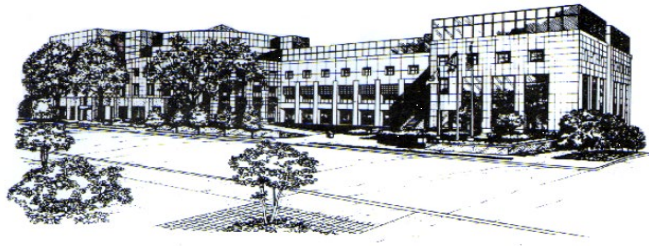


BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA REGULAR MEETING

**Tuesday, May 14, 2019
3:00 p.m.**

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



COUNTY COMMISSIONERS

Jimbo Jackson, Chairman
District 2

Bryan Desloge, Vice Chair
District 4

Kristin Dozier
District 5

Mary Ann Lindley
At-Large

Nick Maddox
At-Large

Rick Minor
District 3

Bill Proctor
District 1

Vincent S. Long
County Administrator

Herbert W.A. Thiele
County Attorney

The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Commission meeting agendas and minutes are available on the Leon County Home Page at: www.leoncountyfl.gov.

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

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

Board of County Commissioners

Leon County, Florida

Agenda

Regular Public Meeting

Tuesday, May 14, 2019, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Reverend Wayne Curry

Pledge of Allegiance by Commissioner Rick Minor

AWARDS AND PRESENTATIONS

- Proclamation Recognizing the Week of May 19-25, 2019 as Public Works Week
(Chairman Jimbo Jackson)
- Proclamation Recognizing Perinatal Mental Health Awareness Week
(Commissioner Lindley)
- Proclamation Recognizing Charlotte Stuart Tilley for Raising Local Awareness on Climate Change
(Commissioner Minor)
- Proclamation recognizing Tall Timbers for their report, “The Economic Impact of the Red Hills Region’s Quail Hunting Lands of North Florida & Southwest Georgia”
(Commissioner Desloge)
- Presentation on the Tobacco Free Leon Partnership and the Students Working Against Tobacco Initiative
(Tobacco Free Leon Partnership and Students Working Against Tobacco)

CONSENT

1. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
2. Financial Advisor Services
(County Administrator/ Office of Financial Stewardship)
3. Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Enacting the Recodified Leon County Code of Laws for June 18, 2019 at 6:00 p.m.
(County Administrator/ County Attorney)
4. Reject all Bids for Solicitation BC-04-11-19-09 , the Leon County Detention Center Roof Replacement Project
(County Administrator/ Public Works/ Purchasing)
5. Second Performance Agreement and Surety Device for Dempsey Office Park
(County Administrator/ Public Works)
6. Installation of a Community Marker in the Oak Ridge Neighborhood
(County Administrator/ Public Works)

7. Florida Department of Transportation Grant for the Construction and Construction Engineering Inspection of Safety Improvements on Old Bainbridge Road at Knots Lane
(County Administrator/ Public Works)
8. Florida Department of Transportation Grant for the Construction and Construction Engineering Inspection of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line
(County Administrator/ Public Works)

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

- None

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; there will not be any discussion by the Commission.

GENERAL BUSINESS

9. Ratification of the April 23, 2019 Fiscal Year 2020 Budget Workshop
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
10. Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Providing for a Code of Ethics for June 18, 2019 at 6:00 p.m.
(County Administrator/ County Attorney)
11. Consideration of Entering into Interlocal Agreement between Leon County, Florida and the Gulf Consortium for Provision of Certain Legal Services
(County Attorney)
12. Consideration of Funding for Additional Free and Family-Oriented Concerts at the Capital City Amphitheater
(County Administrator/ County Administration/ Division of Tourism)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

13. Joint County/City Adoption Hearing on the 2019 Cycle Large-Scale Map and Text Comprehensive Plan Amendments
(County Administrator/ PLACE/ Planning)
14. First and Only Public Hearing to Consider a Third Amendment to the Southwood Integrated Development Order
(County Administrator/ Development Support & Environmental Management)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Housing Finance Authority of Leon County Annual Report for Fiscal Year 2017-2018
- Canopy Community Development District Meeting Minutes of August 21, 2018
- Canopy Community Development District Meeting Minutes of October 2, 2018
- Canopy Community Development District Meeting Minutes of November 6, 2018

ADJOURN

*The next Regular Board of County Commissioner's meeting is scheduled for
Tuesday, May 28, 2019 at 3:00 p.m.*

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

PUBLIC NOTICE

Leon County Board of County Commissioners 2019 Tentative Meeting Schedule

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

Date	Day	Time	Meeting
January 22	Tuesday	3:00 p.m.	Regular Board Meeting
February 12	Tuesday	3:00 p.m.	Regular Board Meeting
February 26	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
February 26	Tuesday	3:00 p.m.	Regular Board Meeting <i>Cancelled</i>
March 12	Tuesday	3:00 p.m.	Regular Board Meeting
March 12	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2019 Cycle Comprehensive Plan Amendments</i>
April 9	Tuesday	3:00 p.m.	Regular Board Meeting <i>Cancelled</i>
April 23	Tuesday	9:00 a.m.	<i>Budget Policy Workshop</i>
April 23	Tuesday	3:00 p.m.	Regular Board Meeting
May 14	Tuesday	3:00 p.m.	Regular Board Meeting
May 14	Tuesday	6:00 p.m.	<i>Adoption Hearing on 2019 Cycle Comprehensive Plan Amendments</i>
May 28	Tuesday	3:00 p.m.	Regular Board Meeting
June 18	Tuesday	9:00 a.m.	<i>Budget Workshop</i>
June 18	Tuesday	3:00 p.m.	Regular Board Meeting
July 9	Tuesday	9:00 a.m.	<i>Budget Workshop (if necessary)</i>
July 9	Tuesday	3:00 p.m.	Regular Board Meeting
September 10 17	Tuesday	3:00 p.m.	Regular Board Meeting
September 10 17	Tuesday	6:00 p.m.	<i>First Public Hearing on Tentative Millage Rate and Budgets</i>
September 24	Tuesday	3:00 p.m.	Regular Board Meeting
September 24	Tuesday	6:00 p.m.	<i>Second Public Hearing on Final Millage Rate and Final Budgets</i>
October 15	Tuesday	3:00 p.m.	Regular Board Meeting
October 29	Tuesday	3:00 p.m.	Regular Board Meeting
November 12	Tuesday	3:00 p.m.	Regular Board Meeting
December 10	Tuesday	3:00 p.m.	Regular Board Meeting
December 9 January 27	Monday	9:00 a.m.	Board Retreat

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

Month	Day	Time	Meeting Type
January 2019	Tuesday 1	Offices Closed	NEW YEAR'S DAY
	<i>Monday 7 – Tuesday 8</i>		<i>FAC New Commissioner Workshop Alachua County; Gainesville, FL</i>
	Tuesday 8	No meeting	BOARD RECESS
	<i>Thursday 10 & Friday 11</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 15	1:30 p.m. <i>Cancelled</i>	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 21	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule
February 2019	Friday 1	2:00 p.m.	Leon County Legislative Delegation Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 5, Building and Construction Regulation, to Address the Requirements for Tiny Houses
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Gaines Street Right-of-Way Encroached Upon by Waterworks Property
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 26	1:00 p.m.	Joint City/County Workshop on the 2019 Cycle Comprehensive Plan Amendments
		3:00 p.m. <i>Cancelled</i>	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 28	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
March 2019	<i>Saturday 2 – Wednesday 6</i>		<i>NACO Legislative Conference Washington, DC</i>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2019 Comprehensive Plan Amendments
		6:00 p.m.	First and Only Public Hearing to Consider the Second Amendment to Southwood Integrated Development Order
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 27</i>	<i>7:30 a.m. – 7:00 p.m.</i>	<i>FAC Legislative Day Challenger Learning Center, Tallahassee, FL</i>
	Friday 29	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
April 2019	Tuesday 9	3:00 p.m. <i>Cancelled</i>	Regular Meeting County Courthouse, 5th Floor Commission Chambers

Month	Day	Time	Meeting Type
April 2019 (cont.)	<i>Thursday 11 & Friday 12</i>	<i>Seminar 3 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 16	9:00 a.m. — 1:00 p.m. 1:30 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat City Commission Chambers
	Tuesday 23	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending Official Zoning Map to Change Zoning Classification from Single- and Two-Family Residential District (R-3) District to Light Industrial (M-1) District (Tower Rd.)
May 2019	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2019 Comprehensive Plan Amendments
		6:00 p.m.	First & Only Public Hearing to Consider Third Amendment to Southwood Integrated Development Order
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 27	Offices Closed	MEMORIAL DAY
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
June 2019	<i>Tuesday 11 - Friday 14</i>		<i>FAC Annual Conference & Educational Exposition Orange County; Orlando, FL</i>
	Monday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 18	9:00 a.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider Fourth Amendment to the Southwood Integrated Development Order
		6:00 p.m.	<u>First & Only Public Hearing to Consider Adoption of an Ordinance Enacting the Recodified Leon County Code of Laws</u>
		6:00 p.m.	<u>First & Only Public Hearing to Consider Adoption of Ordinance Providing for a Code of Ethics</u>
	Thursday 27	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
July 2019	Thursday 4	Offices Closed	INDEPENDENCE DAY
	Tuesday 9	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Thursday 11 - Monday 15</i>		<i>NACo Annual Conference Clark County; Las Vegas, Nevada</i>
	Tuesday 23	No Meeting	BOARD RECESS
	<i>Wednesday 24 – Saturday 27</i>		<i>National Urban League Annual Conference Indianapolis, Indiana</i>
August 2019	<i>Friday 16 - Sunday 18</i>		<i>Chamber of Commerce Annual Conference Amelia Island, FL</i>
September 2019	Monday 2	Offices Closed	LABOR DAY

Month	Day	Time	Meeting Type
September 2019 (cont.)	Thursday 5	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 17 Monday 16	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 19/20*
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 19/20*
	Wednesday 25 – Thursday 26		<i>FAC Innovation Policy Conference Bay County; Panama City Beach, FL</i>
	<i>TBD (typically mid-September)</i>		<i>Congressional Black Caucus Annual Legislative Conference TBD</i>
October 2019	Monday 14	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 15	<u>12:00 -1:30 p.m.</u>	<u>Joint County/City Workshop on the Fundamentals of the Comprehensive Plan</u>
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Sunday 20 – Wednesday 23</i>		<i>ICMA Annual Conference Nashville, TN</i>
	Tuesday 29	1:00 – 3:00 p.m.	Workshop on Leon County Detention Facility Operations
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
November 2019	Monday 11	Offices Closed	VETERAN’S DAY OBSERVED
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 20 – Friday 22</i>		<i>FAC Legislative Conference Broward County; Fort Lauderdale, FL</i>
	Thursday 28	Offices Closed	THANKSGIVING DAY
	Friday 29	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2019	Monday 9	9:00 a.m. – 4:00 p.m.	Board Retreat TBD Rescheduled to January 27
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 12	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 25	Offices Closed	CHRISTMAS DAY
January 2020	Wednesday 1	Offices Closed	NEW YEAR’S DAY
	Tuesday 7	No Meeting	BOARD RECESS
	Monday 27	9:00 a.m.- 4:00 p.m.	Board Retreat – Location TBD

Citizen Committees, Boards, and Authorities

Current and Upcoming Vacancies

leoncountyfl.gov/committees

CURRENT VACANCIES

Advisory Committee on Quality Growth

Board of County Commissioners (2 appointments)

Board of Adjustment & Appeals

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

UPCOMING VACANCIES

MAY 31, 2019

Advisory Committee on Quality Growth

Board of County Commissioners (7 appointments)

JUNE 30, 2019

Architectural Review Board

Board of County Commissioners (2 appointments)

Board of Adjustment and Appeals

Board of County Commissioners (1 appointment)

CareerSource Capital Region Board

Board of County Commissioners (1 appointment)

Planning Commission

Board of County Commissioners (1 appointment)

JULY 31, 2019

Investment Oversight Committee

Board of County Commissioners (2 appointments)

Leon County Educational Facilities Authority

Board of County Commissioners (1 appointment)

Water Resources Committee

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

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

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

SEPTEMBER 30, 2019

Council on Culture & Arts

Board of County Commissioners (3 appointments)

Housing Finance Authority of Leon County

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

Science Advisory Committee

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

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

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

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

Board of County Commissioners (3 appointments)

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

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

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

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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #1

Leon County Board of County Commissioners

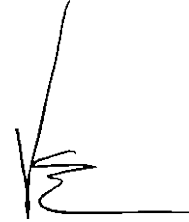
Agenda Item #1

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers



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

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted May 14, 2019 and pre-approval of payment of bills and vouchers for the period of May 15, 2019 through May 27, 2019.

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for May 14, 2019 and pre-approve the payment of bills and vouchers for the period of May 15, 2019 through May 27, 2019.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the May 14th meeting, the morning of Monday, May 13, 2019. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Analysis:

Due to the Board not holding a regular meeting until May 28, 2019, it is advisable for the Board to pre-approve payment of the County's bills for May 15, 2019 through May 27, 2019 so that vendors and service providers will not experience hardship because of delays in payment. OMB will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills and vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for May 14, 2019 and pre-approve the payment of bills and vouchers for the period of May 15, 2019 through May 27, 2019.
2. Do not approve the payment of bills and vouchers submitted for May 14, 2019, and do not pre-approve the payment of bills and vouchers for the period of May 15, 2019 through May 27, 2019.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners

Agenda Item #2

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Financial Advisor Services



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

Statement of Issue:

This item seeks an extension of the of Financial Advisor Services Agreement with Public Financial Management Inc. to ensure continuity with County debt service review and management.

Fiscal Impact:

This item has a fiscal impact. Leon County only pays when the firms' services are engaged for specific matters. There are no ongoing expenses.

Staff Recommendation:

Option #1: Authorize the County Administrator to execute an extension of the Financial Services Agreement with Public Financial Management Inc. for three years in a form approved by the County Attorney.

Report and Discussion

Background:

This item recommends extending the existing Agreement for financial advisor services with Public Financial Management Inc. (PFM) for an additional three-year term. Financial advisors provide assistance to the County in issuing debt, evaluating market conditions for possible refinancings and support in working with rating agencies. While the County has not recently issued any long-term debt, PFM has advised on a number of debt refinancings by leveraging a reduced interest rate environment to save the County over \$1.8 million. In addition, PFM has assisted in drafting responses to rating agencies, such as Fitch and Moody's, directly resulting in favorable and increased ratings for Leon County. Specifically, in 2018, Fitch affirmed the General Obligation Bond rating for Leon County at "AA+". In addition, Moody's Investors Services conducted a financial review in January 2018, and provided Leon County a GO rating of Aa2 and stated, "The credit position of Leon County is very good...The financial position of the County is very strong...".

Specific services that the County's current Financial Advisor, PFM, provides to the County are:

- Assist the County in obtaining and maintaining the highest possible credit ratings.
- Assist the County's Financial Advisory Committee in developing an appropriate financing structure for proposed projects to be debt financed.
- Provide advice on the structuring, timing and marketing of bond issues.
- Assist in dealings and coordinate with, bond counsel, disclosure counsel, rating agencies, consulting engineers, printers, and other professional service providers.
- Review and provide input into development of the official statements.
- Arrange for the widest possible distribution of the official statement to bond underwriters and potential investors.
- Consult, as needed, with County staff regarding various financing options or related concerns.

Analysis:

The County entered the current financial advisor agreement in May 2014, and is set to expire May 31, 2019. As part of the Agreement, PFM regularly monitors the debt market and advises the County of opportunities to refinance outstanding debt. Beginning in FY 2021, the County will have one outstanding bank loan that was refinanced in FY 2017. This loan will be paid in full during FY 2024. As PFM has assisted the County with refinancing all its current debt, and is familiar with the County's finances, it is recommended to retain PFM for an additional three-year period under the terms in the current agreement.

While the County does not have any long debt financing planned for the foreseeable future, as part of the Integrated Sustainability Action Plan, the County is evaluating an Energy Savings Contract (ESCO). As part of the ESCO, the County would use energy savings to pay for the replacement of outdated and inefficient building equipment. PFM would provide assistance in evaluating

financing options to best position the County to reduce the cost of borrowing associated with a possible future ESCO project.

Alternatively to extending the Agreement with PFM, an RFP for Financial Advisor Services could be issued. The RFP would be released in May 2019, and a recommendation for rewarding the contract would be brought for consideration at the July 9, 2019 Board meeting.

Options:

1. Authorize the County Administrator to execute an extension of the Financial Services Agreement with Public Financial Management for three years in a form approved by the County Attorney.
2. Direct staff to issue a Request for Proposal for Financial Services.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Public Financial Management Agreement

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and PUBLIC FINANCIAL MANAGEMENT, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County services related to Financial Advisor Services in accordance with: 1) Request for Proposal (RFP), Financial Advisor Services, # BC-03-13-14-25 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME:

The Agreement shall be for a period of two (2) years, commencing on June 1, 2014, and shall continue until May 31, 2016. After the initial two (2) year period, at the sole option of the County, this Agreement may be extended for no more than three additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services.

AGREEMENT BETWEEN LEON COUNTY AND PUBLIC FINANCIAL GROUP, INC.
BC-03-13-14-25

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A The County Project Manager is

Name:	Scott Ross
Street Address	301 S Monroe Street
City, State Zip Code	Tallahassee Florida 32301
Telephone	850-606-5117
E-mail	<u>Rosss@leoncountyfl.gov</u>

B The Contractor's Project Manager is

Name	David M. Moore, Managing Director
Street Address	300 South Orange Avenue, Suite 1170
City State Zip Code	Orlando, Florida 32801
Telephone	407-406-5751
E-mail	moored@pfm.com

C Proper form for an invoice is Mail

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.

F Payment Dispute Resolution Section 14 1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit 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. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

**AGREEMENT BETWEEN LEON COUNTY AND PUBLIC FINANCIAL GROUP,
BC-03-13-14-25**

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and

AGREEMENT BETWEEN LEON COUNTY AND PUBLIC FINANCIAL GROUP, INC.
BC-03-13-14-25

employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

18. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

19. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**AGREEMENT BETWEEN LEON COUNTY AND PUBLIC FINANCIAL GROUP,
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20. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

21. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

22. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

23. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A – Original RFP Solicitation
Exhibit B - Vendors Response
Exhibit C - Tabulation Sheet

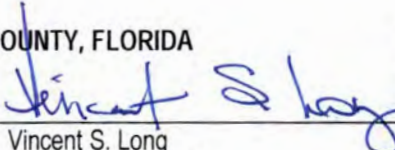
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WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By:



Vincent S. Long
County Administrator



PUBLIC FINANCIAL GROUP, INC.

By:



President or designee

Date:

5.7.14

Title:

Managing Director

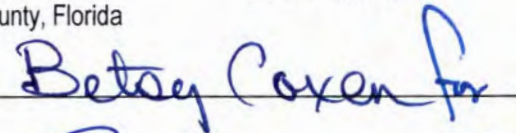
Date:

5/2/14

ATTEST:

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

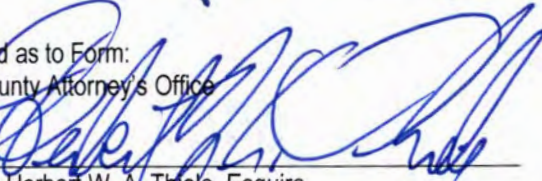
BY:



Betty Coxen for

Approved as to Form:
Leon County Attorney's Office

BY:



Herbert W. A. Thiele, Esquire
County Attorney



REQUEST FOR PROPOSALS

FOR

FINANCIAL ADVISORY SERVICES

PROPOSAL NUMBER BC-03-13-14-25

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA**

Release Date: February 16, 2014

Title: Request for Proposals for Financial Services Advisor
Proposal Number: BC-03-13-14-25
Opening Date: March 13, 2014 at 2:00 PM

I. INTRODUCTION

Leon County Board of County Commissioners "Leon County" is accepting proposals from qualified vendors for the provision of Financial Advisory services to assist the County in the development and implementation of various debt strategies to meet the County's capital financing needs.

