure needs within the DT District.
- Identification of other economic development incentives that would support appropriate infill redevelopment.

Staff anticipates that the analysis of the above stated parameters can be provided in time for the January 2018 CRA Board meeting. In the meantime, staff is recommending that normal CRA operations continue within the DT District regarding ongoing programs and the acceptance of applications consistent with the policies and procedures previously approved by the Board.

#### **Options**

- 1. Accept staff's report.
- 2. Do not accept staff's report, provide staff with any direction regarding the phase out of the DT District.

# Attachments/References

None

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#### Agenda Item Details

Meeting	Sep 25, 2017 - CRA Board Meeting
Category	5. Downtown District Policy Formation and Direction
Subject	5.02 Approval of CRA Financial Assistance Terms with North American Properties for Redevelopment of the Firestone and Bloxham Annex Properties Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Туре	Action, Discussion
Fiscal Impact	Yes
Budget Source	Projected tax increment and public parking revenue expected to begin in FY 2022 from the Project at Cascades.
Recommended Action	<ul> <li>Option 1. Authorize CRA staff to complete and execute the Development and Funding Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties.</li> <li>Option 3. Recommend approval of \$440,000 of additional TDT Arts Funds for the historical memorial plaza and the proposed amphitheater access (on the east side of the development). Final approval will be required by the City Commission and Board of County Commissioners. Option 5. Approve up to \$2,250,000 for the public improvements referenced herein, but also direct staff to continue to work with the developer and the City throughout the PUD/Development Agreement process to seek funding and/or fee waivers as generally depicted in Attachment 2.</li> <li>Option 7. Authorize staff to seek appropriate loans for financing 229 public parking spaces.</li> </ul>

#### Public Content

For more information, please contact: Roxanne Manning, Tallahassee CRA, (850)891-8353

#### Statement of Issue

On August 3, 2016, the City of Tallahassee Community Redevelopment Agency (CRA) released a Request for Proposals (RFP) for the Sale and Redevelopment of the Firestone and Bloxham Annex properties, which are located in the Downtown District Community Redevelopment Area (DT District). One response was received to the RFP, a proposal from North American Properties (NAP) to purchase the properties for \$4.28 million, and to redevelop the properties as the Project at Cascades (Project), an urban mixed-use development with residential, office, retail, civic and cultural elements dependent on the terms of the final development agreement with the CRA and an Planned Unit Development (PUD) agreement with the City.

The RFP selection committee unanimously agreed to accept the NAP proposal and support a recommendation to forward the proposal to the CRA Board. The CRA's Downtown Redevelopment Commission (DRC) reviewed the proposal at their January 10, 2017 meeting and provided a similar recommendation.

In moving toward completion of this project, the Board previously approved the final Purchase and Sale Agreement on March 23, 2017 and the Tourist Development Tax (TDT) and City funding for the amphitheater support and public event space on May 25, 2017. At the July 19, 2017 CRA meeting, the Board directed staff to begin negotiation with NAP to create a development agreement covering the components requested or required by the CRA for inclusion in the project and potential funding of same.

CRA staff has also coordinated the Project with the Downtown District Community Redevelopment Area's Downtown Page 732 of 909 Posted 4:30 p.m. on October 17, 2017

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Redevelopment Commission (DRC), with the most recent review completed on September 22, 2017. The DRC recommends approval of the funding request, consistent with the development considerations outlined below.

CRA and City staff have been working with NAP to finalize the specifics of the Development and Funding Agreement and return them to the CRA Board for final review and approval. If the key components and outline of the Development and Funding agreement are approved by the Board at this meeting, CRA staff will complete and formally execute the final agreement with NAP.

## **Recommended** Action

Option 1: Authorize CRA staff to complete and execute the Development and Funding Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties.

Option 3: Recommend approval of \$440,000 of additional TDT Art Funds for the historical memorial plaza and the proposed amphitheater access (on the east side of the development). Final approval will be required by the City Commission and Board of County Commissioners.

Option 5: Approve up to \$2,250,000 for public improvements referenced herein, but also direct staff to continue to work with the developer and the City throughout the PUD/Development Agreement process to seek funding and/or fee waivers as generally depicted in Attachment 2.

Option 7: Authorize staff to seek appropriate loans for financing 229 public parking spaces.

## Fiscal Impact

Both the Firestone and Bloxham Annex properties are currently exempt from ad valorem taxes. Based on current city and county millage rates and NAP's estimated post-development taxable value of \$150.0 million, the Project is projected to generate nearly \$1.2 million in tax increment for the CRA in the first year (FY 2022) and \$17.4 million through FY 2034. Additionally, because Leon County does not contribute their full tax increment to the Downtown District, the Project is projected to generate an average of \$664,411 each year through FY 2034 when the DT District is currently set to sunset.

## Supplemental Material/Issue Analysis

## History/Facts & Issues

On August 3, 2016, the CRA released an RFP with responses due by October 13, 2016. NAP responded to the RFP, offering to purchase the properties for \$4.28 million and to redevelop the properties as an urban mixed-use development. The RFP selection committee composed of city and county staff, CRA and Blueprint committee representatives, a historian and private citizens reviewed the proposal on November 14, 2016 and received a full presentation and interview by NAP on December 15, 2016. Following the oral presentation/interview, the selection committee unanimously agreed to accept the NAP proposal and support a recommendation to forward the proposal to the CRA Board.

The CRA Board approved the negotiation of the Purchase and Sale Agreement (PSA) at the January 26, 2017 Board meeting and approved the final PSA at the March 23, 2017 Board meeting. At the same Board meeting, staff requested initial direction from the Board regarding the use of up to \$2.3 million of the TDT Arts Funds to purchase dedicated amphitheater support space and flexible event space within the proposed development. At the May 4, 2017 meeting of the Tourist Development Council (TDC), the Board unanimously recommended that the space options for amphitheater support and public events be supported with TDT Arts funds. On May 25, 2017, the CRA Board subsequently approved the use of up to \$2.1 million in TDT Arts Funds towards the construction and purchase of comprehensive amphitheater support facilities and flexible event space with the addition of \$508,425 of Tourist Development Tax funds originally used by the City for the demolition of the Johns and Clemons buildings added to that amount to cover most of the cost of the operational amphitheater support facilities, resulting in a total amount of approximately \$2.6 million.

The NAP proposal was first presented to the CRA's DRC at their January 10, 2017 meeting, at which they unanimously recommended the proposal be submitted to the CRA Board for approval. Staff has coordinated the proposed funding request and terms with the DRC three times, with the most recent review completed on September 22, 2017. The DRC recommends approval of the funding assistance request, consistent with the development considerations outlined in the main body of this agenda item.

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The project, as it is currently structured, contains the following proposed uses:

- 30,385 square feet of new office space;
- Proposed reuse of the Old County Health Department building, an unaltered art moderne building, yielding 4,660 square feet of office space;
- A 123 room boutique hotel;
- 304 multi-family residential apartments;
- 24 condominium units
- Three restaurants with a total of 17,289 square feet,
- 15,100 square feet of Festival Street Shops,
- An 11,050 square foot wellness center,
- Creation of a "Festival Street" concept connecting to Cascades Park to Gadsden Street for special events;
- Approximately 1,000 parking spaces, both underground and in a garage;
- A civil rights memorial commemorating the people, places and events which shaped Tallahassee's history;
- Greenrooms and amphitheater support facilities;
- A flexible public event space; and
- Preservation of a historic tree.

## **CRA** Participation

During the creation of the RFP, the CRA Board identified several features that are required elements of the proposed Firestone Bloxham project including public gathering spaces, civil rights memorials and other amenities. Due to the cost of these features, CRA investment will be necessary to support their construction.

## Funding Request

On August 31, 2017, NAP submitted an updated Public Participation Request. A copy of the request, which includes supporting data from earlier requests, is at Attachment 1. CRA staff is seeking final direction from the Board regarding specific project funding commitments. Based on CRA Board direction on these elements, staff move forward to finalize and execute the Development and Funding Agreement.

The requested funding agreement has four separate components:

- <u>Amphitheater Support and Event Space \$2,500,000</u>: \$2,608,425 in TDT and City funds were previously approved for the amphitheater support and event space, on May 25, 2017 meeting. However, since that approval NAP has reviewed their initial estimate and lowered the cost to \$2,500,000. The space will be owned by the City.
- Public Improvements not to exceed \$2,250,000: In addition to the retail areas of the project, additional project components will be accessible to the public and/or provide a public benefit, including restoration of the former Leon County Public Health Department building, the proposed civil rights memorial, undergrounding of electric lines, infrastructure improvements associated with the Festival Street, public access spaces throughout the project, and other public components of the project. The table in Attachment 2 provides a breakout of anticipated costs necessary to complete these improvements. In addition, staff has identified potential funding approaches for each of the components. NAP has requested a maximum of \$2,250,000 in CRA, City, or other public entity in order to accomplish the referenced project components. Therefore, staff recommends that CRA assistance to be approved up to \$2,250,000 for the referenced project components, but also direct staff to continue to work with the developer and the City throughout the PUD/Development Agreement process to seek funding and/or fee waivers as generally depicted in Attachment 2. As the project advances through the development review process, more refined details will narrow the scope of these components. Some of the expenses, such as tree removal fees and fee-in-lieu of landscape requirements could be waived by the City during review and approval of the necessary Development Agreement. Some of the costs, such as offsite sidewalk improvements, are not required as part of the project but may be desired once the project is completed. Lastly, there may be other project costs not listed, such as advanced demolition (prior to closing), that is mutually beneficial to the CRA, the functions of Cascades Park and the developer

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that could be funded through this request. Providing the maximum amount requested by NAP, provides sufficient commitment for the developer to continue with the project as planned within the requested tax increment reimbursement.

In addition, while the Board recently approved a process for disbursement of remaining TDT Art funds, there are two project components that qualify for the funds: the historical memorial on the public plaza (estimated at \$200,000) and the proposed amphitheater access to the east of the Project (estimated at \$240,000). **Staff is also recommending that the Board approve an additional \$440,000 of TDT funds to support these two components of the project.** It should be noted that the developer has created a user group comprised of educators, preservationists, civil rights activists and community leaders to explore the significance of the site and help cast a vision for how to honor its past. The user group desires for the site's stories to be retold via outdoor memorials, monuments and/or interactive exhibits within the new public plaza. The summary of this process and outcome is included as Attachment 3. Should the Board not recommend (at this time) the additional TDT funds, staff suggests that the developer submit the requested funding through the Board established process.

- TIF Funding approximately \$13,900,000: To ensure the Project provides well designed public gathering places and other public amenities, the CRA Board placed a strong emphasis on specific design elements such as retail uses, a festival street, public plazas, a view axis to the state capitol, and exterior improvements such as waterfalls and gathering spaces. These project components were stipulated with the expectation that the CRA would provide TIF to offset the costs of providing such improvements. As with other large scale CRA projects, the TIF would consist of reimbursement of a portion of the tax increment generated by the project once it is completed and added to the tax rolls in 2021, with tax increment generated in FY 2022. Essentially the project would pay for itself through the tax increment generated from the increased property values. NAP has requested the reimbursement of 90% of the tax increment over the remaining life of the DT District, which currently sunsets in June 2034. Assuming a postdevelopment taxable value of \$132.0 million for the Project, not including the boutique hotel value, this would reimburse NAP approximately \$13.9 million of the tax increment generated by the Project through FY 2034, with the CRA retaining approximately \$3.6 million. It is important to note that the tax increment reimbursement will not be provided as a single payment but will occur over a 13-year period starting in FY 2022. As a result, the projected \$13.9 million tax increment reimbursement has a Net Present Value (NPV), today's value, of approximately \$5.4 million. NAP has provided staff with an economic impact analysis of including public facilities identified by the CRA in the Request for Proposal as part of the redevelopment Project. The analysis estimates the "lost value" from retail/restaurant, office and apartments space NAP foregoes to include the CRA desired public features at \$6.1 million (Attachment 4), which is consistent with the projected NPV. The DRC recommended reimbursement of 90 percent of the Project value, as determined annually by the Leon County Property Appraiser (LCPA) through the end of the DT District in June 2034.
- <u>229 Public Parking Spaces, \$6,500,000</u>: In the RFP, the CRA requested a minimum of 145 public parking spaces to replace the existing spaces that will be lost to new construction and to help support the Project, Cascades Park, and potentially the redevelopment of the Waterworks site. Following discussions with City and CRA staff, NAP has proposed 229 public spaces on two floors on the Bloxham block. These spaces are over and above code requirements. The public spaces will be designed for easy public access, clearly marked as public and self-contained within the Project; the CRA would own the public parking spaces. The initial estimated cost of the parking was \$6,796,720 however, the developer has made some revisions which resulted in a reduced cost of \$6,500,000.

Based on parking construction, revenues and expenses and projections prepared by City of Tallahassee Real Estate Management (Attachment 5), the anticipated annual debt service for the 229 space public parking garage is \$632,445. The projected Net Operating Income (NOI) from parking garage income will be insufficient to cover the debt service during the Year 1 year of the public parking garage operations but is projected to be sufficient beginning in Year 2 and through Year 13, when the DT District is scheduled to sunset. In discussions with the City Treasurer-Clerk's office, it is likely that a lender will require the tax increment generated by the development and/or the DT District be pledged to cover the debt service, with the NOI from the parking garage used a secondary source. If this tax increment pledge is required, additional DT District tax increment may have to be committed to support the Project for loan purposes. However, if the parking income projections are accurate, no payments will be made from the additional tax increment pledge.

While the City has a lease agreement with the State to utilize their parking after 6:00 PM, the State has recently issued a real estate report that indicates the surrounding facilities/properties may be offered for uses other than as State employee parking in the near future. Due to the uncertainty of the future of the State parking facilities and the anticipated increase in public parking demand from the Project, **staff is recommending funding of the full 229 public parking spaces**. **Staff also recommends that the Board direct staff to fund the parking through an appropriate loan that will be paid by parking revenues and DT District TIF**. The loan would commence at or near construction completion.

## **Previous Approvals**

Large projects have helped create a significant percentage of the increase in property value in the DT District which have, in turn, generated funds that the CRA uses for smaller projects. Previously approved CRA funding amounts range between 3% to 12% of total project value for large projects that create a significant economic or redevelopment impact in the community by producing high levels of property tax revenue and other economic benefits over time. For example, the CRA approved \$2.4 million or 12% funding for the \$19.4 million College Town Phase I project. That project now generates over \$120,000 in tax increment each year and has encouraged millions in private development in both the DT and GFS districts.

The estimated total cost of the proposed Project, less the boutique hotel, is \$132.0 million. NAP has requested the reimbursement of a projected \$13.9 million in tax increment through FY 2034 plus up to \$2,250,000 in other public benefit costs for total CRA commitment of up to \$16.2 million. This results in a projected maximum CRA investment of approximately 12.2% in the total Project cost, which is generally consistent with other large CRA projects that are considered to be transformational or pioneer projects. The 12. 2% investment is anticipated to be lowered (to potentially 10.5%) as other funding sources and/or fee waivers are approved through the remainder of the development process. More information regarding previous large project funding approvals can be found in Attachment 6.

Other Development Considerations:

The terms and conditions listed below were also considered by staff and the DRC in evaluating the Project funding proposal. If the Board authorizes staff to execute a development agreement with NAP, staff recommends these terms and conditions be incorporated into the development agreement. These terms and conditions have been reviewed and approved by the DRC. Additional terms and conditions may be identified during the negotiation period.

- While the initial taxable value of the project is estimated to be \$132.0 million, staff recommends the reimbursement of 90% of the tax increment generated by the Project be based on the annual taxable value of the Project, less the value of the hotel, as established by the LCPA.
- NAP will meet with OEV/MWSBE to establish procedures for meeting the City of Tallahassee's 10.5 % goal of MSWBE participation (7.5% Black and 3.0% Women) for construction projects based on the projected CRA financial participation.
- NAP will meet with the Planning Department's DesignWorks to discuss and identify required exterior design features and elements.
- The completed Project will be consistent with the PUD, as defined in the Land Development Code, must be approved in writing by the City and reviewed by the CRA staff.
- Any change of ten percent (10%) or more to the number of residential units, the square footage of retail space or the number of parking spaces as noted in the NAP proposal and/or the PUD must be approved in writing by CRA staff.

## **Required Processes**

In order to successfully complete this project, several processes are required, as follows:

#### The Purchase and Sale Agreement

Following CRA Board approval of the sale of the Firestone and Bloxham Annex properties to NAP for \$4,280,000 at the

March 23, 2017 CRA Board meeting, the CRA and NAP completed and executed the Purchase and Sale Agreement (PSA). The PSA allows NAP to move forward with the due diligence and permit reviews/approvals needed to finalize the project design and costs.

## Adoption of the PUD

The intensity and complexity of the proposed development requires the developer to enter into a PUD agreement with the City. Preparation of the PUD is expected to take approximately nine months. The CRA Board will have an opportunity to review and comment on the plan. The City Commission is responsible for final approval of the PUD.

## Adoption of the Development and Funding Agreement

The draft Development and Funding Agreement includes the proposed terms and conditions of both the CRA Board and NAP participation, including CRA financial assistance as approved by the CRA Board at this meeting. While the elements of the draft agreement are contained in this report, the final agreement will be completed and executed based upon CRA Board direction.

The Development and Funding Agreement is necessary prior to the PUD process commencing. To ensure that the development is constructed as approved by the City and the CRA Board, the Development and Funding Agreement will also include by reference the conditions of the PUD.

## Economic Impact on the Community

A study conducted by FSU's Center for Economic Forecasting and Analysis for the Tallahassee/Leon County Office of Economic Vitality (OEV) indicates the project will have a significant positive economic impact that will directly benefit property values, jobs and economic activity within Leon County as follows:

- Both the Firestone and Bloxham Annex properties are currently exempt from ad valorem taxes. Following completion of the project, NAP projects a total taxable value of the proposed development at \$150 million (including the boutique hotel with a projected value of \$18.0 million). Based on current city and county millage and the projected post-development value of \$150 million, the project would generate nearly \$1.2 million in tax increment for the CRA in the first year (FY 2022) and \$17.4 million through FY 2034.
- The analysis of the temporary and permanent economic impacts of the Project found it will yield an estimated 916 construction jobs, 365 indirect jobs, 928 additional induced jobs, plus 694 permanent jobs. These jobs are expected to generate approximately \$117.8 million in wages and \$353.6 million in total economic output.
- The direct construction activity will generate nearly \$139.1 million in direct, local economic investment with an additional \$150.0 million in indirect and induced local economic output. Essentially, this project will have one of the largest beneficial impacts, over both the short and the long term, that the City and County have seen for many years.

More detailed information regarding the economic impact of this project can be found in Attachment 7.

## Staff Recommendation:

Staff requests Board authorization to move forward with the completion and execution of the CRA Funding Agreement and Development Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties as discussed and recommended in this agenda item, recommends approval of \$440,000 of additional TDT funding for the historical memorial plaza and the proposed amphitheater access (on the east side of the development), recommends that CRA assistance to be approved up to \$2,250,000 for public improvements referenced herein, and recommends Board authorization for staff to seek appropriate loans for financing 229 public parking spaces.

## **Options**

1. Authorize CRA staff to complete and execute the Development and Funding Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties.

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2. Do not authorize CRA staff to complete and execute the Development and Funding Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties.

3. Recommend approval of \$440,000 of additional TDT Arts Funds for the historical memorial plaza and the proposed amphitheater access (on the east side of the development). Final approval will be required by the City Commission and Board of County Commissioners.

4. Do not recommend approval of \$440,000 of additional TDT Arts Funds for the historical memorial plaza and the proposed amphitheater access (on the east side of the development); direct staff to submit an application consistent with the TDT Arts Funds approved by the CRA Board.

5. Approve up to \$2,250,000 for the public improvements referenced herein, but also direct staff to continue to work with the developer and the City throughout the PUD/Development Agreement process to seek funding and/or fee waivers as generally depicted in Attachment 2.

6. Do not approve CRA assistance for up to \$2,250,000 for public improvements referenced herein.

7. Authorize staff to seek appropriate loans for financing 229 public parking spaces.

8. Do not authorize staff to seek a loan for financing 229 public parking spaces; identify the total number of spaces to be supported by the CRA.

9. Board direction.

#### Attachments/References

- 1. Revised NAP Public Participation Request, August 31, 2017
- 2. Summary of Anticipated Public Fees and Benefits Expenses
- 3. Summary of Community Collaboration on Historical Plaza
- 4. NAP Analysis Economic Impact of Public Features
- 5. Parking Garage Pro Forma
- 6. CRA Large Project Funding Examples
- 7. Economic Impact Analysis Firestone-Bloxham Project at Cascades

Attachment 1.pdf (2,463 KB)	Attachment 2.pdf (202 KB)	Attachment 3.pdf (1,567 KB)	
Attachment 4.pdf (81 KB)	Attachment 5.pdf (121 KB)	Attachment 6.pdf (528 KB)	
Attachment 7.pdf (145 KB)			

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Agenda	Item	Details

Meeting	Sep 25, 2017 - CRA Board Meeting
Category	5. Downtown District Policy Formation and Direction
Subject	5.03 Approval of CRA Financial Assistance Terms with Charles Street Investment Partners for Redevelopment of Envision Credit Union Property Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Туре	Action, Discussion
Fiscal Impact	Yes
Recommended Action	Option 1: Authorize CRA staff to negotiate and execute a development agreement with the Developer consistent with the terms of this agenda item, the DRC recommendations and additional direction provided by the CRA Board.

#### **Public Content**

For more information, please contact: Rick McCraw, Tallahassee CRA (850)891-8352

#### Statement of Issue

At the July 19, 2017 City of Tallahassee Community Redevelopment Agency (CRA) Board meeting staff presented a proposal from Charles Street Investment Partners (Charles Street; originally MCS Capital Partners) for the redevelopment of the Envision Credit Union property at 440 North Monroe Street into a mixed-use residential (non-student) development with approximately 250 apartments, 10,000 to 12,000 square feet of retail space, residential and retail parking, and residential related amenities. The principals of Charles Street are Jason Pollack, Charles Dubroff and Frank Dellaglio and have been represented by Chuck Howell and Charles Gardner. The development is located in the Downtown District Community Redevelopment Area (DT District) and is currently referred to as the 4Forty North Apartments (the Project).

The Board authorized staff to continue discussions with the Developer provided the Project "pays for itself." On August 11, 2017, the Developer submitted an updated financial assistance request proposing that all tax increment generated from the redevelopment for "fifteen calendar years commencing on January 1st after the Project is substantially completed." Staff has been working with the Developer on the proposal to ensure it is consistent with the Downtown District Community Redevelopment Plan and the Board direction that the project must pay for itself by generating sufficient tax increment to cover the CRA investment in the project.

CRA staff has coordinated the Project with the Downtown District Community Redevelopment Area's Downtown Redevelopment Commission (DRC) who has reviewed and recommended approval of the Project, with the most recent review completed on September 22, 2017. The DRC recommended approval of the funding request, consistent with the development considerations outlined in the main body of this agenda item. If approved, the reimbursement includes 100 percent of the tax increment generated by the Project between FY 2022 and FY 2034, when the DT District will sunset. Based on an initial taxable value of \$40.0 million and an annual taxable value increase of 1.5 percent, the projected reimbursement to the Developer would be \$4.3 million. The reimbursement will only occur if the Project is constructed.

#### **Recommended** Action

Option 1 - Authorize CRA staff to negotiate and execute a development agreement with the Developer consistent with the terms of this agenda item, the DRC recommendations and additional direction provided by the CRA Board.

#### Fiscal Impact

If the funding request is approved, a projected \$4.3 million in future tax increment from the increase in taxable value generated by the Project in the DT District from FY 2022 to FY 2034 will be reimbursed to the Developer.

## Supplemental Material/Issue Analysis

#### History/Facts & Issues

On June 28, 2017, the City approved the sale of 600 N. Monroe Street (a former City utility drive-through center) to Envision Credit Union. Envision plans to move their credit union operations to the former utility drive-through location and sell the entire 400-block of N. Monroe Street where they are currently located for redevelopment. The Developer has entered into a purchase agreement with Envision Credit Union to purchase the current Envision Credit Union property for redevelopment as the Project (Attachment 1).

As part of their due diligence, the Developer approached the CRA Board seeking direction on possible DT District financial assistance to support the Project. At the July 19th CRA Board meeting, the Board authorized staff to continue discussions with the Developer provided the Project "pays for itself."

On August 11th, the Developer submitted the current proposal (Attachment 2) outlining the financial and community benefits of the Project. The Project will be a mixed-use Class A apartment complex designed to attract residents to the downtown core with higher-end construction and design features. The Developer originally sought the reimbursement of the tax increment generated by the Project for 15 years; however, CRAs have statutorily defined time limits, thus tax increment is only available for the 13 years, through FY 2034, remaining before the DT District sunsets. The Developer notes the planned Project is more upscale than other apartments in the community and the lack of a downtown apartment rental market makes it difficult to demonstrate to investors and lenders that a market for Class A apartments exists. At least part of the tax increment reimbursement would be used to support the development of residential rental units and allow the Project to stabilize over the first few years of operation if actual rents do not reach the rate needed by the Developer. Other main points from the proposal and discussions with the Developer are listed below.

#### **Development Features:**

- 257 apartments (approximately 175,350 sf. net)
  - 90 Studio
  - o 115 1 Bedroom, 1 Bath
  - o 52 2 Bedroom, 2 Bath
- Residential units are expected to rent for approximately \$1,000 to \$1,600/month.
- 10,000 to 12,000 sf. of retail space.
- Residential and retail parking spaces (final number is tbd); there will be no public parking.
- A variety of residential related amenities, including a swimming pool, outdoor gathering/grilling areas, a fitness center and a lounge area.

## Project Impact and Financials:

If the Project is successful it has the potential to serve as a catalyst for other large-scale downtown redevelopment projects. Recent increases in residential home values and rental rates in areas within and immediately adjacent to the DT District appear to support development of additional apartments in the DT District. The number of planned apartments in the Project (257 units) is on the high end of projected 2020 Downtown District apartment demand (255 units) from the recent GAI Market Analysis of the GFS and DT Districts but is within the midpoint range (273 units) for demand through 2025.

In analyzing the anticipated financial impact of the Project within the DT District, staff used the criteria listed below.

The Project will be completed in 2020, added to the tax roll in 2021 and generate tax increment in FY 2022 (October of Page 740 of 909
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2021).

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- Tax increment reimbursements will end in FY 2034 when the DT District is projected to sunset; a 13-year reimbursement period. The Developer originally requested a 15-year reimbursement period which would extend the reimbursements to FY 2036. Staff does not recommend tax reimbursement beyond FY 2034.
- The Envision Credit Union property (two parcels) has a 2003 baseline value (the value from which the tax increment is calculated) of \$3,337,214. This value will be subtracted from the annual taxable value of the Project to determine the amount of tax increment generated by the improvements.
- Staff used a projected first-year taxable value of \$40.0 million and an annual increase in taxable value of 1.5 percent to determine the anticipated tax increment reimbursement of \$4.3 million from FY 2022 through FY 2034. The actual tax increment reimbursed to the Developer will be based on the taxable value determined annually by the Leon County Property Appraiser (LCPA).

Provided below is a summary of projected financials related to the Developer ask and the tax increment that would be generated by the Project and collected by the CRA. Because the Developer has requested the reimbursement of all the tax increment generated by the Project, subject to the staff comments below, the Project will pay for itself by generating sufficient property tax to cover the CRA investment in the project.

- Based on the projections outlined above, the Project will generate a projected \$4,295,415 in tax increment through FY 2034. This would be refunded to the Developer over the remaining 13 years of the DT District, starting in FY 2022.
- During this time, the City would contribute \$2,049,118 in tax increment reimbursement and the County would contribute \$2,246,297.
- Because the County tax increment contribution in the DT District is based on 4.2698 mils, the County would receive \$2,127,297 non-tax increment ad valorem revenue from the Project over the 13 years based on a balance of 4.0446 mils. This assumes a constant City millage rate of 4.1 mils and a constant County millage rate of 8.3144 mils (without the EMS MSTU millage of 0.5) during the reimbursement period.
- From FY 2035 and beyond the City and County will receive all local government ad valorem taxes generated by the Project. Using the financial assumptions above, the Project is projected to generate \$560,198 in ad valorem taxes in FY 2035, with the City receiving \$185,012 and the County receiving \$375,186. Future year values are expected to further increase.

Although not part of this Project, additional tax increment for the DT District will be generated through the redevelopment of the City's former utility drive-through center on the 600 Block of North Monroe Street as the new Envision Credit Union headquarters. This property has been tax exempt since 1999. Redevelopment of the site will not only generate tax increment, it will also help with the transition of this section of Monroe and Adams Streets.

## Economic Impact:

The Tallahassee-Leon County Office of Economic Vitality (OEV) commissioned an economic impact assessment of the Project through the Florida State University Center for Economic Forecasting and Analysis. The analysis examined the sales/revenues, local jobs and income/wages that are projected to be created from the Project. A summary of the analysis is provided below, with the full assessment at Attachment 4.

- Construction Impact
  - $\circ\,\,280$  direct jobs with \$10.8 million in income.
  - $\circ~380$  indirect/induced jobs with \$16.4 million in income.
  - $\circ$  \$85.6 million in total economic impact
- Operational Impact
  - $\circ~27$  permanent jobs generating \$576,000 in annual income.
  - $\circ~13$  indirect/induced jobs generating \$587,000 in annual income
  - $\circ~$  \$2.8 million total annual economic impact

Recommendation and Suggested Agreement Terms:

Attachment #5 The DRC recommended reimbursement of 100 percent of the tax increment generated by the Project from FY 20224 brough FY 2034. The reimbursement is projected to be \$4.3 million during this period; however, the actual tax increment reimbursed to the Developer will be based on the taxable value determined annually by the LCPA. Because the financial assistance request is based on the reimbursement of all tax increment for the remainder of the DT District (which is assumed to be FY 2034 for this Project), the Project will "pay for itself."

The project is consistent with the Downtown Community Redevelopment Plan, which recommends redevelopment of vacant and/or underutilized lots along North Monroe Street, providing financial incentives to attract private investment to the downtown core including residential and mixed use development on North Monroe Street. The enhanced property values, the creation of temporary and permanent jobs, improvement of underdeveloped parcels on N. Monroe St. and investment in local construction costs also support the CRA Community Benefit standards.

The DRC recommended the terms and suggestions listed below to be incorporated into the development agreement:

- Developer will meet with OEV/MWSBE to establish procedures for meeting the City of Tallahassee's 10.5 % goal of MSWBE participation (7.5% Black and 3.0% Women) for construction projects based on the projected CRA financial participation.
- The Developer will meet with the Planning Department's DesignWorks to discuss and identify potential site and exterior design issues and solutions, including uses and treatments along North Adams Street as part of the proposed Governor's Walk.
- The completed Project will be consistent with the design concept included at Attachment 1. Any substantial change to the concept must be approved in writing by CRA staff.
- Any change of ten percent (10%) or more to the number of residential units and/or any removal of active uses along North Monroe Street frontage must be approved in writing by the CRA staff.

CRA staff has coordinated the Project with the DRC on three separate occasions - August 1st, September 7th and September 22nd, with votes recommending approval of the Developer's funding request on September 7th and 2nd.

Staff recommends approval of the Developer's funding request consistent with the DRC recommendation, the Project Impact and Financials conditions and suggested agreement terms described above, and any additional Board direction.

## **Options**

Authorize CRA staff to negotiate and execute a development agreement with the Developer consistent with the terms of this agenda item, the DRC recommendations and additional direction provided by the CRA Board.
 Provide staff with other direction.

## Attachments/References

- 1. Draft 4 Forty North Renderings and Location Aerial
- 2. Charles Street Investment Partners Financial Assistance Request, August 11, 2017
- 3. Sensitivity Analysis 4Forty North Apartments
- 4. OEV Economic Impact Analysis



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#### Agenda Item Details

Meeting	Sep 25, 2017 - CRA Board Meeting
Category	5. Downtown District Policy Formation and Direction
Subject	5.04 Discussion and Direction on Possible Downtown District Financial Assistance to Proposed Washington Square Mixed-Use Development Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Туре	Action, Discussion
Fiscal Impact	No
Recommended Action	Board Direction. Staff is requesting direction as to whether or not they may move forward with discussing the Washington Square Tallahassee proposal and request for financial assistance with the Developer (Fairmont Development, LLC).

#### **Public Content**

For more information, please contact: Rick McCraw, Tallahassee CRA, (850)891-8352

#### Statement of Issue

On August 4, 2017 Fairmont Development, LLC (the Developer) submitted a request to the City of Tallahassee Community Redevelopment Agency (CRA) for the refund of \$9.6 million of tax increment generated from the projected increase in taxable value by the proposed Washington Square (the Project) development. The CRA funds would be used to reimburse the Developer for expenses incurred in the development of the Project, a proposed mixed-use development that will include a full-service hotel, Class "A" office space, residential condominiums and three restaurants. The Project will be located at 227 S. Calhoun Street, behind the Leon County Courthouse in the Downtown District Community Redevelopment Area (DT District).

At the July 19th CRA Board meeting, due to ongoing discussion regarding the possible sunsetting of the DT District in FY 2019, the Board directed staff not to bring any new large-scale DT District projects (those valued at more than \$2.0 million) to the Board for financial assistance consideration until the Board provided further direction regarding the continuance of the DT District. The Board provided two exceptions to this restriction: (1) the purchase and redevelopment of the Firestone and Bloxham Annex properties by North American Properties and (2) discussions with Charles Street Investment Partners on the proposed redevelopment of the Envision Credit Union site. Because of this direction, staff is seeking direction from the Board as to whether or not staff should move forward with discussing with the Developer their project proposal and request for financial assistance.

#### **Recommended** Action

Option 1 - Board Direction. Staff is requesting direction as to whether or not they may move forward with discussing the Washington Square Tallahassee proposal and request for financial assistance with the Developer (Fairmont Development, LLC).

#### Fiscal Impact

There is no fiscal impact at this time.

Supplemental Material/Issue Analysis

## History/Facts & Issues

The proposed Project at 227 S. Calhoun Street will encompass the southern half of the block bounded by East College to the north, S. Gadsden Street to the east, E. Jefferson Street to the south, and S. Calhoun Street to the west; approximately 1.33 acres. The property was acquired by the Washington Square Partnership from the Ausley & McMullen law firm on January 5, 2007. There were changes in the partnership structure in December 2010 and October 2015, and the property is now owned by Fairmont Investment, LLC.

Between 2009 and early 2011 the Developer (Washington Square Partnership and then Fairmont Investment, LLC) submitted several proposals for consideration by CRA staff and/or the CRA Board. All the proposals focused around financial assistance to help with the cost of structured parking for the development.

On August 4, 2017, the Developer submitted the Project update (Attachment 1), outlining changes from the original office space development proposal to the current mixed-use development proposal that includes a hotel, residential condominiums, offices, meeting space, retail/restaurant uses and structured parking. The main features of the proposed development include the following:

- 625,000 +/- square feet (sf)
- 260 room +/- full service hotel (Loew's planned)
- 15-18,000 sf of meeting space
- 60-80,000 sf of Class "A" office space
- 60,000 sf of residential condominiums
- 3 restaurants
- 400 space parking garage

#### Financial Review

As part of the project update, the Developer submitted a request to the for refund of \$9.6 million in tax increment that will be generated from the increased value of the Project when the post-construction improvements are added to the tax roll. The request did not specify why the funds were needed or how they would be used, but the report did note the cost of the structured parking was a "continued concern to the economic viability of the project." A summary of the Project financial elements is provided below and in Attachment 2. For projecting the tax increment generated by the Project staff used a construction start in mid-2018 with completion in mid to late-2020. This schedule would add the Project to the tax rolls in 2021 and begin generating tax increment for the DT District in FY 2022 (October 2021). The tax increment projections below are based on a first year taxable value of \$60.0 million and a 1.5 percent annual increase in taxable value.

- Estimated Project Cost \$90.0 million (from developer)
- Estimated Post-Construction Taxable Value \$60.0 million (from Developer)
- 2016 Certified Value \$1,445,000 (current taxable value)
- 2003 Baseline Value \$2,327,445 (the value from which tax increment is calculated)
- Estimated Increase in Post-Construction Taxable Value (Post-Construction Taxable Value 2003 Baseline Value) \$56,672,555
- Anticipated First-Year of Tax Increment \$462,720 (at 4.1 mils from City and 4.2698 mils from County)
- Anticipated Tax Increment FY 2022 FY 2034 \$6,838,535
- Staff has projected the County would receive approximately \$3.3 million in non-tax increment revenue from the improved values of the Project between FY 2022 and 2034 based on the assumptions described above.

Based on staff's assumptions and financial projections it would take until FY 2039 for the tax increment from the Project to generate \$9.6 million in tax increment from the improved taxable value of the Project.

#### Economic Impact:

The Tallahassee-Leon County Office of Economic Vitality (OEV), in partnership with the Center for Economic Forecasting and Analysis at Florida State University, prepared an economic impact assessment for the proposed Washington Square development. The analysis evaluated the Project's broader economic benefits measured in terms of economic output, local

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employment/jobs and income/wages. A summary of the analysis is provided below, with the full assessment at Attachment 3.

- Construction Impact
  - o 742 direct jobs with \$29.0 million in wages/income.
  - $\circ\,$  352 indirect/induced jobs with \$14.7 million in wages/income.
  - \$143.9 million in total economic impact.
- Operational Impact
  - o 515 permanent jobs generating \$16.0 million in annual wages/income.
  - 188 indirect/induced jobs generating \$7.2 million in annual wages/income.
  - \$62.4 million total economic impact.

The analysis contained in this agenda item is provided as information only, and is not intended as a funding recommendation by staff. If the Board determines staff should move forward with the evaluation of the proposed Project, staff will provide a updated review of the Project financials as well as specific terms recommended to be included in any proposed agreement.

#### Staff Recommendation

At the July 19th CRA Board meeting staff was directed not to bring any additional large-scale DT District projects to the Board until there was a decision on the continuance of the DT District. Because of the scale of this potential project, staff is seeking direction from the Board as to whether or not staff should move forward with discussing the Washington Square Tallahassee proposal and request for financial assistance with the Developer.

#### **Options**

1. Board direction

2. Direct staff to enter into negotiations with Fairmont Development, LLC to develop recommendations for CRA financial assistance in support of the Washington Square Tallahassee proposal.

3. Do not direct staff to enter into negotiations with Fairmont Development, LLC.

#### Attachments/References

- 1. Washington Square Tallahassee Project Update, August 4, 2017
- 2. Washington Square Financial Worksheet, August 28, 2017
- 3. Washington Square Economic Impact Analysis, September 1, 2017

Attachment 1.pdf (1,859 KB)

Attachment 2.pdf (196 KB)

Attachment 3.pdf (170 KB)

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#### Agenda Item Details

Meeting	Sep 25, 2017 - CRA Board Meeting
Category	5. Downtown District Policy Formation and Direction
Subject	5.01 Discussion on Sunsetting the Downtown District Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Туре	Action, Discussion
Recommended Action	Option 1: Accept staff's report.

#### **Public Content**

For more information, please contact: Roxanne Manning, Tallahassee CRA, (850)891-8353

#### Statement of Issue

At their June 20, 2017 FY 2018 Budget Workshop, the Leon County Board of Commissioners (BOCC) directed County staff to implement one of four options presented to the Board to address anticipated impacts from the State Legislature-proposed additional \$25,000 homestead exemption to the Florida Constitution that would take place in 2020 if approved through the state-wide vote. Option 2 approved by the BOCC included, among other budget adjustments, phasing out the Downtown District Community Redevelopment Area (DT District) by FY 2020 to partially address the annual budget shortfall from the reduction in property tax.

On June 28, 2017 City of Tallahassee Commission (City Commission) received an update of the city's FY 2018 Budget Plan that included a brief overview of the BOCC action from the County's budget workshop. The City Commission directed staff to bring back an agenda item discussing revisions to the DT District.

Based on Board discussions, there are four potential options for the DT District:

- 1. No change to DT District operations
- 2. Sunset the DT District by 2020
- 3. Retain the DT District with restrictions
- 4. Retain the DT District with County support removed from the District

An assumption in this agenda item is that if changes are made to the DT District, the City and County will continue to provide tax increment funding for projects previously approved for CRA funding.

The purpose of this agenda item is to provide information relating to these options and the related implementation process, and to facilitate Board direction for staff moving forward.

#### **Recommended** Action

Option 1 - Accept staff's report.

#### Fiscal Impact

There is no fiscal impact at this time. The fiscal impacts are dependent upon the option selected by the CRA Board, as discussed below.

## Supplemental Material/Issue Analysis

## History/Facts & Issues

The City Commission adopted the Downtown Community Redevelopment Plan and established the Downtown (DT) District Trust Fund in June 2004. Funding of the DT District, as well as any expansion of either the DT District or the GFS District or establishment of new redevelopment districts is governed by the "*Interlocal Agreement*" dated June 23, 2004, and amended on October 4, 2007, February 9, 2009, and December 11, 2014. The interlocal agreement is included as Attachment 1.

At their June 20, 2017 FY 2018 Budget Workshop, the BOCC directed County staff to implement a phase out of the DT District by FY 2020 to partially address the budget shortfall from the expected reduction in property tax collections if the proposed additional \$25,000 homestead exemption is approved. This approach was expected to eliminate an estimated County payment of \$1.4 million to the DT District.

On June 28, 2017, the City Commission received an update of the city's FY 2018 Budget Plan that included an overview of the BOCC action from the County's budget workshop on June 20th. City staff noted the following three elements that would be part of any action to phase-out the DT District:

- The City, County and CRA Board would direct and supervise the dissolution process and require decisions about end dates, existing and continuing redevelopment expenditures and, if necessary, other work to be addressed.
- As part of this directing effort, the City, County and CRA Board would develop and review the list of previously committed CRA funds. This includes current payments for existing contractual obligations and consideration for projects in process but not currently under contract.
- Depending upon timing, funds that formerly would have been distributed to the CRA as tax increment could be deposited into the DT District Trust Fund to pay enforceable obligations and, upon payment, any remaining monies would be proportionally redistributed to the City and County.

The City Commission, later in the meeting, directed staff to bring back an agenda for Commission discussion on the continuance of the DT District, as well the potential expansion of the GFS District or the creation of a new district focused on the Southside. Given the complexity of the two areas, staff is proposing to address the DT and GFS issues in separate agenda items.

## **Previous Project Commitments**

The City and County will continue to honor funding commitments that were previously approved. There are three previously approved major redevelopment projects in the DT District receiving tax increment reimbursements that will extend beyond FY 2018. The total amount due in support of the three grants is projected to be \$1,533,222.

- <u>College Town, Phase I</u> The total grant payment to College Town, Phase I was \$2,532,045. The fifth and final payment of \$366,409 will be made in FY 2019.
- <u>Gateway Tallahassee</u> An estimated payment of \$57,000 will be made in FY 2018; however, reimbursements will continue to FY 2026 under the current payment schedule. From FY 2019 to FY 2026 the total estimated remaining reimbursement is \$377,897. These payments include interest of 4.2 percent on the outstanding balance during the first seven years of the reimbursement payments (through FY 2021). The total estimated grant payment to Gateway Tallahassee is \$1,414,766.
- <u>The Onyx</u> The first reimbursement payment was made in FY 2017 for \$288,771; an estimated payment of \$298,000 will be made in FY 2018. From FY 2019 to 2021 the total estimated reimbursement is \$788,916. The total grant payment to the Onyx is projected to be \$1,375,687.

The CRA Board has also approved up to \$883,260 in grant funds for sidewalk and streetscape improvements proposed by the owner/operator of the Doubletree Hotel along the east side of South Adams Street between Park and College Avenues. Approved in October 2014, the CRA agreed to reimburse the Doubletree owner/operator the cost of the improvements, which will be reimbursed over a 10-year period (\$88,326/year) once the improvements are completed. Although the Board approved

the grant funds, the hotel owner/operator has not executed an agreement with the CRA at this time. Because an agreement is not in place, staff is not certain of the actual financial commitment of the CRA at this time.

Depending on the CRA Board's direction, there are three options for paying off these obligations including:

- Make payments as currently scheduled,
- Making the payments earlier than required through existing DT District revenues or,
- Using City and County general funds to make payments beyond FY 2019 or 2020.