Based upon review and consideration by the Selection Committee, the County will select and negotiate with the firm whose proposal is most responsive to the Request for Proposals (the RFP) and in the best interest of the County. **Proposals for joint-venture arrangements will not be considered.** Proposals submitted in response to this RFP must conform to the parameters requested and provide sufficient detail and information to support a complete evaluation of the qualifications of the proposer.

II. GENERAL INSTRUCTIONS:

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

Proposal Number
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual,** all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.

- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/Purchasing/Addenda>

Public Meetings: <http://www.leoncountyfl.gov/Purchasing/PublicMeetingNotices>

Date and Time (all eastern time)	Event
February 16, 2014	Release of the RFP

Title: Request for Proposals for Financial Services Advisor
Proposal Number: BC-03-13-14-25
Opening Date: March 13, 2014 at 2:00 PM

<p>Not later than: March 3, 2014</p>	<p>QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov. Respondents are requested to send the e-mail to both representatives.</p>
<p>Not later than: March 13, 2014 at 2:00 PM</p>	<p>OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308</p>

- D. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly W. Kelley and Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Vendors are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than seven days prior to the date for receipt of proposals, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- E. Prohibited Communications: Any Form of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically

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prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- F. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- G. Proposer Registration: Proposers who obtain solicitation documents from sources other than the Leon County Purchasing Division or DemandStar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division or online through DemandStar.com may cause your submittal to be rejected as non-responsive.

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available online at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

- H. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- I. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Purchasing/TabulationSheets>. A vendor may request, in their submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

- J. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the vendor.
- K. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.

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- L. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- M. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- O. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- P. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- Q. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- R. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

- S. Audits, Records, and Records Retention:

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The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

T. Monitoring:

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting:

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local

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- business as set forth in this section, shall be given a preference in the amount of five percent.
- b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- V. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/addenda>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.
- W. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
- b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

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4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.
- X. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/purchasing/IntendedDecision> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

- Y. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

III. SCOPE OF SERVICES

The County periodically issues debt to finance capital improvement projects. The County may elect to issue various types of debts to finance such projects.

The County will use a financing team consisting of County staff (including County Attorney), external Bond Counsel, Financial Advisor, and Disclosure Counsel. Fixed rate debt issues will be evaluated to determine if negotiated or competitive sale is most advantageous to the County. Variable rate debt may be issued through one or more local government pools.

The County intends to secure the services of a Financial Advisor to serve as consultant and advisor in the implementation of financings related to the County's Capital Improvement Program and in the conduct of business transactions with financial institutions and other service providers in connection with its debt program. The Financial Advisor selected must be able to provide the full scope of services requested and demonstrate extensive experience in preparing and marketing debt issues, as well as overall financial advice. The required services include, at a minimum, the

Title: Request for Proposals for Financial Services Advisor
Proposal Number: BC-03-13-14-25
Opening Date: March 13, 2014 at 2:00 PM

following:

- A. Assist the County's Financial Advisory Committee in developing an appropriate financing structure for proposed projects to be debt financed.
- B. Provide advice on the structuring, timing and marketing of bond issues.
- C. Assist in dealings and coordinate with, bond counsel, disclosure counsel, rating agencies, consulting engineers, printers, and other professional service providers.
- D. Review and provide input into development of the official statements.
- E. Arrange for the widest possible distribution of the official statement to bond underwriters and potential investors.
- F. Consult, as needed, with County staff regarding various financing options or related concerns.
- G. Assist the County in obtaining and maintaining the highest possible credit ratings.
- H. Assist with bid opening or negotiated sales, as applicable, advising on bond market conditions, computing accuracy of bids received, and preparation of formal recommendation on acceptability of preferred offer.
- I. Assist with bond/loan closings.
- J. Assist with selection of printers, paying agent/registrars, escrow agents, trustees, verification agents and other service providers, as necessary.
- K. Advise the County on proposed and actual changes in tax laws and financial market developments that could affect County debt financing plans.
- L. Attend County Commission meetings, Financial Advisory Committee Meetings and other scheduled County meetings as requested, with reasonable advance notice.
- M. Provide expert testimony at validation hearings.
- N. Assistance in the review and evaluation of the Sunshine State Governmental Financing Commission or other pooled short-term loan programs and any subsequent loan closings.
- O. Assistance in evaluation and procurement of hedging or other synthetic debt instruments.
- P. Assist with the issuance of conduit agency debt issuance.
- Q. Review secondary market disclosure and assist in any event disclosure requirements.

IV. MINIMUM PROPOSAL REQUIREMENTS

- A. To be eligible to qualify as a financial advisor for the County, the primary account representatives assigned to the County's account must meet the following minimum requirements:
 - 1. A minimum of five years of experience in the business of providing financial advisory services to issuers of tax exempt debt.
 - 2. Experience with various debt instruments, including bonds, variable rate debt, and

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hedging alternatives.

3. Experience with credit supports, negotiating interest rates, refunding, and bond insurance.
- B. The minimum criteria for the firm to qualify to serve as financial advisor are:
1. Sufficient qualified staff with previous municipal financing experience. Key staff must be willing and able to respond to the needs of the County in a timely manner, on an on-going basis.
 2. Adequate computer support and technology to meet the needs of the County.
 3. The firm selected to serve the County as financial advisor must agree not to bid, or participate in any syndicate which may bid, on any negotiated or competitive debt issued by the County while the contract is effective. The firm selected will be restricted from participating, as a managing underwriter, in negotiated issues for a period of one year in the event of resignation by the firm as the County's financial advisor.

V. REQUIRED SUBMITTALS

Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As a part of our sustainability program, Leon County is reducing the excess packaging, binders, and waste associated with submittals.

Each Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below.

1. Title Page
 - a. The title page should contain the following:
 - The proposal title and number
 - The name of the proposing firm
 - The name, address and telephone number of the contact person
 - b. Table of Contents
 - The table of contents should include a clear identification of the material included in The proposal, by section and by page number.
 - c. Letter of Transmittal
 - The letter of transmittal should:
 - Be limited to a maximum of two pages;
 - Briefly state the proposer's understanding of the work to be performed; and, give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone and fax numbers.

Section A. Proposing Firm and Personnel Information:

1. Provide a description of your firm's history, ownership, organizational structure, location of its management, experience with Florida law and debt management policies. Include any

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- special expertise which your firm has in any particular segment of the municipal finance industry.
2. Provide the address of the office where the person(s) directly servicing the County's account will be located. Identify the number of partners, managers, supervisors, seniors, and other professional staff located at that office.
 3. Describe your firm's technological capabilities, including computer hardware, software, access to market pricing and any other pertinent information.
 4. Provide resumes of all persons to be assigned to the County, including experience, qualifications, location and contact number. For each individual listed as providing services to the County, please describe in detail the services they will provide or the role they will play.
 5. List at least 3 governmental agencies for which financial advisory services were provided. Indicate the dates (length) of service. Specify the name, title, addresses, and telephone numbers of individuals who may be contacted.
 6. All bidders must list all contracts that have been canceled, terminated, non-renewed, or lost due to unsatisfactory performance within last three (3) years. These contracts shall be reported in the same format as a reference with contact person information as outlined above.

Section B. Experience and Performance Information:

1. Provide a listing of all financings your firm has served on as financial advisor or senior manager since January 1, 2011. For each financing include:
 - a. Date and Name of Issue
 - b. Type of Financing (refunding versus new; competitive versus negotiated)
 - c. Amount
 - d. Purpose of Financing (i.e., electric, water, general obligation, housing, etc.)
 - e. Firm's role (financial advisor, underwriter, senior or co manager)
 - f. Name and telephone number for the senior contact person for each financing
2. In no more than six (6) pages answer the following questions:
 - a. Describe ideas or issues the County should consider in issuing debt
 - b. Describe any innovative programs or ideas which maybe applicable to future County transactions.
 - c. Identify why the County should select your firm to provide financial advisory services.
 - d. What other services can your firm offer in addition to those previously requested?
 - e. Identify any processes, software, mechanisms or other suggestions in fulfilling the requirement presented above.

Section C. Innovation and Customized Work Approach

1. Describe any innovative financial techniques and programs (e.g., customized financial

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- advisory computer analysis services) utilized by your firm as financial advisor and how they might specifically apply to the County. Also, describe how your firm would assist the County in developing and implementing any new financial program. For techniques previously utilized, list the situations in which they were implemented and references.
2. Describe any financing methods and programs that the County does not already use that could enhance its debt issues, maintain its superior credit ratings and preserve its debt issuing capacity.
 3. Many issuers use competitive bidding as an alternative to negotiated sales. What is your view of these competing alternatives? For an Issuers with a strong credit rating, which provides the best prices (lowest yield)? Under which circumstances would you recommend each?
 4. In structuring a bond to be sold competitively, how do you secure information which provides the best prices (lowest yields) while maintaining desirability to investors in current market.
 5. How do you handle the pricing of a bond to be sold through a negotiated transaction? What sources of information would you use and how would you confirm the veracity of the information provided by the underwriter.
 6. Please provide any information or commentary on the pros and cons of internet bidding on competitively sold bonds.
 7. The county is interested in maintaining a relatively uncomplicated debt structure for ease of management and communications with the investment community. At the same time the County desires to maximize flexibility and borrowing capacity. Given these goals, what changes would you suggest to the counties existing debt structure?

A. Compensation

As stated in Part V, Compensation, the County will compensate the financial advisory for on-going services through payment of an hourly rate. In this section of the proposal, the proposer must include the proposed hourly rate and separately, the Per Issue Fee to be charged for competitive, negotiated, and pooled loan transactions. If the proposer has identified other services to be provided, note whether these are included in the above compensation schedule or if there are additional charges. If so, the related fee schedule must be included. Identify whether the proposed fee schedule includes expenses. If not, provide an estimate, or an amount "not to exceed" on an annual basis. (Reference Section VI on page 7)

- 1) Fees: All work performed on behalf of the County not related to the issuance of debt, for which the Financial Advisor will be compensated separately, will be paid at an hourly rate. The proposed hourly rate shall be included in the firm's proposal.
 - 2) Per Issue Fees: The Proposer shall submit to the County a separate fee schedule for assisting with Bonds sold through Competitive Sale, Negotiated Sale and Loans from a pooled program. Conduit Issue Bonds issued by the County or by a separate agency should be listed under a separate fee schedule. (See Section D under VIII. Proposal Structure).
 - 3) Other Service Fees: Identify other financial services that you are proposing to provide and the cost to the County for such services.
- B. Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Minority/Women Business Enterprise Participation Plan; Equal

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Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws; Local Vendor Certification (if applicable)

VI. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Purchasing Division website at: www.leoncountyfl.gov/Purchasing/notices/index.asp and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.

- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.

- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.

- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

1. Experience & ability of the firm.....	30
2. Qualifications of staff	30
3. Local Preference	5
4. Innovation	15
5. Fee structure	<u>20</u>
Total	100

VII. INDEMNIFICATION

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The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

VIII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

- A.
1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
 2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
 3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

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For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

IX. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car)**.
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages **(County is to be named as Additional Insured)**.
 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the

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Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

X. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

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XI. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

XII. AGREEMENT:

After the proposal award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

XIII. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

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PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley, Purchasing Director

Kristin Dozier, Chairman
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

BY _____
(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____
Title: _____
Firm: _____
Address: _____

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating:
Indicate Best Financial Classification:

Business Auto: Indicate Best Rating:
Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating:
Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

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Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers) - General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
 Typed or Printed

Date _____ Title _____
 (Company Risk Manager or Manager with Risk

Authority)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

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AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA")).

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of _____

My commission expires: _____

(Type of identification)

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

RFP Title: Request for Proposals
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Signature of Authorized Representative Date

STATE _____
OF _____
COUNTY _____
OF _____

The foregoing instrument was acknowledged before me _____ day of _____, 20____

By _____ of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has _____ as identification.
produced _____

Return Completed form with supporting documents to: _____
Signature of Notary

Leon County Purchasing Division _____
Print, Type or Stamp Name of Notary

RFP Title: Request for Proposals for
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Title or Rank

Serial Number, if Any

RFP Title: Request for Proposals
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

RFP Title: Request for Proposals for
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley, Purchasing Director

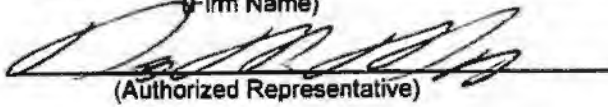
Kristin Dozier, Chairman
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

Public Financial Management, Inc.

(Firm Name)

BY


(Authorized Representative)

David M. Moore, Managing Director

(Printed or Typed Name)

ADDRESS 300 South Orange Avenue
Suite 1170

CITY, STATE, ZIP Orlando, Florida 32801

E-MAIL ADDRESS moored@pfm.com

TELEPHONE 407-406-5751

FAX 407-648-1323

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

ELECTRONIC

Leon County
Proposal for Financial Advisory Services
RFP Number BC-03-13-14-25



Public Financial Management, Inc.
300 S. Orange Avenue
Suite 1170
Orlando, FL
32801-3470

Contact Person: David M. Moore
407-406-5751
407-648-1323 fax
moored@pfm.com

www.pfm.com



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Lincoln
Suite 1170
300 S. Orange Avenue
Orlando, FL
32801-3470

407-648-2208 Exhibit B
407-648-1000 Page 14 of 75
www.pfm.com

March 13, 2014

Shelly W. Kelley
Director of Purchasing
Leon County
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

Dear Ms. Kelley,

The PFM Group ("PFM") is pleased to submit our proposal to continue serving as financial advisor to Leon County, Florida (the "County"). Working with County staff since 2004 has been a great experience, and we appreciate the opportunity to retain your business. As we have previously presented to County staff, potential savings associated with an advance refunding of the County's Series 2005 Capital Improvement Bonds is worth consideration. PFM is prepared to immediately help the County establish parameters for moving forward with the refunding if we are fortunate enough to be selected/retained by the County.

PFM was founded over thirty-five years ago with the goal of creating an independent financial advisory firm with technical resources matching those of the most sophisticated Wall Street investment banks. This commitment continues today. As a result, PFM has grown to be the leading financial advisor in the nation as well as the State of Florida. From the outset, PFM strived to be a financial advisor that was very different from our competitors. PFM's complete independence is significant, but it is just the beginning of our unique qualifications. PFM is the only firm offering a comprehensive scope of services including: strategic consulting, debt management, investment advice and arbitrage rebate services. The County will have full access to take advantage of as many of these services as it desires. We are confident that you will find that the breadth of our experience with local governments and the depth of our financial planning expertise uniquely qualify PFM to serve the County as its financial advisor.

Why should Leon County select PFM as its Financial Advisor?

First and foremost, PFM understands Leon County's needs. The County has a modest amount of debt and desires to maintain a conservative debt structure. PFM structures our day-to-day service to align with the County's needs. For example, we do NOT overwhelm staff with market updates and other data. Rather, we focus on current needs and only present opportunities that are relevant.

Municipal Advisor Regulation under Dodd Frank – Effective July 1, 2014: PFM welcomes the new Municipal Advisor regulations. In fact, for over thirty-five years, PFM has served exclusively as a fiduciary to our clients; consistent with the spirit of the new regulations. As an independent municipal advisor, we are in full compliance with all requirements as set forth under Dodd Frank to serve as the County's Municipal Advisor.

Leading Advisor to Florida Counties: PFM currently serves as financial advisor to numerous other Florida counties including: Alachua, Brevard, Broward, Clay, Collier, Duval (Jacksonville), Flagler, Highlands, Marion, Monroe, Orange, Osceola, Palm Beach, Sarasota, St. Johns, St. Lucie, Volusia and Walton. Working with these entities on a day-to-day basis provides us in-depth knowledge of all the issues facing Florida counties in today's uncertain economic times. As shown in the graphic, PFM served as financial advisor on almost three times as many transactions in

2013 Full Year Florida Long Term Municipal New Issues
National Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
Source: Thomson Reuters





Shelly W. Kelley
March 13, 2014
Page 2

Florida as any of our competitors. This enables PFM to provide a higher level of service than any of our competitors and uniquely qualifies PFM to continue serving Leon County as its financial advisor.

Scope of Services: PFM provides decades of traditional financial advisory experience along with a broad range of complementary services, including investment management, bond pricing, escrow structuring, arbitrage rebate, structured products, public/private partnerships (P3) and strategic consulting such as assistance with budgeting, workforce management and pension issues. Our expertise developing debt management strategies has earned numerous Bond Buyer Deal of the Year awards and more importantly, saved our clients millions of dollars. Since 2005 PFM has helped Leon County and other Florida clients to restructure and refund debt resulting in over \$1 billion in savings (\$825 million PV savings), including reducing debt service by \$75 million in 2014 alone.

Experienced & Broad Team of Professionals: PFM's team is comprised of industry leaders led by David Moore and Jeremy Niedfeldt, who together have over 30 years of experience. Mr. Moore and Mr. Niedfeldt will be supported by Hope Davidson and Pedro Varona. The County will also have access to specialists in PFM's Pricing Group, Strategic Consulting Group, Structured Products Group, and PFM Asset Management as needed.

Local Presence: PFM has the largest independent financial and investment advisory practice in Florida, with more public finance professionals than any of our competitors. PFM has been committed to this market for over a decade, and our top ranking within Florida is evidence of that footprint.

Quantitative Rigor: Among both independent advisory firms and broker/dealers acting as financial advisors, PFM is set apart by our quantitative tools, analytical capabilities and the originality we bring to these tasks. PFM routinely develops client-specific models to provide analysis using unique facts and circumstances that our clients are presented with.

Diversity: PFM has a long standing commitment to diversity both within our organization and when selecting the firms we partner with throughout the country. While PFM is not a certified minority business, minorities and women currently own over 55% of the firm.

Fees: PFM has proposed a fee structure that we believe is reasonable and fair for the level of services the County is accustomed to. We are prepared to negotiate the fees in a manner that is mutually agreeable if we are selected. While our proposed fees may not be the lowest, it is important to understand the full array of services that PFM provides and the overall cost benefit that can be accomplished with PFM as the County's financial advisor. We appreciate that the County will consider the level, detail, scope, and value of our services in considering the fee proposal. Our goal is to create the proper balance of service to provide the most cost effective financial advice. As an example of this approach, the County's most recent two financing processes in 2011 and 2012 (3 deals total) resulted in total FA fees of \$37,500 paid to PFM, well under the contract rate of \$52,500. PFM proposed fees which resulted in \$15,000 savings from the stated contract fees. Very few firms offer discounts without prodding. PFM felt the scope of services required was reduced and reduced our fees accordingly.

PFM appreciates the County's business, and we look forward to serving as Financial Advisor to the County for many more years to come.

Sincerely,

Public Financial Management, Inc.

A handwritten signature in black ink, appearing to read "David M. Moore", written over a light blue horizontal line.

David M. Moore
Managing Director
407-406-5751
moored@pfm.com

A handwritten signature in black ink, appearing to read "Jeremy Niedfeldt", written over a light blue horizontal line.

Jeremy Niedfeldt
Senior Managing Consultant
407-406-5759
niedfeldtj@pfm.com



Section A. Proposing Firm and Personnel Information:



Section A. - 1. Firm Profile

1. Provide a description of your firm's history, ownership, organizational structure, location of its management, experience with Florida law and debt management policies. Include any special expertise which your firm has in any particular segment of the municipal finance industry.

Public Financial Management, Inc. ("PFM") was founded in 1975 to provide independent financial advisory services to the public sector and has done so for 39 years and began providing investment advisory services to public entities in 1980. In 2001, PFM Asset Management, LLC ("PFMAM") was created as the entity through which investment advisory services are provided. PFM and PFMAM make up the PFM Group of companies, as depicted below. Today, the Group is a leading provider of independent financial and investment advisory services with 34 offices and 471 professionals throughout the United States. PFM is owned by its 83 Managing Directors and a private equity investor, ICV Partners (ICV). In May 2009, PFMAM, Public Financial Management, Inc., and all related businesses reorganized under a holding company structure known as PFM I, LLC. This holding company is owned in part by the PFM Group's Managing Directors, principals of the firm who provide and supervise the furnishing of advisory services to governmental and institutional clients, and by a small group of external investors led by ICV Partners, a certified Minority Business Enterprise. Private equity firms like ICV make their investments through limited partnerships that involve outside investors.



PFM is the largest financial advisory firm in the public finance industry with professionals located in every region of the country including three offices in Florida (Miami, Orlando and Largo) staffed with a total of 30 professionals. Our strong Florida presence gives us a better understanding of the local issues and problems affecting our various clients in the state, as well as providing the day-to-day contact needed to properly meet their needs.





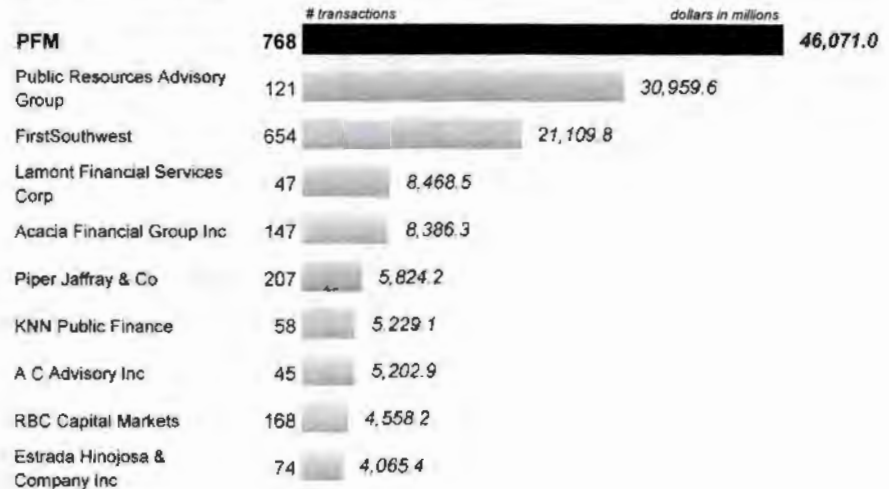
Section A. - 1. Firm Profile

PFM has been the nation's number one ranked financial advisor for sixteen consecutive years completing over 12,000 transactions with a par amount in excess of \$426 billion. In 2013 alone, PFM advised on over 768 transactions with a par amount in excess of \$46 billion.

PFM's First Place Ranking Overall Long Term 1998 - 2013		
Year	Par Amount (billions)	# of Transactions
2013	46,071.0	768
2012	56,923.5	902
2011	39,632.1	758
2010	63,542.1	1,055
2009	56,290.0	882
2008	49,102.0	814
2007	46,477.5	686
2006	38,165.9	741
2005	41,527.1	897
2004	34,862.9	814
2003	39,226.5	898
2002	36,706.3	861
2001	31,593.7	811
2000	18,743.7	511
1999	19,220.7	626
1998	27,146.8	841

"We are what we repeatedly do.
Excellence then, is not an act, but
a habit."
- Aristotle

2013 Full Year Overall Long Term Municipal New Issues
National Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
Source: Thomson Reuters



Although rankings provide a shorthand method of measuring success, the length of service and level of satisfaction we provide our clients is a better measure of true success. At PFM, we view our longstanding association with many of our clients as an affirmation of our ability to service their needs thoughtfully and efficiently. We are committed to ensuring our clients' interests are protected and their goals are achieved.

One key to our success in serving our clients is our ability to leverage our nationwide resources and collaborate broadly throughout the firm. New alternatives that have worked for one client can also apply to another client in a different region. Utilizing our technology, PFM employees communicate daily across our offices and can easily access relevant information in a timely manner. This allows us to leverage our institutional knowledge as a national firm and the lessons learned locally so that we may inform clients of best practices and applications of new techniques.

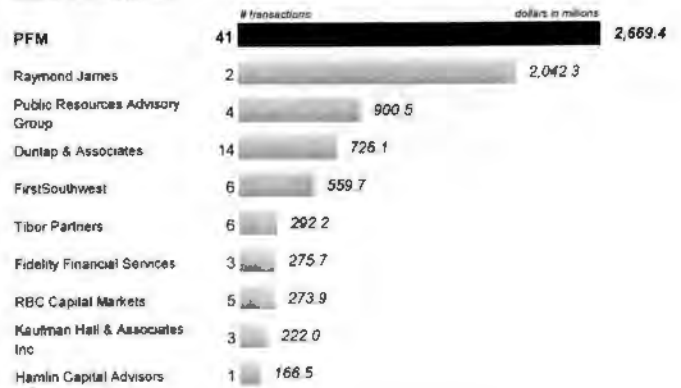


Section A. - 1. Firm Profile

PFM has consistently been the leading financial advisor in the State of Florida. A representative listing of our **current** Florida clients is provided below. In addition, the table to the right shows the number of transactions and par amount of deals completed in Florida, which has resulted in PFM being the #1 ranked financial advisor in Florida each year listed.

We feel that it is our unique blend of national presence, local understanding and commitment, and the ability to offer completely independent financial advice that truly sets us apart from our competitors. To better serve our clients, we continue to add resources to the firm despite the significant turmoil in the financial markets. While our competitors are downsizing, PFM continues to grow in order to better service our clients.

2013 Full Year Florida Long Term Municipal New Issues
National Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
Source: Thomson Reuters



PFM's First Place Ranking Florida Tax-Exempt Long Term 2001 - 2013		
Year	Par Amount (millions)	# of Transactions
2013	2,561.2	38
2012	5,927.3	69
2011	3,184.2	40
2010	2,729.0	48
2009	3,438.0	46
2008	3,947.1	43
2007	4,960.4	61
2006	3,815.8	61
2005	4,101.5	66
2004	2,682.2	50
2003	4,525.0	84
2002	4,059.4	68
2001	2,227.0	40

"We are what we repeatedly do. Excellence then, is not an act, but a habit."
- Aristotle

PFM's Florida Clients

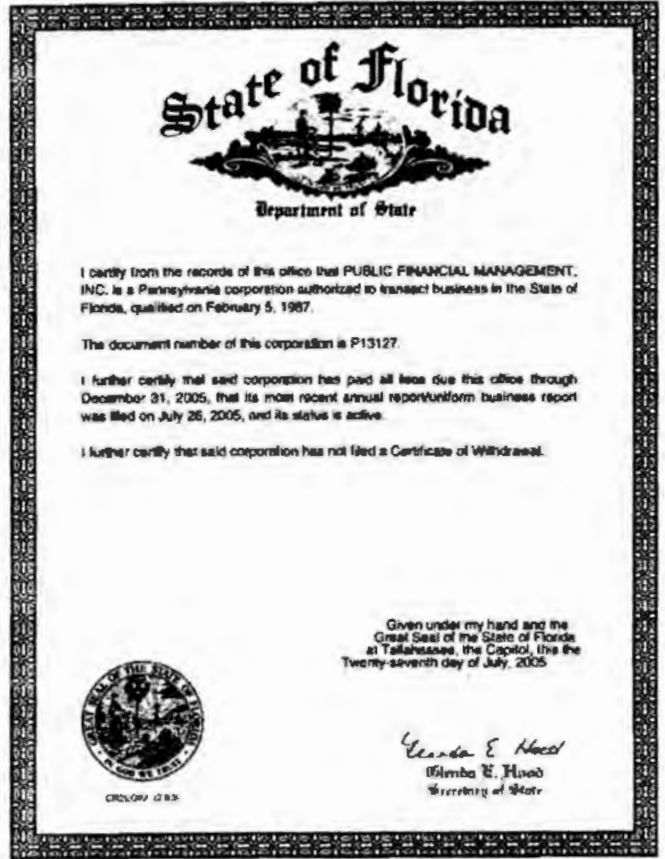
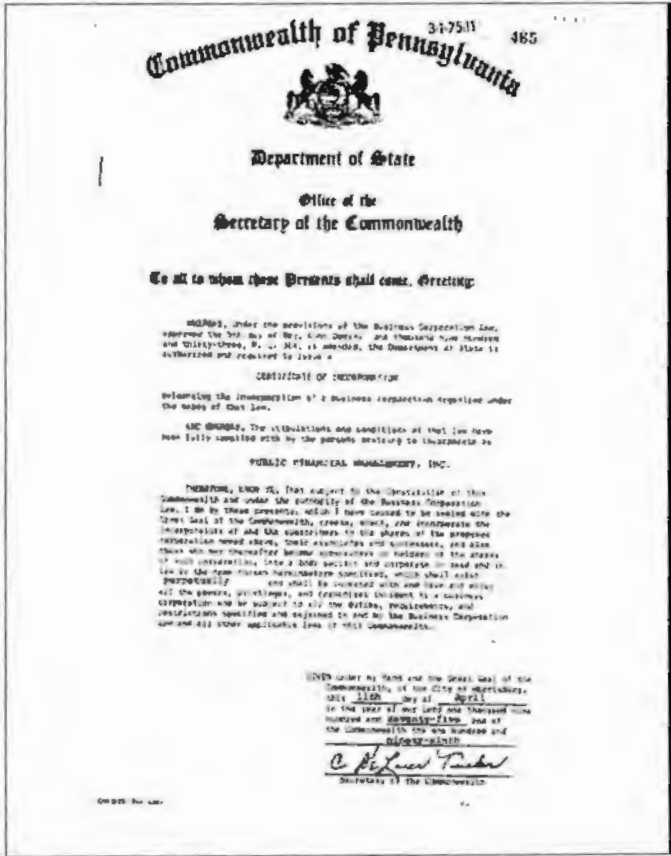
<p>Cities</p> <ul style="list-style-type: none"> Alachua Boca Raton Boynton Beach Brooksville Clermont Cocoa Beach Coral Gables Coral Springs Crystal River Daytona Beach Delray Beach Doral Flagler Beach Gainesville Golden Beach Jacksonville Key West Lake Wales Longboat Key Marco Island Melbourne Melbourne Beach Miami New Port Richey Oldsmar Ormond Beach Palatka Panama City Beach Plant City Plantation Pompano Beach St. Cloud St. Petersburg Sanibel Sebring Stuart Sunrise Surfside Tallahassee Tarpon Springs Titusville West Palm Beach Winter Haven Winter Garden Winter Park Winter Springs 	<p>Counties</p> <ul style="list-style-type: none"> Alachua Brevard Broward Clay Collier Flagler Highlands Leon Marion Miami-Dade Monroe Orange Osceola Palm Beach Sarasota St. Johns St. Lucie Volusia Walton <p>School Districts</p> <ul style="list-style-type: none"> Broward Citrus Columbia Duval Flagler Hernando Lake Manatee Marion Martin Miami-Dade Orange Palm Beach Pasco Sarasota Santa Rosa Seminole Volusia Walton 	<p>Healthcare</p> <ul style="list-style-type: none"> Adventist Health System Jackson Health System Naples Community Hospital North Broward Hospital District OneBlood, Inc. Orange County Health Facilities Authority <p>The State of Florida</p> <ul style="list-style-type: none"> Division of Bond Finance Department of Transportation 	<p>Transportation</p> <ul style="list-style-type: none"> Jacksonville Aviation Authority Jacksonville Seaport Authority Jacksonville Transportation Authority Lee County Port Authority Okaloosa County (Northwest Florida Regional Airport) Orlando-Orange County Expressway Authority Hillsborough County Aviation Authority Tampa Port Authority <p>Higher Education</p> <ul style="list-style-type: none"> Edison State College Embry-Riddle Aeronautical University Flagler College Jacksonville University New College Nova Southeastern University Ringling College of Art and Design Saint Leo University Stetson University University of South Florida University of West Florida <p>Utilities</p> <ul style="list-style-type: none"> Gainesville Regional Utilities Jacksonville Electric Authority Orlando Utilities Commission <p>Other Authorities</p> <ul style="list-style-type: none"> First Florida Governmental Financing Commission South Florida Water Management District Sunshine State Governmental Financing Commission Tampa Bay Water <p>Special Districts</p> <ul style="list-style-type: none"> Alachua Library District Blueprint 2000 Lake Worth Drainage District
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Section A. - 1. Firm Profile

PFM is licensed to conduct business in the State of Florida and is in good standing with the Florida Secretary of State Department. Copies of PFM's charter authorization for the Commonwealth of Pennsylvania and license to do business in the State of Florida are provided below.





Section A. - 2. Office Location

2. Provide the address of the office where the person(s) directly servicing the County's account will be located. Identify the number of partners, managers, supervisors, seniors, and other professional staff located at that office.

PFM's Orlando office will have primary responsibility for the County's account. This office is staffed with 5 Managing Directors/Partners, 1 Director, 6 Senior Managing Consultants, 3 Senior Analysts, 2 Analysts, and 3 Associates.

Public Financial Management, Inc.
300 South Orange Avenue, Suite 1170
Orlando, Florida 32801
407-648-2208
407-648-1323 fax

Engagement Manager:
David M. Moore, Managing Director
407-406-5751
moored@pfm.com

Project Manager / Day-to-Day Contact:
Jeremy Niedfeldt, Senior Managing Consultant
407-406-5759
niedfeldtj@pfm.com



Section A. - 3. Technological Capabilities

3. Describe your firm's technological capabilities, including computer hardware, software, access to market pricing and any other pertinent information.

Technological and Analytical Capabilities

PFM continues to develop and strengthen its cutting edge technically by installing the most advanced telecommunications and rate processing systems available. PFM provides its clients with a diverse and broad array of analytical capabilities. Each team of PFM professionals includes members experienced in credit research, economic analysis, computer programming, municipal bond structuring and refunding techniques. All PFM professionals possess exceptional skills in utilizing financial modeling software and developing sophisticated financial analysis models.

Technology and Resources

PFM maintains sophisticated computer capabilities, both in-house and through various contract services and major time sharing system vendors. Each member of PFM's professional staff is provided with a personal computer with remote transmission capabilities for field use, via Citrix enabled VPN services. All PFM computers are connected through extensive Local Area and Telecommunications Networks. Each Novell File Server in the network has a tape back-up system in place and mission critical applications are backed up by mirror servers and real-time replication in addition to the normal processes. These state-of-the-art networks enable PFM to transmit documents quickly between PFM offices as well as with PFM clients across the nation, enhancing the Firm's creativity and efficiency.

To supplement PFM's in-house financial analysis models, PFM uses DBC; a bond structuring program that optimally sizes and structures debt issues, given any number of constraints. This municipal finance program, which currently constitutes the industry standard, is integrated with other proprietary computer programs written by PFM professionals, and is easily transformed into graphics for presentation purposes.

In addition, PFM makes use of nationally recognized timesharing networks and database management systems including those of: Bloomberg, Securities Data Corporation, Municipal Market Advisors, Thomson Financial, CDA Spectrum and Dow Jones.

PFM uses these timesharing networks and information systems for research and bond market analyses. PFM tracks municipal bond new issue pricings and credit information with on-line access to the Securities Data Corporation's extensive database. PFM also actively tracks secondary market conditions and specific issue trading activities for numerous municipal clients whose debt instruments are actively traded in the secondary market. The variety of technical resources available to PFM allows us to provide flexible customized research and analytical support to our clients in a cost effective manner.

These technological capabilities and training programs make PFM very unique to any of our competitors in the State of Florida.



Section A. - 3. Technological Capabilities







Quantitative Resources

PFM's Quantitative Strategies Group (the "QSG") comprises a group of dedicated professionals whose mission is to develop proactive strategies and tools for all of PFM's business practices. Through the use of advanced financial analysis and commercial and proprietary software, the QSG develops customized solutions to meet the individual quantitative needs of all of our clients. Our extensive quantitative capabilities allow us to provide services which address the full scope of strategic and operational considerations, ranging from capital financing strategies, to strategic planning and budgeting, to investment management strategies. Our Financial Risk Management, Structural Optimization, Refunding Efficiency, Forward Pricing, Other Post-Employee Benefits, and Budget Projection Models, to name a few, assist us in achieving these objectives.

Pricing Group

PFM's Pricing Group was formed over ten years ago with the specific and sole purpose of providing our financial advisory professionals and clients with a centralized source for municipal market pricing expertise. Today our Pricing Group is involved in more transactions than any other financial advisory firm, and has experience equaling or exceeding the largest investment banking firms. This type of expertise is very unique for a financial advisor, in which our only role is to advise you, the issuer, and not represent the interests of the investor community. Today's market conditions make independent pricing expertise even more critical than before.

PFM's Pricing Group uses analytical structuring tools that offer a unique perspective for clients entering the capital markets.

Pricing Resources	
<ul style="list-style-type: none"> ▪ Access to industry market services & data 	
	<ul style="list-style-type: none"> ○ Bloomberg
	<ul style="list-style-type: none"> ○ Municipal Market Advisors
	<ul style="list-style-type: none"> ○ Municipal Market Data
	<ul style="list-style-type: none"> ○ Thomson Municipal Market Monitor (TM3)
	<ul style="list-style-type: none"> ○ SIFMA
	
<ul style="list-style-type: none"> ▪ PFM averages 3 pricings every business day ▪ Experience pricing different types of structures 	

Analytical/Structuring Tools
<ul style="list-style-type: none"> ▪ Call Option Valuation Model ▪ Deep Discount Bond Pricing Analysis ▪ Defeasance/Tender Optimization Model ▪ Transaction Pricing <ul style="list-style-type: none"> ▪ Establish Target Scale ▪ Communicate Pricing Expectations ▪ Negotiate Scale & Pricing Strategy ▪ Review Sales and Market Conditions ▪ Negotiate Final Scale



Section A. - 4. Team Member Resumes

4. Provide resumes of all persons to be assigned to the County, including experience, qualifications, location and contact number. For each individual listed as providing services to the County, please describe in detail the services they will provide or the role they will play.

David Moore, who will be the engagement manager for this relationship, is one of the most seasoned finance professionals in Florida providing financial advisory services to a vast array of counties, cities and school districts managing over \$15 billion of debt transactions during the last 21 years. He is located in the Orlando office and will coordinate a team of professionals that offer specialized expertise in the areas of interest identified throughout the RFP.

Jeremy Niedfeldt, a Senior Managing Consultant in the Orlando office will serve as the project manager and assume day-to-day responsibility for the engagement. Mr. Niedfeldt specializes in Florida municipal finance for counties and cities, and has provided the primary analytical support to Florida clients for the past 8 years.

Marissa Wortman, a Senior Managing Consultant in the Orlando office, will provide senior project support for the engagement. Ms. Wortman specializes in Florida municipal finance for counties, cities, authorities, airports, seaports and colleges and has managed over \$6 billion in financings over the last 12 years.

Hope Davidson and Pedro Varona, Analysts in the Orlando office, will assist both Mr. Moore and Mr. Niedfeldt and provide analytical and technical support for the County's engagement.

David Moore, Engagement Manager

Jeremy Niedfeldt, Project Manager





Section A. - 4. Team Member Resumes

David M. Moore
Managing Director
Head of Southern Practice
Engagement Manager
407-406-5751

David Moore is a Managing Director in the Orlando office. Mr. Moore coordinates PFM's Florida practice and is among the most active financial advisors in Florida completing in excess of 250 financings totaling over \$15 billion. During his twenty-six year professional career, Mr. Moore has worked as an engineer, investment banker and financial advisor focusing on public finance for the past twenty-two years, joining PFM in 1998.

Mr. Moore is a hands-on, analytical project manager. This approach evolved out of his roots as an analyst in public finance. This technical foundation is a unique asset when advising clients regarding strategic issues with complex financing needs. An example of Mr. Moore's technical accomplishments is that his work for the School Board of Palm Beach County resulted in the District receiving the Bond Buyer's *Southeast Region Deal of the Year* award in 2002 for a multi-series plan of finance included almost \$1 billion in financings incorporating fixed and variable rate obligations. In 2007 another of Mr. Moore's clients—the South Florida Water Management District—was nominated and won the *Deal of the Year* for the entire nation. For the District he helped create the first COP financing program for environmental restoration. Even though COPs are generally viewed as a weak credit structure, Mr. Moore helped the District create a credit presentation that outlined the unique characteristics of the District and the program. This effort led to the District being rated AAA (implied GO) and the COPs being rated AA+. Mr. Moore has applied his expertise for City and County clients on projects including: economic development, airports, housing, convention centers, pooled financings, solid waste, special assessment programs and utility financings.