#### New Project Commitments

In addition to the previously approved funding commitments, the CRA Board may choose to approve funding for three projects which are currently under consideration; The Firestone Bloxham project at Cascades, the 4Forty North project at the Envision Credit Union site, and the Washington Square project on the former Ausley-McMullen Law Office site behind the Leon County Courthouse. If the Board approves the current requests for funding, the impacts will be as follows:

- Firestone Bloxham at Cascades: With an estimated taxable value of \$132.0 million this project will generate approximately \$1,077,754 in TIF beginning in FY 2022, and approximately \$15.3 million through FY 2034 when the DT District sunsets. The developer has requested that 90% of that TIF be reimbursed annually through 2034. This amounts to \$984,528 in 2022 and a projected total of \$13.9 million through FY 2034. Any remaining TIF will be used by the CRA to pay for parking or other improvements as directed by the CRA Board. In addition to the TIF that will be collected by the CRA, Leon County will receive an average of approximately \$664,411 each year (\$8.6 million over the thirteen-year period) based on the anticipated increase in the property's taxable value and their uncommitted millage per the DT Interlocal Agreement.
- Charles Street Properties Project: With an estimated taxable value of \$36.7 million this project is expected to generate \$299,344 in TIF in FY 2022, and approximately \$4.3 million through FY 2034. The developer has requested that 100% of the TIF be reimbursed to the developer through FY 2034. In addition to the TIF that will be collected by the CRA, Leon County will receive an average of approximately \$163,679 each year (\$2.1 million over the thirteen-year period) in property tax from their uncommitted millage.
- Washington Square:At this time, staff is seeking direction on the Washington Square project. However, based on preliminary development information, this development is estimated to have a taxable value of \$56.7 million, and is expected to generate \$462,720 in TIF in FY 2022, and approximately \$6.6 million through FY 2034.Staff anticipates the developer will request that all or a majority of the TIF be reimbursed to them through FY 2034. In addition to the TIF that will be collected by the CRA, Leon County will receive an average of approximately \$252,306 each year (\$3.3 million over the thirteen-year period) in property tax from their uncommitted millage.

As with projects that were previously approved for CRA funding, if the CRA Board approves funding for these projects, annual tax increment funds will continue to be committed to each project as directed.

## **Options for Phasing Out the Downtown District:**

Staff has identified four options for Board consideration:

- 1. No change to DT District Operations
  - DT District would continue to function as is until June 30, 2034.
  - Based on Preliminary Taxable Values the DT District will receive \$1,997,852 in TIF for FY 2018, this includes \$953,071 in City contributions and \$1,044,781 in County contributions.
  - Leon County will receive approximately \$989,676 in property tax revenue from their uncommitted DT District millage.
  - If the three projects (Firestone-Bloxham, 4Forty North and Washington Square) are constructed and added to the tax rolls in 2021 with a total projected new value increases of \$243.3 million:
    - Projected DT District taxable values would increase from \$464,394,490 in 2017 to \$766,079,753 in 2022.

- The projected annual DT District TIF will increase from \$2.2 million in FY 2021 to \$4.3 million in FY 2022.
- The amount of committed funding as discussed in *Previous Project Commitments* does not change.
- 2. <u>Sunset the DT District by 2020</u>
  - Sunset and end all TIF funding and programs by September 30, 2019.
  - FY 2020 DT TIF is projected to be \$2,157,151, with \$1,029,069 contributed by the City and \$1,128,087 contributed by the County.Beginning in FY 2020 most of these funds would be retained by the City and County as general revenue.Some payments to the CRA would need to be made to cover existing development agreement payments.
  - Using current taxable values, without the three new projects, if the DT District sunsets in FY 2020, the City would receive a total of approximately \$19.9 million in tax increment FY 2020 through FY 2034; the County would receive approximately \$21.8 million. This is based on the projected FY 2019 taxable values and an annual increase in taxable value of 2.0 percent.
  - As discussed in *Previous Project Commitments*, current debt that would need to be paid, not including pending projects, is projected at \$1,533,222.
- 3. Retain the DT District with Restrictions
  - Maintain structure and current boundary of the DT District but narrow the focus of utilizing TIF funding.
  - The DT District currently funds large and small events, small business improvement grants, and large projects.
  - Considerations for restrictions:
    - Fund only specific programs and/or projects TIF would continue to be collected by the CRA per 163.387, FS, but would be proportionally returned to the City and County, less program and project expenses needed to implement and monitor the specific programs and projects.
    - Establish Funding Ceilings DT District would continue to operate as is until June 30, 2034, but the CRA Board, City and County could establish a maximum amount for TIF expenditures. If the TIF generated by the DT District exceeds that amount, those funds would be proportionally returned to the City and County.
    - Focus on large projects and infrastructure projects,
    - $\circ$  Do not fund DT events, business facility improvements or other smaller projects.
  - Areas recommended for continued CRA focus include;
    - The Greyhound Bus Station block,
    - $\circ\,$  Properties along the Governors Walk on Adams St.,
    - $\circ\,$  The intersection of Monroe and Tennessee Streets, particularly the NW and SW corners,
    - C. K. Steele Bus station,
    - Infrastructure projects.
  - The amount of committed funding as discussed in *Previous Project Commitments* does not change.
- 4. Retain the DT District with County removed from the District
  - DT District would continue to function as is until June 30, 2034, without new Leon County participation beginning in FY 2022. The County tax increment contribution would be returned to the County, minus the TIF allocated to previously committed projects.
  - The City generated TIF would remain available for development incentives. The estimated City TIF contribution is \$1,029,064 in FY 2020 and is expected to grow to \$1,654,293 by FY 2034; for total projected TIF contributions of \$19,924,242. This assumes no new projects and a 2% annual growth rate. With the three previously discussed projects and a 2% annual growth rate, the City will contribute \$1,029,064 to the FY 2020 TIF which is projected to grow to \$2,856,321 in FY 2034, for a total projected TIF contributions of \$33,838,130.
  - Leon County revenues from within the DT District boundary during this same time are estimated at \$42,539,996 (at 8.3144 mils) with no new projects and a 2% annual growth rate. If the Firestone-Bloxham, 4Forty North and Washington Square developments are included beginning in FY 2022, the County revenues increase to a projected \$72,232,028 (at 8.3144 mils)
  - The amount of committed funding as discussed in *Previous Project Commitments* does not change.

## Review of CRA Impacts on the DT District:

The following table highlights the amount of private investment generated by CRA projects in the DT District and the impact these projects have on property values.

Downtown District CRA - Major Project Results (as of January 2017)										
Project Name	CRA Investment	Est. Private Investment	Pre- Development Taxable Value	Post- Development Taxable Value ¹	Increase in Taxable Value					
Marriott Residence Inn on Gaines St.	\$500,000	\$11,505,000	\$588,166	\$7,897,614	\$7,309,448					
Alliance Center on Monroe St.	\$495,000	\$16,953,000	\$1,282,584	\$8,763,858	\$7,481,274					
College Town, Phase 1	\$2,532,000	\$17,018,000	\$1,207,059	\$15,848,239	\$14,641,180					
The Catalyst on Madison St.		\$25,488,000	\$925,562	\$27,241,605	\$26,316,043					
601 Copeland St.	\$395,000	\$21,105,000	\$0	\$18,546,966	\$18,546,966					
Gateway Tallahassee at Monroe and Tennessee St.	\$1,414,766	\$12,992,000	\$2,120,484	\$7,125,962	\$5,005,478					
The Onyx on Macomb St.	<u>\$1,368,892</u>	<u>\$41,000,000</u>	<u>\$999,376</u>	\$48,154,359	\$47,156,98 <u>3</u>					
Total	\$7,617,658	\$146,061,000	\$7,123,231	\$133,578,603	\$126,457,372					

## 1. Based on 2016 certified values

In summary, these figures show that the property value increase generated by these seven CRA supported projects (\$126,457,372) is responsible for approximately 55.9% of the total increase in DT District property values between 2004 and 2016.

A list of the major DT District projects and programs the CRA has supported since FY 2005 is at Attachment 2.

## Additional Considerations

The CRA Board may desire to move properties from the DT District to the GFS District: Adding areas from the DT District to the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) would require the full statutory process outlined in Chapter 163, Part III, FS, including a Finding of Necessity and a revised community redevelopment plan. Any Page 750 of 909 Posted 4:30 p.m. on October 17, 2017

#### Attachment #7 Page 6 of 6

properties added to the GFS District would be funded at TIF parity (equal TIF contributions by the City and County). Adding DT District areas to the GFS District may be met with opposition from GFS District residents and business owners who might be concerned that the TIF generated within their district from improvements that have occurred since FY 2000 would be used on downtown projects.

<u>Infrastructure needs within the DT District</u>. Please see Attachment 3 for a list of various infrastructure improvement needs within the DT District. While CRA funding is inadequate for funding most of the infrastructure projects, the CRA could be directed to fund enhancements to infrastructure improvements, such as through street and pedestrian lighting, improved landscaping and other pedestrian amenities.

Other Economic Development Incentives that would Support Appropriate Infill Redevelopment. At this time the CRA is the only source of development incentives exclusively targeted to the DT District that can be used for infill redevelopment efforts. Statewide competitive programs such as the Florida Job Growth Grant Fund are available through Enterprise Florida for economic development project proposals that enhance community infrastructure or develop workforce training programs. Additionally, Blueprint 2000 will have County-wide incentive funds in 2020. However, none of these are specifically targeted for the DT District.

#### Process:

In addition to the requirements outlined in Chapter 163, Part II, F.S., that address the operation of a redevelopment area, the Interlocal Agreement between the City, County and CRA would apply. Per the "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" (the "Interlocal Agreement"), as amended, any action to phase out or restructure the DT District would have to be approved by the CRA Board, the City Commission and the BOCC.

#### **Options**

- 1. Accept staff's report.
- 2. Do not accept staff's report.
- 3. Board direction.

#### Attachments/References

1. The Interlocal Agreement dated June 23, 2004, and amended on October 4, 2007, February 9, 2009, and December 11, 2014.

- 2. List of all DT CRA projects
- 3. Infrastructure needs within the DT CRA District

Attachment 1.pdf (529 KB) Attachment 2.pdf (120 KB) Attachment 3.pdf (2,322 KB)

## Summary of DT District Options - Revenues and Expenses (FY 2018 - FY 2034)

	Option 1 ¹	Option 2 ²	Option 3 ³	<b>Option</b> 4 ⁴
Projected Tax Increment ⁵	\$85,366,425	\$78,174,707	\$85,366,425	\$64,008,418
City Tax Increment	\$40,723,867	\$37,293,073	\$40,723,867	\$40,723,867
County Tax Increment	\$44,642,559	\$40,881,634	\$44,642,559	\$23,284,551
Operating Expenses	\$6,384,533	\$1,089,616	\$6,384,533	\$6,384,533
Current DT District Commitments ⁶				
Catalyst (ends in FY 2018)	\$38,553	\$38,553	\$38,553	\$38,553
601 S. Copeland (ends in FY 2018)	\$30,000	\$30,000	\$30,000	\$30,000
College Town Phase 1 (ends in FY 2019)	\$732,818	\$732,818	\$732,818	\$732,818
Gateway (ends in FY 2026)	\$434,897	\$434,897	\$434,897	\$434,897
Onyx/444 College (ends in FY 2021)	\$1,080,916	\$1,080,916	\$1,080,916	\$1,080,916
Doubletree ROW Imp. (ends in FY 2028)	\$883,260	\$883,260	\$883,260	\$883,260
Other (from FY 2018 Budget)	<u>\$307,500</u>	<u>\$307,500</u>	<u>\$307,500</u>	<u>\$307,500</u>
TOTAL	\$3,507,944	\$3,507,944	\$3,507,944	\$3,507,944
Future DT District Commitments ⁷				
NAP/Firestone-Bloxham/Cascade	\$13,809,415	\$13,809,415	\$13,809,415	\$13,809,415
Cascade Public Garage Debt Service	\$8,221,785	\$8,221,785	\$8,221,785	\$8,221,785
CSIP/4Forty North	\$4,295,416	\$4,295,416	\$4,295,416	\$4,295,416
Washington Square	<u>\$6,621,268</u>	<u>\$0</u>	<u>\$6,621,268</u>	<u>\$6,621,268</u>
TOTAL	\$32,947,884	\$26,326,616	\$32,947,884	\$32,947,884
Uncommitted Funds (TIF less expenses) ⁸	\$42,526,064	\$47,250,531	\$42,526,064	\$21,168,057
Uncommitted Funds Returned to City ⁹	\$0	\$21,737,015	\$19,483,218	\$0
Uncommitted Funds Returned to County ¹⁰	\$0	\$23,828,662	\$21,357,992	\$0
Non-TIF Funds Retained by County ¹¹	\$46,258,110	\$42,343,218	\$46,258,110	\$46,258,110

Notes:

- 1. Option 1 No Change to DT District; includes \$250.0 M in new value for Firestone-Bloxham, 4Forty North and Washington Square starting in FY 2022. The Doubletree ROW improvements (\$88,326/year for 10 years) are included even though we do not have an executed agreement with them.
- 2. Option 2 Sunset DT District in FY 2020, funding for currently approved projects/agreements, no tax increment other than that required for projects with CRA agreements or approved by the CRA Board; does not include the Washington Square development.
- 3. Option 3 Allows for continued operation of the DT District with a focus on specific redevelopment areas or projects. This option includes funding of existing projects/agreements and for Firestone-Bloxham, 4Forty North and Washington Square Projects; other projects would be added with CRA Board approval.
- 4. Option 4 DT District continues to be funded by the City, with covering only their portion of approved projects including NAP/Cascades, CSIP/4 Forty North and Washington Square. Assumes no new County contributions in support of projects not listed under Current DT District Commitments or Future DT District Commitments on this table.
- 5. Tax increment projections for FY 2018 to FY 2034.
- 6. CRA Board projects approved and/or under agreement with the CRA as of July 31, 2017.
- 7. CRA Board projects approved after July 31, 2017, or authorized for staff to discuss funding assistance for future Board discussion (Washington Square).
- 8. The projected amount of tax increment available under the 4 options. For Options 2 and 3 it is assumed these funds would be proportionally returned to the City and County under the concept that "each project must pay for itself."
- 9 & 10. These are the projected amount of TIF funds that would be uncommitted under the concept that each approved project "must pay for itself", and would be returned to the City and County under Options 2 and 3.
- 11. This represents the amount of ad valorem revenue the County retains from new/added value within the DT District because, under the *Interlocal* Agreement, it only contributes 4.2698 mils to the DT District, retaining 4.0446 mils (assuming a millage rate of 8.3144 mils and not including the EMS MSTU).

	Downtown District Community Redevelopment Area Sunset Review FY 2018 - FY 2034 OPTION 1 - NO CHANGE TO CURRENT DT DISTRICT OPERATIONS (TIF Revenue based on City @ 4.1 mils and County @ 4.2698 mils)											
Fiscal	Year	LCPA	Tax Increment		TIF Revenue ¹		Fina	ncial Commitm	ents ²	Uncommitted Funds Share ³		Net Property Taxes ⁴
		Taxable Value	Baseline Value	Total	City	County	Operating	Projects	Uncommitted	City	County	County
Base	2004	\$238,244,226		\$0	\$0	\$0						
1	2005	\$248,161,463	\$9,917,237	\$122,101	\$34,859	\$87,242						
2	2006	\$262,568,978	\$24,324,752	\$299,486	\$85,502	\$213,985						
3	2007	\$315,597,954	\$77,353,728	\$603,746	\$271,898	\$331,847						
4	2008	\$388,375,621	\$150,131,395	\$1,000,801	\$451,921	\$548,880						
5	2009	\$388,888,359	\$150,644,133	\$1,017,906	\$459,604	\$558,302						
6	2010	\$338,261,824	\$100,017,598	\$778,617	\$351,562	\$427,055						
7	2011	\$375,780,116	\$137,535,890	\$1,070,689	\$483,439	\$587,251						
8	2012	\$365,049,309	\$126,805,083	\$987,152	\$445,720	\$541,432						
9	2013	\$331,339,494	\$93,095,268	\$724,728	\$327,230	\$397,498						
10	2014	\$325,507,552	\$87,263,326	\$679,328	\$306,731	\$372,597						
11	2015	\$395,950,365	\$157,706,139	\$1,227,711	\$554,337	\$673,374						
12	2016	\$408,741,995	\$170,497,769	\$1,408,277	\$680,286	\$727,991						
13	2017	\$464,394,490	\$226,150,264	\$1,846,472	\$880,855	\$965,616						
14	2018	\$482,795,226	\$244,551,000	\$1,996,710	\$952,526	\$1,044,184	\$368,622	\$1,091,462	\$536,626	\$0	\$0	\$989,111
15	2019	\$523,832,820	\$285,588,594	\$2,331,774	\$1,112,368	\$1,219,406	\$375,994	\$807,551	\$1,148,228	\$0	\$0	\$1,155,092
16	2020	\$568,358,610	\$330,114,384	\$2,695,318	\$1,285,796	\$1,409,522	\$375,994	\$446,552	\$1,872,772	\$0	\$0	\$1,467,226
17	2021	\$579,725,782	\$341,481,556	\$2,788,129	\$1,330,071	\$1,458,058	\$375,994	\$331,199	\$2,080,936	\$0	\$0	\$1,517,749
18	2022 5	\$841,320,298	\$603,076,072	\$4,923,996	\$2,348,981	\$2,575,014	\$375,994	\$2,506,427	\$2,041,574	\$0	\$0	\$2,680,432
19	2023	\$858,146,704	\$619,902,478	\$5,061,380	\$2,414,520	\$2,646,860	\$375,994	\$2,527,819	\$2,157,566	\$0	\$0	\$2,755,219
20	2024	\$875,309,638	\$637,065,412	\$5,201,512	\$2,481,370	\$2,720,142	\$375,994	\$2,556,330	\$2,269,188	\$0	\$0	\$2,831,501
21	2025	\$892,815,831	\$654,571,605	\$5,344,446	\$2,549,556	\$2,794,890	\$375,994	\$2,585,272	\$2,383,180	\$0	\$0	\$2,909,309
22	2026	\$910,672,147	\$672,427,921	\$5,490,239	\$2,619,107	\$2,871,133	\$375,994	\$2,573,137	\$2,541,109	\$0	\$0	\$2,988,673
23	2027	\$928,885,590	\$690,641,364	\$5,638,949	\$2,690,048	\$2,948,900	\$375,994	\$2,590,879	\$2,672,075	\$0	\$0	\$3,069,625
24	2028	\$947,463,302	\$709,219,076	\$5,790,632	\$2,762,408	\$3,028,224	\$375,994	\$2,619,746	\$2,794,891	\$0	\$0	\$3,152,195
25	2029	\$966,412,568	\$728,168,342	\$5,945,349	\$2,836,216	\$3,109,133	\$375,994	\$2,560,721	\$3,008,633	\$0	\$0	\$3,236,417
26	2030	\$985,740,819	\$747,496,593	\$6,103,160	\$2,911,499	\$3,191,661	\$375,994	\$2,590,461	\$3,136,704	\$0	\$0	\$3,322,323
27	2031	\$1,005,455,636	\$767,211,410	\$6,264,128	\$2,988,288	\$3,275,839	\$375,994	\$2,620,647	\$3,267,486	\$0	\$0	\$3,409,948
28	2032	\$1,025,564,748	\$787,320,522	\$6,428,315	\$3,066,613	\$3,361,701	\$375,994	\$2,651,287	\$3,401,033	\$0	\$0	\$3,499,325
29	2033	\$1,046,076,043	\$807,831,817	\$6,595,785	\$3,146,505	\$3,449,280	\$375,994	\$2,682,386	\$3,537,405	\$0	\$0	\$3,590,489
30	2034	\$1,066,997,564	\$828,753,338	\$6,766,605	\$3,227,994	\$3,538,611	\$375,994	\$2,713,952	\$3,676,659	\$0	\$0	\$3,683,477
	Total			\$97,133,440	\$46,057,810	\$51,075,630	\$6,384,533	\$36,455,828	\$42,526,064	\$0	\$0	\$46,258,110

Notes:

1. TIF revenues from FY 2004 to FY 2018 are based on the certified/final values issued by the Leon County Property Appraiser, values from FY 2019 on are projections that assume an 8.5 percent annual increase in taxable value in FY 2019 and 2020, and 2.0 percent from FY 2021 to FY 2034.

2. Annual operating expenses and expenses to meet existing/approved project commitments, including NAP/Cascades, CSIP/4 Forty North and Washington Square. Funds in the "Uncommitted" column are available to support other Board approved projects and/or programs.

3. The amount of uncommitted DT District funds returned to the City and County under the option terms. No uncommitted funds are returned to the City or County under Option 1.

4. The additional ad valorem taxes the County collects in the DT District that are not part of their annual payment to the CRA per the interlocal agreement. The difference is currently 4.0446 mils but is projected by the County to increase by 0.4 mils to 4.4446 in FY 2020.

5. The FY 2022 projected first-year taxable value includes the anticipated taxable value of NAP/Cascades (\$150.0M), CSIP/4Forty North (\$40.0M) and Washington Square (\$60.0M)

10/16/2017

#### Downtown District Community Redevelopment Area FY 2018 - FY 2034

**OPTION 2 - SUNSET THE DT DISTRICT IN FY 2020*** 

(TIF Revenue based on City @ 4.1 mils and County @ 4.2698 mils)

*Includes funding for projects approved as of September 25, 2017: Catalyst, 601 S. Copeland, Collegetown Phase I, Gateway, Onyx,

Doubletree ROW, NAP/Cascades, CSIP/4 Forty North and Washington Square. No new projects accepted under this option.

Fiscal	Year	LCPA	Tax Increment		TIF Revenue ¹		Finar	ncial Commitme	ents ²	Uncommitted Funds Share ³ Net Prop		Net Proper	ty Taxes ⁴
		Taxable Value	Baseline Value	Total	City	County	Operating	Projects	Uncommitted	City	County	City	County
Base	2004	\$238,244,226		\$0	\$0	\$0							
1	2005	\$248,161,463	\$9,917,237	\$122,101	\$34,859	\$87,242							
2	2006	\$262,568,978	\$24,324,752	\$299,486	\$85,502	\$213,985							
3	2007	\$315,597,954	\$77,353,728	\$603,746	\$271,898	\$331,847							
4	2008	\$388,375,621	\$150,131,395	\$1,000,801	\$451,921	\$548,880							
5	2009	\$388,888,359	\$150,644,133	\$1,017,906	\$459,604	\$558,302							
6	2010	\$338,261,824	\$100,017,598	\$778,617	\$351,562	\$427,055							
7	2011	\$375,780,116	\$137,535,890	\$1,070,689	\$483,439	\$587,251							
8	2012	\$365,049,309	\$126,805,083	\$987,152	\$445,720	\$541,432							
9	2013	\$331,339,494	\$93,095,268	\$724,728	\$327,230	\$397,498							
10	2014	\$325,507,552	\$87,263,326	\$679,328	\$306,731	\$372,597							
11	2015	\$395,950,365	\$157,706,139	\$1,227,711	\$554,337	\$673,374							
12	2016	\$408,741,995	\$170,497,769	\$1,408,277	\$680,286	\$727,991							
13	2017	\$464,394,490	\$226,150,264	\$1,846,472	\$880,855	\$965,616							
14	2018	\$482,795,226	\$244,551,000	\$1,996,710	\$952,526	\$1,044,184	\$368,622	\$1,091,462	\$536,626	\$0	\$0	\$0	\$887,44
15	2019	\$523,832,820	\$285,588,594	\$2,331,774	\$1,112,368	\$1,219,406	\$375,994	\$807,551	\$1,148,228	\$0	\$0	\$0	\$1,036,36
16	2020	\$568,358,610	\$330,114,384	\$546,552	\$260,731	\$285,820	\$100,000	\$446,552	\$0	\$0	\$0	\$1,025,064	\$2,447,093
17	2021	\$579,725,782	\$341,481,556	\$431,199	\$205,702	\$225,496	\$100,000	\$331,199	\$0	\$0	\$0	\$1,124,368	\$2,601,520
18	2022 5	\$841,320,298	\$603,076,072	\$2,606,427	\$1,243,391	\$1,363,036	\$100,000	\$2,506,427	\$0	\$0	\$0	\$1,105,590	\$3,629,63
19	2023	\$858,146,704	\$619,902,478	\$2,627,819	\$1,253,596	\$1,374,223	\$100,000	\$2,527,819	\$0	\$0	\$0	\$1,160,924	\$3,757,75
20	2024	\$875,309,638	\$637,065,412	\$2,656,330	\$1,267,197	\$1,389,133	\$100,000	\$2,556,330	\$0	\$0	\$0	\$1,214,173	\$3,884,92
21	2025	\$892,815,831	\$654,571,605	\$2,685,272	\$1,281,004	\$1,404,268	\$100,000	\$2,585,272	\$0	\$0	\$0	\$1,268,553	\$4,014,72
22	2026	\$910,672,147	\$672,427,921	\$2,673,137	\$1,275,214	\$1,397,922	\$100,000	\$2,573,137	\$0	\$0	\$0	\$1,343,892	\$4,168,893
23	2027	\$928,885,590	\$690,641,364	\$2,690,879	\$1,283,678	\$1,407,201	\$100,000	\$2,590,879	\$0	\$0	\$0	\$1,406,370	\$4,310,39
24	2028	\$947,463,302	\$709,219,076	\$2,719,746	\$1,297,449	\$1,422,297	\$100,000	\$2,619,746	\$0	\$0	\$0	\$1,464,959	\$4,449,10
25	2029	\$966,412,568	\$728,168,342	\$2,660,721	\$1,269,292	\$1,391,430	\$100,000	\$2,560,721	\$0	\$0	\$0	\$1,566,924	\$4,636,84
26	2030	\$985,740,819	\$747,496,593	\$2,690,461	\$1,283,479	\$1,406,982	\$100,000	\$2,590,461	\$0	\$0	\$0	\$1,628,020	\$4,781,30
27	2031	\$1,005,455,636	\$767,211,410	\$2,720,647	\$1,297,879	\$1,422,768	\$100,000	\$2,620,647	\$0	\$0	\$0	\$1,690,409	\$4,928,73
28	2032	\$1,025,564,748	\$787,320,522	\$2,751,287	\$1,312,496	\$1,438,791	\$100,000	\$2,651,287	\$0	\$0	\$0	\$1,754,117	\$5,079,18
29	2033	\$1,046,076,043	\$807,831,817	\$2,782,386	\$1,327,332	\$1,455,054	\$100,000	\$2,682,386	\$0		\$0	\$1,819,173	\$5,232,72
30	2034	\$1,066,997,564	\$828,753,338	\$2,813,952	\$1,342,390	\$1,471,562	\$100,000	\$2,713,952	\$0	\$0	\$0	\$1,885,604	\$5,389,42
					A04 500 000	A07 550 6 15	<b>**</b>	AAA 455 655	A4 004 07 1				A05 000 00
	Total			\$52,152,314	\$24,599,668	\$27,552,645	\$2,244,616	\$36,455,828	\$1,684,854	\$0	\$0	\$21,458,141	\$65,236,06

Notes:

 TIF revenues from FY 2004 to FY 2018 are based on the certified/final values issued by the Leon County Property Appraiser, the FY 2019 value assumes an 8.5 percent over FY 2018. Starting in FY 2020 only the tax increment required to fund approved projects and limited operational expenses are charged to the City (47.70 percent) and the County (52.30 percent).

- 2. Annual operating expenses and expenses to meet existing/approved project commitments, including NAP/Cascades, CSIP/4 Forty North and Washington Square. Because no new projects are accepted under this option, Operating expenses are limited to \$100,000/year for projection purposes.
- 3. Because only the tax increment required to cover approved project and operating costs are collected starting in FY 2020 there are no Uncommitted Funds anticipated starting in FY 2020. There is an estimated \$1.7 million in funds from FY 2018 and 2019 that may be available as Uncommitted Funds.
- 4. The ad valorem taxes the City and County will retain from funding only the approved projects as described in Footenote 2. The savings are based on the existing or projected millage rate for the City (4.1 mils) and County (8.3144 mils) less their respective expenses from FY 2020 to FY 2034. The County millage includes an anticipated County identified 0.4 mill increase to 8.7144 mils beginning in FY 2020.
- 5. The FY 2022 projected first-year taxable value includes the anticipated taxable value of NAP/Cascades (\$150 million), CSIP/4Forty North (\$40 million) and Washington Square (\$60 million) are included.

10/16/2017

Downtown District Community Redevelopment Area													
FY 2018 - FY 2034 OPTION 3 - FOCUSED INVESTMENT AREAS*													
(TIF Revenue based on City @ 4.1 mils and County @ 4.2698 mils)													
	*Includes funding for projects approved prior to July 31, 2017, as well as NAP/Cascades, CSIP/4Forty North and Washington Square.												
												Net Property	
Fiscal Y	/ear	LCPA	Tax Increment		TIF Revenue ¹		Finan	cial Commitme	ents ²	Uncommitted I	Funds Share ³	Taxes⁴	
		Taxable Value	Baseline Value	Total	City	County	Operating	Projects	Uncommitted	City	County	County	
Base	2004	\$238,244,226		\$0	\$0	\$0							
1	2005	\$248,161,463	\$9,917,237	\$122,101	\$34,859	\$87,242							
2	2006	\$262,568,978	\$24,324,752	\$299,486	\$85,502	\$213,985							
3	2007	\$315,597,954	\$77,353,728	\$603,746	\$271,898	\$331,847							
4	2008	\$388,375,621	\$150,131,395	\$1,000,801	\$451,921	\$548,880	_						
5	2009	\$388,888,359	\$150,644,133	\$1,017,906	\$459,604	\$558,302	_						
6	2010	\$338,261,824	\$100,017,598	\$778,617	\$351,562	\$427,055							
7	2011	\$375,780,116	\$137,535,890	\$1,070,689	\$483,439	\$587,251							
8	2012	\$365,049,309	\$126,805,083	\$987,152	\$445,720	\$541,432							
9	2013	\$331,339,494	\$93,095,268	\$724,728	\$327,230	\$397,498							
10	2014	\$325,507,552	\$87,263,326	\$679,328	\$306,731	\$372,597							
11	2015	\$395,950,365	\$157,706,139	\$1,227,711	\$554 <i>,</i> 337	\$673,374							
12	2016	\$408,741,995	\$170,497,769	\$1,408,277	\$680,286	\$727,991							
13	2017	\$464,394,490	\$226,150,264	\$1,846,472	\$880 <i>,</i> 855	\$965,616							
14	2018	\$482,795,226	\$244,551,000	\$1,996,710	\$952 <i>,</i> 526	\$1,044,184	\$368,622	\$1,091,462	\$536,626	\$0	\$0	\$989,111	
15	2019	\$523,832,820	\$285,588,594	\$2,331,774	\$1,112,368	\$1,219,406	\$375,994	\$807,551	\$1,148,228	\$0	\$0	\$1,155,092	
16	2020	\$568,358,610	\$330,114,384	\$2,695,318	\$1,285,796	\$1,409,522	\$375,994	\$446,552	\$1,872,772	\$893,402	\$979,370	\$1,467,226	
17	2021	\$579,725,782	\$341,481,556	\$2,788,129	\$1,330,071	\$1,458,058	\$375,994	\$331,199	\$2,080,936	\$992,706	\$1,088,229	\$1,517,749	
18	2022 5	\$841,320,298	\$603,076,072	\$4,923,996	\$2,348,981	\$2,575,014	\$375,994	\$2,506,427	\$2,041,574	\$973,929	\$1,067,645	\$2,680,432	
19	2023	\$858,146,704	\$619,902,478	\$5,061,380	\$2,414,520	\$2,646,860	\$375,994	\$2,527,819	\$2,157,566	\$1,029,263	\$1,128,304	\$2,755,219	
20	2024	\$875,309,638	\$637,065,412	\$5,201,512	\$2,481,370	\$2,720,142	\$375,994	\$2,556,330	\$2,269,188	\$1,082,511	\$1,186,676	\$2,831,501	
21	2025	\$892,815,831	\$654,571,605	\$5,344,446	\$2,549,556	\$2,794,890	\$375,994	\$2,585,272	\$2,383,180	\$1,136,891	\$1,246,289	\$2,909,309	
22	2026	\$910,672,147	\$672,427,921	\$5,490,239	\$2,619,107	\$2,871,133	\$375,994	\$2,573,137	\$2,541,109	\$1,212,231	\$1,328,878	\$2,988,673	
23	2027	\$928,885,590	\$690,641,364	\$5,638,949	\$2,690,048	\$2,948,900	\$375,994	\$2,590,879	\$2,672,075	\$1,274,708	\$1,397,367	\$3,069,625	
24	2028	\$947,463,302	\$709,219,076	\$5,790,632	\$2,762,408	\$3,028,224	\$375,994	\$2,619,746	\$2,794,891	\$1,333,297	\$1,461,594	\$3,152,195	
25	2029	\$966,412,568	\$728,168,342	\$5,945,349	\$2,836,216	\$3,109,133	\$375,994	\$2,560,721	\$3,008,633	\$1,435,262	\$1,573,371	\$3,236,417	
26	2030	\$985,740,819	\$747,496,593	\$6,103,160	\$2,911,499	\$3,191,661	\$375,994	\$2,590,461	\$3,136,704	\$1,496,359	\$1,640,346	\$3,322,323	
27	2031	\$1,005,455,636	\$767,211,410	\$6,264,128	\$2,988,288	\$3,275,839	\$375,994	\$2,620,647	\$3,267,486	\$1,558,748	\$1,708,738	\$3,409,948	
28	2032	\$1,025,564,748	\$787,320,522	\$6,428,315	\$3,066,613	\$3,361,701	\$375,994	\$2,651,287	\$3,401,033	\$1,622,456	\$1,778,577	\$3,499,325	
29	2033	\$1,046,076,043	\$807,831,817	\$6,595,785	\$3,146,505	\$3,449,280	\$375,994	\$2,682,386	\$3,537,405	\$1,687,512	\$1,849,893	\$3,590,489	
30	2034	\$1,066,997,564	\$828,753,338	\$6,766,605	\$3,227,994	\$3,538,611	\$375,994	\$2,713,952	\$3,676,659	\$1,753,943	\$1,922,716	\$3,683,477	
	Total			\$97,133,440	\$46,057,810	\$51,075,630	\$6,384,533	\$36,455,828	\$42,526,064	\$19,483,218	\$21,357,992	\$46,258,110	

Notes:

1. TIF revenues from FY 2004 to FY 2018 are based on the certified/final values issued by the Leon County Property Appraiser, values from FY 2019 on are projections that assume an 8.5 percent annual increase in taxable value in FY 2019 and 2020, and 2.0 percent from FY 2021 to FY 2034.

2. Annual operating expenses and expenses to meet existing/approved project commitments, including NAP/Cascades, CSIP/4 Forty North and Washington Square. This option would allow the CRA Board to approved the use funds from the "Uncommitted" column for future projects if they desire.

3. The amount of uncommitted DT District funds returned to the City and County under the option terms. Under Option 3 starting in FY 2020 any TIF funds collected by the CRA that are not used for operating or project expenses will be proportionally returned to the City and County.

4. The additional ad valorem taxes the County collects in the DT District that are not part of their annual payment to the CRA per the interlocal agreement. The difference is currently 4.0446 mils but is projected by the County to increase by 0.4 mils to 4.4446 in FY 2020.

5. The FY 2022 projected first-year taxable value includes the anticipated taxable value of NAP/Cascades (\$150.0M), CSIP/4Forty North (\$40.0M) and Washington Square (\$60.0M)

10/16/2017

#### Downtown District Community Redevelopment Area FY 2018 - FY 2034

**OPTION 4 - CITY TIF FUNDED ONLY STARTING IN FY 2020*** 

(TIF Revenue based on City @ 4.1 mils and County @ 4.2698 mils)

*Includes full TIF contribution by City and County participation in funding projects approved prior to July 31, 2017, as well as the NAP/Cascades Project and CSIP/4 Forty North.

Fiscal Year		LCPA Tax Increment TIF Revenue ¹				Finar	ncial Commitme	ents ²	Uncommitted	Funds Share ³	Net Proper	Net Property Taxes ⁴	
		Taxable Value	Baseline Value	Total	City	County	Operating	Projects	Uncommitted	City	County	City	County
Base	2004	\$238,244,226		\$0	\$0	\$0							
1	2005	\$248,161,463	\$9,917,237	\$122,101	\$34,859	\$87,242							
2	2006	\$262,568,978	\$24,324,752	\$299,486	\$85,502	\$213,985							
3	2007	\$315,597,954	\$77,353,728	\$603,746	\$271,898	\$331,847							
4	2008	\$388,375,621	\$150,131,395	\$1,000,801	\$451,921	\$548,880							
5	2009	\$388,888,359	\$150,644,133	\$1,017,906	\$459,604	\$558,302							
6	2010	\$338,261,824	\$100,017,598	\$778,617	\$351,562	\$427,055							
7	2011	\$375,780,116	\$137,535,890	\$1,070,689	\$483,439	\$587,251							
8	2012	\$365,049,309	\$126,805,083	\$987,152	\$445,720	\$541,432							
9	2013	\$331,339,494	\$93,095,268	\$724,728	\$327,230	\$397,498							
10	2014	\$325,507,552	\$87,263,326	\$679,328	\$306,731	\$372,597							
11	2015	\$395,950,365	\$157,706,139	\$1,227,711	\$554,337	\$673,374							
12	2016	\$408,741,995	\$170,497,769	\$1,408,277	\$680,286	\$727,991							
13	2017	\$464,394,490	\$226,150,264	\$1,846,472	\$880,855	\$965,616							
14	2018	\$482,795,226	\$244,551,000	\$1,996,710	\$952,526	\$1,044,184	\$368,622	\$1,091,462	\$536,626	\$0	\$0	\$0	\$887,4
15	2019	\$523,832,820	\$285,588,594	\$2,331,774	\$1,112,368	\$1,219,406	\$375,994	\$807,551	\$1,148,228	\$0	\$0	\$0	\$1,036,3
16	2020	\$568,358,610	\$330,114,384	\$1,571,616	\$1,285,796	\$285,820	\$375,994	\$446,552	\$749,070	\$0	\$0	\$0	\$2,447,0
17	2021	\$579,725,782	\$341,481,556	\$1,555,567	\$1,330,071	\$225,496	\$375,994	\$331,199	\$848,374	\$0	\$0	\$0	\$2,601,5
18	2022 5	\$841,320,298	\$603,076,072	\$3,712,018	\$2,348,981	\$1,363,036	\$375,994	\$2,506,427	\$829,596	\$0	\$0	\$0	\$3,629,6
19	2023	\$858,146,704	\$619,902,478	\$3,788,743	\$2,414,520	\$1,374,223	\$375,994	\$2,527,819	\$884,930	\$0	\$0	\$0	\$3,757,7
20	2024	\$875,309,638	\$637,065,412	\$3,870,503	\$2,481,370	\$1,389,133	\$375,994	\$2,556,330	\$938,179	\$0	\$0	\$0	\$3,884,9
21	2025	\$892,815,831	\$654,571,605	\$3,953,825	\$2,549,556	\$1,404,268	\$375,994	\$2,585,272	\$992,558	\$0	\$0	\$0	\$4,014,7
22	2026	\$910,672,147	\$672,427,921	\$4,017,029	\$2,619,107	\$1,397,922	\$375,994	\$2,573,137	\$1,067,898	\$0	\$0	\$0	\$4,168,8
23	2027	\$928,885,590	\$690,641,364	\$4,097,249	\$2,690,048	\$1,407,201	\$375,994	\$2,590,879	\$1,130,375	\$0	\$0	\$0	\$4,310,3
24	2028	\$947,463,302	\$709,219,076	\$4,184,705	\$2,762,408	\$1,422,297	\$375,994	\$2,619,746	\$1,188,964	\$0	\$0	\$0	\$4,449,3
25	2029	\$966,412,568	\$728,168,342	\$4,227,645	\$2,836,216	\$1,391,430	\$375,994	\$2,560,721	\$1,290,929	\$0	\$0	\$0	\$4,636,8
26	2030	\$985,740,819	\$747,496,593	\$4,318,481	\$2,911,499	\$1,406,982	\$375,994	\$2,590,461	\$1,352,026	\$0	\$0	\$0	\$4,781,3
27	2031	\$1,005,455,636	\$767,211,410	\$4,411,056	\$2,988,288	\$1,422,768	\$375,994	\$2,620,647	\$1,414,415	\$0	\$0	\$0	\$4,928,7
28	2032	\$1,025,564,748	\$787,320,522	\$4,505,405	\$3,066,613	\$1,438,791	\$375,994	\$2,651,287	\$1,478,123	\$0	\$0	\$0	\$5,079,1
29	2033	\$1,046,076,043	\$807,831,817	\$4,601,559	\$3,146,505	\$1,455,054	\$375,994	\$2,682,386	\$1,543,179	\$0	\$0	\$0	\$5,232,7
30	2034	\$1,066,997,564	\$828,753,338	\$4,699,556	\$3,227,994	\$1,471,562	\$375,994	\$2,713,952	\$1,609,610	\$0	\$0	\$0	\$5,389,4
	Total			\$73,610,455	\$46,057,810	\$27,552,645	\$6,384,533	\$36,455,828	\$19,003,079	\$0	\$0	\$0	\$65,236,0

Notes:

1. TIF revenues from FY 2004 to FY 2018 are based on the certified/final values issued by the Leon County Property Appraiser, the FY 2019 value assumes an 8.5 percent over FY 2018.

Starting in FY 2020 only the tax increment required to fund approved projects and limited operational expenses are charged to the City and County. The County's expenses remain the same as shown in Option 2.

2. Annual operating expenses and expenses to meet existing/approved project commitments, including NAP/Cascades, CSIP/4 Forty North and Washington Square. Funds in the "Uncommitted" column, which starting in FY 2020 are City funds only, are available to support other Board approved projects and/or programs.

3. Starting in FY 2020 under Option 4 no Uncommitted Funds from the City TIF are returned to the City, instead they are used for other Board approved projects. The County TIF contribution is limited to what is needed to meet County obligations is support of existing projects, as a result, there are no uncommitted funds to return to the County.

4. The ad valorem taxes the County will retain from funding only the approved projects as described in Footenote 2. The savings are based on the County millage (currently 8.3144 mils) less their annual CRA expenses through FY 2034. The County calculations include an anticipated County identified 0.4 mill increase to 8.7144 mils beginning in FY 2020.

5. In FY 2022 NAP/Cascades (\$150.0M), CSIP/4Forty North (\$40.0M) and Washington Square (\$60.0M) are added to the tax rolls. The County contributes TIF towards these projects as well.

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#### Agenda Item Details

Meeting	Sep 25, 2017 - CRA Board Meeting
Category	6. Frenchtown Southside District Policy Formation and Direction
Subject	6.01 Discussion on Possible Expansion of the Greater Frenchtown/Southside Community Redevelopment Area Boundaries Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Туре	Action, Discussion
Fiscal Impact	Yes
Budget Source	Future Tax Increment
Recommended Action	Option 1: Accept staff's report.

#### Public Content

For more information, please contact: Rick McCraw, Tallahassee CRA, (850)891-8352

#### Statement of Issue

The possible expansion of the Southside portion of the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) to include South City, or the establishment of a new, stand-alone redevelopment district that includes South City and other residential and commercial areas, has been raised at City of Tallahassee Community Redevelopment Agency (CRA) Board meetings on and off for the past few years. At the July 19, 2017 CRA Board meeting, during the discussion on the possible sunset of the Downtown District Community Redevelopment Area in FY 2020, staff was asked to bring an agenda item to the next CRA Board meeting for discussion on expanding the GFS District or creating a new redevelopment district.

Because of the recent CRA Board discussions on redevelopment needs in the Southside of Tallahassee, the timeframe needed to establish a new redevelopment district and the uncertainty regarding anticipated changes to CRA operations expected during the FY 2018 State Legislative session, staff concentrated on the possible expansion of the Southside boundaries in three areas adjoining the existing GFS District.

Should the Board desire to amend the boundaries of the GFS district, staff will bring back a more detailed blight analysis of the study areas and a more defined schedule for remaining actions.

#### **Recommended** Action

Option 1 - Accept staff's report.

#### Fiscal Impact

There is no fiscal impact at this time.