Below is a sample of Mr. Moore's current and previous clients:

Counties	Cities	Schools	Other
Alachua	Boca Raton	Broward	Leon County/
Brevard	Coral Gables	Flagler	City of
Broward	Daytona Beach	Lake	Tallahassee –
Leon	Gainesville	Manatee	Blueprint 2000
Marion	Jacksonville	Palm Beach	
Orange	Key West	Santa Rosa	South FL Water
Osceola	Melbourne	Seminole	Management
Volusia	Ormond Beach	Sarasota	District
	Sunrise	Volusia	
	St. Petersburg		First Florida
	Tallahassee		Governmental
	Winter Springs		Financing
			Commission

Mr. Moore holds a M.B.A., cum laude, from the Crummer School of Business at Rollins College and a B.S. in Electrical Engineering from Auburn University.



Section A. - 4. Team Member Resumes

Jeremy Niedfeldt

Senior Managing Consultant
Florida Municipal Finance
Senior Project Support
407-406-5759

Jeremy Niedfeldt joined PFM in 2006 and has provided primary analytical support to Florida clients during that time. Mr. Niedfeldt's experience includes sizing and structuring new money and refunding issues, providing pre-pricing targets and post-pricing analysis, creating client specific models in excel, and developing comprehensive cash flow models for clients.

Mr. Niedfeldt has advised on long-term capital planning projects, comprehensive modeling for specific client engagements and technical support on over \$7 billion in debt financings. Florida clients include the Cities of Crystal River, Daytona Beach, Gainesville, Jacksonville, Oldsmar, Palatka, Sebring and Tallahassee, the Town of Palm Beach and the Counties of Alachua, Highlands, Leon, Orange, Osceola and Walton. Mr. Niedfeldt has also worked with Agencies and Special Districts such as Alachua Library, Blueprint 2000 and South Florida Water Management.

Prior to graduating from college, Mr. Niedfeldt served in the US Army for 9 years (5 years active duty). As a Sergeant in the Army, Mr. Niedfeldt was a first line supervisor and radar technician. Mr. Niedfeldt graduated Summa Cum Laude from the University of Florida with a degree in Finance, and later received his M.B.A. from the University of Florida, Warrington College of Business.

Marissa Wortman

Senior Managing Consultant
Florida Municipal Finance
Senior Project Support
407-406-5780

Marissa Wortman is a Senior Managing Consultant in the Miami office. As a Senior Managing Consultant, Ms. Wortman is responsible for providing project management and analytical and technical support to the financial advisory group which includes: sizing bond transactions, performing refunding analyses, reviewing legal documents, preparing and maintaining disclosure documentation, overseeing the rating process, preparing terms and conditions of sales, creating models for quantitative analysis

and analyzing market conditions. She has executed both negotiated and competitive bond transactions, structured both tax-exempt and taxable new money and refunding financings for her clients.

Prior to joining PFM, Ms. Wortman worked at a regional investment bank where she served as support banker in numerous underwriting and financial advisory financings, investment programs, and competitively bid bond issues.

Ms. Wortman has worked with Florida clients such as: Counties of Broward, Orange, Seminole, Bay, Volusia and Escambia, Cities of Jacksonville, Miami, New Port Richey, Sebring, Lake Wales, Clermont, Panama City, Oviedo, and Apopka, School District of Martin County, Clay County Utility Authority, Jacksonville Port Authority, Jacksonville Aviation Authority, Rollins College, Ringling College of Art and Design, and Stetson University. She has participated in the completion of short-term and long-term financings exceeding \$6 billion in par issuance.

Ms. Wortman received her Bachelor of Science in Business Administration degree from the University of Central Florida in December 1997, graduating at the top of her class with Summa Cum Laude honors.

Hope Davidson

Senior Analyst
Analytical Support
Orlando
407-406-5772

Hope Davidson joined the firm as a Consultant in the Orlando office in July 2011. Ms. Davidson provides primary analytical support for clients located throughout Florida. Her daily responsibilities include structuring financings, pricing new money and refunding municipal bond issues, identifying and running analysis of refunding opportunities, and assessing debt structures for clients. Ms. Davidson also creates and assists in the development of specialized quantitative models used to help clients with their unique financings.



Section A. - 4. Team Member Resumes

Ms. Davidson graduated from the University of Florida as a Warrington Finance Scholar with a degree in Finance.

Pedro Varona

Analyst
Analytical Support
407-406-5771

Pete Varona joined PFM in 2012 and is staffed in the Orlando office. Pete works in the general financial advisory sector, providing technical and quantitative support for various clients. His present duties include structuring, sizing, and pricing new money and refunding municipal bond issues. He is also involved in assessing municipal issuer's outstanding debt and performing analysis of refunding opportunities.

Mr. Varona graduated from the University of Florida with a Master of Arts degree in International Business, as well as a Bachelor of Science in Economics.



Section A. - 5. References

5. List at least 3 governmental agencies for which financial advisory services were provided. Indicate the dates (length) of service. Specify the name, title, addresses, and telephone numbers of individuals who may be contacted.

Alachua County

1990 to Present

12 S.E. First Street, 4th Floor
P.O. Box 939 (32602-2877)
Gainesville, FL 32602

Todd Hutchison, Finance Director
(352) 374-3605
nth@alachuaclerk.org



Engagement/Project Manager: David Moore/Jeremy Niedfeldt

PFM has served as the County's financial advisor since 1990. In this role, PFM works with County staff on structuring and implementing debt transactions to fund major capital projects throughout the County. PFM has assisted the County in the development of long range infrastructure and transportation planning models, with combined and stand-alone credit structures to create the most cost effective plan of finance while preserving the County's ability to fund general government programs in the future.

Please refer to Section C. 1 for additional information on innovative options utilized by Alachua County.

Osceola County

2004 to Present

1 Courthouse Square, Suite 2100
Kissimmee, FL 34741

Michael Kurek, Comptroller
(407) 742-1700
michael.kurek@osceola.org



Engagement/Project Manager: Brent Wilder / Jeremy Niedfeldt

PFM has served as an Independent Financial Advisor to the County since 2004. During that time, PFM has developed project specific models to structure special tax districts for use of County TDT collections, a transportation improvement capital planning model funded with impact fees, gas tax and sales tax revenues, environmental land acquisitions, along with general infrastructure projects funded by County Sales Tax.

Please refer to Section C. 1 for additional information on innovative options utilized by Osceola County.

**Most Recent Engagement started in 2005 to Present
20 Total Years of Service**

Orange County

201 South Rosalind Avenue
Orlando, FL 32801

Fred Winterkamp, Fiscal and Business Services Manager
(407) 836-2920
fred.winterkamp@ocfl.net



Engagement/Project Manager: David Moore & Jay Glover/Jeremy Niedfeldt

In early 2004, various community groups in central Florida began developing strategies to build state of the art "Community Venues" including a \$380 million performing arts center, a \$480 million arena for the



Section A. - 5. References

Orlando Magic and a comprehensive renovation of the Citrus Bowl. The facilities were expected to cost approximately \$1.1 billion; far more than the County and/or the City could finance. PFM developed a Tourist Development Tax (TDT) cash flow model to aid the County in negotiating details of the constantly evolving plan. The TDT component funds over \$500 million of the projects, but all TDT payments are structured out of new TDT revenues or growth from existing TDT revenues beyond 2% ensuring sufficient funds for ongoing tourism related activities well into the future. PFM's knowledge of legal TDT usage and ability to model these structures enabled the community to fund \$1.1 billion in Community Venues without impairing its ability to support the critical tourism industry. In early 2013, the County began negotiating with the City of Orlando and Orlando City Soccer regarding the prospects for funding a professional soccer stadium for the team once they obtain an MLS franchise. PFM updated the financing model to reflect current revenue trends and a wide variety of structuring options. In addition, the County used the revised model as a tool in re-working the original agreement to reflect current phasing plans. The result was a comprehensive rewrite of the agreements.

Along with TDT modeling and financial planning, PFM has also developed several project-specific cash flow models to assist in the planning and structuring of Developer Agreements, Solid Waste System strategic planning and designed a Water and Sewer model. In addition to planning/strategy work, PFM advises on the issuance of the County's debt. In 2013, PFM worked with County staff and Bond Counsel to develop an innovative approach to the issuance of a privately placed bank loan for a TDT refunding, allowing the County to check the box on the state bond issuance form which indicates the bond was sold via competitive process, as opposed to the typical designation of negotiated sale.

City of Tallahassee, Florida

2006 to Present

Treasurer-Clerk's Office
300 South Adams Street
Box A-32
Tallahassee, Florida 32301-1731



James O. Cooke, IV, Treasurer-Clerk
(850) 891-8146
Jim.Cooke@talgov.com

Engagement/Project Manager: David Moore / Jeremy Niedfeldt

Public Financial Management (PFM) has served as financial advisor to the City of Tallahassee, FL (the "City") since 2006. Over the past several years, the City has issued both new money and refunding bonds. Also, the City has issued privately-placed bank loans and used excess proceeds to cash defease outstanding bonds. In 2012, the City took advantage of the historic low interest rate environment by advance refunding the Series 2004, Capital Refunding Revenue Bonds. These bonds were issued in November of 2012 with an all in true interest cost of 2.00%. The City achieved \$7.29 million of net present value debt service savings or 11.66% of the refunded par amount.

PFM worked with the City on the structure of the financing, which enabled the City to realize \$1 million of savings in the first year. The financing structure also provided a level aggregate debt service over the next ten years while realizing a minimum of \$1 million in savings each year, with debt service stepping down in the final two years to provide additional capacity for future projects. The Series 2012 Bonds were issued without a Debt Service reserve, and allowed for a release of the 2004 bonds to defease non-callable bonds and produce an overall level structure with the refunding bonds. A critical component which enhanced the refunding opportunity was the 2004 debt service reserve, which was funded with a Forward Delivery Agreement well above market rates. Therefore, the City was able to terminate the existing reserve and realize an upfront payment of \$8,250,000 which further reduced the Series 2012 par amount needed.



Section A. - 6. Contracts

6. All bidders must list all contracts that have been canceled, terminated, non-renewed, or lost due to unsatisfactory performance with last three (3) years. These contracts shall be reported in the same format as a reference with contact person information as outlined above.

PFM is unaware of any contracts that have been cancelled, terminated, non-renewed, or lost due to unsatisfactory performance with last three years.



Section B. Experience and Performance Information:



Section B. - 1. PFM's Bond Finance Record

1. Provide a listing of all financings your firm has served on as financial advisor or senior manager since January 1, 2011. For each financing include:

- a. Date and Name of Issue
- b. Type of Financing (refunding versus new; competitive versus negotiated)
- c. Amount
- d. Purpose of Financing (i.e., electric, water, general obligation, housing, etc.)
- e. Firms role (financial advisor, underwriter, senior or co manager)
- f. Name and telephone number for the senior contact person for each financing

A summary table of all financing for which PFM has served as financial advisor since January 1, 2011 is shown below for both Florida specific and national transactions. We believe this table demonstrates the breadth and depth of our experience serving as financial advisor. *PFM's role is to serve as Financial Advisor for all of our clients.* PFM does not underwrite bonds, eliminating all conflict of interest. PFM's only interest is to the Issuer in providing solutions which result in the most favorable terms at the lowest possible cost.

A complete listing of PFM's Florida Bond Finance Record is located in the **Appendix**. Due to the length of our national list (200+ pages) we have included only our Florida list in this proposal. If the County would like to review PFM's national list, we will be happy to send it to you.

Overall Long Term Municipal New Issues

Year	National		Florida	
	Par Amount (\$US mil)	# of Deals	Par Amount (\$US mil)	# of Deals
2013	46,071.0	768	2,669.4	41
2012	56,923.5	902	6,014.8	73
2011	39,632.1	758	3,193.2	41

Source: Thomson Reuters



Section B. – 2. Experience & Performance

2. In no more than six (6) pages answer the following questions:

a. Describe ideas or issues the County should consider in issuing debt

At the outset of a financing program we encourage clients to start the financing process by assessing the financing "...from the 10,000 ft. level", or by considering the strategic and policy goals. In some cases this is as simple as defining refunding strategies. In other cases when innovative ideas are presented or the County is undertaking a new project, this process may require multiple calls and detailed analysis prior to moving forward with a financing. We assist the team to define the proper credit structure and debt structure all while considering the credit rating impact on the County in general. Later in this section, we discuss a number of strategic issues the County should consider when issuing debt including asset liability management and incorporating variable rate obligations into a debt portfolio. As an introduction, we will focus on factors to consider at the time bonds are priced. There are three major factors that most influence a successful issuance - the general market tone, public knowledge of the credit and the underlying security provisions.

Market Tone

In part an issue's success is determined by the general market tone. Are interest rates currently at historic highs or lows? Are rates trending upward or downward? Are major market movements anticipated prior to sale? Is the visible supply anticipated to be heavy or light? Are there other comparable transactions competing for the same investors? The answers to all of these questions will provide us with a sense of the market. PFM has access to these answers through our constant market activity, on-line databases and information systems. We would work closely with Leon County to determine the optimal timing for issuing bonds given all pertinent constraints.

Public Knowledge of the Credit

The general knowledge and understanding of the credit being issued is also critically important. Public knowledge implies a broader scope than just the rating agencies understanding the credit; it implies an understanding by the ultimate investors as well. To achieve this PFM would directly contact the investors of your current bonds as well as other likely interested buyers and work with them directly to fully appreciate the County's strong business position.

PFM would contact each of these investors as well as other major Leon County bond purchasers and make sure they were current with the credit and structure of the next Leon County deal. If the transaction were sold competitively, PFM would solicit major investors and investment bankers. If the transaction were sold on a negotiated basis, PFM would reach out to major institutional investors and in-state retail buyers. In both cases we would seek to stimulate maximum buyer interest in the sale.

Underlying Security

Another critical factor to a successful bond sale is the specific security provisions associated with the sale. In particular, covenanted and projected debt service coverage, debt service reserve requirements, flow of funds, additional bonds test, the rates and charges pledge and the nature of the revenue stream pledged to repay the debt. PFM would work closely with the County to structure the most appropriate security provisions for the next bond issuance. Security provisions should be balanced between obtaining the strongest credit rating and future financial flexibility needs.

b. Describe any innovative programs or ideas which maybe applicable to future County transactions.

Ten or fifteen years ago, most local government financings were traditional fixed rate, level debt service financings issued as public offerings. In recent years financing options available to issuers have diversified significantly. PFM has been at the forefront of these evolutions, but always views new options with an extra level of scrutiny to make sure clients understand the advantages and disadvantages of these new products. Below are a few examples that have been implemented for municipalities within



Section B. – 2. Experience & Performance

Florida spearheaded by David Moore and assisted by other professionals assigned to the County's team. It is worth noting that in selecting the innovative structures, we have focused on concepts that are relevant to the County. As a relatively infrequent issuer, we have NOT included headline grabbing \$1 billion financings below. Rather, we focused on tools we have developed and refined in the recent years that have enabled issuers like Leon County to access the market in the most cost effective manner.

- a. **Commercial Bank Financings (including Lease Structures)** – Traditionally, banks only participate in small, general obligation bond financings for "bank qualified issuers" (less than \$10 MM of debt in any given calendar year). As the market place has changed and as their balance sheets have expanded, banks have begun developing long-term financing tools for larger and larger financings. Recently, banks have started to loan funds to municipalities through their Leasing Subsidiaries. Due to the lower cost of capital requirements that these Leasing Subsidiaries possess, they are able to provide funding for larger scale projects at very low rates similar to what bank qualified issuers are able to receive. PFM has worked with several clients during the recent financial turmoil to implement this type of financing vehicle at very attractive rates with flexible terms and prepayment provisions. With the public capital markets continuing to experience significant turmoil and the lack of quality bond insurers, this type of financing will become more common place for all types of issuers.
- b. **Commercial Bank Financings (Lines of Credit)** – PFM has also worked with many issuers to utilize lines of credit from commercial banks to fund interim capital needs. This allows the issuer to draw down funds as needed and only pay interest on funds that have been drawn. We all know that the spending timeframe of bond proceeds for large capital projects can be very uncertain. The LOC approach allows the issuer to better match the borrowing of funds with spend down of proceeds. At the same time the issuer is not paying unnecessary interest expense. This can be combined with a traditional long term financing to take out the LOC once the project is completed. This type of program is also very useful in conjunction with State Revolving Fund (SRF) loans for water and sewer projects. The LOC can be draw down over time and paid off as SRF funds are allocated and received.
- c. **Certificates of Participation (COPs)** – PFM is the leader in total COPs issuances in Florida, which is an innovative structure that issuers with unique projects or borrowing provisions have opted to use. The South Florida Water Management District, a PFM client, won the Bond Buyer Deal of the Year in 2007 for the creative use of COPs to fund land acquisition and construction of reservoirs and wetland areas totaling over \$500 million. This unique application of a lease concept has opened the door to local government to finance non-traditional, real estate related financings.
- d. **Non-Ad Valorem Assessment Programs** – PFM clients have used assessment secured financings to fund projects as diverse as \$100,000 road resurfacing project to \$5 million beach re-nourishment programs to a \$100 million convention center. These structures allow our clients to fund critical needs using non-traditional revenue streams. This is even more important now as all municipalities are looking for ways to fund critical capital needs with sources outside of the general fund.
- e. **Commercial Paper** – PFM created the first Commercial Paper program for one of our Florida school district clients that needed debt financing to accelerate construction of critical projects, but could not issue long-term debt. PFM developed a strategy whereby over \$250 million in CP draws were structured to meet spend-down requirements so the proceeds would not be subject to arbitrage yield restrictions. In the end the positive arbitrage and other investment income was so large that interest earnings exceeded interest expenses resulting in the Commercial Paper program functioning like a no cost, \$250 million line of credit.



Section B. – 2. Experience & Performance

In each case, PFM developed these unique financing tools to meet special client needs in a manner consistent with prudent debt management goals.

c. Identify why the County should select your firm to provide financial advisory services.

✓ **PFM has unmatched technical resources**

The financial advisory business has long grown past the point where the financial advisor merely reviews and critiques the work of other members of the financing team. PFM has been the leader in broadening the role of the financial advisor to be more like that of the senior investment banker. At PFM we believe it is our responsibility to bring you new ideas, save you money, and help you plan for your future; not just review investment banker proposals. To be successful in this role PFM has had to develop the most sophisticated technical and analytical resources in the business.

✓ **PFM has a proven track record of innovation**

At PFM we spend every day working to help our clients solve their problems. In order to do this we have had to develop many of the innovative financing techniques that are used throughout the industry today. These innovations were not designed for the sake of change or to sell the latest product, rather they are the result of an extensive examination of the options available to solve the specific problem.

✓ **PFM offers the extensive experience**

PFM is the leading financial advisor in the nation and Florida. In 2013, PFM completed over \$46 billion in long-term municipal financings including solid waste, utility systems, education, transportation, correctional facilities, convention centers and assessment projects. Since 1990, PFM has advised on over 500 transactions in the state of Florida, which is more than 3 times as many as our closest competitor.

✓ **PFM has an unique range of services**

Financial advisors are often thought to just provide pricing guidance on the sale of municipal securities. This point of view does not accurately reflect what we at PFM do as financial advisors. Our role is considerably broader, addressing strategic management issues, broad financial plans and transaction design as well as execution. Beyond debt management, we are also highly focused on asset management; for we believe how you invest and spend your money is just as important as the way by which you borrow it. In addition to our financial planning expertise, we also bring functional experience in different industry sectors.

✓ **PFM offers completely independent advice**

Independent advice is at the core of the PFM corporate philosophy. The absence of litigation is not by chance. Rather, our approach is to add a level of oversight to each phase of a financing. The "yield burning" settlement is an example of where PFM's approach benefited our clients. Long before yield burning became an issue in the early 1990's, PFM realized the potential problem and began advising our clients to bid the purchase of escrow securities. As a result, virtually none of our clients experienced the complications of regulatory review. Our commitment to representing our clients in a completely independent manner drove us to address this issue proactively.