#### Supplemental Material/Issue Analysis

#### History/Facts & Issues

The GFS District consists of three distinct geographic sections and is comprised of over 1,450 acres of residential, office, commercial/retail, industrial, and green/open space land uses, all conveniently located near downtown Tallahassee

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(Attachment 1). Included within the boundaries of the redevelopment area are thirteen neighborhood communities; seven major commercial/retail areas including sections of Tennessee Street, Tharpe Street, North and South Monroe Streets, Gaines Street, Lake Bradford Road and South Adams Street; and numerous mixed-use areas. In 2016, the boundary of the GFS District was expanded to include the 26 commercial properties on the east side of S. Monroe Street between Perkins and Van Buren Streets. The City Commission adopted the GFS Community Redevelopment Plan and established the GFS Redevelopment Trust Fund in June 2000. The community redevelopment plan was amended in 2016 to include the 26 commercial properties that were added to the district.

Based on CRA Board direction from the July 19th meeting, staff evaluated the possible expansion of the Southside boundary of the GFS District, concentrating on the three areas listed below and shown on the maps at Attachment 2, 3 and 4.

- <u>South City Study Area</u> bounded by Magnolia Street to the north, the properties located on the eastern side of Dozier Drive (up to Magnolia), Orange Avenue to the south and Meridian Street to the west. This does not include the areas of South City already within the GFS District boundary.
- 2. <u>Orange Avenue Study Area</u> generally bounded by Holton/Wies Streets to the north, Pasco Street to the east, Orange Avenue to the South and the CSX railroad tracks to the west.
- 3. <u>Springhill Road Study Area</u> bounded by Kissimmee Street to the north, the CSX railroad tracks to the east, Orange Avenue to the south and Springhill/Lake Bradford Roads to the west.

Chapter 163.340(8), F.S., requires an area designated as a community redevelopment area must, among other things, exhibit at least two of the fourteen listed definitions of blight; the results of this analysis are presented as part of the study area's Finding of Necessity. The 1998 area analysis conducted for the GFS District Finding of Necessity noted areas of South City east of Meridian Street as exhibiting blight conditions per Chapter 163.340(8), F.S. However, this area was not included in the final district boundary because of a concern by some City Commissioners at the time that the proposed redevelopment area may be too large. The Orange Avenue and Springhill Road study areas were not identified as having blight conditions in the 1998 Finding of Necessity.

As noted in the table below, with the exception of Springhill, the study areas are predominantly Residential, covering 480 of the 551 parcels. The Governmental parcels in South City include the Tallahassee Housing Authority properties.

Use	South City Study Area	Orange Avenue Study Area	Springhill Road Study Area
Residential Parcels	360	117	3
Commercial Parcels	4	7	24
Institutional Parcels	9	2	0
Government Parcels	13	2	8
Miscellaneous Parcels	0	1	1
TOTAL	386	129	36

#### **Study Area Evaluation**

For the initial analysis of the study areas staff focused on the three blight conditions listed below. Staff chose these criteria for the initial area evaluation because most of the data is readily available and they could also serve as the basis for the required Finding of Necessity.

- 1. <u>Property Values</u> have the aggregate assessed property values in the study area failed to show any appreciable increase over the past five years?
- 2. <u>Fire and Emergency Medical Services (EMS) Responses</u> are fire and EMS service calls in the study area proportionally higher than the remainder of the city?
- 3. <u>Florida Building Code Violations</u> are there a greater number of recorded violations in the study area than the remainder of the city?

#### **Analysis of Property Values**

Initial analysis of both assessed and taxable values in the three study areas found only the Springhill Road Study Area failed to demonstrate any appreciable increase over the past five years in both assessed and taxable property values. This condition of blight may apply to Springhill but it does not appear to apply to either the South City and Orange Avenue study areas.

Assessed Property Values					
Tax Year	South City Study Area	Orange Ave. Study Area	Springhill Road Study Area		
2012	\$37,927,207	\$13,434,317	\$3,235,067		
2014	\$39,644,546	\$13,614,007	\$3,499,238		
2016	\$41,471,697	\$14,810,574	\$3,434,450		
Taxable Pı	roperty Values				
Tax Year	South City Study Area	Orange Ave. Study Area	Springhill Road Study Area		
2012	\$20,098,641	\$9,314,178	\$3,112,891		
2014	\$23,709,752	\$9,570,359	\$3,377,062		
2016	\$22,043,879	\$10,922,375	\$3,306,165		

Source: Leon County Property Appraiser files

Prepared By: Tallahassee-Leon County Office of Economic Vitality, Tallahassee-Leon County Planning Department

#### **Analysis of Fire and EMS Responses**

Data on EMS response services was not available for this analysis; however the Tallahassee Fire Department (TFD) typically responds to most EMS calls. As a result, staff used TFD response data to evaluate this possible condition of blight. As shown in the table below, the 2015-2016 TFD Incident Rate per 1,000 Population for the entire city was 220.4. The South City Study Area had a rate of 318.7 and the Orange Avenue Study Area had a rate of 356.7, it appears service calls in both study areas are proportionally higher than the remainder of the city. Because of the small number of fire response incidents for 2015 to 2016 (34) and a population of approximately 11 residents, the nearly 3,091 incident rate for the Springhill Road Study Area appears to be distorted, and service calls in the study area may not be proportionally higher than the remainder of the city.

#### **Tallahassee Fire Department Incident Summary, 2015-2016**

	Total Incidents	Incident Rate per 1,000 Population	Incident Rate per Sq. Mile
South City Study Area	834	318.7	1,737.5
Orange Avenue Study Area	321	356.7	3,566.7
Springhill Road Study Area	34	3,090.9	283.3
City of Tallahassee Total	39,984	220.4	387.8
Leon County Total	53,238	193.3	75.7

Source: City of Tallahassee, Technology & Innovations Prepared By: Tallahassee-Leon County Office of Economic Vitality, Tallahassee-Leon County Planning Department

#### **Analysis of Code Violations**

In analyzing code violations, staff used building code information from the City's Growth Management Department, separating the violations into two broad categories: (1) Dangerous Building & Substandard Buildings and (2) Care of Premise

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& Inoperable Vehicle Violations. As shown in the table below, the South City and Orange Avenue study areas demonstrate recorded violations of both Dangerous Building & Substandard Buildings and Care of Premise & Inoperable Vehicle Violations that are greater than in the remainder of the city. Because of the small incident rate and size of the Springhill Road Study Area, it appears the incident rate may be distorted, and service calls in the study area may not be proportionally higher than the remainder of the city.

	South City Study Area	Orange Avenue Study Area	Springhill Road Study Area	City of Tallahassee
Building Code Violations (Dangerous Building & Substandard Buildings)	64.6	33.3	8.3	10.7
Care of Premise & Inoperable Vehicle Violations	518.8	600.0	41.7	95.0
Total Violations, 2015-2016	583.3	633.3	50.0	105.7

#### City of Tallahassee Code Violations, 2015-2016, Rate per Sq. Mile

Source: City of Tallahassee, Growth Management Department

Prepared By: Tallahassee-Leon County Office of Economic Vitality, Tallahassee-Leon County Planning Department

#### **Fiscal Impact**

The table below assesses the first year impact of adding the properties in the study areas to the CRA boundary if the areas had been expanded in FY 2015 and began collecting tax increment in FY 2016. As shown, the increment projected to be generated from the inclusion of the study areas is expected to be minimal, especially in the first years. The analysis also assumes tax increment parity between the City and County, with the County contributions based on the existing City millage.

Study Area	FY 2015 Taxable Value	FY 2016 Taxable Value	Change in Taxable Value	Projected Tax Increment
South City	\$21,351,183	\$22,043,879	\$692,696	\$5,656
Orange Ave. In-Fill	\$10,299,605	\$10,922,375	\$622,770	\$5,085
Springhill Road	\$3,402,536	\$3,306,165	(\$96,371)	\$0

#### Steps to Expanding the GFS District Boundary

The procedures for expanding existing community redevelopment area boundaries are essentially the same for establishing a new community redevelopment area. Although the procedures are fairly extensive and can be time consuming, staff believes they could complete the actions necessary to add one or more of the study areas to the GFS District boundary by June 2018.

- Identification and Approval of Expansion Area by the CRA Board. CRA staff needs direction from the CRA Board on the expansion area or areas, or the study area for a new redevelopment district, if appropriate.
- Approval of Expansion by City of Tallahassee and Leon County Commission. Under the terms of the interlocal agreement governing the CRA, any change and/or expansion of the CRA boundaries must be approved by the City and County Commissions.
- Preparation and Adoption of the Finding of Necessity. Depending on the direction provided by the CRA Board, the

analysis in this agenda item could serve as the start of the Finding of Necessity. If the Board directs staff to consider a larger study area or to create a new, stand-alone redevelopment district, the Finding of Necessity may be more involved.

- Adoption of Amended Community Redevelopment Plan. The community redevelopment plan identifies those activities the CRA intends to address to eliminate the conditions of blight identified in the Finding of Necessity. CRA staff is in the process of updating the current GFS Community Redevelopment Plan. Because the study areas are relatively small and similar to existing GFS District areas, the main change to the current redevelopment plan from adding one or more of the study areas may be changing the GFS District boundary. The amended redevelopment plan must be reviewed by the Planning Commission for consistency with the Comprehensive Plan. A number of public workshops and meetings would be required during the adoption of the plan. Finally, the plan must be approved by the CRA Board and adopted by the City Commission.
- Adoption of Ordinance to Amend Trust Fund. A new ordinance governing the GFS District trust fund reflecting the boundary (and funding) changes will have to be adopted by the City Commission.

#### **Review by GFS CAC**

Staff discussed the possibility of expanding the GFS District with members of the GFS CAC at their August 14, 2017 and 28, 2017 meetings. No concerns were raised by the members but other district residents and business owners may be concerned that expanding the boundary to include one or more of the study areas, will result in less project and program funding for the "original" district.

#### **Staff Recommendation**

Should the Board desire to amend the boundaries of the GFS district, staff will bring back a more detailed blight analysis of the study area and a more defined schedule for required actions.

#### **Options**

- 1. Accept staff's report.
- 2. Do not accept staff's report.
- 3. Board direction.

#### Attachments/References

- 1. Boundary Map of Existing Greater Frenchtown/Southside Community Redevelopment Area
- 2. Map Study Areas
- 3. Map of the South City Study Area
- 4. Map of the Orange Avenue and Springhill Study Areas



## Leon County Board of County Commissioners

Notes for Agenda Item #21

# Leon County Board of County Commissioners

Agenda Item #21

October 24, 2017

Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title:Utilization of Tourist Development Taxes for the Capital City Amphitheater<br/>Support Space

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

#### **Statement of Issue:**

To:

This item seeks the Board's approval to utilize approximately \$2.75 million in Tourist Development Taxes (TDT) toward the construction and purchase of up to 12,995 +/- square feet of operational support and event space for the Capital City Amphitheater associated with the \$160 million redevelopment of the Firestone and Bloxham Annex properties adjacent to Cascades Park. The TDT was previously dedicated to the construction of the Performing Arts Center (PAC) and the expenditure of these funds requires approval of the CRA, County, and City. Based on the funding recommendations herein related to the Capital City Amphitheater, this item also seeks the Board's approval to modify the County's STAGE Interlocal Agreement with the City regarding the term, ownership, operation, and access to the Amphitheater facilities.

#### **Fiscal Impact:**

This item has a fiscal impact and adequate TDT resources are available to satisfy the funding request.

#### **Staff Recommendations:**

Option #1: Approve the CRA's request to utilize up to \$2.25 million of TDT toward the Capital City Amphitheater Support Space, excluding space specifically designated for City Parks & Recreation.
Option #2: Authorize the City to utilize the \$502,573 owed to the County for prior demolition expenses toward the Capital City Amphitheater Support Space.
Option #3: Direct staff to revise the STAGE Interlocal Agreement to reflect the ownership, management, maintenance, access, and responsibilities associated with the new facilities constructed with TDT funds and bring back for Board approval.

#### **Report and Discussion**

#### Background:

As part of the process of redevelopment of the Firestone and Bloxham Annex properties, the CRA has sought to utilize a portion of the Tourist Development Taxes (TDT) funds previously set aside for the Performing Arts Center (PAC) to purchase dedicated support space and flexible event space for the Capital City Amphitheater within the proposed North American Properties (NAP) development adjacent to Cascades Park. Any use of these TDT funds is subject to approval by the CRA Board, County, and City Commissions.

During Commission discussion at the April 4, 2017 meeting, the Board raised the issue of the CRA's processes regarding the sale and development of the Firestone/Bloxham Annex site and the possible utilization of TDT funds to construct public event and support space for the Capital City Amphitheater as part of the redevelopment. At that time, staff prepared a status report for the Commission meeting on May 9, 2017 providing a chronology of CRA Board actions related to the redevelopment of the Firestone and Bloxham Annex properties adjacent to Cascades Park, an extensive overview of the Board's prior guidance relating to TDT, along with the terms and conditions of several interlocal agreements related to the expenditure of these funds (Attachment #1).

On May 25, 2017, the CRA Board initially approved a total expenditure of \$2,608,425 for the redevelopment of the Firestone/Bloxham Annex to provide operational support and event space. Since that time, NAP revised their initial estimate and lowered the cost for the Amphitheater support space to \$2.5 million. On September 25, 2017, the CRA considered utilizing an additional \$440,000 of TDT for construction of an access road to the Amphitheater (\$240,000) and the Civil Rights Memorial (\$200,000). The CRA Board approved the additional TDT dedication of \$240,000 for the construction of road access; however, concerns were raised about the eligibility of the Civil Rights Memorial/Public Plaza to be funded with TDT under the statutory requirements of section 125.0104, Florida Statutes. As a result, the CRA Board authorized CRA staff to utilize \$200,000 from the CRA's fund balance to support the memorial (Attachment #2).

In total, this item seeks the Board's approval to utilize approximately \$2.75 million in TDT toward the construction and purchase of up to 12,995 +/- square feet of operational support and event space for the Capital City Amphitheater associated with the \$160 million redevelopment of the Firestone and Bloxham Annex properties adjacent to Cascades Park. Nearly \$2.25 million of the TDT was previously dedicated to the construction of the PAC and the expenditure of these funds requires approval of the CRA, County, and City. This includes \$240,000 for the construction of an access road along the property toward the back of the Amphitheater providing direct entry to the new spaces. The City would contribute an additional \$502,573 to this project based on an Interlocal Agreement associated with the utilization of TDT funds for the demolition costs of the former PAC site.

This item does not contemplate the \$200,000 funding request for the Civil Rights Memorial/Public Plaza as the staff finds that it is not an eligible expense of TDT under section 125.0104, Florida Statutes. However, the CRA Board anticipated this potential conflict and authorized CRA staff to utilize the CRA's fund balance for this project.

Based on the funding recommendations herein related to the Capital City Amphitheater, this item also seeks the Board's approval to modify the County's STAGE Interlocal Agreement with the City regarding the term, ownership, operation, and access to the Amphitheater facilities.

As previously mentioned, Leon County is a party to several active interlocal agreements related to the use of TDT once collected for the exclusive purpose of constructing and operating a PAC:

- First Amendment to the Demolition and Site Preparation for the Performing Arts Center City of Tallahassee and the CRA
- Third Amendment to the Downtown CRA Interlocal Agreement City of Tallahassee and the CRA
- First Amendment to the Strategic Team for Amphitheater Grand Entertainment (STAGE) Interlocal Agreement – City of Tallahassee

Each of these interlocal agreements stem from the original Downtown CRA Interlocal Agreement from June 2004 whereby the Board agreed to levy an additional one-cent TDT (4th penny) to be segregated from other TDT revenues and dedicated exclusively for the costs associated with the construction and operation of a PAC to be located in the Downtown CRA. Ten years later at a December 9, 2014 Commission meeting, the Board made several policy decisions which reallocated the TDT once collected exclusively for a PAC and provided the financial resources currently being considered by the CRA, County, and City for the public space needs associated with the redevelopment of the Firestone and Bloxham Annex properties adjacent to the Amphitheater and Cascades Park. These interlocal agreements, and how they provide funding for the aforementioned improvements, are discussed in greater detail in the Analysis section of this item.

#### Analysis:

Cascades Park was officially dedicated on March 14, 2014 and hosted its first ticketed concert less than a month later. The Amphitheater has become an important community asset to a wide range of organizations and is being utilized throughout the year for much more than the County's Concert Series events. The City of Tallahassee Parks, Recreation and Neighborhood Affairs staff coordinates the rental reservations for all available public spaces at Cascades Park including the Amphitheater and Meridian Point Building (also known as the Firestone Building). To support the anticipated needs associated with the opening of Cascades Park in 2014, the City entered into a lease with the State of Florida for year-round access to the Meridian Point Building which is immediately adjacent to the rear portion of the Capital City Amphitheater stage. For Concert Series performances, the County has first right of refusal for use of the space in the Meridian Point Building as a green room and dressing room. In addition to proximity, the building offers over 5,300 square feet for Park and Amphitheater needs including three dressing

areas, production offices, private restrooms, dining space to feed the stage crew, and a greeting area for performers to interact with fans and sponsors.

The public space in the Meridian Point Building supports both large and small performances at the Capital City Amphitheater as well as events in Cascades Park. The ability to utilize this climate controlled building in proximity to the Amphitheater and Park is critically important for concerts, large festivals, and community events in need of storage space for their materials, equipment, and personnel, hence the importance of having contemplated future space and resource needs at this site in two interlocal agreements between the County and City for the redevelopment of the Firestone and Bloxham Annex properties. During the 2016 calendar year, 66 community and cultural events were held in Cascades Park. Of these, 39 utilized the Amphitheater for musical performances including the County's seven concerts and 31 of these events utilized the Meridian Building. The beneficiaries of these public spaces include organizations such as Capital City Runners, Gulf Winds Track Club, FAMU, FSU, Opening Nights, Word of South, Southern Shakespeare Company, Tallahassee Downtown Improvement Authority, Tallahassee Symphony Orchestra, Florida Jazz & Blues Festival, Hola Tallahassee Festival, American Cancer Society, and numerous schools and churches. This excludes other activities such as birthday parties that also utilize the Meridian Building for private events.

Since the execution of the aforementioned interlocal agreements, the opening of Cascades Park and the Capital City Amphitheater, the CRA Board has discussed the utilization of the TDT previously set aside for the PAC on several occasions related to the redevelopment of the site and investment for other cultural needs. On November 3, 2016, North American Properties (NAP) submitted a proposal in response to the CRA's RFP which included green rooms, Amphitheater support facilities and public event space. On January 26, 2017, the CRA Board approved the sale and redevelopment of the Firestone and Bloxham Annex properties to NAP assuming mutually acceptable terms could be negotiated for the Purchase and Sales Agreement (PSA), CRA Development Agreement, and PUD/UPUD conditions. This included determining the type and design of Amphitheater support facilities required as part of the development, and their cost. Since that time, staff from the CRA, County, and City have been working to refine the costs for the proposed improvements.

As approved by the CRA Board earlier this year and supported by the Tourist Development Council, the support space would offer a combined space of 12,955 +/- square feet Amphitheater operations, secluded performer space, and public event space as follows (Attachment #3):

- Approximately 4,664 square feet will be used to support Amphitheater operations by providing accessible areas for equipment, service bays and loading docks, and a small production office. In addition, this space will include a single restroom and an area for limited general parking.
- Approximately 6,205 square feet will be used as a performer space overlooking the Amphitheater. This area will include four dressing rooms, three private restrooms with showers, two public restrooms, a green room, a warming kitchen, VIP lounge, reception area, a covered patio, and an elevator to the plaza level for convenient access to the Amphitheater.

• Approximately 2,700 square feet will be utilized as an event space to support Amphitheater performances and other events at Cascades Park. The event space will serve as an area for large and small gatherings including performances, rehearsals, weddings, small concerts, and business and social gatherings.

The floor plan contemplates limited space needs for City Parks and Recreation within the project but TDT funds will not be utilized for the construction of these spaces. For the improvements supporting the Amphitheater, staff is recommending approval from distinct funding sources under interlocal agreements with the CRA and City.

#### Third Amendment to the Downtown CRA Interlocal Agreement

On December 9, 2014 the Board approved the Third Amendment to the original Interlocal Agreement that created the Downtown CRA which required the County to dedicate one-cent of the TDT exclusively for the PAC. This amendment discontinued the County's obligation to the PAC and redirected TDT funds as follows:

- Required all TDT funds collected <u>on or after October 1, 2014</u> to be retained by the County for utilization consistent with Florida law.
- Required the balance of the TDT funds previously collected for the PAC <u>through</u> <u>September 30, 2014</u> to be utilized for projects, programs and expenses related to culture, visual arts, heritage, performing arts space as part of the convention center, or performing arts projects in the <u>Downtown and Frenchtown/Southside CRAs</u>, which includes recommendations being subject to final approval by the County and City Commissions.
- Requires the funds (current balance is \$5.1 million) to be held in an interest bearing account and the accrued interest accumulate to the funds.

This amendment to the Downtown CRA Interlocal Agreement earmarked the TDT funds previously collected for the PAC through the end of FY 2014 to be utilized for other purposes within the Downtown and Frenchtown/Southside CRAs. In recognition of the agreed upon geographic boundaries to invest these monies, the Agreement calls for the CRA to initiate and facilitate the process for which the \$5.1 million in TDT funds will be utilized subject to approval by both Commissions:

The Funds shall be utilized for projects, programs and expenses recommended by the Agency, and subject to the approval of the County and City...

Since the FY 2014 investment in the Capital City Amphitheater, no formal recommendations have been made seeking to utilize these funds which would require the Board's approval. However, as shared with the Board in the May 9th status report, the CRA has been in negotiations with NAP regarding the redevelopment of the Firestone and Bloxham Annex properties and the provision of public space to support the Amphitheater operations. At this time, the CRA is requesting to utilize up to \$2.25 million of TDT from this fund for the construction of Amphitheater support space as part of the Firestone-Bloxham Annex redevelopment.

Staff Recommendation: Approve the CRA's request to utilize up to \$2.25 million of TDT toward the Capital City Amphitheater Support Space, excluding space specifically designated for City Parks & Recreation.

#### First Amendment to the Demolition and Site Preparation of the PAC Interlocal Agreement

In recognition that the PAC project would not come to fruition, the County and City revisited the \$502,573 in expenses associated with the demolition and site preparation of the former Johns property due to the prescribed statutory uses for TDT funds. Since the site was no longer to be used for a PAC, the County initiated conversations with the City for repayment of these expenses.

On December 9, 2014, the Board approved the First Amendment to the Interlocal Agreement for the Demolition and Site Preparation of the PAC providing the City an alternative to making a direct repayment at the time. Instead, the City was provided five years to make improvements to the Capital City Amphitheater and/or the amphitheater support facilities in the Meridian Point Building, for the purpose(s) requested by the County, in an amount equal to the \$502,573 spent on the demolition of the Johns Building as follows:

The improvements for the benefit of the Capital City Amphitheater may include, but are not limited to, dressing rooms, green rooms and storage space. Prior to commencement of the improvements, such improvements shall be approved by the City and the County.

In addition, the amended Interlocal Agreement requires any remaining balance not utilized by September 30, 2019 to be refunded by the City to the County's Tourist Development Trust Fund. The Board's authorization is required at this time, under this Interlocal Agreement, to utilize the \$502,573 owed to the County for improvements associated with the proposed Amphitheater support space.

*Staff Recommendation:* Authorize the City to utilize the \$502,573 owed to the County for prior demolition expenses toward the Capital City Amphitheater Support Space.

#### First Amendment to the STAGE and Amphitheater Interlocal Agreement

The County's role in the construction and promotion of ticketed concerts at the Capital City Amphitheater resulted in the investment of \$1,526,604 of TDT from the former PAC fund for the construction of the Capital City Amphitheater. Given the joint nature of the TDT funds at that time, previously committed to the PAC, the City of Tallahassee and CRA concurred on the reallocation of the TDT funds which led to the execution of the STAGE Interlocal Agreement between Leon County and the City. The Interlocal Agreement included the creation of the STAGE Committee to provide guidance to staff and the County's contracted promoter with regard to the venue, concert booking, marketing, etc.

In order to achieve a return on investment from the construction of the Amphitheater with TDT funds, the STAGE Interlocal Agreement with the City authorizes the County to host up to 10 ticketed events each year. The City is responsible for the day-to-day maintenance and operation of Cascades Park and the Amphitheater. For the operation of the County's Concert Series,

recurring TDT revenues are budgeted each year and approved by the Board as part of the Division of Tourism Development's annual budget. Although it predates the opening of Cascades Park and the City's acquisition of the Firestone and Bloxham Annex properties, the First Amendment to the STAGE Interlocal Agreement does contemplate use of the Meridian Point Building to support Amphitheater concerts once the building is acquired by the City (Attachment #4). In addition, both parties explicitly recognized that:

"Amphitheater operations would benefit from dressing rooms restrooms, production office, box office, catering space, which therefore shall be incorporated, if feasible, into the design of any proposed redevelopment of the first level of the Meridian Point Building."

The 'feasibility' of said improvements is to be determined initially by the CRA, followed by the County and City Commissions based on their desired level of investment, funding source(s), and negotiations with the developer. Should the Board approve the aforementioned recommendations listed in this item to provide the funds necessary to construct the Amphitheater support space, the STAGE Interlocal Agreement should be revised to reflect the ownership, management, maintenance, access, and responsibilities associated with the new facilities constructed with TDT funds. Staff recently presented an update to the Tourist Development Council regarding these negotiations with the City (Attachment #5). In following the framework established in the existing Interlocal Agreement, the support space would be owned and operated by the City of Tallahassee so that each of available spaces at the venue are managed under one umbrella organization.

The day-to-day responsibilities for this site alongside Cascades Park will rest with City Parks, Recreation, and Neighborhood Affairs. With the initial term scheduled to expire in July 2018, staff will also seek to extend the life of the STAGE Agreement prolonging and further defining the County access to the Amphitheater facilities in order to continue hosting premier concerts. Staff does not recommend increasing the number of authorized ticketed concerts at the Amphitheater, currently set at a maximum of 10 per year.

Staff Recommendation: Direct staff to revise the STAGE Interlocal Agreement to reflect the ownership, management, maintenance, access, and responsibilities associated with the new facilities constructed with TDT funds and bring back for Board approval.

Should the Board approve the recommendations presented herein, the City Commission will take up this matter the following night on October 25, 2017. Once the development agreement and UPUD are executed by the CRA and City respectively, NAP plans to immediately begin the demolition process on the Firestone-Bloxham Annex sites. County and City staff are finalizing plans to accommodate park patrons for given activities including concerts, festivals, and daily recreational uses throughout the demolition and construction processes.

#### **Options:**

- 1. Approve the CRA's request to utilize up to \$2.25 million of TDT toward the Capital City Amphitheater Support Space, excluding space specifically designated for City Parks & Recreation.
- 2. Authorize the City to utilize the \$502,573 owed to the County for prior demolition expenses toward the Capital City Amphitheater Support Space.
- 3. Direct staff to revise the STAGE Interlocal Agreement to reflect the ownership, management, maintenance, access, and responsibilities associated with the new facilities constructed with TDT funds and bring back for Board approval.
- 4. Board Direction.

#### **Recommendation:**

Options #1, #2 and #3.

Attachments:

- 1. May 9, 2017 Status Report on the Use of Tourist Development Taxes Formerly Designated for a Performing Arts Center
- 2. September 25, 2017 CRA Agenda Item 5.02 on the Approval of CRA Financial Assistance Terms with NAP for Redevelopment of Firestone/Bloxham
- 3. North American Properties' Floor Plan of the Amphitheater Support Space
- 4. First Amendment to the STAGE Interlocal Agreement, 2013
- 5. June 22, 2017 Memorandum to the Tourist Development Council, Update on the Firestone/Bloxham Redevelopment

# Leon County Board of County Commissioners Agenda Item #19

May 9, 2017

To:Honorable Chairman and Members of the BoardFrom:Vincent S. Long, County AdministratorTitle:Status Report on the use of Tourist Development Taxes Formerly Designated<br/>for a Performing Arts Center

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

#### **Statement of Issue:**

This agenda item seeks the Board's acceptance of a status report on the use of Tourist Development Taxes (TDT) formerly designated for a performing arts center (PAC).

The Community Redevelopment Agency (CRA) is charged by interlocal agreement with facilitating the identification of projects and programs to invest the remaining \$5.1 million of TDT once dedicated to the PAC. The expenditure of these funds is explicitly subject to approval by the County Commission. In response to the direction of the Board at the April 4, 2017 Commission meeting, this item summarizes the actions by the CRA Board related to amphitheater support facilities and public space needs associated with the redevelopment of the Firestone and As also directed by the Board at that time, County staff is Bloxham Annex properties. coordinating with CRA staff in preparing the agenda materials for the May 25th CRA meeting to develop a process to utilize the \$5.1 million for eligible projects, events, and activities within the Downtown and Frenchtown/Southside CRAs. Since the FY 2014 investment in the Capital City Amphitheater, no formal recommendations have been made seeking to utilize these funds which would require the Board's approval. However, staff anticipates a forthcoming recommendation by the CRA Board given the timeline and conditions of the purchase and sales agreement with the developer of the Firestone and Bloxham Annex properties. In anticipation of that, this item provides a comprehensive background and current status of interlocal agreements and other issues related to the use of TDT funds for the amphitheater support elements related to the pending redevelopment project.

#### Fiscal Impact:

This item has no fiscal impact.

#### **Staff Recommendation:**

Option #1: Accept the status report on the use of Tourist Development Taxes formerly designated for a performing arts center.

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#### **Report and Discussion**

#### **Background:**

During Commission discussion at the April 4, 2017 meeting, the Board addressed the CRA's processes regarding the sale and development of the Firestone/Bloxham Annex site and the possible utilization of TDT funds to construct public event and support space for the Capital City Amphitheater as part of the redevelopment. The Board also directed County staff to work with CRA staff in preparing agenda materials for the May 25th CRA meeting that outlines a process for policy makers to consider for utilizing TDT for eligible projects, events, and activities. Staff has prepared this status report with an extensive overview of the Board's prior guidance, along with the terms and conditions of several interlocal agreements related to this matter, and a chronology of CRA Board actions related to the redevelopment of the Firestone and Bloxham Annex properties adjacent to Cascades Park.

Leon County is a party to four separate and active interlocal agreements related to the use of TDT once collected for the exclusive purpose of constructing and operating a PAC:

- Strategic Team for Amphitheater Grand Entertainment (STAGE) City of Tallahassee
- Demolition and Site Preparation for the Performing Arts Center City of Tallahassee and the CRA
- Downtown CRA City of Tallahassee and the CRA
- TDT Funding for the Council on Cultural Arts (COCA) City of Tallahassee

Each of these interlocal agreements are described in greater detail later in this item but they all stem from the original Downtown CRA Interlocal Agreement from June 2004 whereby the Board agreed to levy an additional one-cent TDT (4th penny) to be segregated from other TDT revenues and dedicated exclusively for the costs associated with the construction and operation of a PAC to be located in the Downtown CRA (Attachment #1). Ten years later at a December 9, 2014 Commission meeting, the Board made several policy decisions which reallocated the TDT once collected exclusively for a PAC and provided the financial resources currently being considered by the CRA Board for the public space needs associated with the redevelopment of the Firestone and Bloxham Annex properties adjacent to the Amphitheater and Cascades Park. The Board actions taken at this meeting, including the creation and/or modification of three of the aforementioned interlocal agreements, are described in further detail later in this item.

As required by the original Downtown CRA Interlocal Agreement, the Board adopted Ordinance 04-35 on October 12, 2004, authorizing the imposition of the 4th penny of the TDT for the construction and operation of 'a performing arts center(s).' In the ten years that followed, the Board consistently supported the concept of a downtown PAC through its commitment of the TDT and approval of the associated expenditures for a site analysis and market assessment, marketing and promotional materials, demolition of the site, and the funding of annual operating expenses to bring the vision for this venue to fruition.

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On July 22, 2008, the County entered in to an Interlocal Agreement with the City and CRA regarding the use of TDT funds for costs associated with the demolition of the Johns Building and site preparation work for the PAC (Attachment #2). At a cost of \$502,573, the demolition and site preparation was determined to be an eligible use of TDT under Florida Statutes and consistent with the Interlocal Agreement so the Board specifically authorized the expenditure in support of the proposed PAC. In case the efforts to build the PAC at this site did not come to fruition, the Interlocal Agreement included a 12-month refund provision should the City dissolve its agreement with the Florida Center of Performing Arts and Education or repurpose (sell or lease) the Johns property. Once the City repurposed the property, this matter was also resolved by the Board on December 9, 2014 through an amendment to the Interlocal Agreement with the City and CRA regarding the Johns Building.

On August 6, 2010, the Florida Center of Performing Arts and Education (FCPAE), the local non-profit organization leading the fundraising and development efforts for the PAC, notified the City that they did not meet their three-year, \$5 million, fundraising goal but was granted a two-year extension on their Option Agreement with the City for the Johns site. By October 2011, FCPAE had scaled back the scope of the planned PAC due to the Great Recession and lack of private funds. Following a September 6, 2012 letter to the City, FCPAE received another extension from the City on the property despite not reaching the \$5 million performance milestone. Further, FCPAE acknowledged in the letter that the viability of the PAC depended on its inclusion as part of the sales tax extension. In response, the City linked the extension of the local option Agreement to the ongoing deliberations at that time regarding the extension of the local option sales tax.

On June 13, 2013, the Leon County Sales Tax Committee overwhelmingly (12-2) decided against including the PAC as part of its recommendations for funding through the sales tax extension. Without the support of the Sales Tax Committee, and subsequently the Board, this eliminated a fundamental component of the business and construction plan developed by FCPAE. In light of the Sales Tax Committee's June 13th decision to not fund the PAC along with the cultural needs identified at that time in the Cultural Plan Review Committee's June 18th interim report, the Board scheduled a fall workshop to begin discussions the reallocation of TDT revenues. This workshop, followed by negotiations with the City and CRA, culminated in a December 9, 2014 Commission meeting which reallocated these TDT funds and provided an opportunity for the inclusion of public space in the redevelopment of the Firestone and Bloxham Annex properties adjacent to the Amphitheater and Cascades Park.

#### STAGE and Amphitheater Interlocal Agreement

The County's role in the construction and promotion of ticketed concerts at the Capital City Amphitheater was also a vital consideration leading up to the December 9, 2014 Commission meeting that reallocated the TDT funds previously dedicated to the PAC. During a Commission workshop on November 15, 2011, a month after FCPAE announced the scaling back of the planned PAC, the Board requested the reallocation of up to \$1.2 million of TDT from the PAC fund to expand the scope of the amphitheater planned at Cascades Park in order to host concerts and large community events. In 2012, the Knight Creative Communities Initiative's (KCCI) Cultivate Cascades Team canvassed the community and found that 80 percent of respondents

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would be willing to pay for admission to attend a special event within Cascades Park. In addition to this finding, KCCI identified exemplary models for replication such as the St. Augustine Amphitheatre located in Anastasia State Park due to its similar size and climate. In recognition of these findings, the City of Tallahassee and CRA concurred on the reallocation of the TDT funds from the PAC fund which led to the execution of the STAGE Interlocal Agreement between Leon County and the City (Attachment #3). The Interlocal Agreement included the creation of the STAGE Committee to provide guidance to staff and the County's contracted promoter with regard to the venue, concert booking, marketing, etc.

To help attract touring performances an additional \$576,604 was subsequently approved in addition to the \$1.2 million, all from the TDT fund previously dedicated to the PAC, for the stage covering, temporary fencing, permanent sound system, permanent seating near the stage, electrical upgrades, audience lighting, a color kinetic kit for the stage canopy, and permanent bathrooms totaling \$1,776,604. The permanent bathrooms, estimated at \$250,000, were never constructed due to a recommendation by the STAGE Committee and subsequent approval by the Board, given the anticipated redevelopment of the Firestone and Bloxham Annex properties. As a result, \$1,526,604 of TDT from the former PAC fund was spent on the construction of the Capital City Amphitheater.

In order to achieve a return on investment from the construction of the Amphitheater with TDT funds, the STAGE Interlocal Agreement with the City authorizes the County to host up to 10 ticketed events each year. The City is responsible for the day-to-day maintenance and operation of Cascades Park and the Amphitheater. For the operation of the County's Concert Series, recurring TDT revenues are budgeted each year and approved by the Board as part of the Division of Tourism Development's annual budget. Although it predates the opening of Cascades Park and the City's acquisition of the Firestone and Bloxham Annex properties, the STAGE Interlocal Agreement does contemplate use of the Meridian Point Building to support Amphitheater concerts once the building is acquired by the City. In addition, both parties explicitly recognized that:

"Amphitheater operations would benefit from dressing rooms restrooms, production office, box office, catering space, which therefore shall be incorporated, if feasible, into the design of any proposed redevelopment of the first level of the Meridian Point Building."

The 'feasibility' of said improvements is to be determined initially by the CRA, followed by the County and City Commissions based on their desired level of investment, funding source(s), and negotiations with the developer.

On December 9, 2014 the Board approved an amendment to the PAC Interlocal Agreement, an amendment to the Downtown CRA Interlocal Agreement, and adopted a new Interlocal Agreement with the City redirecting County TDT funds to support COCA (Attachment #4). The Board actions taken at this meeting discontinued the TDT collections for the PAC, designated the \$5.1 million to be utilized for other purposes within the CRAs, and enhanced funding support for cultural and arts programs in the community.

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Leading up to this meeting, the Board did not include the PAC in the list of projects to be funded by the sales tax extension. The demise of the PAC project required the County and City to address the clawback provision for the TDT funds used for the demolition and site preparation of the Johns property and the \$5.1 million that had been set aside for the PAC. Earlier that year, the Board also expressed interest in providing additional financial support to arts and cultural organizations in the community following the presentation of the 2014 Cultural Plan Update. All of these matters were addressed at the December 9, 2014 Commission meeting providing longterm direction and clarity in the reallocation of County TDT funds through three interlocal agreements:

First Amendment to the Demolition and Site Preparation of the PAC Interlocal Agreement

In recognition that the PAC project would not be realized given the lack of adequate private financial support and strong opposition by the Sales Tax Committee, the County and City revisited the \$502,573 in expenses associated with the demolition and site preparation of the former Johns property due to the prescribed statutory uses for TDT funds. Since the site was no longer to be used for a PAC, the County initiated conversations with the City for repayment of these expenses.

On December 9, 2014, the Board approved the First Amendment to the Interlocal Agreement for the Demolition and Site Preparation of the PAC providing the City an alternative to making a direct repayment at the time. Instead, the City was provided five years to make improvements to the Capital City Amphitheater and/or the amphitheater support facilities in the Meridian Point Building, for the purpose(s) requested by the County, in an amount equal to the \$502,573 spent on the demolition of the Johns Building as follows (Attachment #5):

The improvements for the benefit of the Capital City Amphitheater may include, but are not limited to, dressing rooms, green rooms and storage space. Prior to commencement of the improvements, such improvements shall be approved by the City and the County.

The redirection of these dollars would be a significant investment in the Amphitheater but was not assumed or implied to fully account for the improvements associated with the redevelopment of the Meridian Point Building. In addition, the amended Interlocal Agreement requires any remaining balance not utilized by September 30, 2019 to be refunded by the City to the County's Tourist Development Trust Fund.

#### Third Amendment to the Downtown CRA Interlocal Agreement

On December 9, 2014 the Board also approved the Third Amendment to the original Interlocal Agreement that created the Downtown CRA which required the County to dedicate one-cent of the TDT exclusively for the PAC. This amendment discontinued the County's obligation to the PAC and redirected TDT funds as follows (Attachment #6):

• Required all TDT funds collected <u>on or after October 1, 2014</u> to be retained by the County for utilization consistent with Florida law (see the *Reallocating TDT to COCA* section for additional information on how these funds were allocated thereafter).

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- Required the balance of the TDT funds previously collected for the PAC <u>through</u> <u>September 30, 2014</u> to be utilized for projects, programs and expenses related to culture, visual arts, heritage, performing arts space as part of the convention center, or performing arts projects in the <u>Downtown and Frenchtown/Southside CRAs</u>, which includes recommendations being subject to final approval by the County and City Commissions.
- Requires the funds (current balance is \$5.1 million) to be held in an interest bearing account and the accrued interest accumulate to the funds.

This amendment to the Downtown CRA Interlocal Agreement earmarked the TDT funds previously collected for the PAC through the end of FY 2014 to be utilized for other purposes within the Downtown and Frenchtown/Southside CRAs. In recognition of the agreed upon geographic boundaries to invest these monies, the Agreement calls for the CRA to initiate and facilitate the process for which the \$5.1 million in TDT funds will be utilized subject to approval by both Commissions:

The Funds shall be utilized for projects, programs and expenses recommended by the Agency, and subject to the approval of the County and City...

Since the FY 2014 investment in the Capital City Amphitheater, no formal recommendations have been made seeking to utilize these funds which would require the Board's approval. However, staff anticipates a forthcoming recommendation by the CRA Board given the timeline and conditions of the purchase and sales agreement with the developer for the Firestone and Bloxham Annex properties. At that time, staff would prepare an agenda item and analysis for the Board's consideration.

The Analysis section of this item provides an update relative to the ongoing deliberations by the CRA Board to utilize these funds and the anticipated next steps. County Tourism staff has been working with CRA staff throughout this process to identify cultural programs and heritage projects for consideration by the CRA Board and also served on the RFP review committee. The next section describes the reallocation of TDT revenue collected as of October 1, 2014, once it was no longer obligated to the PAC project.

#### Interlocal Agreement Reallocating TDT to COCA

The County and City jointly supported the 2014 Cultural Plan Update and sought an opportunity to increase financial support for arts and culture. No longer required to set aside the one cent of TDT for the PAC as of October 1, 2014, the Board reallocated this annual revenue by Interlocal Agreement with the City to support cultural grant programs through COCA. Prior to reaching this Agreement, the County provided COCA a fixed amount of \$504,500 each year from TDT revenues to be re-granted to cultural organizations and events throughout the community. An additional \$150,000 from the County's general revenue was also allocated to COCA for administrative support. The new Interlocal Agreement approved by the Board on December 9, 2014, but effective October 1, 2014 to coincide with the fiscal year, ensured financial support for arts and cultural organizations as follows (Attachment #7):

• Required the County to allocate 1 ¹/₄-cent TDT for COCA to support the Cultural Plan and grant programs administered through COCA through September 30, 2019.

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- A ¹/₄ cent of the TDT mentioned above is provided to COCA in arrears. Per the Agreement, FY 15 collections were provided at the start of FY 16. At COCA's request and prioritized in the Cultural Plan Update, the ¹/₄ cent of TDT funds were later dedicated to a capital improvement grant program for cultural non-profit organizations.
- Required the County and City to provide no less than \$150,000 from general revenue to support COCA's operational expenses through September 30, 2019.
- Required the City to determine and provide COCA general revenue funds as it deems appropriate to support the cultural grant program and implementation of the Cultural Plan.

The Third Amendment to the Downtown CRA Interlocal Agreement, combined with the new Interlocal Agreement with the City regarding COCA, provided for the reallocation of TDT funds but, more importantly, provided a new formula to support cultural and arts organizations. The significance of this change is the inherent shared interest to grow the TDT by attracting more visitors to the community for overnight stays. Instead of setting aside a specific dollar amount each year, COCA's funding is now tied to a specific share (1 ¼-cent) of TDT.

TDT funds dedicated to COCA increased from a fixed annual amount of \$504,500 (or approximately ½ cent) in FY 2014 to a fixed share (1¼-cent) beginning in FY 2015. The County budgeted \$1.12 million of TDT for COCA in FY 2015 and, as of this writing, projects that same 1¼-cent share of TDT to generate \$1.28 million in FY 2018, a 14% increase in TDT funding over four years in of support arts and culture.

Although the financial obligations outlined in this Interlocal Agreement are relieved at the start of FY 2020, the County's Tourism Plan calls for ongoing financial support of COCA through the dedication of one cent of the TDT. The Tourism Plan calls for the dedication of the additional ¹/₄ cent TDT to COCA to sunset on September 30, 2019, in alignment with the financial obligations under this Interlocal Agreement and the repayment deadline for the Johns Building demolition.

In summary, the TDT funds once dedicated to the PAC were used to partially construct the Capital City Amphitheater. The City has agreed to invest the \$502,573 owed to the County for the costs related to the demolition of the former Johns Building toward improvements that benefit the Amphitheater, as requested by the County, by September 30, 2019. The CRA is charged with identifying projects to utilize the remaining \$5.1 million of TDT but the expenditure of these funds is subject to approval by both Commissions with guidance from the TDC. At the start of FY 2015, most of the recurring TDT revenue that was once collected for the PAC was redirected by the County to COCA for the implementation of the Cultural Plan and the ongoing support of regranting programs for arts and cultural organizations.

The remainder of this item focuses on the importance of the existing Meridian Point Building in supporting the County's Concert Series, large community festivals, and small musical performances on a year-round basis to provide additional context for the upcoming CRA Board discussion related to the public space needs associated with the redevelopment of the Firestone and Bloxham Annex properties. The analysis includes each of the decision points by the CRA

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Board since 2015, following the execution of the three December 2014 interlocal agreements, to incorporate Amphitheater support facilities and multi-purpose space for anticipated art and event needs, the request for proposals (RFP) process, the approval of the purchase sales agreement, and the parameters established for negotiations with the developer.

#### Analysis:

Cascades Park was officially dedicated on March 14, 2014 and hosted its first ticketed concert less than a month later. The Amphitheater has become an important community asset to a wide range of organizations and is being utilized throughout the year for much more than the County's Concert Series events. The City of Tallahassee Parks, Recreation and Neighborhood Affairs staff coordinates the rental reservations for all available public spaces at Cascades Park including the Amphitheater and Meridian Point Building. To support the anticipated needs associated with the opening of Cascades Park in 2014, the City entered into a lease with the State of Florida for year-round access to the Meridian Point Building which is immediately adjacent to the rear portion of the Capital City Amphitheater stage. For Concert Series performances, the County has first right of refusal for use of the space in the Meridian Point Building as a green room and dressing room. In addition to proximity, the building offers over 5,300 square feet for Park and Amphitheater needs including three dressing areas, production offices, private restrooms, dining space to feed the stage crew, and a greeting area for performers to interact with fans and sponsors.

The public space in the Meridian Point Building, which will be redeveloped by North American Properties, supports both large and small performances at the Capital City Amphitheater as well as events in Cascades Park. During the 2016 calendar year, 66 community and cultural events were held in Cascades Park. Of these, 39 utilized the Amphitheater for musical performances including the County's seven concerts and 31 of these events utilized the Meridian Building (Attachment #8). The beneficiaries of these public spaces include organizations such as Capital City Runners, Gulf Winds Track Club, FAMU, FSU, Opening Nights, Word of South, Southern Shakespeare Company, Tallahassee Downtown Improvement Authority, Tallahassee Symphony Orchestra, Florida Jazz & Blues Festival, Hola Tallahassee Festival, American Cancer Society, and numerous schools and churches. This excludes other activities such as birthday parties that also utilize the Meridian Building for private events. The ability to utilize this climate controlled building in proximity to the Amphitheater and Park is critically important for large festivals and community events in need of storage space for their materials, equipment, and personnel, hence the importance of having contemplated future space and resource needs at this site in two interlocal agreements between the County and City for the redevelopment of the Firestone and Bloxham Annex properties.

Since the execution of the aforementioned interlocal agreements, the opening of Cascades Park and the Capital City Amphitheater, the CRA Board has discussed the utilization of the \$5.1 million of TDT on several occasions related to the redevelopment of the site and investment for other cultural needs. Since 2015, CRA staff have met with various stakeholder organizations including two public workshops with the arts community and brought back multiple proposals and processes to the CRA Board for consideration that incorporated the goals of the community Cultural Plan, benefits to the CRA, eligibility under Florida Statutes, and were refined by the

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CRA Board but no formal evaluation process has been approved or implemented. Concurrent to these efforts in 2015 and 2016, the CRA Board proceeded with steps to redevelop the Firestone and Bloxham Annex properties through the issuance of an RFP.

#### Firestone/Bloxham Annex Request for Proposals

On October 29, 2015, the CRA Board provided guidance to staff on the RFP for the sale and redevelopment of the Firestone and Bloxham Annex properties at 409 and 309 E. Gaines St, respectively (Attachment #9). On December 10, 2015, the CRA Board approved the development requirements and options for inclusion in the RFP which specified public parking requirements, a desire for a civil rights memorial on-site, and the need for 5,000 to 15,000 square feet of finished space in or adjacent to the proposed development for arts, culture, and heritage uses including support facilities for the Capital City Amphitheater (Attachment #10). The desired features of the Amphitheater support space incorporated in to the RFP included a green room, dressing rooms, a catering kitchen and event space for public use. In early 2016, there were no responses to the first RFP for the redevelopment of the Firestone/Bloxham properties. The second RFP closed on October 13, 2016 with one response from North American Properties (NAP) which called for negotiations to construct 5,000 - 7,500 square feet of public space via sale or lease and for a public entity such as the City/County/CRA to facilitate the programming of that space.

On January 26, 2017, following the recommendation of the RFP review committee, CRA staff presented NAP's development proposal and recommended utilizing part of the \$5.1 million for the inclusion of additional arts and cultural space (Attachment #11). The CRA Board authorized staff to begin negotiating a purchase and sales agreement as well as a development agreement with NAP, and included seven staff recommendations (1-6, 8) as guidance for the negotiations related to the preferred development features and final development costs. Recommendations generally related to, and potentially eligible for, TDT funding included:

- The inclusion of additional space for expanded arts and cultural uses to be spatially accommodated within the area of the amphitheater support facility (#1).
- The exclusion of the Black Box Theater due to the potentially prohibitive cost and functional inability to continually activate the public space (#2).
- Renovation and integration of the old jail façade, tower, and wing walls into the proposed hotel and utilization of a citizens committee to assist with the design and content of a memorial (#4 & #5).

Based on this direction, CRA staff began negotiating the terms of the purchase and sales agreement with NAP for the March 2017 CRA meeting. At that time, NAP also began preliminary designs for the combined amphitheater support facilities and Event/Art/Cultural space.

On March 23, 2017, the CRA Board approved the final purchase and sales agreement with NAP (Attachment #12). Although no financial assistance from the CRA was offered toward the purchase of the properties, financial assistance from the CRA is anticipated to offset the costs for the required and/or desired redevelopment features identified in the RFP. Still to be resolved

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during the 180-day due diligence period as a condition for closing is the level of public financial support for several of the amenities that were included in the RFP. These conditions include:

- A development agreement including the CRA's financial participation for items such as a civil rights memorial and preservation of portions of the existing structure(s).
- A parking space agreement between NAP and the CRA for the purchase of up to 145 publicly owned parking spaces in a parking structure within the development. According to the March 23rd CRA agenda item, the preliminary estimated cost of the public parking spaces is \$27,500 per space, or nearly \$4.0 million for 145 publicly owned parking spaces.
- A public space agreement for the sale or lease of <u>no less than 7,500 square feet of multi-</u> <u>purpose space</u>. It is anticipated that this space would support the Capital City Amphitheater (e.g. green room, dressing room, and a catering kitchen) and provide the desired Event/Art/Cultural space as directed by the CRA Board.

If any of the aforementioned conditions are not satisfied, both the CRA and NAP have the ability to terminate the purchase sales agreement. In order to complete the sale with all of the aforementioned conditions, NAP must enter in to a development agreement and an Urban Planned Unit Development (UPUD). The UPUD will also specify the number and type of parking spaces, the preservation of historical elements, along with the location and size of public spaces including the Amphitheater support facility. Although the City Commission is responsible for the final approval of the UPUD, the terms and conditions relating to the use of TDT must be approved in advance by the CRA and the County with input from the Tourist Development Council. Although there are several interlocal agreements pertaining to the use of TDT for the redevelopment of the existing Meridian Point Building in support of the Amphitheater, none of the parties to these agreements have formally approved the expenditure of these funds. Based on the terms and conditions to be set forth at a later date by Commissioners, staff may recommend a new interlocal agreement specifying the use of TDT for this redevelopment project.

#### Utilization of the \$5.1 Million of TDT

Following the approval of the purchase and sales agreement with NAP on March 23rd, the CRA Board took up a discussion item related to the use and programming of the TDT funds (Attachment #13). This item provided an overview of potential uses for the \$5.1 million TDT based on prior guidance from the CRA Board and the desired needs identified through community input. The CRA staff analysis included 12 specific projects that had been proposed for TDT funding over the prior two years but recommended against allocating said funds until the final costs for the amphitheater support facilities have been determined. Unlike the prior agenda item specifically related to the sale and redevelopment of the Firestone and Bloxham Annex properties, this item included a preliminary estimate of the Event/Art/Cultural space, including the amphitheater support facility, totaling 11,670 square feet for \$2,334,000 (\$200 a square foot) or an estimated lease rate of \$291,750 per year.

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During the March 23rd CRA meeting, several County Commissioners expressed concerns about the preliminary cost of the public space and the combination of the amphitheater support facility with the Event/Art/Cultural space. The CRA Board deferred providing any formal guidance on the preliminary square footage and cost estimates for the public spaces at that time but directed staff to prepare an agenda item for the May 25th CRA meeting to establish a process for determining the uses of the \$5.1 million. As previously mentioned, County Commissioners later directed County staff to assist CRA staff in developing the agenda materials and process to utilize these funds during the April 4th Commission meeting.

Staff from the County, City, and CRA have been working with the developer to refine the design of the public space concepts and take advantage of the redevelopment potential associated with this site. Should the County, City, and CRA support the preliminary design estimates combining the public spaces and wish to pay up to \$2,334,000 entirely from TDT, it would require the expenditure of the funds owed by the City related to the demolition of the Johns Building and another \$1,831,427 (\$2,334,000 - \$502,573) from the former PAC fund thereby reducing that account to \$3,278,427 (\$5,109,854 - \$1,831,427). Should the CRA Board prefer to preserve a greater share of the TDT for other projects or programs, they could reconsider the prior guidance relating to the combination of the public spaces and decide to only fund the amphitheater support facilities with TDT. In addition, the CRA Board could identify alternative funding sources to support the Event/Art/Cultural space alongside the TDT funded amphitheater support space. Staff finds that the final level of investment in these public spaces as determined by the CRA Board and both Commissions will be an investment that would benefit the many cultural and community organizations that utilize both Cascades Park and the Capital City Amphitheater.

#### May 25, 2017 CRA Meeting and Next Steps

As directed by the Board, staff is coordinating with counterparts at the City and CRA to prepare the agenda materials and process for the CRA Board to determine the use and programming of TDT funds. CRA staff will have the final say on the materials to be presented at the May 25th CRA meeting and, per the Downtown CRA Interlocal Agreement governing these funds, County staff will have the opportunity to prepare an independent analysis for the County Commission's consideration prior to the expenditure of any TDT funds.

Staff concurs with the prior recommendations presented to the CRA Board to determine the TDT resources needed to construct the desired public spaces associated with this redevelopment project prior to allocating funds to other arts, cultural and heritage programming projects. In addition to the interlocal agreements that contemplate TDT investments in the redevelopment of this site and the replacement of amphitheater support facilities currently located at the Meridian Point Building, the purchase and sales agreement with NAP approved by the CRA Board calls for no less than 7,500 square feet of public space and must be resolved prior to closing. Therefore, CRA staff will include the latest designs and cost estimates for the public spaces for consideration at the May 25th CRA meeting.

Should the CRA Board approve the square footage and resource needs for the public spaces at its next meeting, an agenda item would be placed on the next TDC meeting agenda for July 12th. The recommendation(s) of the TDC would be placed on the subsequent County Commission

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agenda for September 12th. This would allow CRA staff to finalize the development agreement and UPUD for approval by the CRA Board and City Commission within the 180-day due diligence period as specified in the purchase sales agreement with NAP.

#### **Options:**

- 1. Accept the status report on the use of Tourist Development Taxes formerly designated for a performing arts center.
- 2. Do not accept the status report on the use of Tourist Development Taxes formerly designated for a performing arts center.
- 3. Board Direction.

#### **Recommendation:**

Option #1.

#### Attachments:

- 1. June 2004 Interlocal Agreement Creating the Downtown CRA and Levying additional onecent (4th penny)
- 2. July 2008 Interlocal Agreement regarding the use of TDT funds for costs of demolition and site preparation of the Johns Building for the PAC
- 3. First Amendment to the STAGE Interlocal Agreement, 2013
- 4. December 9, 2014 agenda item on the reallocation of TDT once dedicated to the PAC
- 5. First Amendment to the PAC Interlocal Agreement regarding the Johns Building demolition allowing the City to make improvements to the Capital City Amphitheater rather than repayment of \$502,573 in TDT
- 6. Third Amendment to the Downtown CRA Interlocal Agreement
- 7. December 2014 Interlocal Agreement ensuring COCA funding
- 8. Cascades Park and Amphitheater Event usage of the Meridian Building
- 9. October 29, 2015 CRA agenda item regarding the Firestone/Bloxham RFP
- 10. December 10, 2015 CRA agenda item regarding the redevelopment requirements for the Firestone/Bloxham RFP
- 11. January 26, 2017 CRA agenda item on the RFP response
- 12. March 23, 2017 CRA agenda item 6.01 approving the Purchase and Sales Agreement for Firestone and Bloxham Annex Properties
- 13. March 23, 2017 CRA agenda item 7.01 discussing TDT funds

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#### Agenda Item Details

Meeting	Sep 25, 2017 - CRA Board Meeting
Category	5. Downtown District Policy Formation and Direction
Subject	5.02 Approval of CRA Financial Assistance Terms with North American Properties for Redevelopment of the Firestone and Bloxham Annex Properties Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Туре	Action, Discussion
Fiscal Impact	Yes
Budget Source	Projected tax increment and public parking revenue expected to begin in FY 2022 from the Project at Cascades.
Recommended Action	<ul> <li>Option 1. Authorize CRA staff to complete and execute the Development and Funding Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties.</li> <li>Option 3. Recommend approval of \$440,000 of additional TDT Arts Funds for the historical memorial plaza and the proposed amphitheater access (on the east side of the development). Final approval will be required by the City Commission and Board of County Commissioners. Option 5. Approve up to \$2,250,000 for the public improvements referenced herein, but also direct staff to continue to work with the developer and the City throughout the PUD/Development Agreement process to seek funding and/or fee waivers as generally depicted in Attachment 2.</li> <li>Option 7. Authorize staff to seek appropriate loans for financing 229 public parking spaces.</li> </ul>

#### Public Content

For more information, please contact: Roxanne Manning, Tallahassee CRA, (850)891-8353

#### Statement of Issue

On August 3, 2016, the City of Tallahassee Community Redevelopment Agency (CRA) released a Request for Proposals (RFP) for the Sale and Redevelopment of the Firestone and Bloxham Annex properties, which are located in the Downtown District Community Redevelopment Area (DT District). One response was received to the RFP, a proposal from North American Properties (NAP) to purchase the properties for \$4.28 million, and to redevelop the properties as the Project at Cascades (Project), an urban mixed-use development with residential, office, retail, civic and cultural elements dependent on the terms of the final development agreement with the CRA and an Planned Unit Development (PUD) agreement with the City.

The RFP selection committee unanimously agreed to accept the NAP proposal and support a recommendation to forward the proposal to the CRA Board. The CRA's Downtown Redevelopment Commission (DRC) reviewed the proposal at their January 10, 2017 meeting and provided a similar recommendation.

In moving toward completion of this project, the Board previously approved the final Purchase and Sale Agreement on March 23, 2017 and the Tourist Development Tax (TDT) and City funding for the amphitheater support and public event space on May 25, 2017. At the July 19, 2017 CRA meeting, the Board directed staff to begin negotiation with NAP to create a development agreement covering the components requested or required by the CRA for inclusion in the project and potential funding of same.

CRA staff has also coordinated the Project with the Downtown District Community Redevelopment Area's Downtown Page 784 of 909 Posted 4:30 p.m. on October 17, 2017

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Redevelopment Commission (DRC), with the most recent review completed on September 22, 2017. The DRC recommends approval of the funding request, consistent with the development considerations outlined below.

CRA and City staff have been working with NAP to finalize the specifics of the Development and Funding Agreement and return them to the CRA Board for final review and approval. If the key components and outline of the Development and Funding agreement are approved by the Board at this meeting, CRA staff will complete and formally execute the final agreement with NAP.

#### **Recommended** Action

Option 1: Authorize CRA staff to complete and execute the Development and Funding Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties.

Option 3: Recommend approval of \$440,000 of additional TDT Art Funds for the historical memorial plaza and the proposed amphitheater access (on the east side of the development). Final approval will be required by the City Commission and Board of County Commissioners.

Option 5: Approve up to \$2,250,000 for public improvements referenced herein, but also direct staff to continue to work with the developer and the City throughout the PUD/Development Agreement process to seek funding and/or fee waivers as generally depicted in Attachment 2.

Option 7: Authorize staff to seek appropriate loans for financing 229 public parking spaces.

#### Fiscal Impact

Both the Firestone and Bloxham Annex properties are currently exempt from ad valorem taxes. Based on current city and county millage rates and NAP's estimated post-development taxable value of \$150.0 million, the Project is projected to generate nearly \$1.2 million in tax increment for the CRA in the first year (FY 2022) and \$17.4 million through FY 2034. Additionally, because Leon County does not contribute their full tax increment to the Downtown District, the Project is projected to generate an average of \$664,411 each year through FY 2034 when the DT District is currently set to sunset.

#### Supplemental Material/Issue Analysis

#### History/Facts & Issues

On August 3, 2016, the CRA released an RFP with responses due by October 13, 2016. NAP responded to the RFP, offering to purchase the properties for \$4.28 million and to redevelop the properties as an urban mixed-use development. The RFP selection committee composed of city and county staff, CRA and Blueprint committee representatives, a historian and private citizens reviewed the proposal on November 14, 2016 and received a full presentation and interview by NAP on December 15, 2016. Following the oral presentation/interview, the selection committee unanimously agreed to accept the NAP proposal and support a recommendation to forward the proposal to the CRA Board.

The CRA Board approved the negotiation of the Purchase and Sale Agreement (PSA) at the January 26, 2017 Board meeting and approved the final PSA at the March 23, 2017 Board meeting. At the same Board meeting, staff requested initial direction from the Board regarding the use of up to \$2.3 million of the TDT Arts Funds to purchase dedicated amphitheater support space and flexible event space within the proposed development. At the May 4, 2017 meeting of the Tourist Development Council (TDC), the Board unanimously recommended that the space options for amphitheater support and public events be supported with TDT Arts funds. On May 25, 2017, the CRA Board subsequently approved the use of up to \$2.1 million in TDT Arts Funds towards the construction and purchase of comprehensive amphitheater support facilities and flexible event space with the addition of \$508,425 of Tourist Development Tax funds originally used by the City for the demolition of the Johns and Clemons buildings added to that amount to cover most of the cost of the operational amphitheater support facilities, resulting in a total amount of approximately \$2.6 million.

The NAP proposal was first presented to the CRA's DRC at their January 10, 2017 meeting, at which they unanimously recommended the proposal be submitted to the CRA Board for approval. Staff has coordinated the proposed funding request and terms with the DRC three times, with the most recent review completed on September 22, 2017. The DRC recommends approval of the funding assistance request, consistent with the development considerations outlined in the main body of this agenda item.

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The project, as it is currently structured, contains the following proposed uses:

- 30,385 square feet of new office space;
- Proposed reuse of the Old County Health Department building, an unaltered art moderne building, yielding 4,660 square feet of office space;
- A 123 room boutique hotel;
- 304 multi-family residential apartments;
- 24 condominium units
- Three restaurants with a total of 17,289 square feet,
- 15,100 square feet of Festival Street Shops,
- An 11,050 square foot wellness center,
- Creation of a "Festival Street" concept connecting to Cascades Park to Gadsden Street for special events;
- Approximately 1,000 parking spaces, both underground and in a garage;
- A civil rights memorial commemorating the people, places and events which shaped Tallahassee's history;
- Greenrooms and amphitheater support facilities;
- A flexible public event space; and
- Preservation of a historic tree.

### **CRA** Participation

During the creation of the RFP, the CRA Board identified several features that are required elements of the proposed Firestone Bloxham project including public gathering spaces, civil rights memorials and other amenities. Due to the cost of these features, CRA investment will be necessary to support their construction.

#### Funding Request

On August 31, 2017, NAP submitted an updated Public Participation Request. A copy of the request, which includes supporting data from earlier requests, is at Attachment 1. CRA staff is seeking final direction from the Board regarding specific project funding commitments. Based on CRA Board direction on these elements, staff move forward to finalize and execute the Development and Funding Agreement.

The requested funding agreement has four separate components:

- <u>Amphitheater Support and Event Space \$2,500,000</u>: \$2,608,425 in TDT and City funds were previously approved for the amphitheater support and event space, on May 25, 2017 meeting. However, since that approval NAP has reviewed their initial estimate and lowered the cost to \$2,500,000. The space will be owned by the City.
- Public Improvements not to exceed \$2,250,000: In addition to the retail areas of the project, additional project components will be accessible to the public and/or provide a public benefit, including restoration of the former Leon County Public Health Department building, the proposed civil rights memorial, undergrounding of electric lines, infrastructure improvements associated with the Festival Street, public access spaces throughout the project, and other public components of the project. The table in Attachment 2 provides a breakout of anticipated costs necessary to complete these improvements. In addition, staff has identified potential funding approaches for each of the components. NAP has requested a maximum of \$2,250,000 in CRA, City, or other public entity in order to accomplish the referenced project components. Therefore, staff recommends that CRA assistance to be approved up to \$2,250,000 for the referenced project components, but also direct staff to continue to work with the developer and the City throughout the PUD/Development Agreement process to seek funding and/or fee waivers as generally depicted in Attachment 2. As the project advances through the development review process, more refined details will narrow the scope of these components. Some of the expenses, such as tree removal fees and fee-in-lieu of landscape requirements could be waived by the City during review and approval of the necessary Development Agreement. Some of the costs, such as offsite sidewalk improvements, are not required as part of the project but may be desired once the project is completed. Lastly, there may be other project costs not listed, such as advanced demolition (prior to closing), that is mutually beneficial to the CRA, the functions of Cascades Park and the developer

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that could be funded through this request. Providing the maximum amount requested by NAP, provides sufficient commitment for the developer to continue with the project as planned within the requested tax increment reimbursement.

In addition, while the Board recently approved a process for disbursement of remaining TDT Art funds, there are two project components that qualify for the funds: the historical memorial on the public plaza (estimated at \$200,000) and the proposed amphitheater access to the east of the Project (estimated at \$240,000). **Staff is also recommending that the Board approve an additional \$440,000 of TDT funds to support these two components of the project.** It should be noted that the developer has created a user group comprised of educators, preservationists, civil rights activists and community leaders to explore the significance of the site and help cast a vision for how to honor its past. The user group desires for the site's stories to be retold via outdoor memorials, monuments and/or interactive exhibits within the new public plaza. The summary of this process and outcome is included as Attachment 3. Should the Board not recommend (at this time) the additional TDT funds, staff suggests that the developer submit the requested funding through the Board established process.

- TIF Funding approximately \$13,900,000: To ensure the Project provides well designed public gathering places and other public amenities, the CRA Board placed a strong emphasis on specific design elements such as retail uses, a festival street, public plazas, a view axis to the state capitol, and exterior improvements such as waterfalls and gathering spaces. These project components were stipulated with the expectation that the CRA would provide TIF to offset the costs of providing such improvements. As with other large scale CRA projects, the TIF would consist of reimbursement of a portion of the tax increment generated by the project once it is completed and added to the tax rolls in 2021, with tax increment generated in FY 2022. Essentially the project would pay for itself through the tax increment generated from the increased property values. NAP has requested the reimbursement of 90% of the tax increment over the remaining life of the DT District, which currently sunsets in June 2034. Assuming a postdevelopment taxable value of \$132.0 million for the Project, not including the boutique hotel value, this would reimburse NAP approximately \$13.9 million of the tax increment generated by the Project through FY 2034, with the CRA retaining approximately \$3.6 million. It is important to note that the tax increment reimbursement will not be provided as a single payment but will occur over a 13-year period starting in FY 2022. As a result, the projected \$13.9 million tax increment reimbursement has a Net Present Value (NPV), today's value, of approximately \$5.4 million. NAP has provided staff with an economic impact analysis of including public facilities identified by the CRA in the Request for Proposal as part of the redevelopment Project. The analysis estimates the "lost value" from retail/restaurant, office and apartments space NAP foregoes to include the CRA desired public features at \$6.1 million (Attachment 4), which is consistent with the projected NPV. The DRC recommended reimbursement of 90 percent of the Project value, as determined annually by the Leon County Property Appraiser (LCPA) through the end of the DT District in June 2034.
- <u>229 Public Parking Spaces, \$6,500,000</u>: In the RFP, the CRA requested a minimum of 145 public parking spaces to replace the existing spaces that will be lost to new construction and to help support the Project, Cascades Park, and potentially the redevelopment of the Waterworks site. Following discussions with City and CRA staff, NAP has proposed 229 public spaces on two floors on the Bloxham block. These spaces are over and above code requirements. The public spaces will be designed for easy public access, clearly marked as public and self-contained within the Project; the CRA would own the public parking spaces. The initial estimated cost of the parking was \$6,796,720 however, the developer has made some revisions which resulted in a reduced cost of \$6,500,000.

Based on parking construction, revenues and expenses and projections prepared by City of Tallahassee Real Estate Management (Attachment 5), the anticipated annual debt service for the 229 space public parking garage is \$632,445. The projected Net Operating Income (NOI) from parking garage income will be insufficient to cover the debt service during the Year 1 year of the public parking garage operations but is projected to be sufficient beginning in Year 2 and through Year 13, when the DT District is scheduled to sunset. In discussions with the City Treasurer-Clerk's office, it is likely that a lender will require the tax increment generated by the development and/or the DT District be pledged to cover the debt service, with the NOI from the parking garage used a secondary source. If this tax increment pledge is required, additional DT District tax increment may have to be committed to support the Project for loan purposes. However, if the parking income projections are accurate, no payments will be made from the additional tax increment pledge.

While the City has a lease agreement with the State to utilize their parking after 6:00 PM, the State has recently issued a real estate report that indicates the surrounding facilities/properties may be offered for uses other than as State employee parking in the near future. Due to the uncertainty of the future of the State parking facilities and the anticipated increase in public parking demand from the Project, **staff is recommending funding of the full 229 public parking spaces**. **Staff also recommends that the Board direct staff to fund the parking through an appropriate loan that will be paid by parking revenues and DT District TIF**. The loan would commence at or near construction completion.

#### **Previous Approvals**

Large projects have helped create a significant percentage of the increase in property value in the DT District which have, in turn, generated funds that the CRA uses for smaller projects. Previously approved CRA funding amounts range between 3% to 12% of total project value for large projects that create a significant economic or redevelopment impact in the community by producing high levels of property tax revenue and other economic benefits over time. For example, the CRA approved \$2.4 million or 12% funding for the \$19.4 million College Town Phase I project. That project now generates over \$120,000 in tax increment each year and has encouraged millions in private development in both the DT and GFS districts.

The estimated total cost of the proposed Project, less the boutique hotel, is \$132.0 million. NAP has requested the reimbursement of a projected \$13.9 million in tax increment through FY 2034 plus up to \$2,250,000 in other public benefit costs for total CRA commitment of up to \$16.2 million. This results in a projected maximum CRA investment of approximately 12.2% in the total Project cost, which is generally consistent with other large CRA projects that are considered to be transformational or pioneer projects. The 12. 2% investment is anticipated to be lowered (to potentially 10.5%) as other funding sources and/or fee waivers are approved through the remainder of the development process. More information regarding previous large project funding approvals can be found in Attachment 6.

Other Development Considerations:

The terms and conditions listed below were also considered by staff and the DRC in evaluating the Project funding proposal. If the Board authorizes staff to execute a development agreement with NAP, staff recommends these terms and conditions be incorporated into the development agreement. These terms and conditions have been reviewed and approved by the DRC. Additional terms and conditions may be identified during the negotiation period.

- While the initial taxable value of the project is estimated to be \$132.0 million, staff recommends the reimbursement of 90% of the tax increment generated by the Project be based on the annual taxable value of the Project, less the value of the hotel, as established by the LCPA.
- NAP will meet with OEV/MWSBE to establish procedures for meeting the City of Tallahassee's 10.5 % goal of MSWBE participation (7.5% Black and 3.0% Women) for construction projects based on the projected CRA financial participation.
- NAP will meet with the Planning Department's DesignWorks to discuss and identify required exterior design features and elements.
- The completed Project will be consistent with the PUD, as defined in the Land Development Code, must be approved in writing by the City and reviewed by the CRA staff.
- Any change of ten percent (10%) or more to the number of residential units, the square footage of retail space or the number of parking spaces as noted in the NAP proposal and/or the PUD must be approved in writing by CRA staff.

#### **Required Processes**

In order to successfully complete this project, several processes are required, as follows:

#### The Purchase and Sale Agreement

Following CRA Board approval of the sale of the Firestone and Bloxham Annex properties to NAP for \$4,280,000 at the

March 23, 2017 CRA Board meeting, the CRA and NAP completed and executed the Purchase and Sale Agreement (PSA). The PSA allows NAP to move forward with the due diligence and permit reviews/approvals needed to finalize the project design and costs.

#### Adoption of the PUD

The intensity and complexity of the proposed development requires the developer to enter into a PUD agreement with the City. Preparation of the PUD is expected to take approximately nine months. The CRA Board will have an opportunity to review and comment on the plan. The City Commission is responsible for final approval of the PUD.

#### Adoption of the Development and Funding Agreement

The draft Development and Funding Agreement includes the proposed terms and conditions of both the CRA Board and NAP participation, including CRA financial assistance as approved by the CRA Board at this meeting. While the elements of the draft agreement are contained in this report, the final agreement will be completed and executed based upon CRA Board direction.

The Development and Funding Agreement is necessary prior to the PUD process commencing. To ensure that the development is constructed as approved by the City and the CRA Board, the Development and Funding Agreement will also include by reference the conditions of the PUD.

#### Economic Impact on the Community

A study conducted by FSU's Center for Economic Forecasting and Analysis for the Tallahassee/Leon County Office of Economic Vitality (OEV) indicates the project will have a significant positive economic impact that will directly benefit property values, jobs and economic activity within Leon County as follows:

- Both the Firestone and Bloxham Annex properties are currently exempt from ad valorem taxes. Following completion of the project, NAP projects a total taxable value of the proposed development at \$150 million (including the boutique hotel with a projected value of \$18.0 million). Based on current city and county millage and the projected post-development value of \$150 million, the project would generate nearly \$1.2 million in tax increment for the CRA in the first year (FY 2022) and \$17.4 million through FY 2034.
- The analysis of the temporary and permanent economic impacts of the Project found it will yield an estimated 916 construction jobs, 365 indirect jobs, 928 additional induced jobs, plus 694 permanent jobs. These jobs are expected to generate approximately \$117.8 million in wages and \$353.6 million in total economic output.
- The direct construction activity will generate nearly \$139.1 million in direct, local economic investment with an additional \$150.0 million in indirect and induced local economic output. Essentially, this project will have one of the largest beneficial impacts, over both the short and the long term, that the City and County have seen for many years.

More detailed information regarding the economic impact of this project can be found in Attachment 7.

#### Staff Recommendation:

Staff requests Board authorization to move forward with the completion and execution of the CRA Funding Agreement and Development Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties as discussed and recommended in this agenda item, recommends approval of \$440,000 of additional TDT funding for the historical memorial plaza and the proposed amphitheater access (on the east side of the development), recommends that CRA assistance to be approved up to \$2,250,000 for public improvements referenced herein, and recommends Board authorization for staff to seek appropriate loans for financing 229 public parking spaces.

#### **Options**

1. Authorize CRA staff to complete and execute the Development and Funding Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties.

Attachment #2 Page 7 of 7

2. Do not authorize CRA staff to complete and execute the Development and Funding Agreement with North American Properties for the redevelopment of the Firestone and Bloxham Annex properties.

3. Recommend approval of \$440,000 of additional TDT Arts Funds for the historical memorial plaza and the proposed amphitheater access (on the east side of the development). Final approval will be required by the City Commission and Board of County Commissioners.

4. Do not recommend approval of \$440,000 of additional TDT Arts Funds for the historical memorial plaza and the proposed amphitheater access (on the east side of the development); direct staff to submit an application consistent with the TDT Arts Funds approved by the CRA Board.

5. Approve up to \$2,250,000 for the public improvements referenced herein, but also direct staff to continue to work with the developer and the City throughout the PUD/Development Agreement process to seek funding and/or fee waivers as generally depicted in Attachment 2.

6. Do not approve CRA assistance for up to \$2,250,000 for public improvements referenced herein.

7. Authorize staff to seek appropriate loans for financing 229 public parking spaces.

8. Do not authorize staff to seek a loan for financing 229 public parking spaces; identify the total number of spaces to be supported by the CRA.

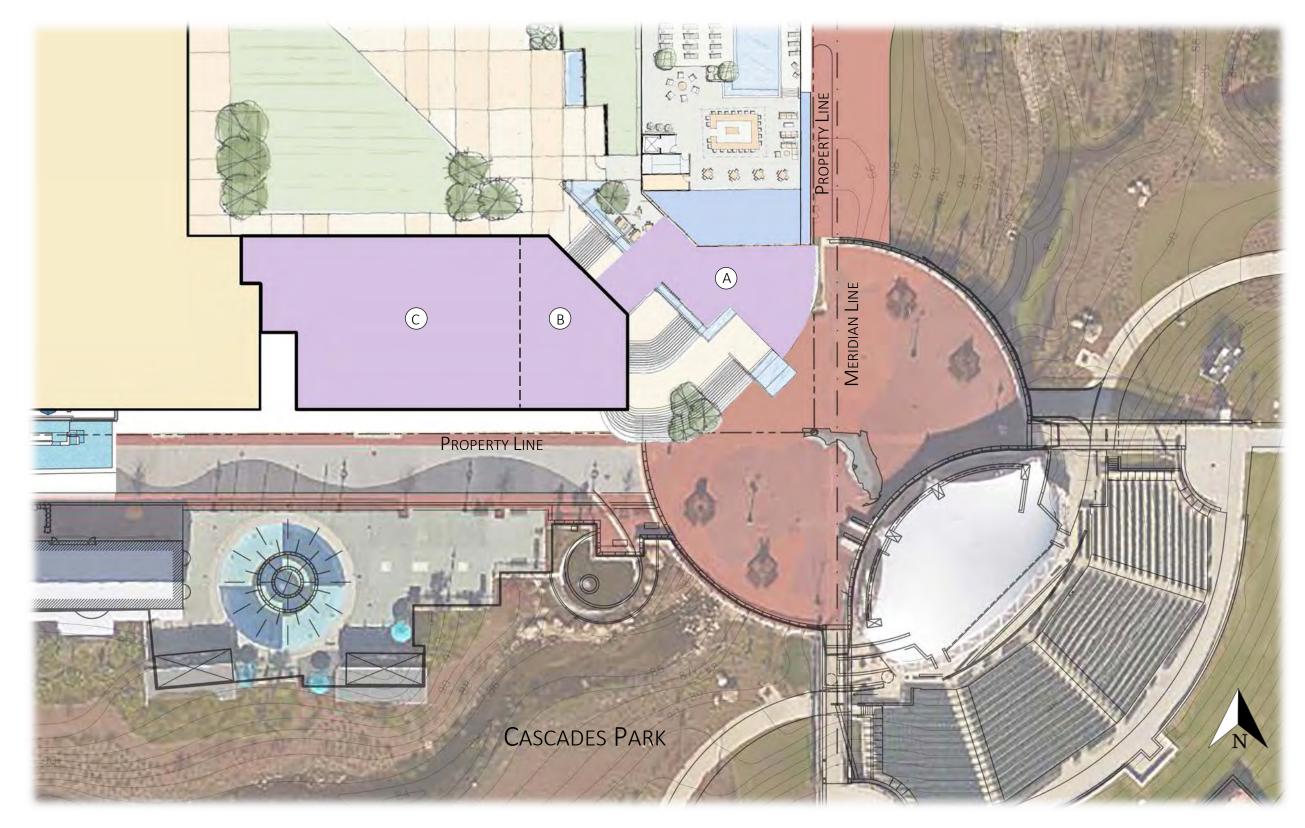
9. Board direction.

#### Attachments/References

- 1. Revised NAP Public Participation Request, August 31, 2017
- 2. Summary of Anticipated Public Fees and Benefits Expenses
- 3. Summary of Community Collaboration on Historical Plaza
- 4. NAP Analysis Economic Impact of Public Features
- 5. Parking Garage Pro Forma
- 6. CRA Large Project Funding Examples
- 7. Economic Impact Analysis Firestone-Bloxham Project at Cascades

Attachment 1.pdf (2,463 KB)	Attachment 2.pdf (202 KB)	Attachment 3.pdf (1,567 KB)	
Attachment 4.pdf (81 KB)	Attachment 5.pdf (121 KB)	Attachment 6.pdf (528 KB)	
Attachment 7.pdf (145 KB)			







CASCADES PROBET PARKS SUPPORT

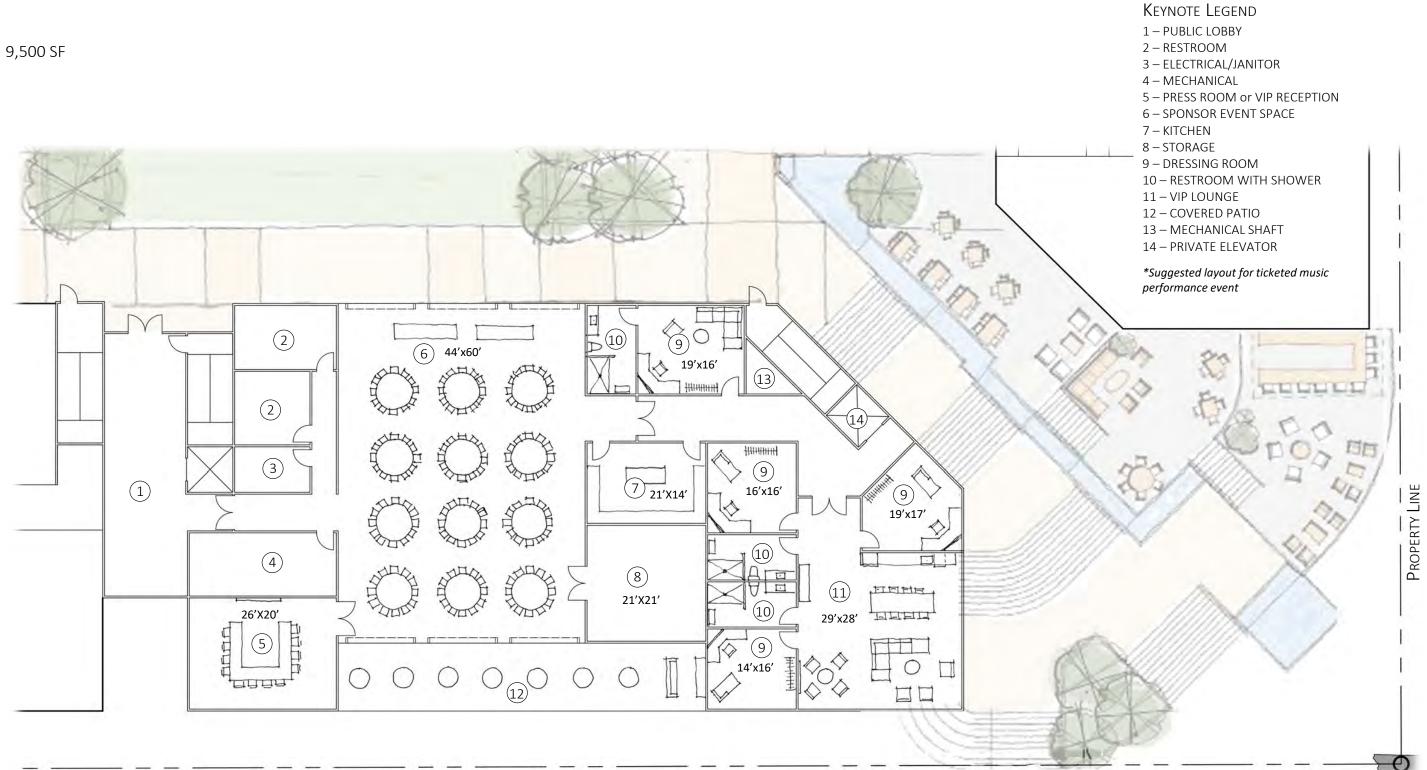
#### Attachment # 3 Page 2 of 6

## Keynote Legend

A – AMPHITHEATER OPERATIONS	3,455SF
B – AMPHITHEATER SUPPORT	
BASIC OPTION	2,750SF
C – AMPHITHEATER SUPPORT	
FULL FLOOR OPTION ADDS	6,750SF

B + C = 9,500SF TOTAL





**PROPERTY LINE** 

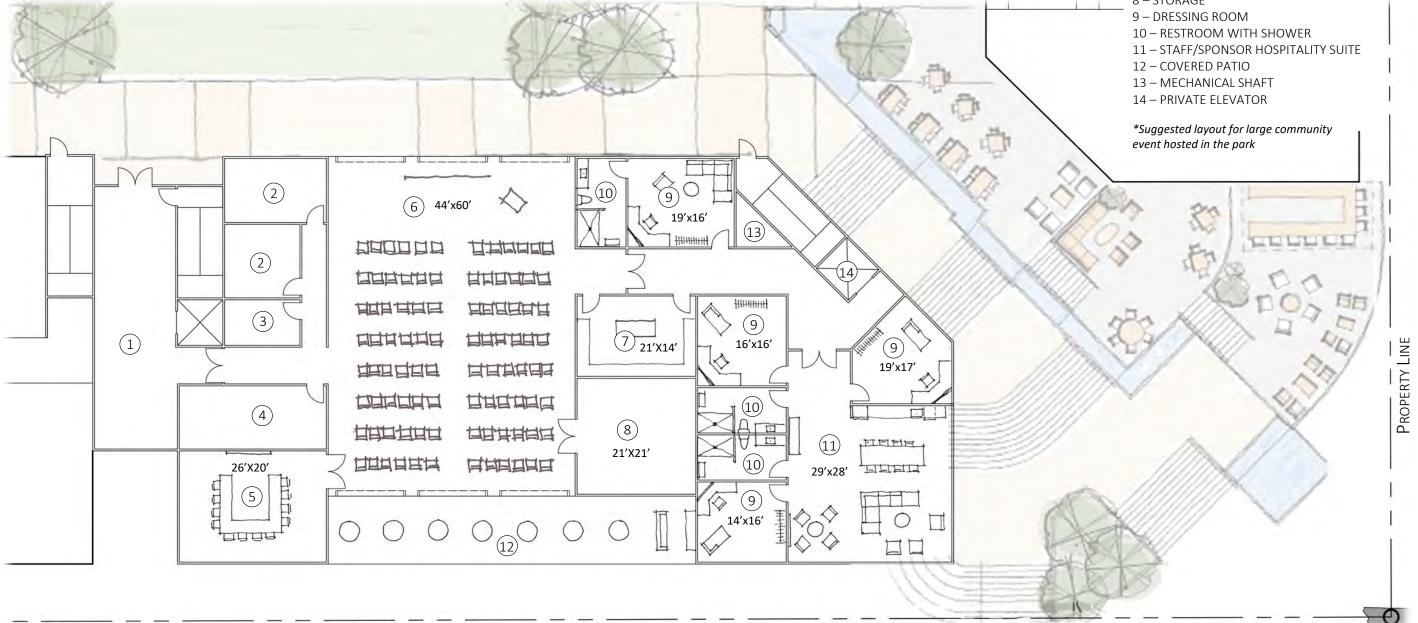
North American Properties



CASCADES PROJECT | PARKS SUPPORT

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**PROPERTY LINE** 

North American Properties



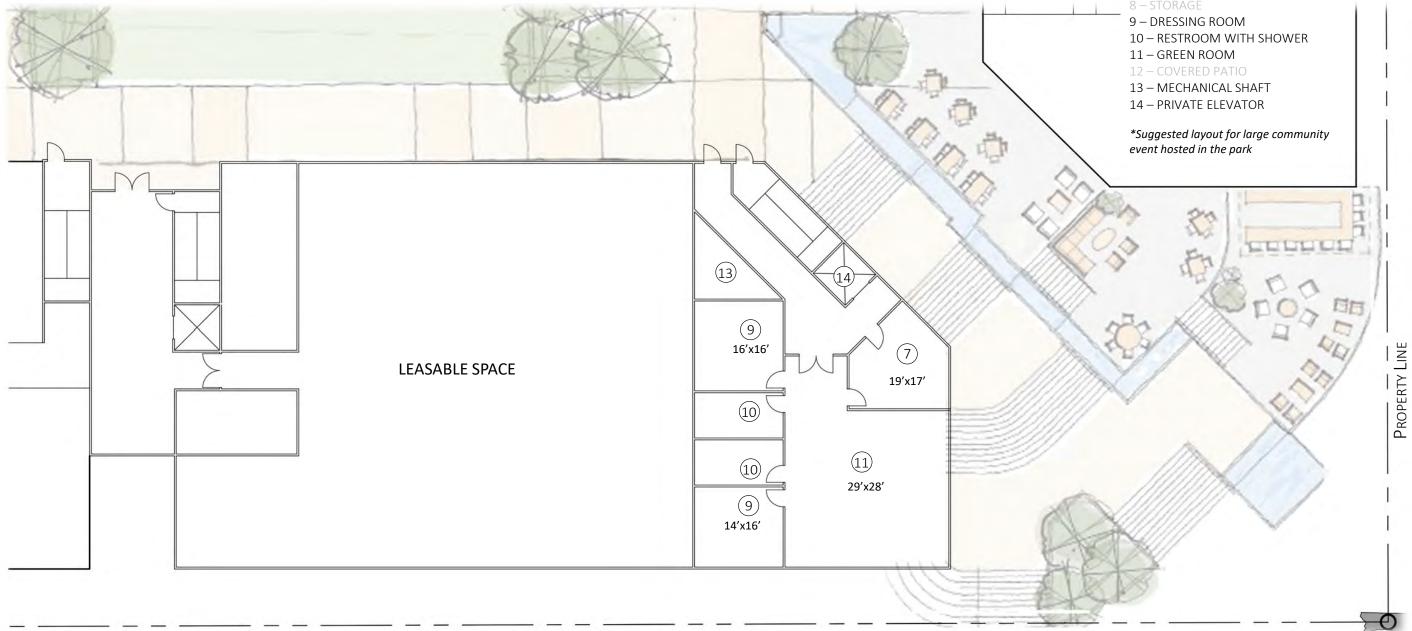
CASCADES PROJECT | PARKS SUPPORT

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#### Keynote Legend

- 1 PUBLIC LOBBY
- 2 RESTROOM
- 3 ELECTRICAL/JANITOR
- 4 MECHANICAL
- 5 PRESS ROOM or VIP RECEPTION
- 6 LECTURE/INDOOR EVENT VENUE
- 7 KITCHEN
- 8 STORAGE