✓ **PFM has no conflict of interest**

PFM has no objectives other than saving our clients' money and helping them achieve their business objectives. PFM's only business is providing financial, investment and consulting advice to its clients. We are involved in the capital markets on a daily basis; and, while we offer our clients



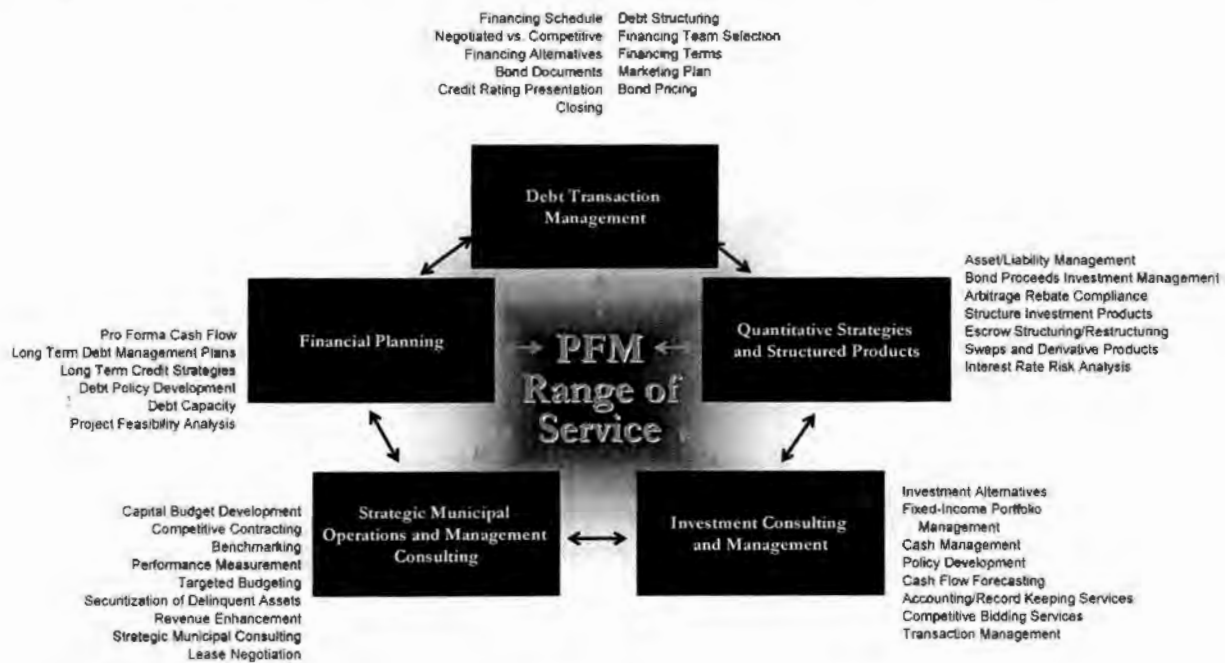
Section B. – 2. Experience & Performance

professional resources that equal or surpass those of any investment bank, we do not trade or underwrite securities. Therefore, unlike an underwriting firm, which must at once meet the needs of both the seller and buyer of securities, PFM has no inherent conflict of interest. We serve only one interest, that of our municipal client.

✓ **PFM offers unparalleled service at competitive rates**

In this proposal you will find a competitive fee schedule which can be structured to meet the needs of the County.

d. What other services can your firm offer in addition to those previously requested? Throughout the proposal we have provided examples of the value added service PFM provides to clients around the State. PFM is the only firm offering a complete scope of services required by the County's RFP. When PFM is hired, our clients have access to full array of services offered by PFM and our independent affiliates:



Financial Advisory Services: As a financial advisor, PFM engages in capital planning, revenue forecasting and evaluation, resource allocation, debt management policy development and debt transaction management (including structuring, documentation and execution). PFM delivers superior experience and expertise that helps clients resolve the entire range of technical and financial challenges they routinely encounter during the capital formation process. Our national reputation and consistent growth, from \$5 billion in managed debt transactions in 1986 to over \$46 billion at in 2013, reflects our clients' recognition of our capabilities and the value we add.

Investment Management: PFM Asset Management LLC ("PFMAM") is devoted primarily to providing investment advice and portfolio management for governmental and not-for-profit organizations, corporations, pension funds and other institutions. As an investment manager, PFMAM brings a comprehensive spectrum of services to the business of money management. Managing both investment



Section B. – 2. Experience & Performance

pools and individual client portfolios designed to earn competitive yields - while maximizing safety and liquidity, PFMAM's services include timely market-driven portfolio management, portfolio design, state-of-the-art accounting and arbitrage rebate calculation services. The value of this service to clients is evident in the growth of assets under our management, from \$1 billion in 1986 to over \$50 billion as of December 31, 2013. PFM Asset Management LLC is registered under the Investment Advisers Act of 1940.

Investment Consulting: PFM Advisors is a specialized component division of PFM Asset Management LLC providing investment and retirement plan consulting services to pension funds, endowments and similar funds. We believe that a true partnership with our clients can only be achieved by fully understanding the unique characteristics of their funds. Therefore, our ability to structure simple, reliable, and fundamentally sound asset and retirement planning management strategies results in predictable investment returns, sound vendor services and few surprises. PFM Advisors' clients include public funds, Taft-Hartley funds, corporate funds, hospitals, foundations and endowment funds.

Strategic Consulting: As a strategic consultant, PFM offers its clients the most effective capital and operating budget advice available. We have a proven track record in using various techniques for performance management, benchmarking, revenue enhancement and privatization. From Washington, D.C. to the Commonwealth of Pennsylvania to the City of Miami, PFM helps leaders chart a path through each phase of fiscal health. From financial distress to balance...from balance that is temporary to that which can be sustained...from sustainability to expanded coverage and excellent quality, PFM produces results for our clients.

Additional Service: PFM believes that the most successful clients and the most effective governmental administrators are those that understand how we operate and know how to use PFM to add value to their operation. In this regard, PFM offers a free, intensive week-long training course for our clients at our state of the art training center in Philadelphia at least once a year.

During this week, finance directors, treasurers and other senior staff from our clients around the nation spend a full eight to ten hours a day learning the intricacies of bond math, the pricing of bonds, investment techniques, interest rate swaps and arbitrage regulations. Sometimes we expand this training to include on-site sessions for Boards of Directors or other policy makers so that they too can better understand the impact of their decisions.

Locally, PFM Asset Management offers investment training seminars multiple times per year that are registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. These seminars give clients the opportunity to fulfill their required CPE credits while staying abreast of the ever evolving investment markets.

e. Identify any processes, software, mechanisms or other suggestions in fulfilling the requirement presented above.

A primary objective of PFM's founders was to create an independent financial advisory firm with the technical tools that enable PFM to stand "toe-to-toe" with any investment bank. This commitment led to starting the Quantitative Strategies Group and the Structured Products Group, along with creating the many proprietary tools we utilize every day.

Quantitative Strategies Group

The multitude of services offered by PFM's Quantitative Strategies Group (the "QSG") assists PFM in optimizing its partnerships with clients. The QSG works with all of PFM to proactively ensure all project teams are completely prepared to handle any analytical requirements for their client engagements. This collaborative relationship supports our clients' ability to exceed both short-term budgetary goals and long-term strategic and capital financing objectives.



Section B. – 2. Experience & Performance

For example, in response to a specific client request, PFM's QSG demonstrated a leading edge capability when it recently launched a web-based bond sizing model. Accessing the model on PFM's secure server, users may enter in a number of assumptions and generate hypothetical bond issuances. The model produces a full set of reports. Additionally, the model allows for up to 50 different sizing scenarios to be stored and graphs debt service requirements for up to 5 different scenarios at a time. Finally, the results can be downloaded to the user's computer as either an Excel file or PDF.

In addition to our on-going firm-wide support, the QSG constantly monitors the municipal market in order to stay abreast of new and emerging products and strategies and our strong market presence places PFM at the forefront of the development and implementation of these tools and strategies for our clients. To further enhance the accuracy and comprehensiveness of our leading quantitative resources, the QSG maintains direct access to numerous information services such as Bloomberg, Thomson Financial, Securities Data Corporation, and Municipal Market Advisors, among others. The QSG is a fundamental resource for PFM's field offices as a first point of contact for discussing new developments in the marketplace and the analytical tools that must accompany these changes to ensure the firm is fully equipped to handle all current and upcoming client needs.

Structured Products: The Structured Products Group of PFMAM is a group of professionals dedicated to advising clients on the use of cutting edge structured financial products. We assist municipal clients in structuring and procurement of interest rate swaps, caps and collars to help reduce financing costs. On the asset side, the Structured Products Group assists clients in structuring and procurement of forward delivery agreements, guaranteed investment contracts, flexible repurchase agreements and asset swaps. The Group is also responsible for structuring and restructuring advance refunding escrow portfolios for PFMAM clients.

In the firm's thirty-five years of providing financial advice, PFM has been a part of virtually every financing structure that has ever been available in the municipal market, and we have many other products that have never made it beyond the drawing board. This experience will allow us to develop customized and specialized models for Leon County.



Section C. Innovation and Customized Work Approach



Section C. – 1. Financing Techniques

1. Describe any innovative financial techniques and programs (e.g., customized financial advisory computer analysis services) utilized by your firm as financial advisor and how they might specifically apply to the County. Also, describe how your firm would assist the County in developing and implementing any new financial program. For techniques previously utilized, list the situations in which they were implemented and references.

As an independent financial advisory firm, we use innovative ideas and structures as tools to help our clients realize their objectives and solve their problems, not simply as a means of doing deals. Innovation for its own sake has little value and may be risky, but as part of a carefully crafted plan that reduces costs, increases revenues or maximizes future flexibility, innovative financing techniques can often add significant value and make the infeasible achievable. Innovative techniques can provide municipalities with long-term savings that traditional debt may not provide. These long-term savings may come with large upfront costs to the County. In the use of some innovative products, the size of the program utilizing these techniques may need to be a relatively large project to justify a variety of fixed costs associated with the transaction. The County currently has a relatively uncomplicated debt structure. As we will discuss in our response to C.7, we think this is appropriate given the relatively small amount of debt outstanding. PFM will assist the County in determining which techniques would benefit the County while staying with its long-term strategy.

Below are a few case studies demonstrating PFM's expertise in developing and implementing innovative financing concepts to meet the needs of our clients.

Leon County, Florida – 2012A and 2012B Refundings

Scott Ross, Budget Director
(850) 606-5117
RossS@leoncountyfl.gov



As financial advisor to Leon County, Florida (the "County"), PFM periodically reviews the County's outstanding debt to look for potential refunding opportunities. Given the current interest rate environment in 2012, PFM proposed the advance refunding of callable Capital Improvement Revenue Bonds, Series 2003A (the "2003A Bonds") and Taxable Capital Improvement Revenue Bonds, Series 2003B (the "2003B Bonds") to achieve a minimum of 5.0% present value (PV) savings.

The 2003A (tax-exempt) Bonds were outstanding in the principal amount of \$7,965,000 and matured in years 2018-2020. The 2003B (taxable) Bonds were outstanding in the principal amount of \$12,465,000 and matured in years 2018-2019. The 2003A and 2003B Bonds were callable on October 1, 2013 at par (100%).

PFM, and the County finance team, developed and reviewed multiple scenarios considering which type of debt is more efficient (Public Bond Transactions vs. Bank Loans), cost of funding the escrow (negative arbitrage) and structure (savings by maturity and amortization term). This analytical approach helped the County avoid refunding the bonds in an inefficient market, resulting in very favorable refunding terms. There were two innovative approaches to this particular bank loan financing process:

- 1) The Bank Loan RFP was structured to allow loans to be procured simultaneously with different banks and different methods of setting the loan rates. Proposals were analyzed independently and rates were offered on a locked basis or on a floating basis. In the weeks leading-up to the approval/closing, rates trended down and the County was able to use the floating rate offer on the 2012B loan since that rate ended-up 8 bps lower than the original indicative rate provided by the bank's rate-lock formula, and 6 bps lower than the fixed rate proposed by another bank. The Present Value of 1 bp (0.001%) on the 2012B transaction was \$7,290, so this innovative flexibility

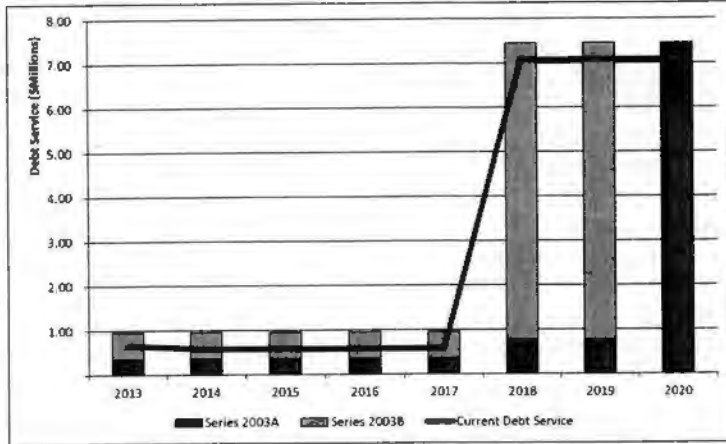


Section C. – 1. Financing Techniques

allowed the County to close loans with two different banks and added \$43,740 in savings to the County on a present value basis.

- 2) The structure was optimized through the refunding to accelerate all the Taxable amortization forward, and leave the Tax-Exempt piece for the later amortizing piece of the deal. This allowed the 2012B taxable rate (2.22%) to be paid off prior to the 2012A tax-exempt rate (1.65%).

On an aggregate basis, the combined refunding was structured to produce the highest level of savings on a level basis by recommending the lowest interest cost on the day of loan approval by the County Commission and amortizing the 2012A bonds on the long end in order to take advantage of the lower tax-exempt interest rate. This structure provided the County with debt service relief and annual savings of approximately \$290,000 in FY 2013 and \$370,000 in each of fiscal years 2014-2020. The graphic depicts the savings as the difference between the prior debt service shown as blue stacked bars and post-refunding debt service represented as the red line.



Walton County, FL – ½ Cent Sales Tax Planning and Funding Model

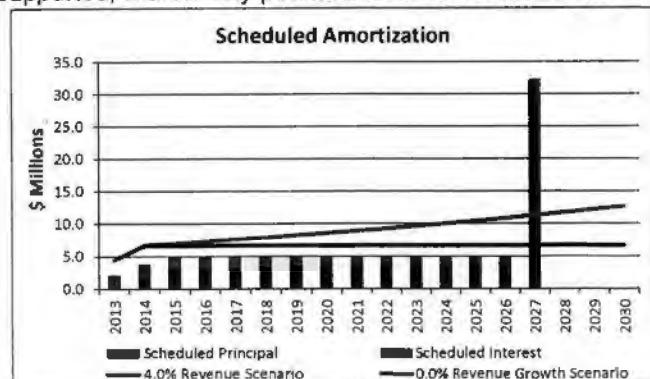
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PFM was hired through a competitive RFP process in April, 2012. Later that month, the voters of Walton County approved a referendum to enact a ½ Cent Charter County and Regional Transportation System Surtax with a levy starting in January, 2013. This referendum was for a specific project, to finance the County's committed portion of road improvement projects to include the construction of necessary bridge improvements for the bridge spanning U.S. Highway 331 in Walton County, a connector and feeder road to the U.S. Highway 98 corridor.

PFM was immediately brought-in to assess the County's funding alternatives, and to propose a plan of finance which met the County's credit structuring criteria while securing the lowest rate of borrowing. One of the key criteria was for the program to be self-supported, without any potential for a future need from the County's general fund or other operating funds/reserves. Also, prepayment flexibility of the debt is crucial to allow the County to use all available excess sales tax collections to retire debt, as this is the only lawful purpose of the sales tax and the tax sunsets when the debt is paid.

PFM determined that a private placement via bank loan would result in the lowest overall borrowing costs, while allowing ultimate



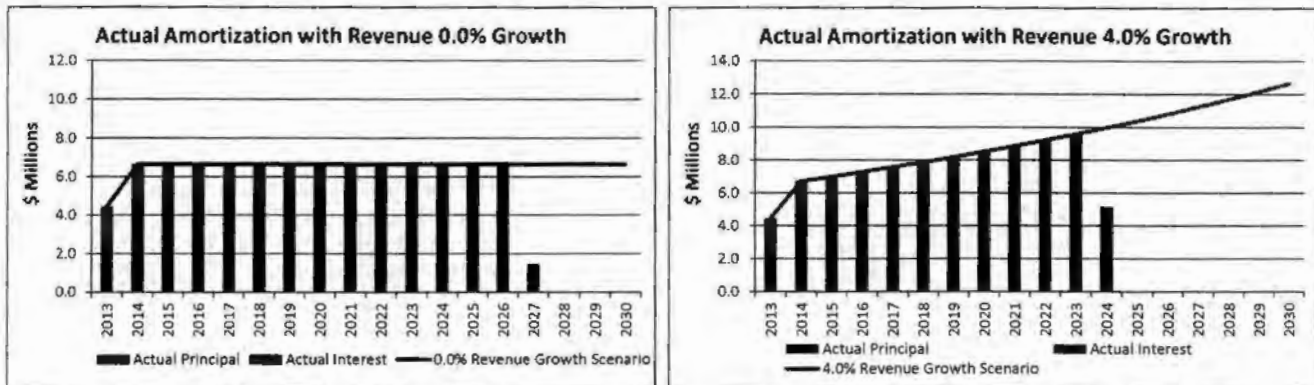


Section C. – 1. Financing Techniques

flexibility in the prepayment terms. Through the issuance of an RFP on behalf of the County, we targeted a proposal which would provide a fixed interest rate loan(s) while permitting the County to retire debt on a flexible pre-payment schedule, paying off the higher cost debt first. This proposed structure allows for revenue collections in excess of the scheduled debt service payments to be applied towards principal prepayment.

The graph on the previous page shows the regularly scheduled principal and interest payments assuming no optional prepayment of principal, based on the winning proposal (initial interest rate of 2.57%, reduced to 2.45% over time) which had two components; (1) a level amortizing 15-year loan and a 15-year balloon payment that will be pre-paid starting in year 1 from excess revenue collections.

The graphs below depict the expected re-payment with 0.00% and 4.00% annual growth in revenues.



The Walton County loans closed on August 30th, 2012. Based on the structure achieved through this complex bank financing, the County expects to pay-off the loan in full by 2027, even with 0.00% growth and no support from the general fund. In 2013 the County was able to use excess proceeds to immediately pre-pay outstanding loan principal without a premium call or a need for a long-dated escrow, which further reinforced the benefits of this structure.

Alachua County, Florida – Gas Tax & Alachua Forever Program

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In 2011, PFM assisted the County with the issuance of \$9.5 million Bank-Qualified fixed rate term loan to finance road improvement projects. PFM worked with the County to structure a Request for Proposals (RFP) which allowed Banks to bid on two options of security on the term loan to welcome the most competitive bid. The first security option was secured by a pledge of the 2nd local option, 5-cent tax on motor fuel. The second security option included the pledge of the location option 5-cent tax on motor fuel referenced in security option one, coupled with a covenant to budget and appropriate (CB&A) non-ad valorem revenues sufficient to fund any shortfall in motor fuel revenues necessary to pay debt service.

Through this RFP process the County received ten responses which met the parameters as set forth in the request. The County was able to lock-in a fixed rate of 2.20% under security option one which resulted in the lowest cost of borrowing without the requirement to pledge a CB&A from non-ad valorem revenues to pay debt service. It was acknowledged that there was additional interest rate savings available with the coupling of a CB&A pledge; however, the decrease in general government borrowing



Section C. – 1. Financing Techniques

capacity and possible credit weakening by utilizing the County's general fund and CB&A pledge outweighed the additional 10 bps of interest savings over the life of the loan.