North American Properties 🌗



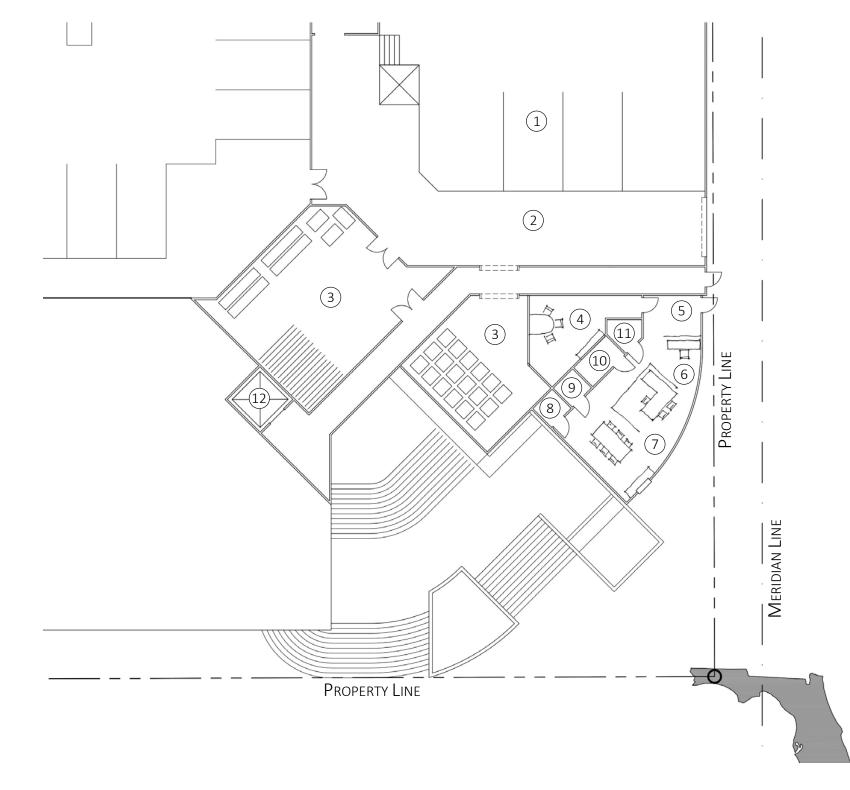
CASCADES PROJECT | PARKS SUPPORT

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#### Keynote Legend

- 2 RESTROOM
- 3 ELECTRICAL/JANITOR
- 4 MECHANICAL
- 5 PRESS ROOM or VIP RECEPTION
- 6 LECTURE/INDOOR EVENT VENUE
- 7 KITCHEN
- 8 STORAGE





CASCADES PROJECT | PARKS SUPPORT

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3,455 SF

UPTOWN RENTAL PROPERTIES, LLC Attachment # 3 Page 6 of 6

Keynote Legend

- 1 SERVICE BAYS
- 2 LOADING DOCK
- 3 STORAGE
- 4 PRODUCTION OFFICE
- 5 ENTRY VESTIBULE
- 6 INTERN/RECEPTION DESK
- 7 PARKS OFFICE
- 8 I.T. CLOSET
- 9 A/V CLOSET
- 10 ADA RESTROOM
- 11 JANITOR CLOSET
- 12 PRIVATE ELEVATOR



6

#### FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND LEON COUNTY REGARDING PROGRAMMING FOR THE CAPITAL CASCADES STAGE AND CONCERT SERIES AT THE CAPITAL CITY AMPHITHEATER AT CASCADES PARK

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Amended Agreement") is made and entered into this /2 day of Agreet, 20/6, pursuant to the authority of Section 163.01, Florida Statutes, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City") and LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County") for the purpose of developing operational guidelines for the Leon County Division of Tourism Development Sponsored Events at the Capital City Amphitheater at Cascades Park ("Amphitheater") to be known as the Capital Cascades Stage and Concert Series. The City and County may be referred to collectively as "Parties".

#### RECITALS

WHEREAS, the Amphitheater has been created as an amenity in Cascades Park, utilizing both Blueprint 2000 funds and Leon County Tourist Development Tax proceeds; and,

WHEREAS, programming of the Amphitheater will include local festivals and local events as well as regional ticketed concerts, the Capital Cascades Stage and Concert Series; and,

WHEREAS, the City and County agree that the Amphitheater has been constructed as a venue for large outdoor concerts drawing the caliber of entertainment suitable to be a regional attraction in an effort to drive economic development through tourism; and that up to a maximum of ten (10) ticketed events will be scheduled to occur annually, ("Capital Cascades Stage and Concert Series"); and,

WHEREAS, the Parties also agree that the Amphitheater is intended to attract events that are oriented to the entire community in all of its diversity; and

WHEREAS, the Parties recognize the benefits of hiring a management company to develop and manage the programming of the Capital Cascades Stage and Concert Series at the Amphitheater and of establishing a volunteer committee to be known as the Strategic Team for Amphitheater Grand Entertainment ("STAGE"); and,

WHEREAS, the Parties recognize the need to establish guidelines and responsibilities for STAGE, City staff and County staff related to the Capital Cascades Stage and Concert Series. This Amended Agreement is intended to re-establish and amend those guidelines, which are limited to the Capital Cascades Stage and Concert Series Events; and,

WHEREAS, the Parties entered into the Interlocal Agreement Between the City of Tallahassee and Leon County Regarding Programming for the Capital Cascades STAGE and Concert Series at the Capital City Amphitheater at Cascades Park ("Initial Agreement"), which is dated July 11, 2013; and,

> 20160024939 THIS DOCUMENT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY FL BK: 4917 PG:1079, Page1 of 9 Po94/18/2016 at 08:55 AM Po94/18/2016 at 08:55 AM BOB INZER, CLERK OF COURTS

1 Page 797 of 909 WHEREAS, the Parties have operated under the Initial Agreement since July 11, 2013, and now agree that it is advantageous to both Parties and to the community to amend the Initial Agreement to address the membership and duties of the STAGE Committee, the number of Capital Cascades Stage and Concert Series events, and the use of the stage curtain.

NOW, THERFORE, in consideration of the following mutual promises, and representations set forth below, the sufficiency of which being acknowledged, the City and County do hereby agree as follows:

#### SECTION 1. INCORPORATION OF RECITALS.

The Recitals set forth above are hereby incorporated into this Amended Agreement and made a part hereof as if set forth below.

## SECTION 2. ESTABLISHMENT OF THE STRATEGIC TEAM FOR AMPHITHEATER GRAND ENTERTAINMENT (STAGE).

1. Purpose: There is hereby established a Strategic Team for Amphitheater Grand Entertainment, hereinafter "STAGE" or "STAGE Committee" to act as a "Focus Group" with regard to the Capital Cascades Stage and Concert Series held at the Capital City Amphitheater ("Amphitheater"). The STAGE Committee shall develop guidelines for the Capital Cascades Stage and Concert Series at the Amphitheater as set forth herein.

2. Membership: The STAGE Committee shall have eight (8) members. Membership of the STAGE Committee shall consist of the following:

- a. Director of the Leon County Division of Tourism Development.
- b. Director of the City's Department of Parks, Recreation, and Neighborhood Affairs ("PRNA").
- c. Representative from the Cultivate Cascades Initiative Team of the Knight Creative Communities Institute ("KCCI").
- d. Representative appointed by the Myers Park Neighborhood Association.
- e. Representative appointed by the Woodland Drives Neighborhood Association.
- f. Representative from Seven Days of Opening Nights at Florida State University, appointed by Florida State University.
- g. Representative from the Lyceum Series at Florida A&M University, appointed by Florida A&M University.
- h. Director of the Downtown Improvement Authority.

3. Membership Terms. The Director of the Leon County Division of Tourism Development, Director of the Downtown Improvement Authority and PRNA Director shall be permanent members. The KCCI, Myers Park Association, Woodland Drives Neighborhood Association, Seven Days of Opening Nights and Lyceum Series members shall serve two-year terms. Upon the expiration of the first two-year term for the KCCI, Myers Park Association, the Woodland Drives Neighborhood Association, Seven Days of Opening Nights, and Lyceum Series members, those organizations shall have an opportunity to select a new member to represent each organization, or may reappoint the current member representative to the STAGE Committee for another two-year term.

4. STAGE Operations: The STAGE Committee shall be and act as a "Focus Group" of the Board of County Commissioners, which shall comply with all policies applicable to such committees. All meetings of the STAGE Committee shall be advertised, open to the public, and minutes of the meetings shall be taken. Pursuant to Section 6 herein, the City Manager and County Administrator, acting jointly are authorized to revise the membership of the STAGE Committee and its duties and responsibilities.

SECTION 3. STAGE COMMITTEE RESPONSIBILITIES.

The STAGE Committee shall make reports to the City Manager and the County Administrator, related to the Capital Cascades Stage and Concert Series on:

1. Developing a booking policy that will reserve certain priority dates for a maximum of ten (10) Capital Cascades Stage and Concert Series events annually.

2. Coordinating a master calendar for the Capital Cascades Stage and Concert Series events.

3. Exploring various musical and performance genres.

4. Developing community-oriented and other cultural programming, reflective of the diversity of the Tallahassee-Leon County community.

5. Developing a plan for concert and event times for the Capital Cascades Stage and Concert Series consistent with the Amphitheater's hours of operation and this Amended Agreement.

6. Developing a plan and procedure for special exceptions to Amphitheater hours of operation for federal, state, or locally recognized holidays, which special exceptions shall be submitted to and approved by the City Manager and County Administrator, acting jointly, in writing prior to the first event of the Capital Cascades Stage and Concert Series.

7. Developing a plan to address concerns, if any, of adjacent neighborhoods related to the Capital Cascades Stage and Concert Series.

8. Performing a quarterly review of Amphitheater operation concerning all activity related to the Capital Cascades Stage and Concert Series events.

9. Recommending whether earned profits from the Capital Cascades Stage and Concert Series, if any, should be expended for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

Pursuant to Section 6 herein, the City Manager and County Administrator are authorized to revise the duties and responsibilities of the STAGE Committee.

#### SECTION 4. CITY STAFF RESPONSIBILITIES.

City staff shall:

1. Conduct regular maintenance of the Amphitheater as part of routine Cascades Park operations.

2. Establish price lists for services provided by the City for the Capital Cascades Stage and Concert Series.

3. Allow the Capital Cascades Stage and Concert Series consisting of a maximum of ten (10) ticketed outdoor concerts to occur at the Amphitheater annually, provided all City permitting requirements are complied with.

4. Implement use agreements with owners of parking lots and facilities surrounding the park.

5. Create a traffic control plan which may include parking limitation signs in surrounding neighborhoods to limit ingress to adjacent neighborhoods during the Capital Cascades Stage and Concert Series events.

6. In the event that the Meridian Point Building is acquired by the City and becomes available for redevelopment within the initial five (5) year term of the Initial Agreement or any subsequent two (2) year renewal term, it is recognized by the Parties that Amphitheater operations would benefit from dressing rooms, restrooms, production office, box office, catering space, which therefore shall be incorporated, if feasible, into the design of any proposed redevelopment of the first level of the Meridian Point Building.

7. If the Meridian Point Building is acquired by the City, work with County staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.

8. Invoice the County, after completion of each Capital Cascades Stage and Concert Series event for the cost of City services, as specified in the City's Special Events Permit process.

9. Work with the Leon County Division of Tourism Development, the management company, if any, and the concert/event promoter(s) on all aspects of each Capital Cascades Stage and Concert Series event staging and production.

10. Provide services for the Capital Cascades Stage and Concert Series, as agreed upon in City's Special Events Permit process.

11. Work with the STAGE Committee and the Leon County Division of Tourism Development to address neighborhood concerns, if any.

12. Adjust neighborhood trash pickup schedules following a Capital Cascades Stage and Concert Series event, if necessary.

13. Work with County staff to assist the STAGE Committee in developing a plan, providing that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

SECTION 5. COUNTY STAFF RESPONSIBILITIES.

County staff shall:

1. Provide for a private management company retained through a competitive selection process or budget for salary and benefits for a program manager, who shall be an employee of the County.

2. If the Meridian Point Building is acquired by the City, work with City staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.

3. Work with concert promoters to establish ticket prices and make all final decisions on booking entertainment for each Capital Cascades Stage and Concert Series event.

4. After completion of each Capital Cascades Stage and Concert Series event and upon receipt of an invoice from the City, pay such approved costs to the City for services as agreed upon in City's Special Events Permit in accordance with the City's price list.

5. Provide any advance funding, where appropriate or necessary to book a Capital Cascades Stage and Concert Series event.

6. Provide funding, where appropriate, to enter into self-promotion or co-promotion agreements with concert promoters.

7. Maintain profit and loss records for each Capital Cascades Stage and Concert Series event. Revenues may consist of ticket revenues, sponsorships, concession fees, percentage of food and beverage sales, VIP hospitality area income, percentage of merchandise sales and other sources as identified. Costs may include, but are not limited to, fees due to the concert or event, promoter/entertainment, and related concert costs.

8. Work with City staff to develop a plan, which will provide that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and

costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

9. Retain all profits earned, if any, from the Capital Cascades Stage and Concert Series events, in an account to be managed by the County, specifically to use for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee. The County shall make available an annual statement of earned revenues from the Capital Cascades Stage and Concert Series for interested parties.

10. Issue a Request For Proposals, if necessary, and enter into an agreement for electronic ticketing.

11. Operate a box office and reconcile concert ticket sales and associated event costs with the concert promoter.

12. Through the Leon County Division of Tourism Development, market the Capital Cascades Stage and Concert Series events to regional audiences.

13. Develop and sell possible Capital Cascades Stage and Concert Series sponsorship opportunities, subject to PRNA approval, within the Amphitheater.

14. Unless a special exception for a holiday is submitted to and approved by the City Manager and County Administrator pursuant to this Amended Agreement, require all entertainment provided at the Capital Cascades Stage and Concert Series to be completed not later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. on Sundays through Thursdays. No Capital Cascades Stage and Concert Series event shall begin earlier than 8:00 a.m. on any day of the week.

15. Require the management company, if any, to comply with any noise ordinance enacted by the City or the County.

16. Obtain a City Special Events Permit for each Capital Cascades Stage and Concert Series event.

17. For each concert, it is the County's intent to utilize the full stage curtain, and therefore the County will ensure that its management company works with the artist's stage manager and utilizes all 10 panels unless technical setup requirements of the band mandate otherwise, in which case the maximum amount of curtain panels that the production will allow will be utilized.

#### SECTION 6. CITY MANAGER AND COUNTY ADMINISTRATOR.

This Amended Agreement authorizes the City Manager and the County Administrator to resolve all programming, policy, and governance matters that may arise during the planning, implementation, and operation of the Amphitheater for the Capital Cascades Stage and Concert Series. However, should the City Manager and County Administrator be unable to resolve such matters, then the provisions of Section 9B shall apply. The City Manager and County Administrator, acting jointly, are hereby authorized to enhance or revise the membership and responsibilities of the STAGE Committee as needed.

#### SECTION 7. EFFECTIVE DATE.

This Amended Agreement shall be effective ("Effective Date") when filed with the Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes after approval and execution by both Parties.

#### SECTION 8. TERM, RENEWAL, TERMINATION, REVIEW.

The term of the Amended Agreement shall be for a period of five (5) years commencing upon the Effective Date and shall be renewed automatically thereafter for two (2) year terms, unless either the City or County provides written notice to the other Party of its intent not to renew this Amended Agreement, not later than sixty (60) days prior to the end of the then current term.

If either Party fails to comply with any of the material terms or conditions of this Amended Agreement or otherwise defaults in any of its material obligations under this Amended Agreement and shall fail, within sixty (60) calendar days after written notice from the other Party to correct such default or noncompliance, the non-defaulting Party may, at its option, terminate this Amended Agreement.

#### SECTION 9. MISCELLANEOUS.

A. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as the Initial Agreement, in accordance with general law.

B. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Amended 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 Amended Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

2. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

3. If a dispute is not resolved by the foregoing steps within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

4. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

- a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.
- b. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.
- c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the Parti	es have	caused this	Amended	Agreement to be executed
by their duly authorized representatives this	12	day of	April	<u>, 1016</u> .

Filed with the Leon County Clerk of Court on <u>April 18</u>, <u>U16</u>.

#### CITY OF TALLAHASSEE

Attest:

By: James O. Cooke, IV CitWTreasurer-Clerk

APPROVED AS TO FORM:

By: Lewis E. Shelley City Attorney

By: Andrew D. Gillum Mayors 1 0 F 1 NE GERP Č. ORATE Acres 1.81 8a Constant of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second se LEON COUNTY, FLORIDA By:

Bill Proctor Board of County Commissioners

ATTEST:

Bob Inzer Clerk & Comptroller Leon County, Florida

eputy Clerk By:

APPROVED AS TO FORM: Leon County Attorney's Office

By:

Herbert W. A. Thiele County Attorney



#### MEMORANDUM

DATE: 06/22/2017

TO: Leon County Tourist Development Council

FROM: Kerri L. Post, Director, Leon County Tourism Development

SUBJECT: Additional Information and Update on the CRA TDT/PAC Funding support for the Firestone/Bloxham Redevelopment, as requested at the TDC Meeting May 4, 2017.

#### Background:

As discussed at the May 4, 2017 TDC meeting and encompassed in a letter from the TDC Chair (Attachment #1) to both County and City Commissioners, the TDC was supportive of the purchase of the A, B, and C Amphitheater Support Spaces and convening a special meeting specifically to review more information on the recommended ownership, maintenance, projected operational structure and public use for the new Amphitheater Support Space.

On May 25, 2017 the CRA authorized the use of up to \$2.1 million in Tourist Development Tax - Performing Arts Center funds and \$508,425 in Johns/Clemons funds for the purchase of Spaces A, B and C: up to 12,995 +\- square feet of amphitheater operational support space and flexible event space (Attachment #2). Additionally, the CRA authorized staff to continue to work with the City of Tallahassee, Leon County staffs and the developer to refine the design and develop final costs, which will be brought back for final CRA Board, City and County Commission approvals. The CRA also authorized staff to include this space in the CRA-North American Properties development agreement subject to final CRA Board approval. Further, the CRA Board gave direction for staff to provide additional information at their next meeting on the ownership, maintenance, and management of the space, in addition to considering the needs of the cultural community.

#### Analysis: Bloxham/Firestone Redevelopment/Amphitheater Support Space

#### **Ownership of the new Amphitheater Support Space:**

The new Amphitheater Support Space is recommended to be paid for with the use of Leon County Tourist Development Tax and owned/operated by the City of Tallahassee (COT), managed by the Parks, Recreation and Neighborhood Affairs Department (PRNA). This structure will be an extension of the existing Intergovernmental Agency agreement for the Amphitheater at Cascades furthering that model so that it will all be managed under one

umbrella. The Interlocal Agreement also outlines the relationship between Leoma County and the City of Tallahassee regarding programming for the 10 ticketed events in the Capital Cascades Stage and Concert Series at the amphitheater, which all utilize the support space.

#### Programming and Maintenance of the new Amphitheater Support Space:

Staffing, operations and on-going maintenance costs associated with managing the new Amphitheater Support Space would be provided by the City of Tallahassee (COT). The day-to-day operations and management of the new space is envisioned to be an extension and expansion of the existing Interlocal Agreement between Leon County and the City of Tallahassee regarding programming and responsibilities for the Capital Cascades Stage and Concert Series.

As provided by City of Tallahassee PRNA and referenced during discussions in May TDC and CRA meetings, the Amphitheater hosted a total of 39 musical/theatrical performances in 2016, 31 of which utilized the existing Meridian Point Building as support space. The organizations renting the available public space include FSU, FAMU, Opening Nights, Tallahassee Symphony Orchestra, Southern Shakespeare Company, Tallahassee Downtown Improvement Authority, Hola Tallahassee Festival, and numerous schools and churches. It is recognized there will be costs to the City of Tallahassee to operate, maintain, staff, provide programming, and all costs associated with booking and managing the new Amphitheater Support Space. As with all city-owned public facilities available to rent (i.e., Dorothy Oven Park), the City of Tallahassee would retain the revenues from rentals of the Amphitheater Support Space to help offset the cost of annual operation and programming.

At this time, PRNA is developing operational estimates for the new Amphitheater Support Space based on:

- The final configuration of the space
- Projecting usage by day of week and the various different space options
- Projecting room rental rates based on estimated rates at that time

#### Naming and branding of the new Amphitheater Support Space:

Naming and branding of the space will be determined jointly by the County and City, and will also include collaborative input on the interior design and decoration of the space, including artwork and/or images highlighting the destination, partners involved, etc.

#### Public Access/Use of Amphitheater Support Space:

Uses will be determined in accordance with City of Tallahassee policies, procedures, allowable uses and rates, subject to the terms and conditions of an updated agreement with Leon County. This language will mirror the existing Interlocal Agreement between Leon County and the City of Tallahassee regarding programming for the Capital Cascades Stage and Concert Series. It is important that the space and programs in the Amphitheater Support Space be managed by one entity. For the new Amphitheater Support Space, it is envisioned the public may rent the large space (Space "C" in the renderings) and/or small

space (Space "B" in the renderings) and/or add-on one or more of the smaller rooms in the small space. Public rentals of the new space are envisioned to include:

- Corporate/Non-Profit/Government Staff Retreats & Meetings (Board Meetings, Large Groups, etc.)
- Corporate Luncheons and/or Receptions
- Government Recognition Programs/Receptions (Neighborhood of the Year, Silver Stars, Volunteer of the Year, for example)
- Non-Profit Fundraising Reception, Awards Banquets, Kick-Off Events, Luncheons
- School Programs such as Athletic Banquets, Fundraising Receptions, Civic Group Receptions
- Private Rentals such as birthday parties, baby showers, family reunions, alumni reunions, wedding receptions
- Park Special Event Uses VIP Receptions, Indoor exhibits (arts/cultural, book fair, etc.), small indoor performance group, staff & volunteer operations.

#### Leon County Access for Amphitheater Support Space

It is anticipated that the County will continue to have the rights for use of the Amphitheater Support Space at no cost for up to the 10 concerts as well as the right to use the Amphitheater Support Space for up to 10 additional days per year at no cost for official County events. The County is not seeking additional concerts beyond the 10 ticked events outlined in the Interlocal Agreement, however extending the term of the existing agreement will be needed.

#### **Conclusion:**

TDC staff is seeking any additional guidance and recommendations from the TDC on the items above. It is anticipated these items will be presented for further review at the July 11, 2017 BOCC meeting and it is anticipated to be presented at the City of Tallahassee Commission meeting to be held later in July. This timeline would allow CRA staff to finalize the development agreement for approval by the CRA Board and City Commission within the 180-day due diligence period (concluding in September) as specified in the Bloxham/Firestone Annex purchase sales agreement with North American Properties. Updates on the Bloxham/Firestone Redevelopment project will be provided to the TDC as they are available.

### Leon County Board of County Commissioners

Notes for Agenda Item #22

### Leon County Board of County Commissioners

#### Agenda Item #22

October 24, 2017

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

From: Vincent S. Long, County Administrator

Title: Council on Culture & Arts Cultural Facilities Matching Grant Program

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

#### **Statement of Issue:**

This item seeks Board acceptance of the Cultural Facilities Matching Grant Program awards as recommended by the Council on Culture and Arts (COCA) and the Tourist Development Council, and approval of COCA's request to modify their agreement with the County to expand the allowable uses of the ¹/₄ cent Tourist Development Tax to include COCA's Cultural Grant and Cultural Tourism Marketing Grant programs.

#### **Fiscal Impact:**

This item has no fiscal impact to the County. Adequate funds are available in COCA's budget for the recommended capital improvement grants.

#### **Staff Recommendation:**

- Option #1: Accept COCA's Cultural Facilities Matching Grant Program awards as recommended by the TDC (Attachment #1).
- Option #2: Approve COCA's request to modify their agreement with the County to expand the utilization of the ¹/₄ cent Tourist Development Tax in a form approved by the County Attorney, to be executed by the County Administrator.

#### **Report and Discussion**

#### **Background:**

Leon County Government supports cultural arts programs and activities through a combination of general revenue and Tourist Development Taxes (TDT). After receiving the 2014 Cultural Plan Update, Leon County and the City of Tallahassee sought an opportunity to increase financial support for arts and culture in the community. In December 2014, the County and City entered an Interlocal Agreement to reallocate funding previously dedicated to the construction of a performing arts center to support the COCA in its mission to serve the community in the realm of the arts. The agreement dedicates one-cent of TDT to support the implementation of the Cultural Plan through the Cultural Grant Program (CGP) and an additional ¼ cent of TDT to support the Cultural Facilities Matching Grant Program (CFMGP). The additional ¼ cent is dedicated for five years, beginning in FY 2015, to support capital improvements including renovations, new construction, or acquisition of cultural facilities (Attachment #2). The funding from the ¼ cent is made available annually, in arrears, to proposed capital grant projects recommended by COCA and approved by the Tourist Development Council (TDC).

As a part of the contract with the County, COCA manages the CFMGP and utilizes a volunteer panel to evaluate the grant applications in accordance with the guidelines previously approved by the Board (Attachment #3). The panel is comprised of qualified construction and building professionals who evaluate the facilities-related grant proposals. The panel provides award recommendations which are reviewed and approved by the TDC to ensure compliance with the appropriate uses of the TDT.

To be an eligible grant applicant, organizations must be physically located in Leon County, be a non-profit tax exempt Florida Corporation, and provide at least three years of year-round arts or cultural programming in the County. Applicants may apply for a minimum of \$5,000 and maximum of \$100,000, but requests must be no greater than 50% of the total eligible budget costs for the project. Organizations may only submit a single application per year and those who are awarded funding will not be eligible for capital funding in the fiscal year immediately following their grant award. Matching fund requests must be at least 1:1 and may consist of the following:

- Cash on hand or liquid assets, which are required to make up at least 25% of the total match.
- Irrevocable pledges.
- In-kind contributions to consist of no more than 50% of the applicant's total match requirement.
- Prior eligible expenditures directly related to the project made within two years prior to the application date.
- A portion of the value of the land or building (up to 10%) directly used for the grant project.

This item provides an update on the grant awards from the initial CFMGP cycle and seeks Board acceptance of the recommendations for the latest CFMGP cycle. In addition, this item seeks Board approval of COCA's request to modify the agreement with the County to expand the allowable uses of these funds. This item aligns with the following FY 2017- FY 2021 Board Bold Goal approved at the January 24, 2017 meeting:

• Grow the five-year tourism economy to \$5 billion including aggressive marketing, strategic partnering, and public relations to leverage community assets related to sports tourism, cultural, historical and nature based amenities and targeted marketing to increase visitors from the region/state.

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

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

#### Analysis:

At the July 12, 2016 meeting, the Board accepted COCA's funding recommendations for the first cycle of CFMGP awards. This initial grant cycle was funded with TDT revenues collected in FY 2015 and, per the County's agreement with COCA, made available in arrears for this program. The Board approved \$249,359 generated from the ¼ cent TDT, the entirety of the collections, to be awarded to the following three projects:

- The Challenger Learning Center received \$56,875 for the construction of two additional Science, Technology, Engineering, Arts, and Mathematics (STEAM) Laboratories. Since July 2016, the additional STEAM Labs have been utilized for Camp Challenger programming and increased camp capacity by 252 students. In addition to enhanced educational programming, the STEAM Labs are utilized to host SCIturday programming on the second and fourth Saturdays of each month for family engagement and currently serve 16-24 attendees per week.
- The Goodwood Museum and Gardens received \$100,000 for the restoration and renovation of the Rough House. The funding supported the restoration of the building following the discovery of old termite damage within the building's frame and interior rehabilitation of the building as a museum restaurant. The restaurant, scheduled to be opened by the end of 2017, will increase the number of museum visitors and provide \$12,000 in additional revenue to Goodwood annually.
- LeMoyne Center for the Visual Arts received \$92,484 to support repairs to Meginnis-Munroe House. The funding supported the completion of repairs which removed the property's "Most Endangered" listing and supported plans for future expansion of operations in the Downtown Historic District to engage visitors and locals alike.

On March 13, 2017, COCA released the grant application guidelines to the public to launch the second CFMGP cycle utilizing FY 16 TDT collections. On Thursday, June 8, 2017, two qualified applications from the Tallahassee Museum and Tallahassee Community College were reviewed and scored by the panel (Attachment #1). The panel recommended to grant \$164,656 of the available \$253,989 of ¹/₄ cent collections to the following projects:

- The Tallahassee Museum is seeking \$64,656 to support the demolition of its current black bear exhibit enclosure and construct a new enclosure which will include a large water feature with pools, waterfalls, enhanced landscaping, and new educational interpretations about black bears. The exhibit improvements will have an impact on the Museum's ability to market and draw tourists to stimulate economic growth while providing locals and visitors the opportunity to experience the region's natural and cultural history.
- Tallahassee Community College is seeking \$100,000 to support technology upgrades to the Turner Auditorium. The requested funding will support upgrades to current equipment to enhance quality productions and support the college's theatre program. In addition, the upgrades will support the college's efforts to utilize the Turner Auditorium as a living classroom for students as well as a performance space for the community.

On July 12, 2017, COCA staff presented the grant program panel's recommendations to the Tourist Development Council (TDC) which unanimously supported, with one abstention, the CFMGP awards for the Tallahassee Museum and Tallahassee Community College. Following the Board's acceptance, grant recipients will enter into a contractual agreement with COCA which specifies their responsibilities including reporting requirements to COCA at six-month intervals and a final grant report. COCA must also maintain an accounting system that provides for a complete record of all the grants and matching funds. Staff recommends the Board's acceptance of the recommended CFMGP awards to the Tallahassee Museum and Tallahassee Community College for a total of \$164,656. Having only received and supported two qualified applications this grant cycle, this leaves \$89,333 remaining unspent from the FY 16 collections of the ¼ cent TDT. The remainder of this item addresses COCA's request to expand the utilization of the ¼ cent TDT and plans to modify the CFMGP guidelines for the remaining two years of this funding commitment.

#### Request to Expand Utilization of the Additional ¹/₄ Cent

As mentioned previously, the CFMGP awards are based on the County's collection of TDT funds from the previous year. The County collected \$253,989 in ¼ cent collections in FY 2016; however, the total funding requested and awarded during the respective CFMGP grant cycle was \$164,656. According to COCA, few organizations met the eligibility criteria due to statutory limitations on eligible expenses, grant matching requirements, and the inability for organizations to apply for capital funding the year after receiving a grant award. As a result, there is an \$89,333 remaining balance from the FY 2016 ¼ cent collections that has not been allocated. Staff projects that there will be a continued surplus of this dedicated revenue sources in subsequent years as overall TDT collections continue to grow combined with the limited number of organizations to identify their ongoing resource needs, COCA is seeking to utilize a portion of the ¼ cent TDT to enhance funding for its Cultural Grant Program (CGP) and Cultural Tourism Marketing Grant Program (TMGP) due to an increased demand for these operating grant programs.

The CGP is a re-granting program managed by COCA to support local arts agencies year-round efforts to create broader public access and participation in the arts to enhance the community's quality of life and local economy. The TMGP is a re-granting program managed by COCA and created following the Cultural Plan Update in 2014 to support local organizations' efforts to increase the visibility of arts and cultural organizations by marketing to potential overnight visitors. Unlike the facilities grant program, the CGP and TMGP are operating grant programs that can support the regular activities, events, and outreach efforts of a broader slate of arts organizations.

In an effort to address the growing needs of the arts and cultural community, COCA is requesting that \$90,000 of ¹/₄ cent TDT collections go to the CGP and TMGP each year over the course of FY 2018 and FY 2019. For each year, \$60,000 would be added to the CGP which supports local nonprofit organizations in providing arts and cultural programming and events in Leon County. \$30,000 would be added to the TMGP which is designed to increase awareness of local arts and cultural organizations by encouraging applicants to develop and implement marketing and promotional initiatives to attract visitors to engage in arts and cultural activities in Leon County.

Should the Board support modifying the County's agreement with COCA, staff would recommend funding this request for enhanced annual operating grants from the current fiscal year rather than carrying forward unallocated capital funds from prior fiscal years. Table #1 illustrates the proposed utilization for the ¹/₄ cent TDT dedicated to COCA in support of arts organizations over the life of this five-year funding commitment.

FY	¹ / ₄ Cent TDT Collections &	Allocation for COCA's Cultural &	Cultural Facilities Matching Grant				
<b>F</b> I	Projections	Tourism Marketing Grants	Available	Awarded	Carry Forward		
2015	\$249,359	\$0	\$249,359	\$249,359	\$0		
2016	\$253,989	\$0	\$253,359	\$164,656 ¹	\$89,333		
2017	\$269,750	\$0	\$269,750	N/A	\$269,750		
2018	\$263,800	\$90,000 ¹	\$532,883 ²	TBD	TBD		
2019	\$265,000	\$90,000 ¹	\$175,000 ¹	TBD ³	TBD ³		
Total	\$1,301,898	\$180,000	\$1,121,898	N/A	N/A		

 Table #1: Proposed Utilization of ¼ Cent Tourist Development Tax Dedicated to COCA

1. Pending Board approval of the recommended actions in this agenda item.

2. The \$532,883 includes prior year carry forwards and the projected FY2018 allocation of \$173,800 (\$263,800 - \$90,000) for the Cultural Facilities Matching Grant.

3. In accordance with the interlocal agreement and original five-year funding commitment, funds not expended by October 2020 must be returned to the County.

COCA plans to combine the FY 2017 collections with the unallocated \$89,333 from FY 2016 and the CFMGP funds projected for FY 2018 (\$173,800) for one large CFMGP grant cycle scheduled to open in spring 2018 totaling \$532,883. These funds would be available to all eligible organizations as COCA plans to waive its prohibition against consecutive year grant awards for this program. However, this will be the final grant cycle for which COCA enforces the \$100,000 request ceiling. Recommended grant awards will be considered by the TDC and presented to the Board for consideration shortly after October 1, 2018, the start of the next fiscal year.

The continuance of the \$100,000 funding request limit for the next CFMGP grant cycle and the availability of funds for all eligible organizations regardless of prior year funding is intended to provide arts organizations with every opportunity to leverage these funds while they are available through COCA. Staff and COCA both anticipate that the funding requests for the next cycle will be much less than the available \$532,883. In turn, the balance of said funds would be carried forward and combined with the FY 2019 collections for one final grant cycle. The final CFMGP would not impose a funding request limit so that the available funds can be utilized for their originally intended purpose of supporting the capital improvement needs of arts organizations as prioritized in the Cultural Plan.

#### **Options:**

- 1. Accept COCA's Cultural Facilities Matching Grant Program awards as recommended by the TDC (Attachment #1).
- 2. Approve COCA's request to modify their agreement with the County to expand the utilization of the ¹/₄ cent Tourist Development Tax in a form approved by the County Attorney, to be executed by the County Administrator.
- 3. Board direction.

#### **Recommendation:**

Options #1 and #2.

#### Attachments:

- 1. COCA's FY17 Cultural Facilities Matching Grant Program Panel Score Sheet and Applications
- 2. Leon County and the Council on Culture and Art's First Amended and Restated Grant Funding Agreement
- 3. Cultural Facilities Matching Grant Guidelines

#### FY17 CF Funding Worksheet.xlsx - FY17 Data

	FY 17 Cultural Fa	cilities Matching	g Gran	t Program														
Number	Organization	Project Name	Request Amount	Bron cool Summany	Lisa Belcher	Wayne Mayo	Matt McHaffie	Ryan Sheplak	Kenneth Taite	High Score	Low Score	Total Qual. (minus high & Iow)	Total Panel Score (Excluding high and low score)	Average Panel Score (excludin g highest and lowest)	ł	Bonus points based on years of service		Total Weighted Score
	Tallahassee Museum of History and Natural Science	Bear Enclosure Renovation		demolition of current black bear exhibit enclosure, construct a new enclosure, add a new water feature with pools, waterfall and lanscaping, and install new educational interpration about black bears.	84.0	100.0	100.0	96.0	91.0	100.0	84.0	287.0	287.00	95.67	+	5	=	100.67
CF2017-02	Tallahassee Community College	Turner Auditorium Equipment Upgrade		to fund a major equipment upgrade for lighting, sound, projection system, and stage equipment.	86.0	79.0	95.0	92.0	91.0	95.0	79.0	269.0	269.00	89.67	+	5	=	94.67
			\$164,656															

# CULTURAL FACILITIES MATCHING GRANT APPLICATION

# **FY17**



## **Administered on behalf of Leon County Government**



#### **Statement of Certification and Compliance**

I hereby attest to all the information in this application being factual, including all attachments and supporting materials. I attest that my organization meets the eligibility criteria and will abide by all legal, financial, and reporting requirements, such as interim and final reports, for all grants received from COCA on behalf of the City of Tallahassee and/or Leon County.

By applying for a COCA Cultural Facilities Matching Grant, my organization consents to the examination and audit of our financial records by Leon County and/or COCA. My organization understands and agrees the payment schedule for grant awards.

To the best of my knowledge, I certify that my organization's facilities are accessible to persons with disabilities as required by all applicable sections of the Americans with Disabilities Act.

False Statements shall be punishable in accordance with the applicable provisions of Florida Statute 837.

#### Signature of Presiding Officer

(or agency head, Division Director, Department Chair or University supervising official)

(please sign original in blue ink)

Printed Name: Russell S. Daws Title : President/CEO Date: April 27, 2017

Grant application prepared by: Russell S. Daws Title: President/CEO

#### **Application Details**

Name of Government Entity or Nonprofit Organization

Tallahassee Museum of History	and Natural Science, Inc. (DBA Ta	allahassee Museum)
Address		
3945 Museum Drive		
City, State Zip Code		
Tallahassee, FL 32310		
Project Contact Person	Title/Position	
Russell Daws	President/CEO	
Phone Number	Fax Number	Email Address
850-576-2531	850-574-8243	rdaws@tallahasseemuseum.org
Facility Eligibility Applicant facility is (please check one Applicant facility is (please check one) An auditorium that is owned	): I and operated by a government e	ntity
An auditorium that is owned operation as an auditorium open to t		ased to a not-for-profit organization for
An auditorium that is subleas as an auditorium open to the public	sed from a government entity to a	not-for profit organization for operation
A museum that is owned and	l operated by a government entity	
A museum that is owned and	l operated by a not-for-profit orga	nization and open to the public
A museum that is owned by a pperation as a museum open to the p		to a not-for-profit organization for
Organization Incorporation Date:		
1957		
Number of years of continuous opera	tion service to Leon County:	

60 years

Federal ID #	Attachment #1 Page 5 of 46
59-0838924	, , , , , , , , , , , , , , , , , , ,
Project Title	
Bear Enclosure Renovation	
Location of Project (Must be in Leon County)	
Tallahassee Museum, 3945 Museum Drive, Tallahassee, 32310	
Project Purpose (Check One):	
Acquisitions New Constructions Renovation X Equipping	
Description of Project (5,000 maximum characters)	

The Museum is seeking a Cultural Facilities Grant to fund the demolition of its current black bear exhibit enclosure, construct a new enclosure, add a new large water feature with pools, waterfall and landscaping and install new educational interpretation about black bears. The new enclosure will be of similar size and in the same location. The new water feature and landscaping for the black bears will be constructed within the new enclosure and new educational content and interpretive panels will be installed along the black bear exhibit boardwalk (see projet map in support materials). The trimming and removal of branches, dead limbs and trees will also be required to accommodate the construction of the new enclosure and water feature.

More specifically, the existing bear enclosures eight foot tall, 8 gauge galvanize fencing, associated electrical hot wires, 4X4 wooden fence poles and acess gates will be demolished and removed in phases to accommodate the need to properly secure the Museum's two black bears during construction. As demolition phases proceed, 565 feet of new 12 foot, 9 gauge core, galvanized black vinyl coated fencing with a 45 degree, 4 foot overhang will be installed along with new electrical hot wires. All metal posts (center, top, top overhang and rail) associated with the new fence, fence overhangs and gates will be schedule 40 galvanized black vinyl coated with all vertical posts set in concrete footers. The entire fence line will also have two feet of the 12 foot fencing buried in the ground to serve as dig barrier (see fence profile design in support materials).

The Museum has already ordered and paid for all the fencing materials required for this project and the costs of these materials (\$38,569) are serving as a portion of the Museum's match component for this grant request (see documentation in attachments).

The construction of the water feature and associated landscaping for the bears is designed to improve the aesthetics of the new black bear exhibit as well as to provide a behavioral enrichment for the bearss. The water feature will incorporate an area of approximately 20 foot X 20 foot with two pools with the waterfall, water recirculating pumps and filters, landscape rocks and native plantings designed and selected to maintain and blend into the bear exhibit's natural setting. All elements of the water feature have been selected to be bear proof and safe. The new water feature will also ensure that the bears always have access to water regardless of Lake Bradford water levels (see water feature concept drawings in support materials). Bid Requests for qualified contractors for fence removal and installation, tree trimming and removal, and the design and installation of the water feature have been sought and reviewed. G&S Fence, Deck and Hardscapes of Tallahassee, Native Nurseries and Armstrong Tree Service have been selected based upon their proposed costs and project schedules, respective areas of expertise and experience. The Museum has also ensured that all the contractors have the grant required insurance coverages and have received documentations from each contractor. Since there is not a lead contractor for the project, the Tallahassee Museum staff will oversee the work, schedules and ccordination of all three contractors. Their proposed contracts will be signed if our grant request is funded.