In August 2012, PFM worked with County Staff and Bond Counsel to amend the County's Alachua Forever (Environmentally Sensitive Land Acquisition Program – ¼ mill) 2010 bank loan with SunTrust. As a privately placed loan with a short amortization period, the cost of doing a full refunding was prohibitive. Therefore, PFM worked directly with the bank to negotiate terms and reduce the interest rate paid from 2.37% to 1.59% (78 bps lower). This process resulted in lower Costs of Issuance than a standard procurement, while achieving significant cost savings – over \$375k present value savings.

Osceola County, Florida – TDT Funding Model and Pricing Strategy

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For several years, going back to 2005, the County analyzed ways to increase the countywide convention center capacity. All options were reviewed, and the County decided that providing developers with incentives to expand convention space and add hotel rooms would yield the most benefit to County-wide TDT collections while reducing project risk to the County. Through the dedicated use of the 5th Cent TDT, and with a goal of insulating the other TDT and General Fund revenues, the County began looking at ways to incentivize hoteliers to expand current operations or add convention space. Through the process, the County was able to negotiate agreements with two major development groups that had previously established stable convention operations. With a project specific model developed by PFM, the County finalized agreements simultaneously with both developer groups which include a special 1 cent assessment, in addition to the 5th Cent, on properties owned by the developers in Osceola County. This approach strengthened the credit for this limited tax pledge on Sr. Lien bonds, and allowed for a mechanism to self-support significant subordinate lien bonds that will be required to complete the funding of remaining convention center expansion.

Throughout multiple amendments to the original agreements, PFM continued to update the planning model and assisted the County in its developer negotiations. PFM developed a capacity model specifically for this program to provide capacity analysis on revenues collected and projected revenues that could potentially be used to secure bonds for the expansion of a hotel and conference center over the next several years. The model allowed for the TDT revenues and Project revenues to be applied to each project by the pledged amount and was further broken out by Senior and Subordinate Liens. This model was used heavily in working with the rating agency to project the debt service coverage of the current and future issuances, which resulted in a stronger rating being issued to the County than otherwise would have occurred.

The County successfully issued a 30-year \$12.565 Million Taxable Tourist Development Tax (Fifth Cent) Revenue Bonds on February 1, 2012. The Bonds were issued to provide funds to develop a conference center located adjacent to the Omni Orlando Resort at Champions Gate as part of the Ride Conference Center. The PFM pricing group negotiated with the Underwriter to issue the Bonds as partial par/partial discount structure, rather than the suggested structure of issuing all the Bonds at a discount. The structuring recommendations made by PFM provided the County with additional option value, including a 10-yr par call that offers the County an opportunity to call bonds in the future as the maturities move down the yield curve and the credit quality of this insulated pledge increases through stronger coverage.



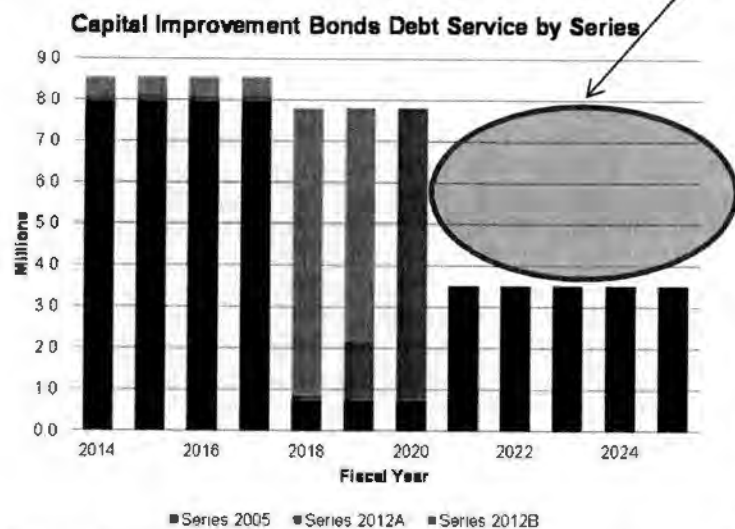
Section C. – 2. Financing Methods

2. Describe any financing methods and programs that the County does not already use that could enhance its debt issues, maintain its superior credit ratings and preserve its debt issuing capacity.

One of the most complicated challenges for an issuer today is finding the optimal balance in creating/maintaining financing capacity while issuing debt efficiently to minimize borrowing costs. Several structuring options are worth consideration, and would be reviewed with staff prior to PFM making a formal recommendation. Issuing debt through a Covenant to Budget and Appropriate may result in a lower borrowing cost than a more constrained revenue pledge, and is something we would explore with the County if debt is issued at current revenue levels. Additionally, a dedicated revenue stream (established via referendum or board action)—like the Infrastructure Surtax—would create financing capacity within a particular program.

The County's current primary pledge of revenues on the Capital Improvement Bonds includes Sales Tax, Guaranteed Entitlement Revenues and Second Guaranteed Entitlement along with State Revenue Sharing funds. This collection of pledged revenues results in a good coverage factor of 1.5x, but does not have significant financing capacity if the County were to move forward with a sizeable traditional fixed rate debt issue with standard level debt service. If the County were to analyze options for a small, new money need (a Bank Qualified transaction, or something under \$10 million would be a reasonable proxy), the current debt structure (as shown by PFM in January 2014 in the *County's Calendar Year 2013, Year in Review*) would be used as a base for structuring scenarios. As you can see below, significant financing capacity exists if amortizing debt out past 2020.

Capital Improvement Revenue Bonds



Total Outstanding Debt	
Principal Outstanding	62,519,000
Final Maturity	10/1/2025
Maximum Annual Debt Service	8,556,261
Callable Debt	
Currently Callable Debt	28,935,000
Advance Refundable Callable Debt	15,265,000
Nonadvance Refundable Callable Deb	13,650,000
Noncallable Debt	33,584,000

Series Name	Tax Status	Status	Issue Size	Delivery Date	Final Maturity	Outstanding Par	Next Call Date
Series 2005	Tax-Exempt	Refunding/New Money	55,085,000	4/27/2005	10/1/2025	41,415,000	10/1/2015
Series 2012A	Tax-Exempt	New Money	8,267,000	12/20/2012	10/1/2020	8,267,000	-
Series 2012B	Taxable	New Money	12,956,000	12/20/2012	10/1/2019	12,837,000	-

As of December 31, 2013

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Section C. – 2. Financing Methods

Since debt service coverage is modest, the use of a separate revenue pledge (Gas Tax for road improvements, for example) or a general Covenant to Budget and Appropriate (CB&A) should be considered for larger financings. As part of the credit review process, PFM would look at how the County financial metrics compare to other similar issuers in Florida. A significant piece of the analysis depends on the size and term of the financing, and credit structure decisions can then be based on the County's financial position.

Below is a snapshot of comparable information that PFM would review with staff to look at credit strengths the County has when compared to its peers:

Leon County, FL - Financial Ratio Analysis									
Financial Data : Financial Statistics & Ratios									
Current Senior Most Rating*	Total General Fund Revenues (\$000)	General Fund Balance as % of Revenues	Unreserved, Undesignated General Fund Balance as % of Revenues	Total Full Value (\$000)	Top Ten TaxPayers as % of Total	Direct Net Debt as % of Full Value	Debt Burden (Overall Net Debt as % Full Value)	Debt Service as % of Operating Expenditures	Population 2010 Census
Alachua County, FL	Aa2	146,013	19.10	11.20	23,067,025	8.80	0.40	1.40	247,338
Brevard County, FL	A1	221,253	16.50	13.90	43,752,859	0.10	0.60	1.90	543,376
Charlotte County, FL	Aa2	133,841	47.30	30.90	16,471,180	4.20	0.80	0.60	159,978
Collier County, FL	Aa2	270,073	28.30	19.40	70,829,659	18.20	0.60	1.20	321,520
Escambia County, FL	Aa2	153,926	17.40	19.80	13,748,342	10.00	0.80	1.70	297,819
Leon County, FL	Aa2	146,493	24.60	14.50	29,301,112	2.80	0.26	1.00	275,447
Manatee County, FL	Aa2	214,352	48.50	49.90	30,060,227	8.60	0.40	0.80	322,833
Marion County, FL	Aa3	153,657	25.50	40.00	24,491,254	4.50	0.30	1.60	331,298
Osceola County, FL	Aa2	194,747	39.80	26.90	18,160,189	18.30	1.80	3.40	268,685
Pasco County, FL	Aa3	190,066	31.00	27.30	29,358,362	7.00	0.20	1.70	464,697
Polk County, FL	Aa2	255,780	24.80	28.70	29,429,384	12.70	0.70	2.30	602,095
Seminole County, FL	Aa2	191,993	40.10	44.80	31,619,349	4.30	0.30	0.30	422,718
St. Johns County, FL	Aa1	142,486	32.20	28.80	23,320,033	2.60	0.90	0.80	190,039
St. Lucie County, FL	Aa2	125,868	59.70	25.60	27,259,641	9.80	0.50	4.00	277,789
Volusia County, FL	Aa3	166,003	32.30	24.20	35,244,108	7.00	0.60	0.90	494,593
Comparable FL County Medians	Aa2	151,075	30.05	27.10	25,460,499	6.26	0.45	1.00	287,421

* The Rating displayed in MFRAs is the most recent derived underlying rating issued by Moody's Investors Service, Inc.

The County's CB&A pledge would likely result in a rating which is one notch below the County's implied GO credit rating (and potentially a notch above the Capital Improvement Revenue Bond rating), as we typically see with other similar entities in Florida. This "AA" level credit quality would allow the County to establish an anti-dilution test (similar to an additional bonds test, or coverage calculation) and price a deal in the public market or via private placement bank loan. With support from PFM's pricing group and our recent bank loan pricing experience in Florida, we can help the County determine an estimated interest cost for the proposed financing. While the CB&A incorporates all non-ad valorem revenues, often times we see that the limiting constraint is the government's operating budget more than it is the issuer's theoretical financing capacity. Therefore, without an additional revenue stream created to support a specific debt program, a CB&A structure would likely result in the lowest borrowing costs to the County with the most theoretical financing capacity for a large, new money issuance.

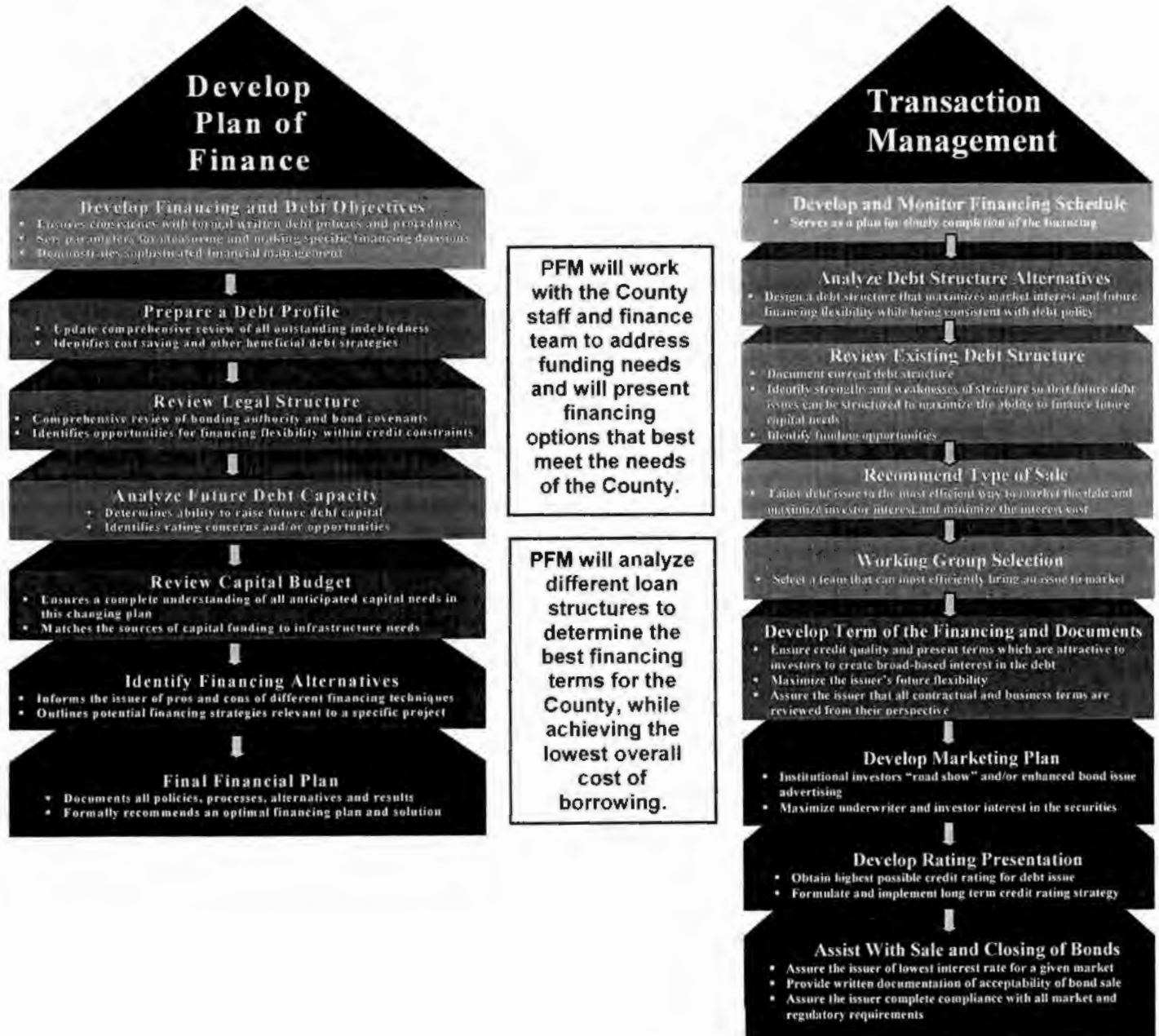
This process to establish a financing method is a significant portion of the team's effort to develop a plan of finance, as detailed on the following page. Once key policy decisions are made and the financing parameters are established, PFM works with staff through the transaction management process.



Section C. – 2. Financing Methods

Plan of Finance Development and Transaction Management

Before the actual issuance of debt, a viable plan of finance must be constructed. Once the Plan of Finance is in place, PFM works through the Transaction Management process to make certain that the necessary actions take place to complete the financing. In many instances, developing the Plan of Finance overlaps with the Transaction Management process. Our expertise in debt structuring, creating credit structures, managing the rating agency/insurer relationship and pricing bonds adds value during each phase of the financing process. The exhibits below outline PFM's approach to the development of long-term strategic financial plans. PFM will serve to administer each step of the plan of finance and transaction management.





Section C. – 2. Financing Methods

Debt Profile

PFM has developed a systematic approach to tracking our clients' debt portfolios and identifying/evaluating various refunding opportunities. In an effort to present a comprehensive, yet simple to understand, analysis of all historical and current debt, PFM has refined a process which has become known as "debt profiling". PFM's debt profiles are easy to use and custom built for each client. Each series report shows the important structural features of the County's bonds including the maturity date, coupon, yield, call date and price, and eligibility for advance, current or forward refunding under the tax code. As the County incurs additional debt and restructures/refinances existing debt, we will update the debt profile to reflect those changes.

PFM actively monitors client debt portfolios for refunding opportunities to achieve net present value savings and/or cash flow relief. Our active approach reduces the likelihood that our clients miss market opportunities and consistently produces significant reductions in interest expense. PFM's recommended savings threshold for a refunding varies depending on the type of refunding structure used (i.e. current refunding, advance refunding, or forward refunding), the risks inherent in the proposed refunding issue, and client preference. Our clients' debt policies often require a minimum of 3% net present value savings for advance refunding. PFM typically recommends higher savings thresholds for forward delivery or other alternative structures and may recommend lower savings thresholds for current refundings with short durations.

Unique among financial advisors, PFM has developed a computer program that estimates the amount of future option value that is captured in a refunding. The program calculates the estimated savings on a maturity by maturity basis due to the inherent differences in future option value of bonds with differing coupons and maturities. PFM typically recommends issuers advance refund bonds only when the savings threshold has been met and at least 60% of the estimated future option value can be obtained.

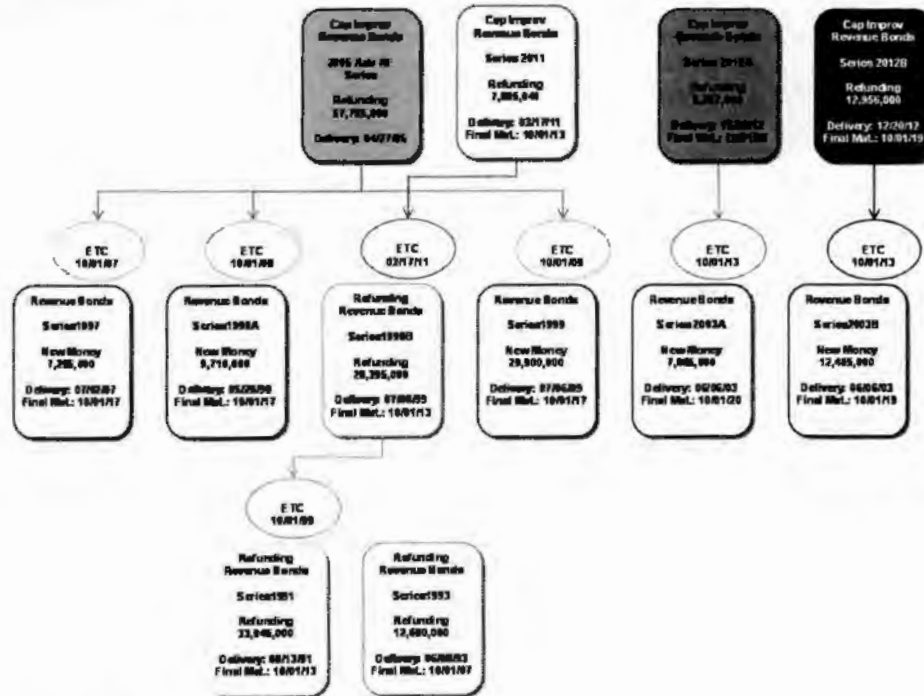
Lastly, the current interest rate environment of nearly zero short term rates results in a significant amount of negative arbitrage in most refunding escrows. PFM generally does not recommend an issuer proceed with an advance refunding if the negative arbitrage is equal to or exceeds the net present value savings of the refunding. To reduce the impact of the negative arbitrage, PFM has been structuring refunding issues to maximize the time between pricing and closing of refunding bonds to shorten the escrow period. Most underwriting desks have been willing to delay delivery for up to 30 days without any type of forward premium.



Section C. – 2. Financing Methods

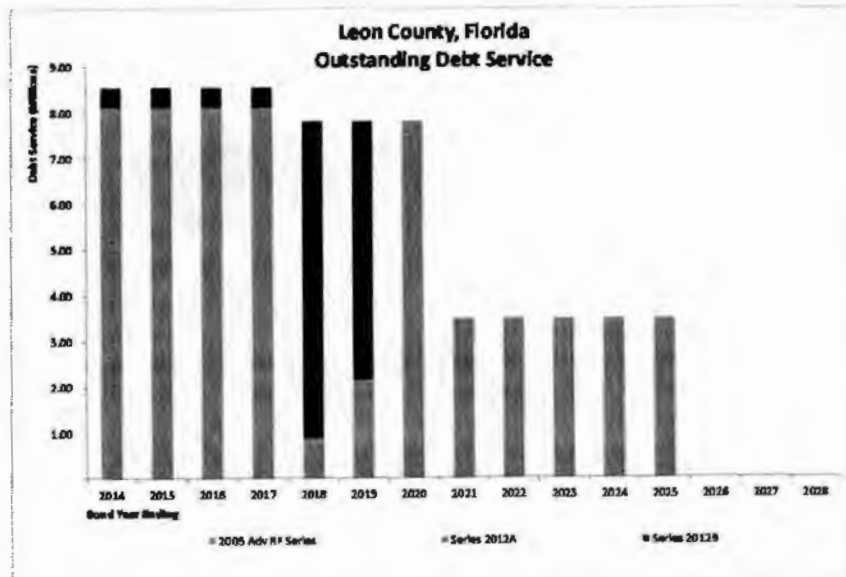
Debt Schematic Example

The debt schematic pictorially represents all bonds issued with a specific security. It serves to track which issues remains outstanding and which have been previously refunded. This allows PFM to track a transaction back to its original use and determine its eligibility for a current, advance or forward refunding.



Debt Service Graph Example

The below debt service graphs shows annual debt service requirements broken down by series and is color coordinated with the debt schematic on the prior page and series report on the following page.





Section C. – 2. Financing Methods

Series Report

PFM's proprietary Debt Profile model also creates summaries of each individual series of bonds. Below is the Series Report created for the Taxable Capital Improvement Revenue Bonds, Series 2012B Bonds.

Leon County, Florida Series by Series Analysis																	
Series 2012B (Taxable Municipal)		Capital Improvement Revenue Bonds				Underwriter		Bank of America Merrill Lynch		Financial Advisor - PFM							
Date	Comp.	Par Amount	Coupon	Yield	Bond Price	Applicable LST	Insurer	Prem	Redemption Status	Date	Optional Date	Price	Year	Principal	Int./Accr.	Fees	Net Debt Service
10/1/13	Serial	119,000	2.220%	2.220%	100.000				Matured				10/1/13				
10/1/14	Serial	158,000	2.220%	2.220%	100.000				Non-Callable				10/1/14	158,000	284,981		442,981
10/1/15	Serial	102,000	2.220%	2.220%	100.000				Non-Callable				10/1/15	162,000	281,474		443,474
10/1/16	Serial	196,000	2.220%	2.220%	100.000				Non-Callable				10/1/16	198,000	277,877		443,877
10/1/17	Serial	199,000	2.220%	2.220%	100.000				Non-Callable				10/1/17	169,000	274,192		443,192
10/1/18	Serial	6,998,000	2.220%	2.220%	100.000				Non-Callable				10/1/18	6,668,000	270,440		6,338,440
10/1/19	Serial	8,514,000	2.220%	2.220%	100.000				Non-Callable				10/1/19	8,514,000	122,411		8,636,411
Insurance Par		12,956,000										Outstanding Par		12,837,000			
Average Life		6.04 years										Average Life		4.87 years			
Purpose of Issue										Dates				Source of Funds			
Refund Series 2003B Bonds										Dated Date: 12/20/12				Par Amount: 12,956,000.00			
Series 2003B										Delivery Date: 12/20/12				Plus: CIP(OI):			
Direct Placement Bank Loan										Sale Date: 12/20/12				Total Proceeds: 12,986,000.00			
										First Interest Payment: 4/1/13				Costs of Issuance: 38,987.35			
										First Maturity Date: 10/1/13				Liquidated BP: 133,485.78			
														Accrued Interest:			
														Total Sources: \$13,089,485.78			
														Total Uses: \$13,089,485.78			

PFM Refunding Methodology

PFM's Refunding Model is unique in the industry and was developed by our in-house quantitative group. From the Debt Profile, PFM identified which outstanding bonds may be legally refunded on a current or advance basis and runs a maturity-by-maturity analysis in the Refunding Model. Likewise, forward refunding candidates are analyzed, by maturity, using appropriately adjusted forward borrowing rates. This maturity-by-maturity refunding screen is conducted using both the DBC Monitor program, which is currently the industry standard for such analysis, and PFM's Refunding Models.

As financial advisor to the County, PFM periodically reviews the County's outstanding debt to look for potential refunding opportunities. Given the current interest rate environment, we believe the County may be able to advance refund a portion of the callable Capital Improvement Revenue Bonds, Series 2005 (the "2005 Bonds") for over 5.8% present value (PV) savings. Output from PFM's proprietary Refunding Screen Model is shown below.

Leon County, FL Capital Improvement Bonds Maturity by Maturity Savings Analysis

Series	Dates	Issue Amount		Call Provisions		Yields				Savings	
		Maturity	Par Amount	Coupon	Date	Price	Bond (1)	Arbitrage	SLGS (2)	Escrow	PV (3)
Series 2005	10/1/2021	\$2,775,000	5.000%	10/1/2015	100.0%	3.100%	3.100%	0.190%	0.190%	144,706.64	5.215%
Series 2005	10/1/2022	\$120,000	4.500%	10/1/2015	100.0%	3.100%	3.100%	0.190%	0.190%	4,476.45	3.730%
Series 2005	10/1/2022	\$2,795,000	4.375%	10/1/2015	100.0%	3.100%	3.100%	0.190%	0.190%	83,520.94	2.988%
Series 2005	10/1/2023	\$3,045,000	5.000%	10/1/2015	100.0%	3.100%	3.100%	0.190%	0.190%	247,799.29	8.138%
Series 2005	10/1/2024	\$3,195,000	5.000%	10/1/2015	100.0%	3.100%	3.100%	0.190%	0.190%	262,978.60	8.231%
Series 2005	10/1/2025	\$340,000	4.625%	10/1/2015	100.0%	3.100%	3.100%	0.190%	0.190%	17,988.75	5.285%
Series 2005	10/1/2025	\$3,015,000	4.500%	10/1/2015	100.0%	3.100%	3.100%	0.190%	0.190%	128,825.42	4.273%

- (1) Assumes a Bank Loan rate of 3.10%
- (2) State and Local Government Series (SLGS) rates as of 3/8/14.
- (3) Present Value Savings as of 5/1/14.
- (4) PV Savings as a percentage of Refunded Par.



Section C. – 2. Financing Methods

The Series 2005 Bonds were issued in order to: (i) advance Refund certain Series 1997, Series 1998A and Series 1999 Bonds and (ii) finance renovations on the Courthouse. These bonds become callable on October 1, 2015 at par (100%). The portion of the 2005 Bonds issued for advance refunding purposes maturing after the call date could be *forward refunded* and the portion of the 2005 Bonds issued to finance the Courthouse maturing after the call date could be *advance refunded*. The 2005 Bonds eligible for advance refunding are outstanding in the principal amount of \$15,285,000 and mature in years 2021-2025. These bonds can be refunded prior to the call date, when refunding proceeds are deposited into a qualified escrow as a legal defeasance to retire debt from the County's books and pay-off bonds on the call date. By advance refunding outstanding callable bonds through the issuance of refunding bonds, we estimate that the County could realize approximately **\$890,000 (or 5.8% of refunded principal)** of PV debt service savings (net of issuance and escrow costs) based on current market interest rates.

The market requires an additional premium to forward refund bonds and at this time a forward refunding of the 2005 Bonds allocated to the advance refunding is not economical.

- **Maturity-by-Maturity Analysis** - It is important to note that PFM's maturity-by-maturity refunding screen is significantly more robust than any other in the municipal finance industry, including that provided by DBC. Our refunding screens are designed to not only calculate the savings that may be garnered by refunding a given bond, but also why this is the attainable savings level. For example, a typical DBC Monitor run may show a given maturity produces 2.5% PV savings as a percentage of the refunded par amount. PFM's model, on the other hand, will calculate this same percentage savings, but will also determine, by maturity, the dollar amount of negative arbitrage and/or transferred proceeds penalty attributable to that maturity. In this way, PFM can analyze why a given bond is or is not achieving a specified target savings level. It is valuable to know our example bond would generate 2.5% if refunded today. It is even more valuable to know that this bond could generate 4.0% savings if the negative arbitrage it incurs could be mitigated.
- **Marginal Savings Analysis** - To complete our thorough refunding analysis, PFM performs bond-by-bond marginal refunding analysis. In this analysis, each refunding candidate is systematically included then excluded from the universe of refunding candidates. If the PV savings increase more than the option-derived savings percentage by excluding a bond, its marginal impact on savings is negative and the bond is excluded. On the other hand, if excluding a bond decreases savings by more than the optimal savings %, the bond should be refunded. In this way the dynamic affect refunding given bonds may have on the refunding escrow structure and/or the refunding bond structure is calculated. Only in this way can an issuer optimize a given refunding.



Section C. – 3. Sale Process

3. Many issuers use competitive bidding as an alternative to negotiated sales. What is your view of these competing alternatives? For an Issuer with a strong credit rating, which provides the best prices (lowest yield)? Under which circumstances would you recommend each?

Negotiated and Competitive Sale Process

PFM possesses extensive expertise and experience in regard to both competitive and negotiated sales. Dependent on our client's needs and situation, PFM has experience in playing all roles in the negotiated sale financing process. We have positive working relationships with all of the national investment banking firms, as well as the major regional firms.

Likewise, PFM, as independent financial advisors, places considerable corporate emphasis on the professional and skillful conduct of competitive issues. The public finance departments of investment banks generate the vast majority of their revenues from negotiated bond issues and therefore have a natural bias both in attitude and experience to negotiated issues. PFM works on hundreds of competitive issues each year and, in fact, the team prides itself on successfully bringing issuers to the competitive markets. PFM is proud of its role as being on the leading edge of the municipal industry in developing innovative ways to use the competitive bid process. Our recommendation regarding the method of sale is derived after considering all the relevant factors.

PFM will recommend the method of sale that will provide the lowest cost of borrowing after taking into consideration market conditions, structural factors and the County's specific goals for the project and broader policies and objectives.

If a negotiated sale is determined to be the appropriate method, PFM has an unmatched expertise in negotiating the lowest cost possible for our clients. Assisting with bond pricing is one of the most critical roles of a financial advisor. Recognizing that, for over 30 years PFM has led the evolution of pricing techniques, resulting in savings to our clients of tens of millions of dollars. Time and time again underwriting firms have said "you can't do that" to many of the concepts PFM has developed, that are now industry standards including par calls, short calls, option analysis, minimizing discounts and premiums, designation rules and most recently the PFM Bond Pricing Group.

PFM recognizes that substantial empirical evidence supports the fact that competitive sales produce lower borrowing costs for municipal issuers. We also recognize that issuers (a.) have, at times, valid non-financial objectives to be achieved through debt issuances and (b.) may be subject to conditions that require added flexibility not present in competitive sales. As a result, PFM is highly experienced in both modes. Thomson-Reuters (SDC) reported competitive and negotiated transactions for PFM in 2013 as follows:

Mode	Transactions	\$ Millions
Competitive	373	12,895.6
Negotiated	395	33,175.4

PFM's role in both a negotiated and competitive sale has many similarities. Our job is simply to get the best results possible. This includes structuring, marketing and pricing of a transaction. Regardless of the choice of a negotiated or competitive sale, we run the numbers and prepare the sensitivity analyses necessary so that the County has an independent evaluation of the pricing. For a competitive sale, we work with a number of underwriters and investors to market the bonds, so that the maximum number of bids is received. On a negotiated sale, we support the marketing efforts of the senior manager and we begin to set pricing and interest rate expectations early in the process. That being said, the factors supporting one sales methodology versus another and our specific approach in more detail are highlighted on the following page.



Section C. – 3. Sale Process

Attributes	Competitive Sale	Negotiated Sale
Issuer		
<i>Type of Organization</i>	Broad-based, general-purpose government	Special-purpose, independent authority
<i>Frequency of Issuance</i>	Regular borrower in public market	New or infrequent issuer of debt
<i>Market Awareness</i>	Active secondary market with wide investor base	Little or no institutional base, but growing dealer interest
Credit Quality		
<i>Rating</i>	"A" or better	Below single "A"
<i>Pledged Revenues</i>	General obligation	Project supported revenues
<i>Security Structure</i>	Conventional resolution and cashflow; rate covenant and coverage	Unusual or weak covenants; subordinated debt
<i>Trend</i>	Stable	Improving or under stress
Market Conditions		
<i>Interest Rates</i>	Stable, predictable market	Volatile or declining market
<i>Demand</i>	Strong investor demand, good liquidity, light forward calendar	Oversold market, heavy supply
Debt Structure		
<i>Tax Status</i>	Tax-exempt, no concerns	Taxable
<i>Debt Instrument</i>	Traditional serial and term, full-coupon bonds	Aggressive use of innovative bond structuring, derivative products, swaps, or variable-rate debt instruments
Marketing		
<i>Use of Underwriters</i>	Broad market participation	Ability to select "best qualified" banker and direct business to local or regional firms
<i>Investors</i>	Process blind to ultimate investors	Sale can be managed to achieve wide distribution or targeted allotments
<i>Pre-marketing</i>	Limited need for pre-marketing – commodity, market pricing	Specific pre-sale activity to generate demand
<i>Flexibility in Timing</i>	Limited flexibility	Greatest flexibility in timing
<i>Fine Tuning Structure</i>	Limited options given to bidders	Unlimited ability to fine tune
Cost		
<i>Gross Spread</i>	Historically, spreads have been lower for competitive sales	Recent data shows negotiated deals to have equal or higher spreads than competitive sales
<i>Interest Rate</i>	Highest market price for commodity offered on day of sale	Best match of product with specific investor demand
Preparation		
<i>Resolution/ Structure</i>	Issuer determines own preference for managing	Professional banking support and more direct marketing input in balancing security for investor vs. flexibility for issuer
<i>Disclosure</i>	Issuer relies on own program disclosure	Underwriters' counsel assists in the preparation of official statement

Our recommendation regarding the method of sale is derived after considering all the above referenced factors. Issuer preference for focusing on local investors and minority participation are also considered. As an independent financial advisor, we have no vested interest in either method of sale so our advice is based solely on these factors.



Section C. – 4. Competitive Sale

4. In structuring a bond to be sold competitively, how do you secure information which provides the best prices (lowest yields) while maintaining desirability to investors in current market.

As discussed below, PFM's Bond Pricing Group prices 5 to 10 financings per week in the negotiated market. As a result, PFM has "real time" knowledge of changing investor demands and desires and we carry this information into setting parameters for competitive sales. Also, PFM typically manages over 300 competitive sales each year. As a result, we have developed certain approaches that assure optimal pricing. These approaches center on: (i) maximizing the number of bidders for an issue, (ii) developing an appropriate bond structure and (iii) incorporating issuer flexibility.

Maximizing the Number of Bidders. The principle of supply and demand suggests that the greater the number of bidders interested in a product, the more price competition there should be. PFM will advocate means to increase the number of syndicates bidding on an issuer's debt. These include:

- **Making it Easy to Bid.** Although we certainly follow any local conventions that you feel are appropriate, PFM will accept phoned bids, allow for use of Sure-Bid in lieu of good faith checks, prepare easy to complete bid forms, etc. We are confident that electronic bid technology will ultimately increase the number of bidders and the type of bid options.
- **"Working the Phones"**. During the days leading up to the sale date, PFM will call most of the firms traditionally involved in syndicates to make sure that they are aware of the upcoming issue. Admittedly, an offering by a client is not likely to be overlooked; however, we feel that these phone calls act as another method of putting our client's name in front of likely bidders.
- **Competitive-to-Negotiated Support.** It may be useful to let firms know that our client looks at the firms that aggressively support its competitive sales when it is time to pick managers for a negotiated sale. Firms will sometimes provide a more aggressive bid and/or break out of an established syndicate in order to get an issuer's attention.
- **Effective Bond Structure.** The interest rates that an issuer may receive certainly reflect the market's assessment of future interest rates. They also reflect, however, the changing preferences of investors for different types of bond structures. These preferences may be for non-callable, premium, discount, serial or term bonds to a greater or lesser extent - depending on tax year considerations, mutual fund objectives and expectations regarding interest rates.



Section C. – 5. Negotiated Sale

5. How do you handle the pricing of a bond to be sold through a negotiated transaction? What sources of information would you use and how would you confirm the veracity of the information provided by the underwriter.

PFM Bond Pricing Group

PFM is the only financial advisory firm in the country that has a specialty “Bond Pricing Group” that focuses solely on assisting the firm’s client on matters related to the pricing of bond issues. This team is based in our Charlotte office and is led by Todd Frazier, a Managing Director.

The Bond Pricing Group is involved in the pricing of 5-10 issues every week. For this reason, they have as much experience with the pricing and sale of municipal issues (\$40-\$50 billion per year) as the largest underwriting firms.

Our financial advisory professionals begin consulting with the Bond Pricing Group on various matters well before the scheduled sale of a client’s issue. Such discussions include a review of current market conditions, how recent comparable issues have been received in the market, and how investors are reacting to certain structural features (such as call provisions, coupon structure, discount and premium bonds, etc.). As the sale of the client’s issue approaches, the Bond Pricing Group will develop their own estimate of an interest rate scale for the client’s issue and will review that with the client before beginning discussions with the underwriters for the issue.

During the actual bond sale process, our Bond Pricing Group will be in constant contact with both the client and other PFM team members, as well as with the underwriters for the issue. We often propose solutions to challenges that arise during the marketing process, such as how an issue can be restructured modestly to respond to investor demand, with the goal of reducing the yield on the issue.

In summary, no other financial advisory firm can offer the level of independent expertise during the pricing of bond issues as PFM can. And, it is essential to note that the members of our Bond Pricing Group have absolutely no potential conflicts of interest in serving our clients. They spend 100% of their time serving clients from the financial advisory perspective, as PFM never serves as an underwriter.

Market Experience

PFM offers clients a unique blend of Wall Street knowledge, technical resources and an independent, local fiduciary perspective. As indicated in the table below, PFM is the most active Financial Advisor in the country and is a more frequent market participant than even the largest investment banking firms. In 2013, PFM assisted clients with 768 debt issues with a total par amount in excess of \$46 billion.

2013 Presence in the Market - Underwriters and Financial Advisors				
			No. Deals	Total Par (\$ Billion)
1.	Public Financial Management, Inc.	FA	768	46,071.0
2.	Bank of America Merrill Lynch	UW	386	44,952.9
3.	JP Morgan Securities LLC	UW	343	38,497.9
4.	Citi	UW	362	36,736.9
5.	Morgan Stanley	UW	236	20,647.2
6.	Goldman Sachs & Co	UW	93	17,215.8
7.	RBC Capital Markets	UW	571	17,013.1
8.	Wells Fargo & Co	UW	214	16,982.4
9.	Barclays	UW	121	13,915.2
10.	Piper Jaffray & Co	UW	626	10,996.0



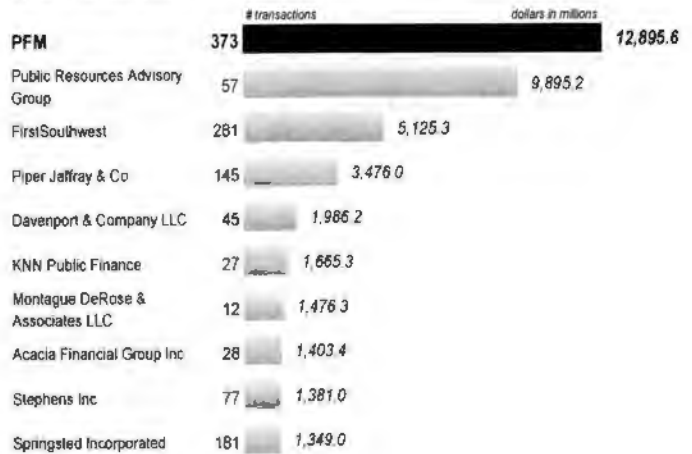
Section C. – 6. Internet Bidding

6. Please provide any information or commentary on the pros and cons of internet bidding on competitively sold bonds.

In 2013 PFM completed over \$3 billion more in bond sales through competitive auction than any other firm.

Electronic bidding is available to state and local issuers of competitively bid municipal bonds. It allows underwriters to submit their bids for a given bond or series of bonds via the Internet or a wire service. PFM was at the forefront of the service, having been one of the first FA firms to complete several electronically bid transactions with each of the primary providers. We have found that electronic bidding offers issuer's several advantages relative to traditional bidding methodologies, including: (i) enhanced competition; (ii) a facilitated bid submission process; (iii) a facilitated bid verification process; (iv) the ability to conduct "open" auctions; and (v) maturity-by-maturity bidding.

2013 Full Year Competitive Long Term Municipal New Issues
 National Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
 Source: Thomson Reuters



As the leading financial advisor for competitive sales, PFM is well versed on the two primary auction sites available to the County, Grant Street Group's MuniAuction and Parity's IPreo Auction site (www.i-deal.com). PFM also offers its clients the ability to receive bids for their bonds on MuniAuction via the firm's private label website, www.PFMauction.com. Since its introduction in March of 1999, the website has hosted hundreds of bond sales for a myriad of PFM's local government clients from smaller par amounts to par amounts exceeding \$250 million.