Finally, as required by the Florida Fish and WildlifeConservation Commission, our project plans and construction materials have been reviewed and approved by the Commission.

The research, design, and fabribation of the new interpretive content and exhibit panels and their costs (\$1,359) have already been completed within the past year. The costs for the development and fabrication of the new interpretation panels are also a component of this project's matching dollars. During the grant period, Museum staff will install the panels at the new black bear enclosure.

The assessment and identification of branches, dead limbs and tree removal has already been completed by the Museum's arborist, Bill Armstrong of Armstrong Tree Service. During the grant period, Armstrong Tree Service will remove the identified branches, dead limbs and small trees.

Project Start Date: C	October 1, 2017
Project End Date: No	o later than March 1, 2018
Amount Requested:	\$64,656.00
Total Project Budget:	\$135,778.00

Historical Significance (If applicable)

A. Age of the Building

Current bear exhibit was built in 1974

B. Is the building subject to historical preservation requirements?

	YES

#### Ownership/Lease

A. Who owns the building?

Tallahassee Museum

B. Who owns the land?

Tallahassee Museum

C. If building is leased to applicant, what is the remaining length of the lease (From the time of application due date?

N/A

#### A. Concept

Q1) Need (8,000 Maximum characters) (20 points)

Why is the project important *to your community* and what are the consequences of not doing it, or the opportunities for advancement by completing the project. Please be sure your response is project specific and that needs have been shown. Supporting photos, tables, studies, statistics, and documents may be uploaded as an attachment under "Support Materials".

Built and opened to the public in 1974, the Tallahassee Museum's black bear exhibit has been one of the Museum's most popular animal displays, providing visitors with an up-close opportunity to see the natural behaviors and learn about one of our region's largest mammals. When the exhibit initially opened, it was also one of the first large natural habitat displays of black bears in the country and is still today, one of the most striking with its lakeshore location and large wooded enclosure (24,000 square feet). During the exhibit's 43 year history, the Museum has been the home of four female and three male black bears which, from a longevity perspective, also speaks well to the behavioral and physical amenities the exhibit has provided to the bears.

Today, the future of this important and popular living exhibit is at risk of being closed due to new Florida Fish and Wildlife Commission (FWC) regulations, which for state-wide safety considerations, are now requiring all opened top bear exhibits to have 10 foot tall fencing (two additional feet buried in the ground) with four foot overhangs at 45 degrees. Our current bear exhibit only has eight foot high fencing with no overhangs and only hot wire (electric) protection. Failure to follow these regulations will result in the Museum no longer being able to hold and display bears.

The Museum has both a professional and leadership commitment to meet and exceed required regulations and views the continued safety and security of the Museum's visitors and bears as paramount and a sacred trust that cannot be jeopardized. The Museum simply has no other choice than to pursue this project, to do otherwise would result in a failure to meet the new FWC requirements, place our visitors and bears at potential risk and erode the professional and leadership standing we have within our community and profession. The Museum would have to close the exhibit and no longer display black bears. Not only would this be a serious loss in terms of education and entertainment but also result in a decrease of Museum visitors and revenues.

While the Museum has maintained and made improvements to the bear exhibit throughout its history, the existing fence, wooden poles and gates are reaching the end of their life expectancy. Additionally, the current enclosure and interpretation looks dated and aesthetically in need of improvement.

This proposed project will enhance the overall visitor impression of the exhibit and ensure the interpretive content is more relevant to our current audiences than it was to audiences over thirty years ago when our cultural perceptions, values and scientific knowledge of Florida's bear population were much different.

In addition to the educational value the bear exhibit provides, the Museum's exhibit and its bears have made valuable contributions to a variety of documentary filmmakers in the production of nature films and bear documentaries, for local wildlife and landscape artists and photographers as well as the Florida Fish and Wildlife Commission who have relied upon our bears to test bear-proof garbage can designs. The enhanced aesthetics of the proposed project will greatly enhance the value of the bear exhibit for filmakers, artists and photographers.

#### A. Concept Q1) Need (continued) (8000 maximum characters) (20 points)

Furthermore, the Museum feels an obligation to contribute to our community's economic, educational and cultural growth and recognition. While the Museum's historic contributions to our community's educational and cultural achievements have been well documented, the Museum's economic contributions are now only being recognized as a result of its growing budget and expenditures in the community, its growing audience, especially in terms of tourism, and their spending at the Museum as well as in the community and the jobs it provides to over 100 staff. A 2015 economic impact study conducted by Downs & St. Germain demonstrated that Tallahassee Museum visitors directly spent 7.5 million dollars in our community and that the Museum had a total economic impact of 11.7 million dollars.

The loss of the Museum's black bear exhibit would have an impact on the Museum's ability to market and draw tourists and be counter to the Museum's commitment to our community's economic growth, enriching people's lives and building a better community.

In conclusion, failure to undertake the proposed project could potentially and seriously undermine and derail the Museum's hard work and successful efforts towards its overall goals and future vision. The proposed project will also enhance the Museum's ability to effectively attract and serve even greater numbers of visitors.

#### Q1) Need (continued) (8000 maximum characters)

(20 points)

#### A. Concept

Q2) Vision (8,000 Maximum characters) (15 Points)

### What is the Vision? Why is the project important *to your mission*, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

If funded, this would be the only exhibit of its kind in the southeast, if not the nation, featuring a native landscape with a water features composed of artistic limestone, waterfall, pools and native plants as the central focal point. With the existing boardwalk and bench seating overlooking the exhibit, this will serve as a primary stopping point for guests, offering a place for observation and reflection. Additionally, this artistic exhibit serves as an innovative and aesthetically inspiring habitat for one of our region's largest mammals, reinforcing the connection between people and the natural environment.

The Museum's mission is to promote knowledge and understanding of the Big Bend's cultural history and natural environment, inspiring people to enrich their lives and build a better community. This mission requires the Museum to provide an environment where the region's natural and cultural history can be learned and explored disseminate knowledge about our natural and cultural history and North Florida's relationship to the rest of the world and, maintain a museum where the visitor will experience a sense of wonder and discovery about our region's natural and cultural history. These goals cannot be achieved if the Museum is not operating in a sustainable, professional, relevant and credible manner.

The proposed black bear project is an important component that greatly contributes to the achievement of the Museum's mission and, with its proposed new interpretation, updates the black bear's role, status and value as part of our natural environment and as an animal that has played and is playing a major role in our region's history and culture. The completed project will better contribute to our visitor's sense of wonder through its improved appearance and new landscaping and its interpretation will make our region's bear population and their challenges more relevant to our growing urban audiences.

Furthermore, the proposed project is innovative and creatively connects people with the natural environment. zoos, science centers, and museums with captive wildlife are challenged with creating a connection between visitors and the wildlife within their collections. Many organizations are leaning toward artistic interpretations combined with natural settings within enclosures to help enforce those connections. This project will connect our visitors with their natural environment through a sense of discovery and wonder.

If this project is not funded, it puts the ability of the Museum to hold, display and interpret living black bears at great risk. If the Museum does not comply with FWC regulations the Museum would have to find new homes for its black bears and close the exhibit. This would be a serious loss in terms of education and entertainment to our community, result in a decrease of Museum visitors and revenues and erode the economic impact the Museum provides to our community.

(15 points)

# A. Concept

# Q3) Inspire Excellence (7,000 maximum characters) (5 Points)

# What has inspired excellence, beyond bricks and mortar? How will the project further enableor enhance the artistic or cultural excellence of your program? You may include testimonials of patrons or experts.

What happens at the Tallahassee Museum can best be expressed through its vision statement where the Museum strives to have its visitors leave with a lasting impression that they themselves are part of our region's natural and cultural history that we convey our local heritage in a manner leading visitors to understand that events which occur in their present and future have been shaped by those of the past that we present information in a context of life experiences to which visitors can relate, such as family, work, community, and sense of place and, that the Museum will be a gathering place for the community to celebrate its heritage.

An underlying and critically important element to the Museum's vision statement is our commitment to be a museum where the visitor will experience a sense of wonder and discovery about our region's natural and cultural history. The Museum is about providing our visitors with experiences from which they make discoveries, learn, remember and share.

The Museum's black bear exhibit provides our visitors with an unforgettable learning experience in a beautiful landscape where they learn about our natural world. The bear's physical presence, active behaviors and interactions within their natural habitat help visitors appreciate the value of being outdoors connect with nature, promote conservation efforts as a way to improve their overall community and quality of life, be physically active and, form memories they will share for the rest of their lives

The uniqueness of the Tallahassee Museum includes our attention to conservation and the arts. Our exhibits and education programs promote an understanding of the interrelatedness of all living and sometimes non-living things within an environment.

Artistic interpretations enforce human connections with wildlife and offer a sense of place. Classes such as plein-aire, drawing, charcoal sketching are often offered on the boardwalk overlooking the bear exhibit. This innovative exhibit will strengthen the impact of an appreciation for the arts and nature on the 140,000 annual visitors of the Tallahassee Museum.

As a museum that focuses on history and natural science, addressing the project's artistic excellence requires a response that might be far different from what a visual art or performing arts organization might offer. Yet, at the core of artistic excellence are issues of creativity and its pursuit, technical and structural achievement, quality, worthiness and even personal taste.

As an example of how exhibits like the Museum's proposed bear exhibit have and can enhance artistic and excellence is the following April 18th testimonial from artist, Mark J. Fletcher,

"Thanks for the opportunity to express our appreciation of the Tallahassee Museum. Much of my art is inspired by the Tallahassee Museum, especially the wildlife exhibits. Recently I had a solo exhibit of 43 artworks at the Jefferson Arts Gallery in Monticello—the majority of my artwork since Sept 2016. The bulk of my art relied heavily on "live models" (plants and animals) in the Tallahassee Museum wildlife exhibits. Besides, my own drawings and paintings, artist Sara Chang creates digital collages from my plein-aire sketches.

The Tallahassee Museum is an unparalleled location for observing wildlife, particularly endangered and threatened species at close range in a decent, natural, habitat. The Tallahassee Museum staff and volunteers

# A. Concept Q3) Inspire Excellence (continued) (7000 maximum characters) (5 points)

have been most helpful in enriching my understanding of native and visiting species. Their insight and often humorous anecdotes provide memorable, deeper inspiration for my artistic endeavors."

The proposed project enhances the Tallahassee Museum's artistic excellence. It demonstrates a level of creativity in a natural habitat display within the confines of a museum

The fact that the Tallahassee Museum is also drawing upon artistic vision and design to incorporate a oneof-a-kind water feature with landscaping, rock formations, waterfall and pool requires a significant level of structural achievement and quality. When completed, this water feature will add an aesthetic element that engages our audiences.

In conclusion, the Tallahassee Museum is an unparalleled location for observing wildlife and enriching peoples undstanding of wildlife but it is also a place of inspiration, discovery and wonder. It is a place to connect with nature, learn and be motivated to improve our overall community and quality of life.

Q4) Process/Design & Planning (9,000 maximum characters) (15 Points) Include:

- Process/Design Planning project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- A timeline of project milestones; include start and end date and key points in between.

# Process/Design Planning - project scope

The proposed project is rather simple and straightforward from a design planning perspective. The design and planning for the project has been completed prior to application by Museum staff in conjunction with the three selected contractors. This prior planning and design ensured that bid prices, project costs, schedules, and contractor coordination needs were well established and understood by all parties. This also ensured that the project, if funded, is ready to start as soon as possible (in mid-October) after all approvals and contracts were given and signed.

There are essentially four components to the project: demolition of the old fencing and posts; installation of new fencing, overhang, gates, metal top rails and vertical posts with concrete footers and electrical hotwire; installation of the new water feature, landscaping and supporting equipment; and, removal of limbs, small brush and trees to accommodate the new taller fencing and water feature.

Due to the presence of the two black bears currently within the existing enclosure, a new and smaller temporary enclosure will need to be built to safely contain the bears while demolition and installation of the fencing, water feature/landscaping and tree/brush removal occur. Prior to the temporary enclosure being built, the tree/brushwork will take place.

The demolition of the old fence and installation of the new fencing component of the project will take place in the following seven phases and associated time schedule:

- 1. Removal and reinstallation of the 160 foot western fenceline and cutting in a temporary gate large enough to allow equipment access 10 days
- 2. Installing temporary 8 foot tall bear cage 6 days
- 3 Removal and reinstallation of fencing at the bear den area inside the of the temporary fence 6 days
- 4 Removal and reinstallation of the 280 feet of northern and eastern fenceline 20 days
- 5. Removal and reinstallation of the 125 foot fenceline along the boardwalk -30 days
- 6. Inspection period for FWC approval 1 day
- 7. Removal of temporary bear enclosure 1 day

The above phases and associated schedules are based upon working days. Phase five is the toughest phase and consists of replacing the fence along the boardwalk which is subject to current lake water levels and may, as a result, occur at a separate time from the other previous 5 phases.

Once the bear enclosure and water feature is completed, FWC will inspect the project to ensure it has been built according to plans and meets their regulations. In the event, there are issues identified by FWC, those issues will be resolved by the appropriate contractor(s) and a reinspection requested.

# Q4) Process/Design & Planning (continued) (9000 maximum characters) (15 points)

Simultaneously while the fence work is being undertaken, the installation work on the water feature will begin with the excavation of soil to establish the water basin, pooring of concrete for the pool as well as installation of the necessary waterlines, power, pipes and pumps for the waterfall and water filtration and recirculation. Once this is complete, the final rock formations (gunite) will be formed and plant landscaping completed. The water feature work and landscaping is expected to take 60 working days

# • How have you addressed environmental features and sustainability?

The bear enclosure project is replacing an existing bear enclosure system, installing a recirculating water feature and native landscaping and adding new interpretive panels and has no new impacts on environmental features and maintains the current levels of sustainability.

# • Necessary components from consultants

The staff at G&S Fence, Deck and Hardscapes, Native Nurseries and Armstrong Tree Service has provided the Museum with the scope of work, approximate time lines and cost estimates.

# • Estimates

The estimate of \$46,016 was provided by G&S Fence, Deck and Hardscapes and based upon meetings with Museum staff and site visits as was the \$31,969 estimate from Native Nursery and \$7,250 estimate from Armstrong Tree Service.

# Programmatic square footage

The proposed project incorporates an area of approximate .55 acres or 24,000 square feet. Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.

The project team will be led by Mr. Mike Jones, the Museum's Curator of Animals who is responsible for the curatorial and operational oversight responsibilities for the Museum's living wildlife collection. Mr. Jones has over 40 years of experience in zoo management including animal husbandry and care, zoo enclosure design and construction, and regulatory compliance. Mr. Jones has designed and led the construction of eight of the Museum's current wild animal enclosures. Mr. Jones will coordinate, direct and oversee the work of the three contractors: 1) G&S Fence, Deck and Hardscapes; 2) Native Nurseries represented by Mr. Brian Bryson, Pond Designer; and 3) Armstrong Tree Service .

G&S is responsible for the demolition of the Museum's existing black bear enclosure and the design and installation of the new enclosure and fencing. Mr. Travis Johnson, owner, has 22 years of experience in the fencing business as well as additional experience as an associate engineer. Mr. Johnson established and has operated his company since 2007. His fencing projects have included a multitude of commercial, residential and military projects including the construction of all of the HAZMAT site fences for Camp Lejuene and surrounding bases. Mr. Johnson has previously provided excellent work on the Museum's Florida Panther enclosure.

Native Nurseries will be responsible for the construction of the new waterfeature and landscaping within the enclosure. Opened in 1980, Native Nurseries is known for their sale of native plants and their landscape designs utilizing native plants. The use of water features withinin their landscape plans has also been one of their distinguishing traits. Mr. Bryson has been designing and installing water features for Native Nurseries for 25 years. His natural designs highlight the sound and movement of water in the landscape, as well as provide water for birds and a habitat for frogs, fish and invertebrates.

His design skills and technical knowledge of rock formations, pond liners, pumps and filtration systems make him well suited to this project. Furthermore, Native Nurseries has long maintained a close relationship with the Tallahassee Museum and has successfully carried out multiple landscaping projects at the Museum.

Armstrong Tree Service is providing a very limited consultation and tree service role in the proposed project. Mr. Armstrong has consulted with the Museum, G&S, and Native Nurseries to select which branches, limbs and trees need to be removed and then provide the equipment (cranes, chippers) and tree services to remove the selected branches, limbs and trees. Mr. Bill Armstrong, a certified arborist, has owned and operated the business for over 26 years. Mr. Armstrong serves as the Museum's arborist and has also provided numerous services to the Museum ranging from tree removal and trimming to tree care and consultation on the Museum's trees for the Tree To Tree Adventure courses. Additional Museum staff members on the project team include:

Ms Suzie Buzzo, Assistant Curator at the Museum oversees, tracks and manages the Animal Department's operational activities and projects. Her daily responsibilities include assisting in planning, scheduling, and implementing construction, repair and maintenance of animal exhibits and assisting the animal curator in budget preparation and monitoring. Ms Buzzo will be assisting Mr. Jones.

Mike Sullivan, Facilities Manager, has 30 years of experience in museum facilities, 2 years labor foreman/carpenter, and 4 years lead carpenter. He served as foreman on numerous Museum building and boardwalk projects and has provided support services on numerous exhibit and historic restoration projects. Mr. Sullivan will serve as the "clerk in the works" to ensure project set-up, demolition, and installation activities are done appropriately and have the least impact on the rest of the Museum and its visitors including safety and security issues.

Russell Daws, President/CEO, has over 41 years of museum administration experience including extensive project management and grant compliance experience. Mr. Daws will work directly with Mr. Jones to ensure overall project implementation meets Museum expectations, contractual agreements, scheduling and costs and that final operating inspections and permits are obtained. Rebekka Wade, Vice President/COO, has 12 years of experience in finance, accounting, human resources and management. Ms Wade will ensure COCA grant requirements for the project are met, ensure project funding, payments, insurance coverage and reports are submitted on schedule. Amber O'Connell, Director of Marketing and Membership has 9 years of marketing, public relations and development experience. Ms O'Connell will ensure COCA grant requirements regarding funding recognition are met and that Museum constituents are made aware of the project, its benefits and sources of funding.

Project milestones include COCA grant award and contract completion; signing of contracts with the three contractors and initial project payments; project initiation; staging of materials; establishing equipment egress points; removal of trees and brush; establishment of temporary bear enclosure; phased removal of existing fence lines and installation of new fencing; digging of water feature pool and installation of concrete; water pumping equipment and infrastructure; training of Museum Facilities and Animal Department staff in the proper operation and maintenance of the water feature and landscape; site clean-up; final FWC inspections; removal of temporary bear enclosures; installation of new bear interpretation; and, release bears in new enclosure.

#### Q5) Quality (5,000 maximum characters) (15 Points)

# Describe how the design, materials, longevity, and installation of your proposed project will contribute to your organization's goals and impact.

The design and selection of the project and materials were primarily chosen based upon standards and regulations established by the Florida Fish and Wildlife Commission, US Department of Agriculture, professional zoo standards and experience gathered by the Museum with 43 years of successfully displaying and caring for black bears.

The selection of the three contractors, while partially based upon their bids, were also selected based upon the Museum's prior experience in working with them on prior wildlife enclosures and projects and their abilities, quality of work and sensitivity to the unique challenges of working around wildlife.

More specifically, the fencing materials were chosen to meet state and federal regulations but also for their longevity, structural integrity, virtual maintenance free characteristics, ease and cost of repair, if needed, and aesthetic ability to disappear into the landscape. All fencing material is a black vinyl coated 9 gauge core, fused and bonded galvanized wire. This commercial grade, chain link fencing material should not experience any type of rust or corrosion for at least 10 to 15 years. As mentioned previously, the current bear fence has been in use for over 43 years and is still secure.

All fence posts and rails are black vinyl coated, galvanized schedule 40 pipe which is rated to withstand no less than 140 psi and to conform to the most common ASTM specifications. The longevity of these posts and rails are far greater than the wooden posts they are replacing and should provide well over 20 years of service. The posts will also be encased in concrete footers (current wooden posts were set only in the soil) which will form a permanent bond with the concrete and will not become loose in the ground like the older wood posts thus lasting longer and being more secure.

The materials utilized in the water feature have also been selected for longevity and include primarily concrete (gunite), PVC piping, commercial grade materials and water pumps and their assemblies. While most of the construction materials are long-lived, the water pumps and filtration systems will require more frequent maintenance than the fencing materials. The water pumps and their assembly will probably need to be replaced between 10 to 15 years.

The Museum's goal is to present its captive wildlife in exhibits that: 1) ensure the physical and behavioral health and security of its wildlife; 2) most effectively present the animals to the public in their natural habitats to maximize their visibility, aesthetic impact and educational content; 3) are cost efficient in terms of on-going maintenance, staff time and material's durability and, 4) meet and/or exceed all federal and state captive wildlife regulations.

Failure to achieve any of these goals not only lessens the educational impact of the wildlife display for our public but also jeopardizes the Museum's professional reputation, ability to continue to house bears, and places the Museum's financial stability at risk.

# Q5) Quality (continued) (5,000 maximum characters)

(15 points)

**Q6) Operational Readiness (**4,500 maximum characters) (10 Points)

# Address the project plans & preparation that is complete/confirmed, give specifics on the required attachments below, or add what is relevant to your project, to demonstrate the project readiness.

The proposed project is at the highest level of operational readiness possible. Principals from G&S Fencing, Deck and Hardscape, Native Nurseries and Armstrong Tree Service have visited the Museum and met with the Animal Department Curator and Assistant Curator as part of an initial consultation visit, inspected and assessed the needs of our project, taken all necessary measurements, established their designs/drawings, specified all necessary materials needed to complete the proposed project, calculated schedules, coordination needs and project duration, crew size and equipment needs.

As a result, total project costs are known, time lines established, contracts between the three contractors and the Tallahassee Museum have been developed, reviewed, negotiated and parties are in agreement with all of the terms and are ready to sign their acceptance if and when grant funds are awarded.

Furthermore, all fencing materials have been ordered and paid for by the Museum as part of its matching funds.

Once grant funds are awarded and the contract is signed, a firm project initiation date will be established and agreed upon by the three contractors and the Museum. As mentioned earlier, project initiation is proposed to be in mid-October.

Furthermore, the Tallahassee Museum staff has all their operational plans in place and are ready to implement upon the grant award including the balance of the required matching funds in applicant cash. In addition to the required matching funds, the Museum has also set aside an additional 5% of the project costs in cash for contingency purposes if needed.

Q6) Operational Readiness (Continued) (10 points)

**Required Attachments** – *Upload each of the required documents in separate folder marked "Attachments":* 

- Minutes from the organization's board meeting *authorizing the project for which applicant is applying.*
- **X** Board of Directors, including officers
- **Project Team, including key staff** *involved with project*
- **x** Form A, Five (5)-year Operating Forecast
- **X** Form B, Project Readiness Checklist

Q7) Financial Readiness -- Forms & Financial Position (15 Points)

Please include in attached folder labeled "Attachments":

- Form C: Certification from Professionals Architect, Engineer and Contractor IF no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)
- Form D: Project Budget Summary (for proposed project/phase) Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)
- Form E: Matching Funds & Matching Funds documentation \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload) match (statement of value and service to be provided)
- **Audit and Form 990 -** from most recently completed fiscal year
- Financial Statements- Current year-to-date (if audit is more than 1 year old) -both Balance Sheet and Statement of Income & Expenses from same reporting date.

• NOTE: A report will be provided to panel that confirms match & backup documentation

Q8) Care & Stewardship (3,000 maximum characters) (5 Points)

Please include a Care and Maintenance plan, your resources dedicated to maximizing the useful life, and the ability for the project to last into the future

If funded, the proposed project will fall under the Animal Department budget which annually has over \$20,000 budgeted for repairs, maintenance, and support costs. This budget allocation has proven to be sufficient for their annual needs. The Animal Department inspects its wildlife enclosures and cages on a daily basis and they perform simple maintenance needs as needed. If or when large or more complex repairs are needed, these repairs are done by the Museum's Facilities staff or outside companies.

Overall, the Museum budgets for repairs, maintenance and capital expenditures in its annual budgeting process. During this process, department heads submit their department's annual budget request, which includes their repairs, maintenance, new equipment and construction needs. New equipment and construction costs over \$500 are included in the Museum's annual capital improvements budget. Repairs and maintenance costs then become part of their department's annual operating costs. Furthermore, the Museum maintains a healthy cash reserve for emergency and unexpected operational needs.

The Museum's animal enclosures and operations are also permitted and regularly inspected by the Florida Fish and Wildlife Commission and the U.S. Department of Agriculture for safety, caging requirements, wildlife care, upkeep, and permitting. If any repairs or maintenance needs are found during these inspections, they are promptly addressed by the Museum to keep our permits in place and continue to house and display wildlife.

As previously mentioned, the Museum has had a long history of successfully housing, caring for and displaying bears and the Museum is fully committed to displaying bears many years into the future. The proposed project design and materials selected were driven by decisions intended to meet regulations, reduce short-term and long-term maintenance and repair needs, and invest sufficient resources to ensure the enclosure, water feature and interpretive display would last well into the next 25 to 30 years.

**Q8)** Care & Stewardship Required Attachments– Upload each of the required documents in separate folder marked "Attachments":

- X Long-range or strategic plan (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)
- X **Proof of Ownership, Lease and/or sublease** with remaining term from date of application, includes all addendums. (1,000 maximum characters +3MB upload)
- Support Materials (photos, tables, studies, statistics, and documents) (Optional):3MB upload

# CULTURAL FACILITIES MATCHING GRANT APPLICATION

# **FY17**



# **Administered on behalf of Leon County Government**



# **Statement of Certification and Compliance**

I hereby attest to all the information in this application being factual, including all attachments and supporting materials. I attest that my organization meets the eligibility criteria and will abide by all legal, financial, and reporting requirements, such as interim and final reports, for all grants received from COCA on behalf of the City of Tallahassee and/or Leon County.

By applying for a COCA Cultural Facilities Matching Grant, my organization consents to the examination and audit of our financial records by Leon County and/or COCA. My organization understands and agrees the payment schedule for grant awards.

To the best of my knowledge, I certify that my organization's facilities are accessible to persons with disabilities as required by all applicable sections of the Americans with Disabilities Act.

False Statements shall be punishable in accordance with the applicable provisions of Florida Statute 837.

# Signature of Presiding Officer

(or agency head, Division Director, Department Chair or University supervising official)

(please sign original in blue ink) Printed Name: Heather R Mitchell, Title : Executive Director of the TCC Foundation Date: 4/27/17

Grant application prepared by: Steven Solomon Title: Director of Grants and Special Projects

#### **Application Details**

Name of Government Entity or Nonprofit Organization

### **Tallahassee Community College Foundation**

Address 444 Appleyard Drive, Tallahassee, FL 32304

Project Contact Person	Title/Position	
Ken Frederickson	<b>Technical Director</b>	
Phone Number	Fax Number	Email Address
850 201-8072	850 201-8572	FREDRICK@tcc.fl.edu

Has this organization provided at least 3 years of year-round cultural programming in Leon County?

Yes	x	No

#### Facility Eligibility

Applicant facility is (please check one):

X An auditorium that is owned and operated by a government entity

Organization Incorporation Date:

1983

Number of years of continuous operation service to Leon County:

# 34 years of continuous service

Federal ID #

59-2091480

**Project Title** 

Tallahassee Community College Turner Auditorium Equipment Upgrade Grant

Location of Project (Must be in Leon County)

# Leon County Tallahassee Community College, 444 Appleyard Drive

Project Purpose (Check One):

### Equipment

#### Description of Project:

The 490 seat Turner Auditorium, at the main campus of Tallahassee Community College (TCC), is one of the most important performance spaces in our community because of size and access, and it is in desperate need of a technology upgrade and facelift. With some pieces of technical equipment 20 years old, and parts no longer available, the lack of new technology is beginning to serious impact the functionality of this space and its ability to exist and sustain itself moving forward. Turner Auditorium serves a tremendous purpose and is a necessity in our community. It is hard to imagine the consequences were Turner Auditorium not be able to function any longer.

To survive, grow the theatre program, continue being a community resource, and approach current industry standards, we need to improve the outdated technology in the Turner Auditorium. This prehistoric equipment does not train our students adequately for transfer opportunities and/or future employment; nor does it provide a passable audience experience for our students, faculty, staff and community members. Compared to other high school, college and university facilities, we are greatly lacking in technology.

We are proposing a major equipment upgrade for our lighting, sound, projection system, and stage equipment. The areas for upgrade have been in the planning stage for many years now while we have been looking for funding. Most upgrades involve plug and play equipment, so no major remodeling is needed for these items. Our projected cost is \$200,000, with half of that coming from that Tallahassee Community College Foundation.

This upgrade will bring us up to speed with the current technology and ensure our future existence as a viable community space. In addition, it will allow us to provide the necessary education to our students, who will now be able to receive the proper technical training. With this equipment upgrade we will be able to continue offering the superior level of service the community and our students have come to expect and demand for the foreseeable future. What this space provides our greater community is immeasurable. This is truly a community space that is shared and loved by everyone, more importantly it is a tremendous community resource that deserves to be protected, enhanced, and secured.

Tallahassee Community College Foundation a Direct Support Organization of TCC is applying for this grant on behalf of TCC and is proving the \$100,000 cash match. The Tallahassee Community College Foundation is a not-for-profit corporation, which seeks private supplemental funds to add distinction to educational programs and facilities at TCC. The Foundation is guided by a board of community leaders who provide stewardship over all funds raised by the Foundation. Its mission is to support the College by strengthening connections to the community, promoting excellence in teaching, and expanding student success.

Project Start Date: 9/15/17

Project End Date: 9/14/18

Amount Requested: \$100,000

Total Project Budget: \$200,000

Historical Significance (If applicable) N/A

A. Age of the Building

49 Years

B. Is the building subject to historical preservation requirements?

x NO

#### Ownership/Lease

A. Who owns the building?

Tallahassee Community College

B. Who owns the land?

Tallahassee Community College

C. If building is leased to applicant, what is the remaining length of the lease (From the time of application due date?

N/A

# A. Concept

Q1) Need (8,000 Maximum characters) (20 points)

Why is the project important *to your community* and what are the consequences of not doing it, or the opportunities for advancement by completing the project. Please be sure your response is project specific and that needs have been shown. Supporting photos, tables, studies, statistics, and documents may be uploaded as an attachment under "Support Materials".

#### Tallahassee Community College

Tallahassee Community College is an open admission, associate degree-granting public institution located in northwest Florida. Celebrating 51 years of service to the community, TCC currently enrolls over 14,000 students. TCC was recognized in 2015 by the Huffington Post for being ranked No. 8 in the nation among community colleges by SmartAsset.com. TCC is national leader both in awarding Associate in Arts (AA) degrees and in graduating African-American students. Per Community College Week's "Top 100 Associate Degree Producers" listing for 2012, TCC ranks 4th nationally among two-year institutions awarding AA degrees. Nearly 75 percent of TCC's A. A. graduates transfer into the State University System within a year, the highest percentage in the Florida community college system.

The mission of Tallahassee Community College, is "to provide a learning environment that prepares students for success in a global economy by offering higher education pathways, workforce opportunities, and civic engagement experiences." The Strategic Priorities and Strategies of the College include student access, student success, technology, demand-driven programs, enrollment, communications and marketing, stewardship, and partnerships.

We take great pride in what our community college believe in, stands for, and achieves. We like to think that TCC represents the Crown Jewels of our Tallahassee Community, and the stone that shines the brightest in our Crown Jewels is the Turner Auditorium. However, our stone is not shining as bright and, our auditorium is in desperate need of an equipment upgrade to ensure its viability as a functioning space for TCC and the community.

Turner Auditorium boasts 490 seats with plenty of legroom, great sight lines, and fantastic acoustics. It is often the first and most impressive introduction our community gets to TCC. TCC's Turner auditorium is the main performance/presentation venue for the whole campus. There is no other large formal meeting space on campus or any of the TCC campuses. Turner Auditorium is a multiuse facility that is utilized by the entire public and fulfils a need in our community that no other space can match. The importance of Turner Auditorium is demonstrated in how many different groups, clubs, schools, and arts organizations, utilize this amazing resource. For example:

- **TheatreTCC!**. This facility is used for the phenomenal theater program at TCC, which has three shows per year-2 in the fall and 1 in the spring. Auditions are open to anyone in the community. Under TheatreTCC! students can join Curtain Call, and learn what goes into making Theatre TCC! one of the finest and fastest growing theatres in the area. Curtain Call works with the theatre director and technical director in the growth and mission of Theatre TCC! Participants can gain experience with onstage performance or technical aspects including costuming, props, lighting, and many more. Curtain Call also participates in services for the community and offers scholarship opportunities.
- TCC Welcome Back Events for Faculty and Adjuncts
- TCC Foundation President Circle Events
- TCC Foundation Scholarship Events

- TCC Graduations, including
  - Nursing
  - o Dental
  - o Respiratory
- Community Graduations: St. Leo University, Leon County Schools
- The Big Bend Community Orchestra: Which provides a venue for community musicians in the area to play symphonic music in an enjoyable atmosphere, and to promote music education and participation. It encourages school age children to become interested in music through educational programs, and performs orchestral music for the public. The Orchestra consists of community members including students. To date, the BBCO has presented 85 concerts and over 350 different compositions by a wide variety of composers spanning four centuries.

(20 points)

- African Drum and Dance Ensemble: Whose mission is to learn, share, and explore aspects of Sub-Saharan African and African Diaspora music, dance and culture with the TCC community, Tallahassee, and the world at large. the group has grown to an organization with a credit course (MUN2830) component with 15 registered students. An additional 20 students volunteer to participate in the performing ensemble and rehearse for an additional 2-4 hours every week. Members of the ensemble vary in experience from those who began at the start of this semester to seasoned performers of varying styles with over 20 years of performance experience. The ensemble is open to faculty, staff and students at TCC, as well as the larger Tallahassee community.
- **Capital City Band of TCC**: Which is made up largely of community members, this non-audition group is available to students and is also open to any non-student community member aged 18 or older. The Capital City Band regularly performs throughout the year in and around the community.
- **Tallahassee Civic Chorale:** A nonprofit, non-audition community chorus made up of 50-60 singers, organized in traditional choral fashion under the direction of Dr. Leslie Heffner. The Chorale is open to all members of the Big Bend community, including TCC students, faculty and staff.
- **TCC Jazz Band:** The Tallahassee Community College Jazz Band is a non-audition music ensemble offering musicians an outlet to learn and perform a wide variety of stage band music, from traditional Big Band music to more modern arrangements of blues, swing, rock and pop music. Local community musicians make up the core of the band, and anyone wishing to join as a community member may do so. The only requirements are an instrument, the ability to read music, and a desire to have fun with music.
- Dance Studio Recitals
- Concerts
- Bands
- Local Performance Groups
- **FSU Opening Nights**: Including as many as three performances per year during February

In addition, Turner Auditorium can host groups from as far away as South Florida. Because of the ease of access, seating capacity, and parking we are a desirable small to medium sized hall. Without Tuner Auditorium, there would be no houses between 250 seats and 1500 seats. Theatre Tallahassee has 250 seats., and Ruby Diamond Concert Hall has 1172 seats (in addition the rental of this facility is much more expensive and less available). Turner Auditorium is the Goldilocks of auditoriums, and if it could no longer serve in its capacity it would be a devastating blow to our greater community. Unfortunately, the technical aspects of Turner Auditorium are on life support and in desperate need of an upgrade. If these needs are not addressed, then Turner Auditorium will no longer be a viable performance and meeting space for our community.

#### Q1) Need (continued) (8000 maximum characters)

Further, Turner Auditorium is also a living classroom for TCC students and community members. It is a place to come and learn how to produce, direct, build sets, mix sounds, provide and produce lighting. If we no longer have the proper equipment that allows us to engage in these efforts, then we are providing a huge disservice to our students and community. We are stifling the growth of our future stage technicians, craftsman, producers, and directors to name a few; and forcing them to leave Tallahassee for other opportunities elsewhere.

Here is a description by one of our current TCC students who is employed to work at Turner Auditorium who describes some of the issues that we face:

I am a student at TCC and am employed at Turner Auditorium. It's been a great opportunity to further my education and gain work experience. The equipment that the theater uses can be a little old. The light board uses floppy drives. I might be a little young, but I had never used a floppy drive before. When I was volunteering at Leon High School they had nicer LED lighting, better than the fixtures we have. Moving from High School to TCC the equipment did not get better across the board. This negatively affects new students by introducing and training them on technology that's substantially obsolete. It's time to think about getting a new sound board, light board, and lights. The better equipment we can have the nicer shows we can have and concerts we can put on for the community. It also brings more students for four year programs. It's a benefit to the community to have better events and for the school to offer another option for students seeking technical theater education.

(20 points)

#### And from another student:

Why wait to reward a student with education and experience he can earn five years from now in the working field when as an educational facility you can positively bestow that knowledge upon them now? When you give them the right tools, it influences the work force of local business that look for sets of skills that institutions such as TCC can offer which, vice versa, can be beneficial to the school as a source of recruitment in the long term as they gain rapport for their ability to provide work ready students. While I'm grateful for my experiences, I just know the power we wield collectively wield as members of an educational institution is not just beneficial to one, but to all.

Turner Auditorium serves a tremendous purpose and is a necessity in our community. I cannot even begin to imagine the consequences were Turner Auditorium not be able to function any longer. To survive, grow the theatre program, and approach current industry standards, we need to improve the outdated technology in the Turner Auditorium. We are currently functioning on equipment that is between 8-20 years old. This prehistoric equipment does not train our students adequately for transfer opportunities and/or future employment; nor does it provide a passable audience experience for our students, faculty, staff and community members. Compared to other high school, college and university facilities, we are greatly lacking in technology.

A. Concept

# Q2) Vision (8,000 Maximum characters) (15 Points)

# What is the Vision? Why is the project important *to your mission*, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

Our vision is simple, to provide updated equipment, replacing our antiquated, barely functioning technical equipment, that will then allow Turner Auditorium to continue to function as a living classroom for our students and community members, and a performance space for our greater community.

As an institution of higher learning we need to be able to use the tools of the trade to train future generations of entertainment technology students.

- Lighting designers
- Set designers
- Technical artists
- Draftsmen
- Actors/Singers
- $\circ$  Directors

As the auditorium and its technology and facility age we are being passed by k-12 education institutions. Nearly every high school in the area has equipment that is several generations more current than ours. As students matriculate through TCC, oftentimes they are unable to operate or even recognize the technology that we are using. The current technical equipment in the Turner Auditorium does not allow the theatre program to put on the quality productions that the campus and community has grown accustomed to. For instance, some of Tallahassee's high schools have lighting and sound boards that supersede ours; consequently, students who wish to study technical theatre at TCC cannot receive adequate instruction, as they oftentimes know more about how to operate industry-standard equipment than our own staff members. Similarly, we frequently run into issues when outside renters enter our facility and we do not have the type of equipment that meet industry standards.

This project is incredibly important to our mission, which is to provide a learning environment that prepares students for success in a global economy by offering higher education pathways, workforce opportunities, and civic engagement experiences. Because first and foremost we need to provide a learning environment that prepares our students for success. Many of our alumni have gone on to enhance 4-year programs with the performance and/or technical skills they have acquired at TCC. Furthermore, numerous of our alumni are working professionally or semi-professionally in Los Angeles, New York, Chicago, and Orlando, among other places. We owe it to our students and our mission to provide the best learning environment we possibly can, anything less in unacceptable.

(15 points)

Equally as important is the word "Community." Community colleges are inclusive institutions that welcome all who desire to learn, regardless of wealth, heritage, or previous academic experience. They serve all segments of society through an open-access admissions policy that offers equal and fair treatment to all. The responsiveness to community is demonstrated by the comprehensive nature of community college programming and the multiple levels of educational needs. The range of programs and services of community colleges put colleges at the center of their communities by providing an engine for economic and community development, and a show case for arts and entertainment. The range of offerings from short-term skills and adult basic education/ESL to high demand workforce programs and transfer programs fuels the development both of individuals and the community at large, serving the local community, teaching, and providing opportunities for lifelong learning. The Turner Auditorium is at the center of our Community Space that is shared and loved by everyone, more importantly it is a tremendous community resource that deserves to be protected, enhanced, and secured.

#### A. Concept

#### Q3) Inspire Excellence (7,000 maximum characters) (5 Points)

# What has inspired excellence, beyond bricks and mortar? How will the project further enable or enhance the artistic or cultural excellence of your program? You may include testimonials of patrons or experts.

At TCC our pledge is simple: to keep artistic quality high and to make the trip to our campus rewarding. Whether one is attending a theatre production, concert, or dance performance, TCC's Fine and Performing Arts Building provides the ultimate viewing experience. Moreover, as discussed above Turner Auditorium is truly a community space, in every sense of the word. In addition to being a learning classroom the different groups that use Turner Auditorium truly makes this a space for all of community members. However, to see the true impact of what Tuner Auditorium means it is best to hear from those who directly interacted with it:

#### Salutations,

I am writing this to you, the grant committee, as a TCC theatre alumni urging you to agree that this program deserves recognition and funding to continue their noble work. I owe so much to TCC and this is one of the small ways I can repay it. Through the theatre program at TCC, I met some of the greatest influences of my life. They came in many forms; from amazing teachers and directors to fellow performers and crew members. To name a few, Eva Parks, Michael Norris and Ken Frederickson took students under their wings and dedicated all their time to creating unique sets, memorable performances and lessons all year long. It was their high standards I strived to meet and together the theatre program succeeded in putting on countless Broadway caliber shows.

I continue to use skills and work ethics taught through the classes and programs at TCC in my professional life. One of my first jobs out of college was an elementary after school teacher. I used theatre to help with reading comprehension and we performed an adaptation of "Horton Hears a Who." The success I have had in my life is in part due to my time at TCC and taking on leadership roles within the theatre program. While at TCC, I participated in the drama club as vice-president, worked in the costume department and performed in the shows.

On a personal note, my fiancé and I met in Turner Auditorium. During the first show I ever saw at TCC, I was called out for audience participation by Michael Varde. We met again in the cast of Chicago, and by the end of the production we were in love. We just celebrated our six-year anniversary and are planning the wedding for next year. Michael is a SAG-AFTRA actor in NYC and thanks TCC theatre for the path it paved. Directors he met at TCC continue to influence his career even now; Michael knows to be dead letter perfect. When asked about the program, Michael reminded me to note; "it made us want to go to school." We felt so welcomed in our program, we wanted to stay involved and therefor needed proper grades. Being in the theatre program made us better students. By giving this grant to theatre TCC, you give so many talented students a voice and spotlight. Without the curtains, equipment, and sets, our future artists lack the tools they need to maintain an exceptional program. Thank you for your consideration and one more big thank you to TCC theatre.

Theatre TCC! was by far the best part of my college career. I was cast in three shows at TCC and involved in many more between working on the front of house, set building, working in the costume shop, backstage and anything else I was able to do to help out. The best thing about Theatre TCC!, besides their top of the line productions, was the atmosphere and the people. Between my fellow cast mates, the directors, professors and even the patrons, the program was a family. These people became a part of you and that didn't stop after the lights went down and the curtains closed or even after my diploma was in hand. I had professors help me long after I left and even to this day keep up with me and my progress. That is why even after being accepted into the School of Theatre at FSU after graduating from TCC I still returned as an alumni to audition and appear in shows. FSU seemed to be all business and I missed the love and the heart that went into every practice and every production at TCC. In addition, after appearing in my first show there, one of my professors approached me about a scholarship opportunity which I would later be awarded. Thanks to this amazing program I was financially able to peruse my degree, I got to be a part of some amazing shows, I made friends that will truly last a lifetime, and most importantly, gave me something to look forward to, something to motivate me, something I could be a part of a family. To this day I continue to go back, show after show, and enjoy their amazing productions and remember how that theatre, how those people, got me to where I am today. -Krissy Sanders Class of 2009

### A. Concept Q3) Inspire Excellence (continued) (7000 maximum characters) (5 points)

Theatre is one of the most important things I have ever done with my life. It wasn't until I got into college at TCC that I found my true calling: technical theatre. I thrived in my theatre position. I became a work-study for the theatre simply because I walked in one day to ask about volunteering, met the technical director Ken Frederickson, and was offered a job almost immediately. Ken took me under his wing, and I learned more from him in three years than I've learned under anyone else's tutelage. Ken, and the two other people who worked there, Dan and James, taught me everything I know about technical theatre. And that knowledge applies to everything in my life. I have basic carpentry skills; I can paint things both practically and creatively, and know how to work both a sound and a light board, which has helped me with figuring out how the hard wiring of office equipment works to troubleshoot.

I took every theatre- related class that I could while I was a student at TCC. I took every acting class that was available, the stagecraft class and the theatre history class. Ken, John Schultz and Eva Nielsen- Parks, all of whom are incredible teachers, taught me so many useful things. Taking theatre history with John Schultz set me on the path to becoming a history major at FSU, and I am heavily eyeing a career in teaching theatre history, as John's class and style of teaching was one of my favorites in my college career.

In my three years of being a work-study for Ken, I received several Foundation Scholarships along the way. As the child of a single mother, whose only income was working as a work-study, this scholarship helped me in ways I couldn't even recount to you. I was able to afford my textbooks, put gas in my car, and even buy food. As far as "poor college students" go, I wasn't doing too badly for myself, all because of the generous foundation scholarships I was lucky enough to receive.

Theatre has influenced every aspect of my life. The friends I made in classes and shows at TCC remain some of my dearest friends to this day. Theatre is one of the main reasons I am alive today. It got me through that first depressive episode when I was thirteen, and again when I started college. The theatre community is a family, and that is one of the most important things we can offer kids thrust into the "adult" world of college. Theatre, and the arts in general, makes for more well-rounded and empathetic human beings. I have never met another person I did theatre with in college, on either side of the political line, who did not respect each other and value one another. Theatre taught us to be understanding and patient with everyone, which is an invaluable lesson. Theatre is possibly the greatest gift we can give to each other. We learn our history, see human emotion reflected, and learn how to be better human beings, all in one place.

The classes, teachers, and friends I have made at this school have forever changed my life. The scholarships I received here helped me better my life, and helped me achieve success by enabling me to graduate from school with my AA degree. I will never forget my time here at TCC, how it shaped who I am as a person, and how it afforded me opportunities that I would never have been able to receive otherwise. Everyone should have the chance to change their lives for the better, and we can do that here at TCC.. Sincerely, Megan Mellino

In addition to our attached letters of support please find below a partial review from the Tallahassee Democrat of our latest production that speaks to level of quality we have at TCC.

Magical 'Pippin' musical is a joy to behold: Neil Coker, Democrat staff writer: To my delight, it was a stellar, anachronistically unorthodox romp through the Middle Ages: "Shrek" meets "Spamalot." In lesser hands, I could easily see how a bad production of "Pippin" could make its morals seem trite and explorations hollow. Thank goodness for TheatreTCC's team, who stand for the complete opposite. Director Jilian Wesolowski combines commedia dell'arte archetypes with circus-based imagery, in the process concocting a feast of the senses. Cues could not be sharper. Choice choreography from Ashlee Benson shines. Michael Norris' orchestra comfortably produces the score with ease. And the show's ensemble, whether they're juggling, performing trapeze acts, or dancing themselves sweaty, never miss a beat. The most jaw-dropping performance, though, comes from Lawrence's mesmerizing turn as the Leading Player. Her poise, charisma and dynamo, octave-jumping voice reduced my brain to stultified mush, unable to comprehend the true scope of her abilities. It's just something one has to see to believe. Very probably, the story by now is one that has been retold a million times. It could be, after all, anyone's story. Still, when you put together the right ingredients, even the most familiar dish can seem new and exciting. That's how "Pippin" feels. Why aren't these kids on Broadway yet?

Q4) Process/Design & Planning (9,000 maximum characters) (15 Points) Include:

- Process/Design Planning project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- A timeline of project milestones; include start and end date and key points in between.

1.Design Planning. What we are proposing is a major equipment upgrade for our lighting, sound, projection system, and stage equipment. The areas for upgrade have been in the planning stage for many years now and we have been waiting for funding. Most upgrades involve plug and play equipment, so no major remodeling is needed for these items. Our projected cost is \$200,000, with half of that coming from that Tallahassee Community College Foundation. Please see below for a full description of the equipment that is needed:

Equipment upgrades by department.

**<u>Lights</u>**- there are often 100's of lighting fixtures used to light a stage.

- Lighting console- controls the lights, our current lighting console is almost 25 years old.
- Lighting dimmers- these are the modules that gives the power to the lights.
  - We have 198 dimmers that are slowly dying out.
  - Replacement parts can refurbish these to new condition.
- Lighting fixtures- are the lights themselves,
  - new LED technology is changing the way that designers use lights to design a show.
  - They can be more expensive at the initial purchase, but they use significantly less electricity making them cheaper to use in the long run.
  - LED technology uses color mixing so that one light can be used to change colors via the lighting console controller.
  - They also produce less heat so climate control is lowered.
  - Longer lifespans than traditional lighting fixtures make them a better choice.

**Sound** is often the first and most important element to have upgraded.

- Mixing consoles,
- Speakers
- Microphones
  - As today's show get larger more microphones are needs to ensure all the characters can be heard.
- Audio hardware
  - Computers
  - $\circ$  iPads
- Software
  - Digital audio software mixing programs
- Cables
  - Hundreds of feet of cable are required to attach these components together
  - Each cable needs special connectors
    - Mic connection
    - Speaker connections
    - Computer connections.

#### Q4) Process/Design & Planning (continued) (9000 maximum characters) (15 points)

#### **Projectors and screens**

- Projector
- Switching hardware
  - As more and more shows move towards projected scenery a high lumen output projector with an adjustable lens is an essential element to any theatre that doubles as a presentation hall.

#### **Stage machinery**

- Genie lift- ceilings in Turner Auditorium are 25 feet high.
  - All work needs to be done using a genie lift.
    - Ours is 20 years old.

#### **Stage Curtains**

- All the curtains in the theatre are special fire retardant fabric.
- They have reached the end of their useful life.
- The fire proofing is gone
- They cannot be cleaned and re treated
- Today's fabric is made from fabric that does not need to be treated so it has a lifetime fire retardancy.

2, How have you addressed environmental features and sustainability?

The proposed new LED lighting specifically addresses environmental factors with lower electricity needs, lower temperatures, and longer lifetimes.

3. Necessary components from consultants N/A

4. Estimates

Please see attached excel spread sheet that provides estimate costs.

5. Programmatic square footage

As mentioned above these items are plug and pay upgrades. Therefore, no significant construction or architectural remodeling is needed and items will fit in the current space.

6. Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.

The team consists of:

- Tracy Woodard-Meyers, Dean Communications and Humanities
- Eva Nielsen-Parks, Director of Theatre and Associate Professor
- Ken Frederickson, Technical Director
- John Schultz, Theatre Professor

The team is fully aware of all equipment used and the level of function of that equipment. The team has been preparing for years for new equipment, they have only lacked the funding to be able to do so. In addition, all items requested for the scope of this projects are upgraded versions of equipment already in use. Therefore, there will be minimal disruption to the operations of Turner Auditorium.

### Q4) Process/Design & Planning (continued) (9000 maximum characters) (15 points)

7. Provide a timeline of project milestones; include start and end date and key points in between.

Within the first year of the grant all items will be installed and functional. That time estimate is based on the fact that the auditorium will be open for operation for the entire time of the equipment upgrades. Therefore, installations will need to be timed to events schedule.

All items requested for the scope of this projects are upgraded versions of equipment already in use. They will be installed in place as they are ordered and arrive. Some retraining will be required for the sound and lighting portion. Scheduling of an offsite training will be made. There are funds allocated in the grant for training.

#### Q5) Quality (5,000 maximum characters) (15 Points)

# Describe how the design, materials, longevity, and installation of your proposed project will contribute to your organization's goals and impact.

Simply put, without this upgrade to our equipment we will not be able to meet our goals and mission when it comes to Turner Auditorium. If we can get these necessary funds for equipment upgrades for Tuner Auditorium it can then continue to function as a living classroom for our students and community members, and a performance space for our greater community.

The current technical equipment in the Turner Auditorium does not allow the theatre program to put on the quality productions that the campus and community has grown accustomed to. For instance, some of Tallahassee's high schools have lighting and sound boards that supersede ours; consequently, students who wish to study technical theatre at TCC are not able to receive adequate instruction, as they oftentimes know more about how to operate industry-standard equipment than our own staff members. Similarly, we frequently run into issues when outside renters enter our facility and we do not have the type of equipment that meet industry standards.

Bringing in necessary updated equipment will allow TCC's mission of providing quality entertainment for the campus and community to continue well into the future. If the equipment necessarily required to put on those productions is not held at the same level as the performance standards, the overall production quality will automatically get lowered. As our Production Manager and Assistant Production Manager are constantly trying to keep the equipment running, we are now out of options and time. From lighting, to sound, to staging, quality results require quality ingredients. As the current technology ages into obsolescence we are hard pressed to provide even basic services.

When working with our community members who use our facility they bring newer computers that cannot be connected to our sound or video projectors. In addition, our limited lighting instruments provide set "looks" and do not allow us to be creative and adapt to the needs of our own productions and other community organizations who use Turner Auditorium. Further, an outdated lighting console is an unreliable key component in the control chain. In addition, our shabby, ripped and stained curtains are an eyesore.

This upgrade will bring us up to speed with the current technology and ensure our future existence as a viable community space. In addition, it will allow us to provide the necessary education to our students, who will now be able to receive the proper technical training. With this equipment upgrade we will be able to continue offering the superior level of service the community and our students have come to expect and demand for the foreseeable future.

# Q5) Quality (continued) (5,000 maximum characters)

(15 points)

**Q6) Operational Readiness (**4,500 maximum characters) (10 Points)

# Address the project plans & preparation that is complete/confirmed, give specifics on the required attachments below, or add what is relevant to your project, to demonstrate the project readiness.

Project Readiness Checklist

- Architectural Drawing Completed- N/A Not needed because it is for equipment.
- Design Drawing Completed N/A Not needed because it is for equipment.
- Project Team Status? Project team has been assembled and ready to proceed.
- Contracted with General Contractor? N/A -Not needed because it is for equipment.
- Historic Preservation Board release issued? N/A -Not needed because it is for equipment.
- Are the land use approvals completed? N/A Not needed because it is for equipment.
- Permitting issued? N/A- Not needed because it is for equipment.
- Certificate of Occupancy Issued? N/A- Not needed because it is for equipment.
- Three bids solicited/received? In the process of submitting multiple bids to vendors for the best quotes for the pieces of equipment. Vendor bids are only good for 30 days and will not hold quotes. Budget is based on the most recent quotes.
- Site preparations Site is already prepared and ready for equipment.
- Is a (real estate) lawyer consulting on the project? N/A -Not needed because it is for equipment.
- Are there any third-party restrictions or contingencies? There are no third parties, and we are planning for the equipment accordingly.
- Does the application have a maintenance fund established to support future maintenance and repairs for this facility/equipment? Yes, we can provide a small maintenance fund for Turner Auditorium.

#### C. Management and Budget Q6) Operational Readiness (Continued)

(10 points)

**Required Attachments** – Upload each of the required documents in separate folder marked "Attachments":

- □ **Minutes from the organization's board meeting** *authorizing the project for which applicant is applying.*
- Board of Directors, including officers
- **Project Team, including key staff** *involved with project*
- □ Form A, Five (5)-year Operating Forecast
- **Form B, Project Readiness Checklist**

Q7) Financial Readiness -- Forms & Financial Position (15 Points)

Please include in attached folder labeled "Attachments":

- Form C: Certification from Professionals Architect, Engineer and Contractor –
   IF no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)
- □ **Form D: Project Budget Summary** (for proposed project/phase) Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)
- Form E: Matching Funds & Matching Funds documentation \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload) match (statement of value and service to be provided)
- Audit and Form 990 from most recently completed fiscal year
- □ **Financial Statements-** Current year-to-date (if audit is more than 1 year old) -both Balance Sheet and Statement of Income & Expenses from same reporting date.

• NOTE: A report will be provided to panel that confirms match & backup documentation

Q8) Care & Stewardship (3,000 maximum characters) (5 Points)

Please include a Care and Maintenance plan, your resources dedicated to maximizing the useful life, and the ability for the project to last into the future

Auditorium care and maintenance is essential for providing a safe and healthful entertainment and working environment for staff, students, and patrons. Maintenance involves personnel from a variety of departments who are involved in the inspection, repair, and scheduled maintenance of the auditorium's facilities. We have robust maintenance plan that include routine as well as schedule maintenance. Turner Auditorium being a mixed multiuse facility presents different dynamic environments. In these ever-changing environments, hazardous conditions can develop rapidly through normal wear and tear and through the actions of those working within the environment. Early recognition and correction is essential to providing appropriate maintenance, as well as a safe and healthful environment. We pride ourselves on our continued maintenance of our facility.

In addition, because we are a learning laboratory our students and community members are constantly exposed to the proper care and maintenance of our facility and our equipment. Tallahassee Community College afford us funds to buy materials and for basic repairs. In addition, Turner Auditorium falls under our Facilities department and is provided continuing maintenance, as are all the buildings at TCC.

In these times of tightening budgets, and lack of funding we have become wizards when it comes to extending the life of our equipment. This is clearly demonstrated in the fact that there are no longer replacement parts that can be purchased for a significant amount of equipment we use daily. We see no issues when it comes to our new equipment lasting well into the future, and being able to coax as much life out of it as humanly possible.

**Q8)** Care & Stewardship Required Attachments– Upload each of the required documents in separate folder marked "Attachments":

- □ **Long-range or strategic plan** (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)
- □ **Proof of Ownership, Lease and/or sublease** with remaining term from date of application, includes all addendums. (1,000 maximum characters +3MB upload)
- Support Materials (photos, tables, studies, statistics, and documents) (Optional):3MB upload

### FIRST AMENDED AND RESTATED GRANT FUNDING AGREEMENT

This First Amended and Restated Grant Funding Agreement (hereinafter "Agreement"), is made and entered into this <u>2914</u> day of April, 2015, by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida, (hereinafter the "County") and the Council on Culture and Arts, Inc., a Florida not-for-profit corporation (hereinafter the "Grantee"), collectively, the "Parties".

## RECITALS

WHEREAS, the Grantee has presented the County with a non-departmental funding request application identifying the community service activities, as well as those persons responsible for overseeing and assuring delivery of those services, to implement the grant funding provided herein; and

WHEREAS, the County, by and through its Board of Commissioners, at its final public hearing on fiscal year 2015 budget held on 23rd date of September, 2014, approved a disbursement in the amount of \$504,500 out of the County's Tourist Development 3-Cent Fund and \$150,000 out of the County's General Fund for the purposes of sub-granting and marketing awards to individual local cultural and arts organizations, assisting with operational costs, marketing materials, and for providing support of overhead costs for the Cultural Tourism Grant Program; and

**WHEREAS**, the County and Grantee did enter into a Grant Funding Agreement dated October 1, 2014, to further delineate and set out the obligations of the Parties thereto; and

WHEREAS, the Parties do hereby acknowledge and confirm the County did disburse funds to the Grantee, pursuant to the Grant Funding Agreement dated October 1, 2014, in the amount of \$252,250, out of the County's Tourist Development Tax Fund, and \$150,000, out of the County's General Fund, and that any amounts to be provided to the Grantee during the Initial Term shall be adjusted downward to properly reflect the funds previously distributed to the Grantee hereunder; and

WHEREAS, on December 9, 2014, the County, by and through its Board of Commissioners, did approve an Interlocal Agreement with the City of Tallahassee to ensure that the appropriate level of funding by the use of Tourist Development Tax funds is provided to support COCA in its mission to serve the community in the realm of the arts and promote tourism in the County; and

WHEREAS, the County and the Grantee wish by this Agreement to provide for the obligations of the County in regard to providing the grant funds identified herein and the obligations of the Grantee to provide the services set forth herein, and to more fully delineate the agreement reached between the Parties; and

WHEREAS, it is in the best interest of the County and the Grantee to modify and restate the Grant Funding Agreement entered into by and between the Parties, dated October 1, 2014, to provide for the promises, covenants and obligations of the Parties necessary and incidental to the purposes set forth herein. **NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged hereby, the Parties do agree as follows:

I. <u>Recitals</u>. The Recitals to this Agreement are incorporated herein and made a part hereof as if fully set forth below.

**II.** <u>Effective Date and Term</u>. This Agreement shall commence on October 1, 2014, and shall end at midnight, local time in Tallahassee, Florida, on September 30, 2015, hereinafter "Initial Term". This Agreement shall be subject to four annual renewals, at the sole option of the County, for a term of one year each. Reference to a renewal term, hereinafter "Current Term", shall relate to the subject current period of October 1 through September 30.

# III. Services to be Provided.

- A. Grantee shall provide those activities, functions, and services ("Services") identified in the funding request application submitted by Grantee to the County on April 30, 2013, in which the Grantee set out and identified the services that it would undertake and identified the person or persons responsible for overseeing and assuring that those services would be delivered, a copy of which is attached hereto as Exhibit A, and made a part hereof, as if fully set forth below.
- B. The Services to be provided by the Grantee, which are described in Exhibit A, shall include:
  - 1. Services to artists, organizations and the general public, including one-on-one or group consulting in business management, new organization/business start-up, grant-writing, fund raising, board management, marketing, planning, social media, curriculum development, and more; COCA jobs and development weekly email blast; professional development workshops.
  - 2. Educational services, including COCA's arts and education newsletter; COCA for the Classroom directory; COCA for kids outside activities for kids directory; and internships.
  - 3. Marketing services for arts and cultural groups and public information, including "TLH" features for the Sunday section of the Tallahassee Democrat; "TLH" artful questions for the Sunday section of the Tallahassee Democrat; maintaining COCA's website; maintaining the MoreThanYouThought.com website; providing the More Than You Thought this Week newsletter; online media guide; space binder; providing meeting space; and an online artist directory.
  - 4. Community planning services, including granting services, including managing a grant program, and distributing funds annually to non-profit arts and history organizations; planning, management and execution of grant program, including workshops

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to provide instruction on completing the grant process, individual consultations with applicants, recruitment and training of review panelists, disbursement of funds, receipt, review, and evaluation of interim and final reports.

- C. The Services to be provided by the Grantee shall also include operational functions of COCA and implementation of the Cultural Plan, attached hereto as Exhibit B, and made a part hereof as if fully set forth below.
- D. Grantee shall be responsible for all expenses associated with the performance and delivery of Services required by this Agreement.
- E. Grantee shall comply with all applicable laws, ordinances and regulations governing its operation and in the provision of the Services herein required and the expenditure of funds herein granted.

# IV. Grant Funds Amount, Distribution and Use.

- A. Grant Funds Amount:
  - 1. The County agrees to provide to Grantee an amount not to exceed one and twenty-five one hundredths (1.25) cent of the five (5) cent Tourist Development Tax imposed by the County for the Initial Term and each subsequent Current Term, for Services further described in Section III.B., herein, and collected during the then current Fiscal Year. A Fiscal Year is defined as consisting of the dates October 1 – September 30 of each year.
    - a. The funds comprising one (1) cent of the Tourist Development Tax shall be available for the use by the Grantee in accordance with subsection B.1.a.
    - b. The funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax shall be available for the use by the Grantee in the Fiscal Year immediately following the Fiscal Year in which the funds are collected in accordance with subsection B.1.b. For example, the funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax collected in Fiscal Year 2014-15, shall be disbursed to or on behalf of the Grantee in Fiscal Year 2015-16.
  - 2. The County agrees to provide Grantee an amount of One Hundred Fifty Thousand Dollars (\$150,000.00), for the Initial Term and each subsequent Current Term, from its General Revenue Fund in accord with subsection B.2. for use by the Grantee for Services related to its operational expenses and implementation of the Cultural Plan, as further described in Section III.C., herein.

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#### B. Distribution:

- 1. The Grantee shall receive a disbursement of funds from the Tourist Development Tax fund in the amount of one and twenty-five hundredths (1.25) cent of the five (5) cent Tourist Development Tax based upon the amount collected during the then current Fiscal Year, in the following manner:
  - a. The Grantee shall receive funds comprising one (1) cent of the five (5) cent Tourist Development Tax collected, and made in quarterly payments, in arrears, of twenty-five (25%) percent of the amount described herein to occur not later than February 1, May 1, August 1, and November 1, for the Initial Term and each subsequent Current Term. Receipt of such funds is contingent upon an appropriate invoice, Mid-Year report, and Annual report provided to and approved by the County.
  - b. The Grantee shall receive funds comprising twenty-five one hundredths (0.25) cent of the five (5) cent Tourist Development Tax in the Fiscal Year immediately following the then current Fiscal Year of its collection, and the Grantee shall receive the amount described herein within thirty (30) days of any Capital Needs Matching Grant Program funding request(s) approval by the Tourist Development Council. Receipt of such funds is also contingent upon an appropriate invoice, Mid-Year report, and Annual report provided to and approved by the County.
- 2. The Grantee shall receive a disbursement of funds from the County in the amount of \$150,000.00, and such disbursement will occur by October 30 of the then Current Term.
- 3. The Grantee shall submit a non-departmental funding request application, which shall delineate Grantee's plan for the expenditure of funds contemplated by this Agreement, not later than May 15th of the Initial Term and each subsequent Current Term.
- C. Restrictive Uses:
  - 1. Funds received by the Grantee pursuant to this Agreement shall only be used for those purposes set forth herein.
  - 2. Expenditures relating to the Capital Area Cultural Plan, Cultural Grant Program, and Capital Needs Matching Grant Program utilizing Tourist Development Tax revenues shall be consistent with the authorized uses set forth in section 125.0104(5)(a),

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Florida Statutes, and the requirements of Resolution R15-12 of the Board of County Commissioners, attached hereto as Exhibit C, and incorporated herein as if fully set forth below. Further, use of the funds described in subsection B.1.b. shall be restricted solely to expenditures related to the Capital Needs Matching Grant Program.

- 3. Funds shall be deemed misused when the Grantee does not fully comply with the terms governing the use of such funds, in accordance with the provisions of this Agreement. The Grantee hereby agrees to repay to the County any and all misused funds within fifteen (15) days of delivery of notice of misuse of funds to the Grantee by the County. Misuse of such funds shall be deemed a material breach of this Agreement and grounds for termination thereof.
- D. Return of Unused Funds: Any unused funds shall be carried forward in an appropriate trust fund of the Grantee. Upon expiration of this Agreement, any unused funds must be spent in accordance with the terms of this Agreement, within 180 days thereof, or returned to the County. Upon termination of this Agreement, any unused funds shall be returned to the County within 15 days of the date thereof.
- E. Future distributions of funds to the Grantee will be contingent upon compliance with this Agreement and the status of previously disbursed funds to the Grantee.
- F. The County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment as set forth herein to the Grantee at any time and for any reason.

#### V. Order of Precedence.

Provisions in the following documents shall be considered to take precedence and prevail over one another, when said provisions are in conflict, in the following order:

- 1. Agreement
- 2. Exhibit C, Resolution R15-12 of the Board of County Commissioners
- 3. Exhibit A, Funding Request Application, dated April 30, 2013
- 4. Exhibit B, Capital Area Cultural Plan, approved by the County on February 12, 2014

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#### VI. Audits, Records and Reports.

- A. Grantee acknowledges and agrees the County reserves the right to conduct financial and program monitoring, as well as the right to perform an audit of the Grantee's records. An audit by the County shall encompass an examination of all financial transactions, all accounts, and all reports, as well as an evaluation of compliance with the terms and conditions of this Agreement. The County reserves the right to inspect all records and conduct audits to ensure both program and fiscal compliance and shall provide written notice of any findings and proposed corrective action, if any, to the Grantee. The Grantee agrees to comply and cooperate immediately with any inspections, reviews, investigations, or audits, when deemed necessary by the County.
- B. Grantee agrees to submit a Mid-Year and Annual report to the County detailing Grantees activities, sub-granting, and use of grant funds. The Annual report shall be submitted to the County by October 15, and the Mid-Year report shall be submitted to the County by April 15 and shall be in a format as prescribed by the County. The Mid-Year and Annual reports shall detail how funds were spent and the results of Grantee's efforts, and shall, at a minimum, include data on sub-granting, marketing awards to individual local cultural and arts organizations, operational costs, overhead costs for the Cultural Tourist grant program, and followup information on civic/not-for-profit organizations receiving assistance from the Grantee in previous years. The Grantee shall also provide the County with an annual financial audit for the prior term and a report of all expenditures for the prior term, documenting the details of each expenditure made and Service provided hereunder as part of its Annual Grantee shall provide the Leon County Office of Financial report. Stewardship, for their review, a copy of any audit it has had performed.
- C. Grantee agrees to maintain and keep any and all records necessary to substantiate the expenditure of funds consistent with Services set out in this Agreement. The Grantee shall use an accounting system that meets generally accepted accounting principles. The Grantee shall be required to establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this Agreement. This includes the retention of 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 six (6) years after completion of the Agreement. If an audit has been initiated, and audit findings have not been resolved at the end of six (6) year period, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the County. Records shall be retained for longer periods when the retention period required by law exceeds the time frames required by this Agreement.

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D. Upon demand, at no additional cost to the County, Grantee shall facilitate the duplication and transfer of any records or documents during the required retention period, and shall ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County. Grantee also agrees to produce all records requested by the County for its determination that monies distributed by the County are being spent in accordance with this Agreement, at no additional cost to the County.

#### VII. Public Records.

With regard to the Public Records, the Grantee shall:

- A. Keep and maintain those records that ordinarily and necessarily would be required by the County in order to perform the Services under this Agreement, hereinafter "public records".
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost to the public as set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements, are not disclosed, except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Grantee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

#### VIII. Personnel, Subcontracting and Sub-granting.

- A. The Grantee represents that it has and will maintain adequate staffing to carry out the Services to be provided under this Agreement. Such employees shall not be employees of the County or have any contractual relationship with the County.
- B. All Services required hereunder will be performed by the Grantee and all personnel engaged in the performance of work or Services shall be fully qualified and properly authorized under appropriate state and local laws to perform such Services.
- C. Any of the work or Services to be performed under this Agreement which are subcontracted by the Grantee shall be set forth and described with

sufficient particularity and included in the Mid-Year and Annual Report required to be submitted by the Grantee in accordance with Section VI. B.

D. The Grantee shall require all recipients of sub-granting awards paid out to individual organizations to enter into and fully execute and be bound by a Sub-Grant Agreement.

#### IX. <u>Reporting and Notices</u>.

- A. Upon execution of the Agreement, the Grantee will provide in writing, the Grantee staff member who will be responsible for the submission of all Grantee reports to the County for the administration of this Agreement.
- B. All reports must be submitted electronically to Lee Daniel, Director, at daniellee@leoncountyfl.gov. All other related correspondence may be submitted to:

Lee Daniel, CDME, Director Leon County Division of Tourism Development 106 East Jefferson Street Tallahassee, FL 32301

C. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Grantee:Dr. Audra Pittman, Executive Director<br/>Council on Culture and Arts<br/>816 S. Martin Luther King Jr. Blvd<br/>Tallahassee, FL 32301

Notice to the COUNTY: Lee Daniel, CDME, Director Leon County Division of Tourism Development 106 East Jefferson Street Tallahassee, FL 32301

#### X. <u>Termination</u>.

- A. This Agreement may be terminated by either Party, without cause, upon not less than 30 calendar days' notice in writing to the other Party, unless a sooner time is mutually agreed upon in writing by the Parties.
- B. This Agreement may be terminated immediately by either Party, for cause, upon written notice to the other Party.

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- C. In the event that funds for payment pursuant to this Agreement become unavailable or inadequate, the County may terminate this Agreement upon not less than 10 days' notice in writing to the Grantee. The County shall be the final authority as to the availability and/or adequacy of funds. In the event of termination of this Agreement, the Grantee will be compensated only for any work performed under this Agreement which has been satisfactorily completed.
- D. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. Failure to have performed any contractual obligations in the Agreement in a manner satisfactory to the County shall be deemed sufficient cause for termination. The provisions herein do not limit the County's right to any other available remedies at law or in equity.

#### XI. <u>General Provisions</u>.

- A. <u>Governing Law and Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.
- B. <u>Waiver</u>. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- C. <u>Modification</u>. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
- D. <u>Binding Effect</u>. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- E. <u>Assignment</u>. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
- F. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.
- G. <u>Headings</u>. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

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- H. <u>Ambiguity</u>. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- I. <u>Public Bodies</u>. It is expressly understood between the Parties that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by the County to claim such exemptions, privileges or immunities as may be provided to that Party by law.
- J. <u>Force Majeure</u>. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- K. <u>Cost(s) and Attorney Fees</u>. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.
- L. <u>Severability</u>. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
- M. <u>Revision</u>. In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for the Grantee to deviate from the requirements of this Agreement, the Grantee shall obtain the prior written consent of the County.
- N. <u>Publicity</u>. Without limitation, the Grantee and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or Services provided by the Grantee have been approved or endorsed by Leon County or refer to the existence of this Agreement in press releases,

advertising or materials distributed by the Grantee to its respective customers.

- O. <u>Public Entity Crime</u>. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of a public entity crime to transact business with Leon County: when a person or affiliate has been placed on the convicted vendor list following a conviction for public entity crime, he/she 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 the 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.
- P. Civil Rights Requirements. The Grantee shall not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, or sex. The Grantee further agrees that all subcontractors or others with whom it arranges to provide Services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex. The Grantee shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990.
- Q. <u>Survival</u>. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.
- R. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.
- S. <u>Indemnity</u>. The Grantee 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 Grantee, its delegates, employees and agents, arising out of or under this Agreement, including a reasonable attorney's fees. The

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County may, at its sole option, defend itself or require the Grantee to provide the defense. The Grantee acknowledges that ten dollars (\$10.00) of the amount paid to the Grantee is sufficient consideration of the Grantee's indemnification of the County.

- T. <u>Dispute Resolution</u>.
  - 1. All disputes arising under or relating to this Agreement shall be resolved in accordance with the provisions of this Section. A "dispute" shall be understood to mean any conflict or controversy, and may be an assertion of a right, claim, or demand by any Party, met by contrary claims or allegations by the other Party.
  - 2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
    - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
    - b. Both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both Parties, then such resolution shall be reduced to writing.
    - c. If the Parties are unable to reconcile the dispute to the mutual satisfaction of both Parties, then such impasse shall be reported by the County to the County Administrator.
    - d. The County Administrator, who is charged with deciding the ultimate outcome of the dispute, shall reduce the decision in writing and furnish a copy to both Parties within fifteen (15) business days of notification of the dispute. The decision rendered by the County Administrator shall be final and binding on the Parties.
- U. <u>Agency</u>. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the Parties hereto, or as constituting either Party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any Party that the Grantee and County are partners or that Grantee is the agent or representative of the county.
- V. Sovereign Immunity.

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

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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 & Comptroller Leon County, Florida

COUNCIL ON CULTURE AND ARTS

By: As Its: EXECUTIVE Date _

Attest: As Its:

Approved as to Form: Leon County Attorney

BY:

Herbert W. A. Thiele, Esq. County Attorney

# CULTURAL FACILITIES MATCHING GRANT PROGRAM FY17



# Administered on behalf of Leon County Government



## FY17 Cultural Facilities Matching Grant Program Guidelines

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### CULTURAL FACILITIES MATCHING GRANT

### **PROGRAM GUIDELINES**

### PURPOSE OF THE PROGRAM

To offer support and funding for renovation, new construction, or acquisition or equipping of cultural facilities located in Leon County or the City of Tallahassee.

A **Cultural Facility** is a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but perhaps not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and historical/heritage facilities.

The intent of this grant program is capital improvement that, for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

### **BASIC ELIGIBILITY**

All applicants must meet the following basic legal and program eligibility requirements at the time of the application.

All applicant organizations must:

1) Be physically located in the City of Tallahassee or Leon County, Florida.

2) Be a non-profit, tax exempt Florida corporation according to these definitions:

Incorporated as an active nonprofit Florida corporation, pursuant to Chapter 617, Florida Statutes; Designated as a tax-exempt organization as defined in Section 501(c)(3) or 501(c)(4), of the Internal Revenue Code of 1954; and

Allowed to receive contributions pursuant to the provisions of s. 170 of the Internal Revenue Code of 1954.

3) have provided at least 3 years of year-round arts or cultural programming in Leon County.

Applicant organizations who are awarded funding through the Cultural Facilities Matching Grant Program will not be eligible for Facilities Grant funding in the fiscal year immediately following their grant award.

### FACILITY ELIGIBILITY

The applicant's venue for the proposed project must be located in Leon County, and *by the application deadline*, must be one of the following:

An auditorium that is owned and operated by a government entity;

 $\Box$  An auditorium that is owned by a government entity that is leased to a not-for-profit organization for operation as an auditorium open to the public;

 $\Box$  An auditorium that is subleased from a government entity to a not-for-profit organization for operation as an auditorium open to the public;

A museum that is owned and operated by a government entity;

A museum that is owned and operated by a not-for-profit organization and open to the public.

 $\Box$  A museum that is owned by a government entity that is leased to a not-for-profit organization for operation as a museum open to the public.

### **GRANT REQUIREMENTS**

All applicant organizations must:

1. Own or have an executed lease for the undisturbed use of the land or buildings for a period of no less than 10 years (or both). Exception: Unless land or buildings or both are publically owned and leased to an eligible applicant.

2. Retain ownership of all improvements made under the grant. Exception: Unless land or buildings or both are publically owned and leased to an eligible applicant.

3. Provide an organization operating budget showing total revenue and support for the last 2 completed fiscal years. Organizations must also provide a 5 year budget projection.

4. Provide a digital file reduction of current architectural plans (This is required for new building projects. Encouraged for all other applicants.)

5. Provide support letters indicating project impact and worthiness (5 letters or fewer) Any applicant requesting and receiving grant funds from this program for the purpose of construction, rehabilitation, remodeling, or preservation of a historic property, must do so in conformance with the Secretary of the Interior's Standards for Historic Preservation. Please see these standards and additional information at <a href="https://www.nps.gov/history/hps/tps/tax/rhb/">www.nps.gov/history/hps/tps/tax/rhb/</a>.

6. Have at least 25% of the total matching funds confirmed by the application deadline. The applicant must have 100% of the matching funds confirmed before grant funding will be disbursed.

Applicants can only have one "open" cultural facilities grant at a time.

#### **UNALLOWABLE EXPENDITURES FOR GRANT PROGRAM FUNDING**

No Facilities project expenditures will be allowed for the following, from COUNTY funds or from matching funds:

1. General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.).

2. Costs associated with representation, proposal, or grant application preparation.

3. Costs incurred or obligated before project timeline approved in the grant process. (See exceptions on p. 5 under "Allowable Matching Funds")

4. Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any County agency.

5. Costs for planning, including those for preliminary and schematic drawings, and design development documents necessary to carry out the project.

6. Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.

7. Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.

8. Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.

9. Re-granting, contributions, and donations or endowment contributions.

10. Feasibility studies, architectural drawings or operational support.

11. Expenditures for space rental, improvement, or maintenance not specifically identified with the project.

### **ALLOWABLE MATCHING FUNDS**

There are five types of allowable matches.

- Irrevocable pledges
- Documented in-kind contributions
- Prior eligible expenditures <u>directly related to the project</u> and made within 2 years prior to the application date
- A portion of the value of the land or building directly used for the grant project
- Cash on hand (Liquid Assets)

At least 25% of match must be cash-on-hand. No more than 50% of the match may be irrevocable pledges or in-kind contributions.

Volunteer hours may not be used as in-kind unless they are providing professional services. For example, a plumber or carpenter may provide in-kind as a skilled trade professional, but not as a general volunteer for the organization.

In-Kind contributions by the applicant are **not eligible** for match.

For further details, see "Match Requirements" and "Restrictions on Matching Funds" below.

#### MATCH REQUIREMENTS

• Match must be at least 1:1, or one applicant dollar for every one County dollar requested.

• Matching funds must be specifically related to the project for which grant funds are being requested.

• Required documentation for the match is listed below and on the application.

• Match must be 100% complete and confirmed at the time of grant award. Applicant must have at least 25% of total match confirmed by the application deadline.

1. **Cash-on-Hand**. At least 25% of the match must be cash-on-hand (not merely pledged) and dedicated to the project before grant funding may be released. (Example: if match is \$1,000, at least \$250 must be cash-on-hand). Cash-on-hand may exceed 25% of the total match, but may never be less than 25% of the total match. Cash-on-hand may be documented by submitting a grant award confirmation, or an account statement that shows the availability of the cash, accompanied by board minutes or an executive director's statement attesting to the approved use of those funds—free from restrictions, liens—are dedicated to the proposed project, or an award letter for a government appropriation.

2. **Irrevocable Pledges**. Irrevocable pledges of cash payment must be received and obligated by the end of the grant encumbrance period of 21 months). Pledges must be documented in the following manner: a) Name of person or organization making the pledge;

b) Date and Amount of the pledge;

- c) When the pledge will be paid (must be paid by end of the grant encumbrance period); and
- d) Intent of the donor for use of the funds must be confirmed to be specifically for the proposed project.

Only pledges that are auditable are acceptable.

No more than 50% of the total match may be irrevocable pledges and/or in-kind contributions.

**3. In-Kind Contributions**. Sources of in-kind contributions must be itemized at the time of application, and the goods and services received and utilized by the end of the grant encumbrance period. In-kind contributions must be dedicated to the project and will be accepted toward match if received and utilized within the proposed project period dates and/ or by the end of the grant encumbrance period. Itemized in-kind contributions must include the following information:

a) Name of person or organization making the in-kind contribution;

b) Date and Description of goods and services donated; and

c) Fair market value of the in-kind contribution, including total value of the goods and services, amount to be donated, and the basis for the determination.

4. **Prior Expenditures**. Prior expenditures directly related to the project may be accepted toward match if made within two (2) years prior to the application date. Itemized prior expenditures must include the following information:

1) date and description of expense

2) brief explanation of purpose of expense and how it relates to grant project

5. Land or building. Up to 10% of the value of the land or building <u>specifically used for the grant project</u> can be counted toward match. The land or building may be appraised for the purposes of the match. However, the cost of the appraisal may not be counted towards the match. Applicants may use an appraisal or the organizational audit or 990 to demonstrate the value of the land or building applied towards the match.

### **RESTRICTIONS ON MATCHING FUNDS**

- Revenue from bond issues that have not been passed at the time of application will not be acceptable as match. Cash proceeds must be received and expended by the end of the grant period.
- Revenue from grants that have not yet been awarded will not be acceptable as match.
- Fundraising costs will not be acceptable as match.
- Legal fees or taxes will not be acceptable as match.
- Matching funds will be designated only to the project phase presented in this application and may not be used in previous or succeeding applications.
- Matching funds may have been expended prior to the execution date of the Grant Award Agreement; as long as they are clearly a part of the project described and can be documented and as long as they are made within two years prior to the application date. However, at least 25% of the matching funds must be confirmed by the application deadline.
- Interest paid on mortgage. The interest paid on the mortgage is considered to be the "cost of doing business," and may not be used as match.
- Building or Land as match:

- The value of buildings or land not owned by the applicant may not be used as match.
- The building or land must have been intended for the grant purpose at the time of purchase or acquisition.
- A building or land used for the grant project may be appraised for purposes of the match. The cost of the appraisal cannot be counted toward the match. Only 10% of the portion of the land or building directly used for this project may be counted towards the match.
- Owner must live in Leon County
- Must have unrestricted use of the building or land for at least 10 years
- Loans may not be used as match. Only unencumbered equity may be counted as match.
- In-Kind Contributions by the applicant are **not eligible** for match.

### MATCHING FUNDS DOCUMENTATION

• Prepare all Matching Fund documentation within a single PDF, if possible.

• If there are multiple Matching Fund documents, attach them in the order in which they are listed on the Match Form, or include a cover listing of all the documents included.

• Identify any Matching Fund documentation clearly, especially if it is not immediately clear who or what they are funding.

• Matching documentation must be included if you indicate it as "confirmed" on the Match Form.

• Matching Funds Confirmation requires audit-ready documentation, such as:

Grant award letters, written or emailed pledge to support the project, sponsorship agreements, etc., which includes:

- Donor/Company,
- Contact information,
- Amount of the contribution/award,
- Date by which the contribution, award, or pledge will be paid, and

- Use or purpose for the funding--must be intended specifically for the project. If the document indicates general support for the organization and does not specify the project, you must submit accompanying letter from the executive director as in "Applicant Cash" item, below.

- Must include any restrictions on the funding, such as: approval process, acknowledgement requirements, specific materials of value such as tickets, advertising space, etc.)

• A notice of intent to consider support for the project does not qualify as confirmed, but may be included to show potential or pending matching funds. Indicate these in the "unconfirmed" column on the Match Form.

• Applicant Cash – If using applicant cash to support a project, the documentation must include: the amount, the availability of that amount to be used specifically for this project, that the amount is free and clear from liens or other use restrictions, and that it has been dedicated specifically to this project, as approved by the applicant organization's executive director, or an officer of the Board of Directors. The applicant's recent financial statements (as submitted with the application) should support this availability of funds from Applicant Cash.

• Documentation of In-Kind support must be included in the project plan narrative, budget, budget detail and match forms in order to reflect the total cost of the project. It is recommended to document all forms of In-Kind support for the proposed project, whether or not used as Matching Funds.

• Matching Funds Confirmation of In-Kind Support requires documentation, such as:

pro-bono value statements (from the providing source); statement of contributed item and value, volunteer hours (statement includes name, contact, service to be provided, number of hours, rate and total value of

service(s), etc. As with all matching funds, the contribution or donation must be specifically for the project.

### FUNDING REQUESTS AND LIMITATIONS

- Applicants may apply for a maximum funding request of \$100,000. The minimum allowable funding request is \$5,000.
- Funding Request must be no greater than 50% of the total eligible budget costs for the project.
- Organizations may only submit a single application per year.
- Applicants who are awarded funding through the Cultural Facilities Matching Grant Program will not be eligible for Facilities Grant funding in the fiscal year immediately following their grant award.

### PROJECT TYPES ALLOWED

- <u>Acquisition</u> land/building purchase
- <u>Construction</u> a. New building (ground up building construction), or
   b. building addition resulting in air conditioned square footage by 25% or more
- **<u>Renovation</u>** –repair, addition, or alteration of a building/property
- **Equipping** outfit or return a property to a state of utility through replacement of capital fixtures and equipment; including fixtures, furnishings and equipment that will replace, increase or alter to enhance technology, make possible a greater capacity, or make more efficient use of the space.

**No "bundling" of items**. Proposal must be for one proposed project only. Trying to include more than one stand-alone project to make a bigger project for the proposal is discouraged. All elements of the project shall be integrated into the proposed project scope.

**No multi-year requests**. All new requests will be single-phase projects. <u>Single Phase Projects</u> are defined as those which will be completed within 21 months after grant funds are available.

### **CHANGES IN PROJECT SCOPE OR VENUE**

Anything that substantially reduces the scope or character of the funded project is not allowed. Organizations wishing to change the scope or venue of their project must submit a new application, in accordance with application guidelines and calendar, for a subsequent application cycle. Any material changes in project scope or of a variance of 20% or more of total budget **or any one line item**, must receive approval by COCA *in advance* in order to receive further funding.

### PROJECT EXTENSIONS

Grant period extensions may be requested by the applicant. An extension of the completion date must be requested at least 30 days prior to the end of the grant period. COCA may approve extensions not to exceed 120 days for any project unless the Grantee can clearly demonstrate extenuating circumstances.

An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were hired. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant, or failure to raise sufficient matching funds.

To request an extension, grantee must submit written request to COCA at the earliest possible date, or at least two (2) months in advance of the project end date. Request must include: project title and brief description, award amount, requested amount of time for extension (number of days/months) and

explanation for extension request. The request must include any project scope changes and budget impact related to the extension.

The extension request will come before COCA for consideration. If approved, the grant is considered in "current" standing. The length of time awarded by the approved request extends the project grant period accordingly, and a contract amendment will be issued. If any follow-up information is requested, this becomes part of the grant requirements and must be completed to maintain current status.

### LEASE AND LAND REQUIREMENTS

Applicant organizations must document ownership or undisturbed use as follows:

1. Legal proof of unrestricted ownership of land and building. Unrestricted shall mean unqualified ownership and power of disposition. Property that does not meet the unrestricted ownership criterion will not be eligible for match. Documentation may include a deed, title, or copy of a recent tax statement. Provisional sales contracts, binders, or letters of intent are not acceptable documentation of ownership. **OR** 

2. Undisturbed use of property for a specific period of time. This specific period of time must begin no later than the deadline date for the application in which funding is requested, and must continue for the minimum period of time required according to the Project Scope. For building renovation or construction, the remaining lease term must allow for a minimum of ten (10) years' public access to the facility, under normal operating hours, beyond the completion date of the proposed project.

Documentation must include:

 $\Box$  an executed copy of a lease with applicant, and

□ □ a written explanation of any easements, covenants, or other conditions affecting the

use of the site or facility, or both.

***Important**: The length of the lease is measured from the remaining term as of the date of application. Provisional extensions to meet the minimum lease requirement are not acceptable. All original and executed lease extensions must be submitted with the application.

### LEASE CHECKLIST

**CHECKLIST FOR LEASE** 

THE FOLLOWING CHECKLIST WILL INDICATE THAT THE AUDITORIUM OR MUSEUM IS ELIGIBLE TO APPLY FOR THESE FUNDS IF ALL THE ITEMS BELOW ARE TRUE.

 $\Box$  The underlying fee simple ownership will be by a government entity, who will be the Landlord under the Lease.

The Lease may provide a right to the Tenant to construct improvements, but for said constructed improvements and other improvements on the property, they cannot be materially modified without the approval of the Landlord. The Lease may authorize the Tenant to apply for TDT Dollars to be used for improvements and other authorized project-specific expenditures under the TDT guidelines.
 The Tenant must maintain in all respects the improvements and deliver them to the Landlord at the end of the Lease in the same condition as when constructed, reasonable wear and tear accepted.

 $\Box$  If the Tenant is dissolved, that will constitute a default under the Lease and terminate the Lease with any improvements reverting back to the Landlord.

During the term of the Lease, the Tenant may show the value of the improvements on its books, with a note that upon termination, those improvements revert to the Landlord.

 $\Box$  The use by the Tenant for the property and improvements must be agreed upon and will be restricted to a cultural facility use (see "Definitions and Terms"). Tenant may not assign its rights under the Lease without Landlord's approval and the use may not change without Landlord's approval.

#### CHECKLIST FOR SUBLEASE FROM GOVERNMENT ENTITY

THAT IN TURN IS LEASING FROM A PRIVATE SOURCE

When a museum or auditorium building is owned by a not-for-profit organization but situated on land owned by a private source that is leasing to a government entity that is subleasing to the applicant not-for-profit ...

 $\Box$  The term of all Leases and subleases must be for a required number of years, at least equal to the useful life of any improvements to be constructed by the Tenant.

 $\Box$  Language in the Lease Agreement that assures us that auditorium or museum usage will remain for the length of the lease.

□ □ Language in the lease that states that the government entity will become responsible for maintaining the auditorium or museum should the nonprofit default on the lease.

#### For Acquisitions only

Acquisition applicants will be considered exempt from this ownership eligibility requirement. If the application is for an acquisition, the applicant must provide a description of the facility, purchase price, and a letter of intent to sell signed by the seller. Remember, the County will not reimburse the grantee for an expense that was incurred prior to the execution of the Grant Award Agreement. Therefore, the purchase of (closing on) the property or facility (an expense) may not take place prior to the execution of the Grant Award Agreement.

### **ADMINISTRATIVE AND REPORTING REQUIREMENTS**

If a grant is awarded, recipients shall enter into a contractual grant award agreement with Leon County through its fiscal agent, COCA, which specifies the applicant's responsibilities. The applicant shall comply with the administrative and accounting requirements set forth in the grant award agreement, which include but are not limited to:

1. Submission of interim reports at six-month intervals (at a minimum) and a final grant report.

2. The Grantee shall maintain an accounting system that provides for a complete record of the use of all grant and matching funds, including:

(a) Establish an accounting system that records project expenditures by using the same expense categories as those in the original application.

(b) All project documentation must be kept current, and accessible to COCA or Leon County, upon request, and retained for a period of five (5) years after the project and grant reporting requirements have been completed.

### **ENCUMBRANCES AND EXPENDITURES**

Grant recipients must encumber (commit or contract for) all County dollars for the length of the grant period. County funds may not be encumbered or expended prior to the signing of the Grant Award Agreement by all parties.

### **FUNDING ACKNOWLEDGEMENT**

For projects funded wholly or in part by this grant, Applicant organizations must acknowledge COCA and Leon County in signage and media, including digital communications and websites and programs, publications and other printed materials.

Acknowledgment will include the County's, and COCA's logo **and** use of the following statement, as best suited to the collateral design, and at a size that is legible.

Verbiage for acknowledgment is as follows: "This project is funded in part by Leon County Government through the Council on Culture & Arts."

Requests for exceptions to the verbiage or logo compliance may be approved if noticed to COCA in advance of publication deadline.

Acknowledgement to COCA and Leon County must be commensurate with the recognition provided to other contributors and sponsors of the project in any of the following applications:

a. On a permanent sign constructed on the project site;

b. On a temporary signage displayed at the construction site; and

c. In all major publications, printed and digital media

### **INDEMNITY, SAFETY AND INSURANCE REQUIREMENTS**

**Indemnity**. To the fullest extent permitted by law, applicant will defend, indemnify and hold harmless COCA and Leon County from and against all claims, damages, losses and expenditures, including reasonable attorneys' fees and costs, arising out of or resulting from its activities under the Agreement.

**Safety.** Applicant will comply, and will require its contractors (if any) to comply, with all applicable laws, ordinances, rules, regulations, standards and lawful orders from authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

**Insurance.** Applicant shall provide and maintain insurance coverage throughout the term of the contract, or until the completion of the proposed project, whichever is sooner, of such types and in such amounts as may be necessary to protect against misappropriation of the Program funding and damage to or destruction of the improvements purchased or constructed with said funding. Applicant or insuring agent will provide certificates of insurance evidencing said coverage, according to the following requirements:

a. Applicant will have in force the following insurance coverage and will provide Certificates of Insurance to COCA prior to commencing project under the Agreement to verify such coverage. It shall be the responsibility of the Applicant to ensure that all its contractors and subcontractors procure and maintain the insurance coverage outlined below for the duration of the project, unless noted otherwise.

i. **Commercial General Liability** - Applicant will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The insurance policy will list COCA and Leon County as an additional insured, with respect to the Commercial General Liability insurance.

ii. **Commercial Automobile Liability** – Applicant will provide coverage for all owned, nonowned and hired vehicles directly related to the grant project for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

iii. **Workers' Compensation**, if applicable – Applicant will provide coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. Coverage is required in accordance with State of Florida statutory requirements.

iv. **Employee Dishonesty/Crime Insurance** – Applicant will provide coverage greater than or equal to sixty-five percent (65%) of the amount of the Cultural Facilities Program funding.

v. **Payment and Performance Bonds** – The contractor shall execute payment and performance bonds in amounts at least equal to the *current project phase amount* (total amount of the proposed project, not including prior expenditures toward the project, nor is it mandated to cover soft costs, which typically include design, engineering, permitting (DE&P) and project administration) in such form and with such sureties as may be acceptable to the Applicant and COCA. If the surety on any bond furnished by the contractor is declared bankrupt or becomes insolvent or its rights to do business in the State of Florida are terminated, or it ceases to meet the requirements imposed by this agreement, the contractor shall within five (5) business days thereafter substitute another bond and surety, both of which shall be acceptable to the Applicant and COCA. The bonds must remain active throughout all current work related to the proposed project.

NOTE: If an applicant/grantee's project is limited to new equipment installations, a builders' risk or installation floater (inland marine coverage) is acceptable, with the caveat that the policy must include coverage for any damage done to the existing structure caused by the new installation.

vi. **Builders' Risk/Installation Floater** – The contractor shall provide "all risk" property insurance on any construction, additions, and machinery and equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of applicant's final acceptance of said improvements. In the event that the grantee does not work with a contractor on the funded project, the organization must purchase or add Builders' Risk to their current property program (Commercial General Liability). This is a cost that would have to be incorporated into the grant request. The Builders Risk policy must remain active throughout all current work related to the proposed project and must not terminate until the final acceptance of a contractor's work, all vendors' installations, final release of occupancy, and final acceptance at completion of the project has been made by the applicant.

vii. The insurance coverage shall contain a provision that forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to COCA, or 10 days for nonpayment. (These terms are no longer provided on the ACORD standard industry Certificates of Insurance Cancellation, but shall be included in the policy provisions.)

b. Any exceptions to the insurance requirements in this section must be requested in writing by the applicant and approved by COCA. Such a request should include reasons why the applicant is unable or unduly burdened by the requirement it desires reduced or waived.

c. Compliance with these insurance requirements shall not relieve or limit the applicant's liabilities and obligations under this Agreement. Failure of COCA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COCA to identify a deficiency from evidence provided will not be construed as a waiver of the applicant's obligation to maintain such insurance.

**Project Team and Management** - Cultural Facilities Funding projects require very specific usage and project management oversight, and frequently necessitate a contractor, or project manager. In the event that a contractor will not be engaged for the project management, it becomes even more critical to provide roles and responsibilities for the project team, organization staff, and Board of Directors, with regard to the project management.

### FINANCIAL REPORTING

Financial Statements will be required as part of the application. The following chart shows the financial statements required based on the applicants operating budget (unrestricted operating <u>revenue</u>) for most recently completed fiscal year. Please note: No compilation reports will be accepted for audited or reviewed financial statements.

If your organization's unrestricted, operating revenue for the most recent fiscal year was:

#### \$1.5 million or greater

You must submit

- a) Form 990,
- b) Independent, certified audit for most recent fiscal year,
- c) AND current year, board-approved financial statements

#### Between \$500,001-\$1.5 million

You must submit

- a) Form 990 AND
- b) Independent, certified audit, OR
- c) reviewed, financial statements AND current year, Board-approved financial statements

### Less than \$500,000

You must submit

- a) Form 990 AND
- b) Independent, certified audit OR
- c) reviewed financial statements, compiled financial statements OR
- d) Self-reported year-end financial statements signed by the organization's treasurer or accountant AND current year- to- date financial statements

### PANEL MEETING

An independent panel will meet to discuss the applications and ask questions of applicants, if requested. The grant review panel will be assigned and supported by COCA. Applicants will be invited to attend the meeting to answer questions from the panel. No presentations or updates from applicants will be allowed at the panel meeting. After panel discussion at the public panel meeting, each panelist will finalize their scores and submit them for final data entry and ranking. Panel will hold consensus discussion on final scores, ranking, and funding recommendations.

### SCORING, RANKING, AND FUNDING

**Scoring.** The total possible number of points for a grant application is 105. The grant panel's evaluation will be based on the information contained in the application and required attachments. The panel members' individual ratings will be averaged to determine a final score for each application. Applications receiving a score of 75 or higher will be considered for funding.

Bonus Points will be added to the applicant's average score based on the length of the applicant's length of operation. Such length and points shall be determined from the date of incorporation to the date of the application deadline, according to the following rubric:

10 to 15 years – 2 points 15 to 20 years – 3 points More than 20 years – 5 points

Scoring will be Olympic-style, meaning that the high and low score will be dropped and the remaining scores will be averaged together. Scores will be calculated to the thousandths of a point (example: 85.437). For funding consideration, a final score of 75 or greater is required.

**Ranking.** A priority list is determined by the rank order of all proposed projects based on the Olympic average score of each application. The number of applicants funded will depend on the amount of the funding pool available, awarding funding to the highest scoring applications, until the pool is depleted. Any remaining partial request amount will be taken into consideration by the panel as they decide the funding recommendation by consensus.

**Final approval of ranking and funding recommendations.** COCA's Board of Directors and Leon County's Tourist Development Council (TDC) reviews and approves the funding recommendations of the grant panel.

The grant panel will have the flexibility to offer partial funding but not less than 80% of the applicant's request. However, the goal of the program is to fully fund organizations' requests.

### **GRANT PANELIST EVALUATION RUBRIC**

A. Concept (40 Points Total) Q1: Need – 20 Points Q2: Vision – 15 Points Q3: Inspire Excellence – 5 Points

**B. Facility (30 Points Total)** Q4: Process/Design/& Planning – 15 Points Q5: Quality – 15 Points

#### C. Management & Budget (30 Points Total)

Q6: Operational Readiness – 10 Points Q7: Financial Readiness – 15 Points Q8: Care & Stewardship – 5 Points

### PAYMENT SCHEDULE

Reporting and Disbursements Schedule to be determined according to project timeline and drawdown needs, on a project-by-project basis.

• **Report/Disbursement #1 – 25% of award** upon Execution of Award Agreement with required updates

• **Report/Disbursement #2 – up to 65% of award** for 2nd Disbursement (may be more than one Interim report/disbursement, depending on project timeline and project draw-down needs)

**Report/Disbursement #3 – 10% of award** after close of project, final report, including release of liens and documentation of all project expenditures. (**This is on a reimbursement basis.**)

### **DEFINITIONS & TERMS**

**APPLICANT:** a public entity, or a not-for-profit corporation that owns or has the unconditional use of the building to be renovated, expanded, constructed, or equipped, and the site on which it is located.

Legal name of the organization directly responsible for the project and having undisturbed use of the facility at the time of application. Make sure that the street address is included if using a post office box for mailing.

**APPLICANT CASH (MATCH):** This line item is often used to "balance the budget" when expenditures exceed all other revenues listed. For the proposal budget, these are general funds the applicant will dedicate to the project.

**APPLICANT'S FEDERAL EMPLOYER IDENTIFICATION NUMBER:** Must be provided before funds will be released. This is not a State of Florida sales tax exemption number.

**ARCHITECTURAL/DESIGN SERVICES**: Amount paid (or documented in-kind) for total services involved with project. These may include design work, schematics, design development, bidding and negotiation, consultant services, and contract administration by the architect.

**ASSETS:** (see CAPITAL FIXTURES AND EQUIPMENT), items that become affixed to the facility, that add to the value of the facility, and are depreciated over the useful life of the item(s). "Bricks and mortar" refers to purchase of (acquisition), building of (construction) or improvements (renovation or equipping) to the facility. Design and architectural services, feasibility studies, permitting fees, and expenditures of staff for coordination with contractors, preparing bids or rebidding, are often expenses of a facility improvement—considered "soft costs"--but are not assets.

**AUDITORIUM**: a facility open to the public constructed for the purpose of serving public gatherings, including but not limited to performances and concerts.

**BUILDING ACQUISITION**: Amount paid by the applicant for purchasing an *existing building* involved in the project, or documented in-kind value. Use the acquisition date value.

The following restrictions apply:

1) Must be applicant-owned, or to be acquired as part of the grant.

2) Lease value not eligible for match.

3) Must be considered "secure and dried-in" to be valid for building acquisition through Cultural Facilities.

**CAPITAL FIXTURES AND EQUIPMENT:** fixtures and equipment that add to the value or useful life of property with a useful life of at least five years. Generally, capital equipment must be deducted by means of depreciation, amortization or depletion. Capital equipment includes machinery or betterments of a long-term nature. Expenditures that keep property in an ordinarily efficient operating condition and do not add to its value or appreciably prolong its useful life are not capital expenditures. Non-capital expenditure repairs include services such as repainting, tuck-pointing, mending leaks, plastering and conditioning gutters on buildings.

**CAPITAL IMPROVEMENT:** for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

**CONFIRMED MATCHING FUNDS:** resources presently available to designate to the project for which funding is requested (including cash the applicant has on hand, irrevocable pledges, in-kind services, donated services, materials, and other donated assets). Required match amount is one applicant dollar for every one grant dollar. Match is considered confirmed through the completion of the required Match Summary form.

**CULTURAL FACILITY:** for purposes of this application, an auditorium or museum.

**CONCRETE:** May include cast-in-place concrete, architectural cast-in-place concrete formwork, structural precast concrete, and special concrete toppings and finishes.

**CONSTRUCTION OR NEW CONSTRUCTION**: a new building (ground-up building construction) or building addition resulting in increase of air-conditioned square footage by 25% or more.

**CONVEYING SYSTEMS**: May include elevators, moving walkways, wheelchair lifts, and vertical conveyors.

**CONTINGENCY:** An amount budgeted for unanticipated expenditures (i.e., materials, equipment, labor, cost overruns, etc.) based on a percentage of the total expenditures; recommended to budget five (5) percent.

**CORPORATE SUPPORT:** Cash support derived from contributions given for this project by businesses, corporations, and corporate foundations, or a proportionate share of such contributions allocated to this project.

**CULTURAL FACILITIES FUNDING (this grant request):** Enter amount requested from the County on this line.

**DOORS AND WINDOWS:** May include steel, wood, glass, and aluminum doors; frames; automatic or revolving doors; steel, wood, glass, and aluminum windows; decorative or mirrored glass, and door and window hardware.

**ELECTRICAL:** May include wires and cables, transformers and switchgear, panelboards, fuses, disconnect switches and circuit breakers, interior and exterior lighting (including theatrical lighting), fire alarm systems, public address systems, and lighting control equipment.

**ENCUMBRANCE PERIOD:** the 21 month period beginning from the grant program application deadline date during which TDT dollars and match dollars must be obligated to pay for project expenditures.

**EQUIPMENT:** May include such items as theatre and stage equipment (i.e., fly systems, lighting instruments, stage drapes, and projector screens). Note: Do not include expenditures for office equipment.

**EQUIPPING:** the project will outfit a property to a state of increased utility or returning a property to a state of utility through replacement of capital fixtures and equipment; includes fixtures, furnishings, and equipment (FF&E) that will replace, increase or alter to enhance technology, make possible a greater capacity, or make more efficient use of the space. May include theatre and stage equipment (fly systems, lighting instrumentation, drapery, projector screens), and specialties such as built-in storage units, signs, etc., (see Capital Fixtures and Equipment).

Furniture & Office equipment are not allowable expenses with grant funds; and may be matching fund expenditures **only if directly related to the project.** 

**EXISTING BUILDING (see PROJECT):** a building that is considered *secure and dried-in* is eligible for acquisition, renovation or equipping grant requests.

**EXPENSES:** Costs related to purchases of services, furnishings or equipment; or staff time for project coordination, items paid in current fiscal year; versus expenditures which may be capitalized, and are recorded as an asset and depreciated over time.

**FACILITY OWNERSHIP OR LEASE; WHO OWNS THE LAND AND BUILDING?** The question of ownership of the facility to be constructed or renovated must be addressed here. If the facility is being leased, the lessor must be named and the length of the lease must be disclosed. If the application is for the acquisition of a building, clearly indicate such and explain who presently owns the property. Documentation of the intent to sell and the purchase price must be provided in the original application.

**FEASIBILITY STUDY:** research and report conducted and prepared by an independent, professional consultant qualified to measure:

A) Community need for the project;

B) The applicant's ability to raise the needed funds and complete the project; and

C) The applicant's ability to successfully operate the completed facility for at least five years.

**FINISHES:** May include plaster, sheathing, ceramic tile, wood or brick flooring, carpet, painting, and wall coverings, and acoustical treatments such as panel or tile ceilings.

**FISCAL STABILITY:** encompasses the annual financial results of operations, available resources, and the applicant's plan to resolve any deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances. (Note: The fiscal impact this proposed facility project would have on projected operations will be considered.)

**FIXTURES, FURNISHINGS, AND EQUIPMENT (FF&E):** accounting term used in valuing a building. FF&E are movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. These items renovation enhancements that will replace, increase or alter, to enhance technology, that makes possible a greater capacity, more efficient use of the space. These items must be directly related to the project.

**FURNISHINGS:** May include casework, window treatment hardware, louver blinds, and theatre seating. These items must be directly related to the project.

**FURNITURE:** items that are not affixed to the building despite being required for the operation of the building. (Examples: tables, chairs, computers which are used for administrative purposes, equipment that is leased, desks and other office equipment which are used for administrative purposes, rugs, planters, books, etc.) These items must be directly related to the project.

**GENERAL REQUIREMENTS:** Cost may include the following contractor services and expenditures: payment and performance bond(s), field engineering, shop drawings, allowances, construction photographs, quality control, and contract close-out.

**GOVERNMENT ENTITY:** a federal, state, county, municipality, or political subdivision thereof.

**GRANT PERIOD:** the time for the use of the grant award as set forth in the grant award agreement, within 21-month project period from the grant program application deadline.

**IN-KIND CONTRIBUTION:** the documented fair market value of non-cash contributions provided by the grantee or third parties which consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

**LAND ACQUISITION**: Amount paid by the applicant for purchasing land involved in the project, or documented in-kind value of land donated for the project according to a certified property appraiser. Use the acquisition date value. Lease value is not eligible for match.

**LEASE:** a contract by which a rightful possessor of real property conveys the right to use and occupy the property for a period of time in exchange for consideration. With respect to this application, the minimum lease term shall be equal to or greater than the useful life of what is being funded. Only leases in which the lessee is a qualified Applicant, as defined herein, will be considered (except where noted under "Eligibility".

**MASONRY:** May include unit masonry; stone masonry veneer, restoration, and cleaning; and glass masonry assemblies.

**MAINTENANCE RESERVE**: required to designate amount or percentage in operating budget to afford routine and incidental maintenance and repairs. Intent, to refrain from applying for on-going maintenance of current equipment.

**MATCHING FUNDS:** dollars provided by the applicant designated solely for the project. For every one dollar the County provides for the project, the applicant will provide at least one matching dollar. Of these matching funds, at least 50% must be in cash, which may include official award letters for grant commitments and appropriations indicating grant funding. No more than 50% of matching funds may be in-kind contributions and/or irrevocable pledges.

A minimum of one-to-one-dollar match is required, but all funding –outside of the County's Cultural Facilities Funding requested (or granted) – will be considered matching funds.

**MECHANICAL:** May include pumps, motors, sprinkler systems, plumbing fixtures, water heaters, HVAC pumps and controls, boilers, furnaces, liquid coolers and evaporators, air-conditioning units, humidifiers, fans, metal ductwork, and air filters.

**METALS:** May include structural steel, metal fabrication, metal stairs, pipe and tube railings, gratings, and ornamental metalwork.

**MINORITY:** a lawful, permanent resident of Florida who is: An African American, A Hispanic American, An Asian American, A Native American, or An American Woman [288.703(3), Florida Statutes]. At least 51 percent of the organization shall be owned or governed and operated by the identified minority person(s) or persons with disabilities.

**MULTI-PHASE PROJECT:** a project that consists of several stages or segments. Only single-phase projects may be requested for grant funding.

**MUSEUM:** For the purposes of this grant application, a museum is defined according to the State of Florida, Division of Cultural Affairs, definitions below:

**Art Museum:** A department or Agency of the local state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of collecting, exhibiting and caring for visual artwork as well as sponsoring and producing visual art programs.

**Historical Museum:** a department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of collecting, exhibiting, and caring for artifacts and other objects of intrinsic historical value as well as sponsoring and producing programs that are related to the historical resources of Florida.

**Science Museum:** A department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of sponsoring, producing and exhibiting programs for the observation and study of various types of natural science and science technology. This definition includes, but is not limited to: arboretums, botanical gardens and nature centers, museums of science, science-technology centers and planetariums.

**NEW APPLICATION:** an application that has not previously been recommended for funding, or an application for which funding has been recommended, but requires a change in project scope or venue.

**NEW CONSTRUCTION:** a new building (ground-up building construction) or building addition resulting in increase of air-conditioned square footage by 25% or more.

**NON-MATCHING COUNTY FUNDS:** What other non-matching Leon County funds will go into the project? This means are there other monies (in-kind contributions, pledges, or cash) which will be used for the project but which you are not counting as matching funds. Identify the source and amount of these funds.

**OPERATING FORECAST:** fundraising and operating plans for project completion and sustainability (projecting at least five (5) years out.)

**OTHER LEON COUNTY GRANTS:** Are the matching funds in the grant application being used to match any other Leon County grants? While it may be permissible to use your match dollars to match grants from other County agencies), it is not permissible for you to use the cultural facilities match dollars to match any other Leon County grant.

**PLANNING:** the preliminary development of architectural, engineering, and other technical services necessary to carry out the project.

**PRIMARY POINT-OF-CONTACT PERSON:** Indicate the name and title of the person who will be responsible for supervision of the project and administration of the grant. All correspondence concerning this application will be addressed to this Person. It shall be the responsibility of the applicant to notify COCA of any change.

**PROJECT:** the acquisition or renovation of existing buildings, or the construction of new buildings, or the acquisition of equipment for a building to be used for cultural activities.

PROJECT LOCATION: Physical address of project.

**PROJECT TITLE:** Include the type of project proposed (for example: Education Wing: Renovation). If the applicant name is different than the facility name, the facility name should be added to the title. Do not repeat the applicant name in the project title.

**PUBLICLY OWNED:** owned by a government entity, as defined herein, either through fee simple or lease, such that the government entity has control and undisturbed use of the property for a period to begin before the date the application is submitted and continuing uninterrupted to a date that encompasses

the end of the useful life of the capital fixture, equipment, renovation, expansion or construction for which the application is submitted.

**RENOVATION:** the act or process of giving a building/property a state of increased utility or returning a building/ property to a state of utility through repair, addition, or alteration that makes possible a more efficient use.

**RESIDENT COUNTY OF PROJECT:** The project must be located in Leon County.

**SITE CONSTRUCTION:** May include: building demolition, site clearing, sewerage and drainage, underground ducts and utility structures, termite control, irrigation systems, earthwork, and landscaping.

SPECIAL CONSTRUCTION: May include X-ray protection, and metal building systems.

**SPECIALTIES:** May include louvers and vents, signs, lockers, metal storage shelving, partitions, and mobile storage units.

**THERMAL AND MOISTURE PROTECTION:** May include waterproofing, fireproofing, shingles and roofing, siding, and sealants.

**TOTAL AMOUNT REQUESTED FROM LEON COUNTY:** This means the total amount of money being requested for Cultural Facilities Grant Funding.

**TOTAL IN-KIND CORPORATE SUPPORT (MATCH):** All documented non-cash contributions provided to the applicant by corporate parties. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the proposed project or program.

**TOTAL IN-KIND FEDERAL GOVERNMENT SUPPORT (MATCH):** All documented non-cash contributions provided to the applicant by units of the federal government. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program. *NOTE: The fair market value of any in-kind contribution must be documented to be eligible as matching funds. The applicant should keep receipts or other signed statements.* 

**TOTAL IN-KIND LOCAL GOVERNMENT SUPPORT (MATCH):** All documented non-cash contributions provided to the applicant by other units of government. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

**TOTAL IN-KIND PRIVATE SUPPORT (MATCH):** All documented non-cash contributions provided to the applicant by individuals and non-corporate, non-government parties. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

**TOTAL IN-KIND STATE GOVERNMENT SUPPORT (MATCH):** All documented non-cash contributions provided to the applicant by other units of state government. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

**TOTAL LOCAL GOVERNMENT SUPPORT (MATCH):** Cash support derived from grants or appropriations given for this project by city or other local government agencies, or a proportionate share of such grants or appropriations allocated to this project. **Note: If the applicant is a city or other local** 

government agency, their cash support should be shown under Applicant Cash and explained in the Budget Detail.

**TOTAL FEDERAL GOVERNMENT SUPPORT (MATCH):** Cash support derived from grants or appropriations given for this project by agencies of the federal government, or a proportionate share of such grants or appropriations allocated to this project. The inclusion of an official "Award Letter" may allow the award amount to be counted as "cash-on-hand" even if the award check has not yet been received.

**TOTAL PRIVATE SUPPORT (MATCH).** Private donations, including foundation grants, given for this project, or a proportionate share of such grants allocated to this project, and cash donations.

**TOTAL STATE GOVERNMENT SUPPORT (MATCH):** Cash support derived from grants or appropriations given for this project by the Florida Department of State Division of Cultural Affairs or other Florida State government agencies, or a proportionate share of such grants or appropriations allocated to this project. The inclusion of an official "Award Letter" may allow the award amount to be counted as "cash-on-hand" even if the state check has not yet been received.

TYPE OF ORGANIZATION: Indicate the legal status of the applicant entity.

**TYPE OF PROJECT:** Indicate appropriate project category: Renovation, Construction, Acquisition or Equipping of Cultural Facilities.

**UNDISTURBED USE:** that the building to be renovated, expanded, or constructed, and the site of such building, will be owned by, or will be under lease to, the applicant *by the date of the application submission*, and that the use of the site and building will be unencumbered by covenants, easements, or other conditions contrary to the purpose of the project.

**WOOD AND PLASTIC**: May include rough carpentry, finish carpentry, interior and exterior architectural woodwork, panelwork, and plastic fabrications.

Expenditures may include the actual amount to be paid or the value of the in-kind contribution.

### **Appendix**

### **SAMPLE APPLICATION**

#### **Statement of Certification and Compliance**

#### **Basic Project information**

- 1. Project Title
- 2. Description of Project
- 3. Project Contacts (name and Email Address)
- 4. Request Amount
- 5. Project Start Date
- 6. Project End Date
- 7. Location of Project (must be in Leon County)
- 8. Eligibility Applicant Category
- Project Purpose
   Acquisitions _____ New Constructions _____ Renovation _____ Equipping
   Organization Name
- 10. Organization Name
- 11. Incorporation date/years of continuous operational service to the community
- 12. Federal ID #
- 13. Website url for organization or proposed project
- 14. Total Project Amount (Indicate if this is part of a larger, multi-phase project, please give total of entire project)
- 15. Facilities Historical Significance
  - a. Age of the building
  - b. Is the building subject to historical preservation requirements
- 16. Ownership/Lease
  - a. Who owns the building?
  - b. Who owns the land?
  - c. If building is leased to applicant, what is the remaining length of the lease (from the time of application due date)?

#### NARRATIVE QUESTIONS

#### Section A: Concept (40 points)

**Q1)** Need (20 points) (8,000 maximum characters) - Why is the project important *to your community*, and what are the consequence of not doing it, or the opportunities for advancement by completing it. A. Project-specific B. Needs have been shown C. Photos, tables, studies, statistics, and documents permitted (*Upload allowed 2MB*)

**Q2**) **Vision (15 points)** (8K characters) **-**What is the Vision?- Why is the project important *to your mission*, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

#### Q3) Inspire Excellence (5 points) (7,000 maximum characters)

A. Not just about bricks and mortar, but rather what happens there

B. Testimonials of patrons, critics

C. How will project enable further or enhance the artistic excellence of your program?

#### Section B: Facility (30 points)

#### Q4a) Process/Design/ & Planning (15 points) (9,000 maximum characters)

Include:

- Design Planning project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- Provide a timeline of project milestones; include start and end date and key points in between.

**Q4b**) Five (5)-year Operating Forecast (1,000 characters + 1MB upload)

#### Q5) Quality (15 points) (3,000 maximum characters)

Describe how the design, materials, longevity and installation of your proposed project will contribute to your organization's goals and impact."

#### Section C: Management & Budget (30 points)

#### Q6) Operational Readiness (10 points) (4,500 maximum characters)

A. Address the project plans & preparation that is complete/confirmed, give specifics on the items below, or add what is relevant to your project, to demonstrate the project readiness.

#### PROJECT READINESS CHECKLIST

□ □ Architectural Drawings completed? Yes No Explain Details
Design Drawings completed? Yes No Explain Details
Project Team status? Explain Details
Contracted with General Contractor? Explain Status
Historic Preservation Board release issued (if applicable)? Yes No Not Applicable Explain     Details
□ □ Are the land use approvals completed? Yes No Explain Details
Permitting issued? Pre-permit meeting? (or status) Yes No Explain Details
Certificate of Occupancy issued? Yes No Explain Details
□ □ Three bids solicited/received OR explain Yes No Explain Status/Details
□ □ Site preparations Yes No Details/Explain
□ □ Is a (real estate) lawyer consulting on the project? Yes No Explain Details
Are there any third-party restrictions or contingencies? Yes No Explain Details
Does the applicant have a maintenance fund established to support future maintenance and repairs for this facility/equipment? Yes No Explain Details

Requirements, Attachments/Uploads – Upload each of the required attachments.

*Q6a) Minutes from the organization's board meeting authorizing the project for which applicant is applying. (500 char. Response +1MB upload)* 

*Q6b)* Board of Directors, including officers (+1MB upload)

**Q6c)** Project Team, including key staff involved with project (+1MB upload)

Q7) Financial Readiness (15 points) -- Forms & Financial Position

Form A: Certification from Professionals – Architect, Engineer and Contractor – IF no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)
Form B: Project Budget – Summary (for proposed project/phase) – Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)
Form C: Matching Funds & Matching Funds documentation \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at

#### +1MB each upload)

1) 100% match of request amount required at application.

• ____% of cash match (cash in the bank/applicant cash, government appropriations/resolution, State of Florida or other major funders' award notice); ED statement & bank statement required for applicant cash.

- ____% of pledges match (signed donor pledge, signed sponsorship or naming agreement)
- % of in-kind match (statement of value and service to be provided)

• NOTE: A report will be provided to panel that confirms match & backup documentation.

#### **Requirements:**

*Financial Statements* – *a*) *audit and Form 990 and Upload most recent b*) *current year-to-date Financial Statements* (*if audit is more than 1 year old*)-- *both Balance Sheet and Statement of Income & Expenses from same reporting date.* (See p. 13 of Guidelines for exceptions to this requirement).

#### Q8) Care & Stewardship (5 points) (1,500 maximum characters)

A. Care, Maintenance plan

B. Ability to last into the future

C. Your resources dedicated to maximizing the useful life of the project or facility.

*Requirements, Attachments/Uploads* – *Upload the required attachments, if not included within applicant's Nonprofit Search portrait.* 

**Q8)** Long-range or strategic plan (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)

Support Materials: (Optional) – (1,500 maximum characters +3MB upload)

**Proof of Ownership, Lease and/or sublease** with remaining term from date of application, include all addendums. (1,000 maximum characters +3MB upload)

# FY17 CULTURAL FACILITIES MATCHING GRANT PROGRAM TIMELINE

Release guidelines to public March 13, 2017

Grant Application deadline April 28, 2017

Panelists review applications May 5 – June 8, 2017

Grant Panel Review Meeting June 8, 2017

Leon County TDC review and approve grants July 6, 2017

**COCA Board of Directors review and approve grants** July 20, 2017

Leon County Board of County Commissioners review and approve grants September 12, 2017 (anticipated)

> 1st installment of grant funding released to grantees Approximately September 15, 2017

All applications and inquiries concerning the Cultural Facilities Matching Grant Program should be directed to:

Dr. Kevin Carr Grants Program Manager Council on Culture & Arts 816 South Martin Luther King Jr. Blvd. Tallahassee FL 32301 Ph: 850-224-2500 Email: kevin@tallahasseearts.org

# Leon County Board of County Commissioners

Notes for Agenda Item #23

# Leon County Board of County Commissioners

## Agenda Item #23

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Full Board Appointment to the Tourist Development Council

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

#### **Statement of Issue:**

This agenda item seeks the Board's approval to appoint one citizen to the Tourist Development Council for a four-year term.

#### Fiscal Impact:

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

Option #1: The full Board to consider the reappointment of John Kelly to the Tourist Development Council for a four-year term ending October 31, 2021.

#### **Report and Discussion**

#### **Background:**

At its August 23, 2011 meeting, the Board approved the revised process for full Board appointments to Authorities, Boards, Committees, and Councils by having a General Business item prepared to fill vacancies.

#### Analysis:

#### **Tourist Development Council (TDC)**

<u>Purpose:</u> The TDC assists in the development of plans for tourist development in Leon County/Tallahassee and makes recommendations for uses of the tourist development tax revenue.

<u>Composition:</u> The TDC is composed of nine members appointed to four-year terms by the Board of County Commissioners as follows:

- Three members must be owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tourist development tax.
- Three members must be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax.
- One member of the council shall be the Chairman of the Board or any other member of the Board as designated by the Chairman, and who shall serve as vice chairman of the Council.
- Two members of the Council shall be elected municipal officials.

All members must be electors of the County. The number of terms served is not limited in Statute or Ordinance. Vacancies are filled for the remainder of the unexpired term.

<u>Vacancy:</u> The term of John Kelly expires on October 31, 2017. Mr. Kelly is seeking reappointment (Attachment #1) and serves as a member in the following category: owner or operator of motels, hotels or other tourist accommodations in the County and subject to the tax. See Table #1 for eligible applicants.

Vacancy Category	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
John Kelly Owner/operator of hotel subject to tax	10/31/2017	2.	John Kelly (has served one term)	Full Board to make <b>one</b> appointment for a four- year term ending on October 31, 2021.

#### Table #1. Tourist Development Council (TDC) Image: Table #1. Tourist Development Council (TDC)

### **Options:**

- 1. The full Board to consider the reappointment of John Kelly to the Tourist Development Council for a four-year term ending October 31, 2021.
- 2. Board direction.

### **Recommendation:**

Option #1.

#### Attachments:

- 1. Kelly email
- 2. Kelly application

From:	John Kelly <john.kelly@hilton.com></john.kelly@hilton.com>
To:	Chris Holley <holleyc@leoncountyfl.gov></holleyc@leoncountyfl.gov>
Date:	10/2/2017 12:31 PM
Subject:	RE: TDC Term and Reappointment

Yes-would like to continue on the Board.

From: Chris Holley [mailto:HolleyC@leoncountyfl.gov] Sent: Monday, October 2, 2017 12:07 PM To: John Kelly <John.Kelly@hilton.com> Cc: Kerri Post <PostK@leoncountyfl.gov> Subject: TDC Term and Reappointment

Good afternoon John,

Your term with the Leon County Tourist Development Council is set to expire on October 31, 2017. Please confirm whether or not you are interested in seeking reappointment. If so, a response to this email is all that is needed and we will communicate your decision to County Administration and the Board of County Commissioners on serving another term.

Thank you for your service and dedication to the destination!

Sincerely, Chris Holley

Chris Holley II Assistant to the Director Visit Tallahassee A Division of Leon County 106 East Jefferson Street Tallahassee, FL 32301 850-606-2312 www.VisitTallahassee.com<http://www.visittallahassee.com/> "People Focused. Performance Driven"

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

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# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMEN^{Attachment #2} TOURIST DEVELOPMENT COUNCIL

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			LEON	
Applications will be discarded if no appointment is made at	fter two y	years.		No. of Street
Name: John Kelly	[	Date:	11/16/2015	4:06:42PM
	-	-	@hilton.com	
Occupation: GENERAL MANAGER Employer: IB TALLAHAS	SEE/ INP	K BRID	GE	
Preferred mailing location: Work Address Work Address: 101 SOUTH ADAMS				
City/State/Zip: TALLAHASSEE,FL 32301				
Home Address 101 SOUTH ADAMS STREET				
City/State/Zip: TALLAHASSEE,FL 32301				
Do you live in Leon County? Yes If yes, do you live within the City lim	its?	Yes		
Do you own property in Leon County? No If yes, is it located within th		nits?	No	
For how many years have you lived in and/or owned property in Leon County?		6	3 years	
Are you currently serving on a County Advisory Committee? No				
If yes, on what Committee(s) are you a member?				
Have you served on any previous Leon County committees? No If yes, on what Committee(s) are you a member?				
	<u> </u>			
Please indicate your area of expertise. If you have experience in more than one	tiela, pie	ease cr	ieck all that a	рріу.
X Owner or Operator of hotels, motels, recreational vehicle parks, or other to County	ourist acc	commo	dations in the	e
Person involved in the tourist industry and who have demonstrated an interest in tourist development				
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?4 or moreAnd for how many months would you be willing to commit that amount of time?6 or moreWhat time of day would be best for you to attend Committee meetings?Day				
(OPTIONAL) Leon County strives to meet its goals, and those contained in varial maintaining a membership in its Advisory Committees that reflects the diversity of strictly optional for Applicant, the following information is needed to meet reporting those goals. Race: Caucasian Sex: Male Age: 68.00 Disabled? No District:	of the coi ng requir	mmuni	ty. Although	of
In the space below briefly describe or list the following: any previous expect Committees; your educational background; your skills and experience you Committee; any of your professional licenses and/or designations and indi- held them and whether they are effective in Leon County; any charitable or which you participate; and reasons for your choice of the Committee indica SEE ATTACHED RESUME!	i could c icate hov r commu	ontrib w long inity ad	ute to a you have ctivities in	

References (you must provide at lease	Attachment # Page 2 of				
Name: JT BURNETTE Address: 2410 ALLEN RD	Telephone: 850-339-7879				
Name: KIM RIVERS Address: 2410 ALLEN RD	Telephone: 850-508-0261				
IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP AS A MEMBER OF AN ADVISORY COMMITTEE. YOU WILL BE OBLIGATED TO FOLLOW ANY					

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? Do you know of any circumstances that would result in you having to abstain from voting on a Committee due

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: John Kelly

This application was electronically sent: 11/16/2015 4:06:42PM

No

John William Kelly, CAM 1419 West Lakeshore Drive Clermont, Florida 34711 352-874-2426 John.Kelly@Hilton.com

#### SUMMARY OF QUALIFICATIONS

Extensive General Manager experience working for Hyatt, Carlson, and, at present, Doubletree, a member of the Hilton Family of Brands. In addition, eight years of vacation ownership, working for the Wilson Family as Vice President/General Manager of Orange Lake Resort and Country Club. Specific strengths include the ability to drive end results of the business while ensuring excellent customer service scores. I make the Balance Score Card work.

#### WORK HISTORY

#### 2008 – Present

#### General Manager – Doubletree by Hilton Tallahassee

My role is designed to drive bottom line profits through efficient cost control measures and new revenue development.

- Lead in the development of short and long-term financial and operational goals of the hotel
- Insure that guest satisfaction is consistently obtained and maintained
- Ability to supervise, train, and motivate hotel staff and key management
- Knowledge of hotels and operating departments
- Direct Sales, Catering and all revenue management staff
- Involved with the local community and Florida State University

#### February 2007 to May 2008

### General Manager – Carlson Hotels Worldwide Task Force

Radisson Hill Country Resort and Spa, San Antonio, TX Country Inn & Suites by Carlson, San Diego, CA Radisson Plaza Lord Baltimore, Baltimore, MD

• Returned to work with former company, Carlson Hotels Worldwide, performing special assignments, all in the role of General Manager.

### September 1998 to November 2006

### Vice President/General Manager – Orange Lake Resort & Country Club, Kissimmee, FL

Orange Lake Resort & Country Club (<u>www.orangelake.com</u>) is the world's largest single-site vacation ownership resort with 1,300 acres consisting of 2,300 condominium units. In April 2002, Orange Lake was singled out as the industry's most outstanding timeshare resort by the American Resort Development Association (ARDA). It is the first resort in the world to receive the ARDA

Circle of Excellence Project of Excellence Award from the 1,000-member industry standardssetting organization. The award is based on a resort's overall excellence in areas including owner/guest satisfaction, resort accommodations and amenities, and community involvement.

- Directly and indirectly responsible for more than 900 employees who work within Resort Operations.
- Extensive experience dealing with owners and boards of directors.
- Certified Community Association Manager since 2001, necessary for the timeshare industry.

### February 1994 to September 1998

### General Manager – Radisson Mart Plaza Hotel, Miami, FL

- Mix-use complex hotel, merchandise mart, exhibit and convention center
- President's Award three consecutive years.

### March 1988 to February 1994

### General Manager – Radisson Plaza Hotel Minneapolis, Minneapolis, MN

- Flagship hotel for Radisson Hotels International mix-use complex of hotel, office, and retail space.
- Carlson Fellow Award Employee of the Year from among 90,000 Carlson Companies Employees, Radisson's parent company.
- Radisson Hotel Manager of the Year 1988

### May 1986 – March 1988

### General Manager – Radisson Plaza Hotel, Austin, TX

• Brand new construction – opening General Manager of a mix-use complex of hotels, offices, condominiums and retail projects.

### August 1984 - May 1986

### General Manager – Radisson Plaza Hotel, Lexington, KY

• 370-room luxury hotel – mix-use complex of hotel, condominiums, offices and retail area.

### June 1982 – August 1984

### General Manager – Hyatt Regency New Brunswick, New Brunswick, NJ

• Directed the opening of this new 286-room hotel.

### EDUCATION

- Wisconsin State University Whitewater
  - Bachelor of Business
  - Marketing/Economics

### OTHER

- Adjunct Professor Dedman School of Hospitality, Florida State University
- Community Association Manager (CAM) License 2001 through 2013

### PERSONAL REFERENCES AVAILABLE UPON REQUEST