In each case, PFM independently evaluates and verifies the bids before recommending awarding the bonds. As recently performed for a Miami-Dade County Special Obligation Courthouse Revenue Bond issuance, PFM worked alongside County staff to ensure that all of the parameters were met and independently verified the bids using our bid verification model ("BVM"). Prior to the sale date, PFM assisted the County and legal counsel to prepare the Notice of Sale, ensure that all financing documents were correctly posted on the internet platform's website, and make follow-up calls to potential bidders. PFM was at the County's finance office the morning of the sale. At the conclusion of the bidding time, PFM independently entered each bidders scale into the BVM, verified each bid for the award parameters, and advised the County regarding the validity of bids.

Bond sales conducted on the *PFM* auction website are different from other competitive sales in several ways. The first difference is bidders have the option of bidding for the entire bond issue, an all-or-none (AON) bid or bidding on each individual maturity of the bond issue, which is referred to as maturity-by-maturity (MBM) bidding. It should also be noted that PFM's agreement with MuniAuction does not even marginally compromise PFM's ability to engage the services of the other electronic bidding service providers on behalf of our clients, as PFM receives no compensation or "add-on" from use of any auction site. PFM's firm-wide policy with regard to electronic bidding is to evaluate each service on a case-by-case basis in light of a given client's needs and preferences. This is done by analyzing the advantages and disadvantages that each site possesses (as outlined in the chart below) and determining which one best suits the specific needs of the client.



Section C. – 6. Internet Bidding

Regardless of the medium, electronic bid data can be instantaneously evaluated and rank ordered as bids are submitted facilitating the bid verification process. The electronic bidding system also records the bidding history of auction participants, showing the time and levels of successive bids for a given bond or bonds.

	MUNIAUCTION/PFM AUCTION		BIDCOMP/PARITY		BLOOMBERG	
	<i>Advantages</i>	<i>Disadvantages</i>	<i>Advantages</i>	<i>Disadvantages</i>	<i>Advantages</i>	<i>Disadvantages</i>
Type of Auction						
Maturity-by-Maturity Bidding	Only provider to offer MBM bidding	No empirical evidence MBM or open bidding reduces TIC		No MBM bidding		No MBM bidding
Open Auction	Only provider to offer Open Auction Format			No Open Auction		No Open Auction
Technological Considerations						
Platform	Entirely internet based	Relies on local servers both front end (bidder) and back end (issuer)	Direct wire service on front end (underwriter)	Relies on local server on back end (issuer)	Direct wire service throughout system if both underwriter and issuer subscribe	Relies on local server on back end (issuer) if issuer not a subscriber
Risk of System Failure	Near zero chance of Internet failure	Small chance of local server failure on front end (bidder)		Remote chance of wire service interruption		Remote chance of wire service interruption
Data Security	Secure socket layer to encrypt data	Small chance of data piracy	Proprietary wire service; near zero chance of data piracy		Proprietary wire service; near zero chance of data piracy	
Accessibility						
Bidders	Any party (including Investors) may access auction		Extension of existing service	Not all bidders subscribe to wire service	Extension of existing service	Not all bidders subscribe to wire service
Issuers	Easy access via an Internet browser		Easy access via an internet browser		Easy access via wire service, if subscriber, Internet if not	
Cost						
		Explicit fee for service (PFM does not receive any portion of this fee)	No explicit fee for this service		No explicit fee for service	



Section C. – 7. County’s Debt Structure

7. The County is interested in maintaining a relatively uncomplicated debt structure for ease of management and communications with the investment community. At the same time the County desires to maximize flexibility and borrowing capacity. Given these goals, what changes would you suggest to the counties existing debt structure?

The County currently maintains a relatively uncomplicated debt structure of approximately \$62.5 million in outstanding principal of fixed rate bonds. The annual debt service payments are \$8.5 million per year through 2017, decline to \$7.8 million per year through 2020 and then levels off at \$3.5 million thereafter and mature in 2025. Since a key goal is to retain an "...uncomplicated structure for ease of management and communications with the investment community..." Following are our thoughts on the debt structure moving forward:

- PFM believes that Leon County should not materially change its debt structure. The significant decline in debt service in only seven years affords the County material flexibility for additional debt and/or increased cash flow to the general fund.
- One factor to keep in mind in the event that the County desires to issue significant new money is that debt service coverage is somewhat thin (around 1.5x). While this does not impair the County's ability to borrow since the County could use other revenues, it is important to keep in mind if the County desires to use only this revenue pledge.
- Use of variable rate debt – We recognize the potential advantages of variable rate debt. In recent years, many municipalities have allocated a portion of their debt portfolio to variable rate obligations. Variable rate debt provides an opportunity for a borrower to capture a potential yield advantage but also introduces interest rate risk into the capital structure. This utilization of variable rate debt also requires an increased amount of staff time to monitor the position of this debt. While incorporating variable rate debt does not need to be a top priority, the County should evaluate variable rate options at the time of each future debt issuance.

We believe that the County has appropriate tools to create a financing strategy that can lead to the lowest cost of borrowing consistent with your broader policy and financial objectives.

Closing Thoughts

Throughout this proposal we have highlighted our capabilities to advise clients regarding all kinds of debt. We have tremendous expertise on financings ranging from the most straightforward general obligation bonds to the most complicated synthetic refundings. While our broad background will be an asset to the County for many years to come, it appears that the County's current debt structure is appropriate given the relatively small amount of debt outstanding and ease of management of this debt. The County would most likely obtain some benefit from introducing variable rate obligations into the County's debt structure, but these must be evaluated taking into consideration the increased staff time to manage debt and the associated risks. PFM will educate the County regarding all of the options at your disposal and the consequences of utilizing each of them and assist the County in evaluating and determining which techniques would benefit the County while staying with its long-term strategy.



A. Compensation



A. Compensation

As stated in Part V, Compensation, the County will compensate the financial advisory for on-going services through payment of an hourly rate. In this section of the proposal, the proposer must include the proposed hourly rate and separately, the Per Issue Fee to be charged for competitive, negotiated, and pooled loan transactions. If the proposer has identified other services to be provided, note whether these are included in the above compensation schedule or if there are additional charges. If so, the related fee schedule must be included. Identify whether the proposed fee schedule includes expenses. If not, provide an estimate, or an amount "not to exceed" on an annual basis. (Reference Section VI on page 7)

1) Fees: All work performed on behalf of the County not related to the issuance of debt, for which the Financial Advisor will be compensated separately, will be paid at an hourly rate. The proposed hourly rate shall be included in the firm's proposal.

Hourly Fee

PFM works with our clients on a daily basis to meet their needs and rarely charges for hourly work. Hourly fees are only charged for time intensive capital planning or strategic consulting work and all fees must be agreed upon in writing prior to the start of the project.

Experience Level

Hourly Rate

Managing Director <i>David Moore, Jay Glover</i>	\$200.00
Director and Senior Managing Consultant <i>Jeremy Niedfeldt, Marissa Wortman (or equivalent)</i>	\$175.00
Senior Analyst and Analyst <i>Hope Davidson, Pedro Varona (or equivalent)</i>	\$150.00

2) Per Issue Fees: The Proposer shall submit to the County a separate fee schedule for assisting with Bonds sold through Competitive Sale, Negotiated Sale and Loans from a pooled program. Conduit Issue Bonds issued by the County or by a separate agency should be listed under a separate fee schedule. (See Section D under VIII. Proposal Structure).

Minimum fee per issue:	<u>\$15,000.00</u>
For the first \$30 Million, per bond	<u>\$0.95/\$1,000</u>
For the next \$20 Million, per bond	<u>\$0.75/\$1,000</u>
Amounts over \$50 Million, per bond	<u>\$0.55/\$1,000</u>

3) Other Service Fees: Identify other financial services that you are proposing to provide and the cost to the County for such services.

Structured Products, Investment Advisory, and Arbitrage Rebate Services

The financial advisory compensation proposed above does not apply to services related to procurements of bond proceeds investments, investment management, arbitrage rebate or any other services reference in Section B. Fees for these special services shall be negotiated as a function of the complexity of the proposed engagement and the specific scope of services outlined. The services may be provided by Public Financial Management, Inc., PFM Asset Management LLC, or other members of the PFM Group. PFM fully discloses all fees related to any transaction.

Swaps used as debt management tools would also be subject to a negotiated fee schedule depending on the size and complexity of the transaction. Swap transactions would be executed by PFM Asset Management LLC subject to a letter agreement.



B. Complete and submit the following included forms:

Equal Opportunity/Affirmative Action Statement

Insurance Certification Form

Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary
Covered Transactions

Affidavit Certification Immigration Laws

Drug-Free Workplace Form

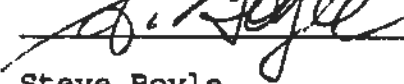


B. Completed Forms

RFP Title: Request for Proposals
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: 
Title: Steve Boyle
Firm: Public Financial Management, Inc.
Address: Two Logan Square, Suite 1600
Philadelphia, PA 19103

RFP Title: Request for Proposals for

Proposal Number: BC-XX-XX-XX-XX

Opening Date:

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General

Indicate Best Rating: A++

Liability:

Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating: A++

Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: A++

Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

RFP Title: Request for Proposals for
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers) - General Liability,
Automobile Liability, Workers' Compensation and Employer's Liability

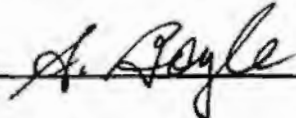
Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability,
Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Steve Boyle
Typed or Printed

Signature 

Date March 5, 2014

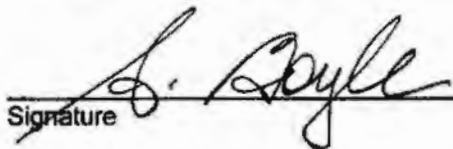
Title Managing Director
(Company Risk Manager or Manager with Risk

Authority)

RFP Title: Request for Proposals for
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature

Managing Director

Title

Public Financial Management, Inc.
Contractor/Firm

RFP Title: Request for Proposals
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Public Financial Management, Inc.

Signature: *S. Doyle* Title: Managing Director

STATE OF Pennsylvania
COUNTY OF Philadelphia

Sworn to and subscribed before me this 5th day of March, 2014

Personally known X

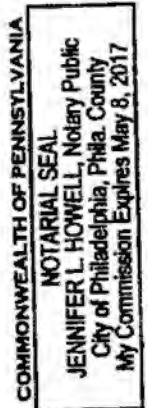
OR Produced identification _____

(Type of identification)

Jennifer L. Howell
NOTARY PUBLIC
Notary Public - State of Pennsylvania

My commission expires: May 8, 2017

Jennifer L Howell
Printed, typed, or stamped commissioned name of notary



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

RFP Title: Request for Proposals fo
Proposal Number: BC-XX-XX-XX-XX
Opening Date:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Public Financial Management, Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Responder's Signature

March 5, 2014
Date



Appendix

Equal Employment Opportunity
Insurance Statements
Florida Bond Finance Record



Equal Employment Opportunity

Equal Employment Opportunity - Affirmative Action Policy Statement

The PFM Group ("PFM"), including Public Financial Management and PFM Asset Management LLC, recognizes the value of a diverse workforce and welcomes each employee with his/her special skills and contributions. In addition to PFM's recognition of and commitment to diversity in its workforce, Equal Employment Opportunity (EEO) is the law.

The law, as well as PFM's policy, prohibits discrimination against applicants and employees on the basis of race, color, creed, religion, citizenship status, national origin, sexual orientation, disability, age, marital or civil union status or status with regard to public assistance.

The Chief Executive Officer of PFM and its Senior Management are committed to the policy and practice of EEO and Workforce Diversity. Each manager, at every level, is charged with the responsibility of carrying out this policy and fostering this practice.

PFM has developed an Affirmative Action Program and takes specific action to ensure that its EEO policy is practiced in all personnel transactions, including recruitment, hiring, training, promotion, demotion, compensation, benefits, transfers, termination, tuition assistance, as well as social and recreational programs.

Management and supervisory personnel are responsible for the implementation and effectiveness of EEO and Affirmative Action within the areas of their responsibilities. All employees of PFM are required to adhere to this policy and to cooperate in its implementation.

PFM has appointed Mike Aileo to manage the EEO and Affirmative Action Policies. His responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. The Chief Executive Officer of PFM will receive and review reports on the progress of the program.



Insurance Statement

Public Financial Management, Inc. ("PFM") is pleased to conform to the insurance requirements as outlined in the RFP. However, due to constraints imposed by the underlying insurer, our policies cannot be endorsed to guarantee notification if coverage is reduced or materially changed.

Therefore, PFM asserts the following and will be bound by submission of our proposal to Leon County. "PFM will not materially alter any of the insurance policies currently in force and relied on in this proposal. Further, PFM will not reduce any coverage amount below the limits specified in the RFP".

PFM has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$15 million and \$10 million, respectively.

Deductibles/SIR:

General Liability \$0
Automobile \$250 comprehensive
\$500 collision
Professional Liability (E&O) \$500,000
Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O)Indian Harbor Insurance Company; (A)
Financial Institution BondFederal Insurance Company; (A++)
General Liability Great Northern Ins. Company; (A++)
Automobile LiabilityFederal Insurance Company
Excess /Umbrella LiabilityFederal Insurance Company
Workers CompensationPacific Indemnity Company; (A++)
& Employers Liability

**Public Financial Management, Inc.
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Issuer Name	Series Name	Sale Date	Sale Type	Refunding Status	Principal Amount	Use Of Proceeds	PFM Role	Project Manager	Issuer Primary Contact	Issuer Phone
Oviedo, City of	Capital Improvement Revenue Note, Series 2011	01/10/2011	Private Placement	New Financing	1,300,000	Public Improvements & General Purpose	FA	Marissa Wortman	Jerry Boop	(407) 971-5531
Flagler County	Taxable Capital Improvement Note, Series 2011	01/27/2011	Private Placement	Refunding	2,800,000	Public Improvements & General Purpose	FA	Jay Glover	Jennifer Barker	(386) 313-4411
Escambia County Housing Finance Authority	Dormitory Revenue Bonds (University of West Florida Foundation, Inc. Project) Series 2011	02/01/2011	Negotiated	New Financing	16,525,000	Higher Education (Public), Higher Education (Private)	FA	Beth Greene	Susan Stephenson	(850) 474-2487
Florida Higher Educational Facilities Financing Authority	Educational Facilities Revenue and Refunding Bonds (Nova Southeastern University Project) Series 2011	02/03/2011	Negotiated	Refunding & New Financing	37,480,000	Higher Education (Public), Higher Education (Private)	FA	Timothy Kiley	Jeffrey Lowe	(954) 262-5299
Village Community Development District #9	Special Assessment Revenue Bonds, Series 2011	03/02/2011	Negotiated	New Financing	55,115,000	Economic Development, Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Miami-Dade County Public Schools	Certificates of Participation, Series 2011A	03/10/2011	Negotiated	Refunding	139,055,000	Primary & Secondary Education (Private & Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Certificates of Participation, Series 2011B	03/10/2011	Negotiated	Refunding	137,660,000	Primary & Secondary Education (Private & Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Leon County	Series 2011 Capital Improvement Revenue Bonds	03/17/2011	Private Placement	Refunding	7,895,040	Economic Development	FA	Jeremy Niedfeldt	Alan Rosenzweig	(850) 606-5318
Winter Springs, City of	Water and Sewer System Revenue Refunding Note, Series 2011A	03/25/2011	Private Placement	Refunding	8,464,905	Water & Sewer Facilities	FA	Brent Wilder	Shawn Boyle	(407) 327-5960
Sunshine State Governmental Financing Commission	Revenue Bonds, Series 2011A (Miami-Dade County Program)	03/30/2011	Negotiated	Refunding	247,600,000	Public Improvements & General Purpose	FA	Sergio Masvidal	Richard C. Dowdy	(850) 878-1874
Orange County, School District of	Certificates of Participation, Series 2008B (Remarketing)	04/04/2011	Private Placement	Refunding	105,000,000	Primary & Secondary Education (Private & Public)	FA	Brent Wilder	Rick Collins	(407) 317-3456
Sunshine State Governmental Financing Commission	Multimodal Revenue Bonds, Series 2011B (Miami-Dade County Program)	04/08/2011	Negotiated	Refunding	28,500,000	Public Improvements & General Purpose	FA	Sergio Masvidal	Richard C. Dowdy	(850) 878-1874
Sunshine State Governmental Financing Commission	Multimodal Revenue Bonds, Series 2011C (Miami-Dade County Program)	04/08/2011	Negotiated	Refunding	28,500,000	Public Improvements & General Purpose	FA	Sergio Masvidal	Richard C. Dowdy	(850) 878-1874
Orlando Utilities Commission	Utility System Revenue Refunding Bonds, Series 2011A	04/12/2011	Private Placement	Refunding	98,360,000	Electric & Public Power	FA	Dan Hartman	John Hearn	(407) 434-2169
Manatee County, School District of	Certificates of Participation (School Board of Manatee County, Florida Master Lease Program) Series 2011A	04/20/2011	Negotiated	New Financing	39,850,000	Primary & Secondary Education (Private & Public)	FA	Jay Glover	Angela Fraser	(941) 708-8770 ext. 2108
Higher Educational Facilities Financing Authority	Educational Facilities Revenue Refunding Bonds (Flagler College Inc. Project) Series 2011	04/26/2011	Private Placement	Refunding	3,259,916	Higher Education (Public), Higher Education (Private)	FA	Marissa Wortman	Pamela Leydon	(904) 819-6423

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Fort Walton Beach, City of	Capital Improvement Revenue Note, Series 2011	04/29/2011	Private Placement	New Financing	819,000	Fire Stations & Equipment, Golf	FA	Marissa Wortman	Brandy Ferris	(850) 833-9513
Jacksonville, City of	Capital Projects Revenue Bonds, Series 2008B	05/05/2011	Private Placement	Refunding	64,215,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Winter Springs, City of	Water and Sewer System Revenue Refunding Note, Series 2011A	05/10/2011	Private Placement	Refunding	870,617	Public Improvements & General Purpose	FA	Brent Wilder	Shawn Boyle	(407) 327-5960
Winter Springs, City of	Water and Sewer System Revenue Refunding Note, Series 2011B	05/11/2011	Private Placement	Refunding	870,617	Water & Sewer Facilities	FA	Brent Wilder	Shawn Boyle	(407) 327-5960
Winter Springs, City of	Water and Sewer System Revenue Refunding Note, Series 2011B	05/11/2011	Private Placement	Refunding	870,617	Water & Sewer Facilities	FA	Brent Wilder	Shawn Boyle	(407) 327-5960
Miami-Dade County	General Obligation Bonds (Building Better Communities Program) Series 2011A	05/17/2011	Competitive	New Financing	196,705,000	Public Improvements & General Purpose	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Miami-Dade County	General Obligation Refunding Bonds (Parks Program) Series 2011B	05/17/2011	Competitive	Refunding	37,945,000	Parks, Zoos & Beaches	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Miami-Dade County	Seaport General Obligation Refunding Bonds Series 2011C	05/17/2011	Competitive	Refunding	111,375,000	Seaports/Marine Terminals	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Broward County, School District of	Certificates of Participation, Series 2011A	05/19/2011	Negotiated	Refunding	175,510,000	Primary & Secondary Education (Private & Public)	FA	David Moore	Ben Leong	(754) 321-1990
St. Johns County Educational Facilities Authority	Educational Facilities Revenue Bonds (Flagler College, Inc. Project) Series 2011	05/20/2011	Private Placement	New Financing	10,000,000	Higher Education (Public), Higher Education (Private)	FA	Marissa Wortman	Pamela Leydon	(904) 819-6423
Jacksonville, City of	Special Revenue Bonds, Series 2011A	05/25/2011	Competitive	New Financing	108,880,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Winter Park, City of	General Obligation Refunding Bonds, Series 2011	05/25/2011	Competitive	Refunding	6,955,000	Public Improvements & General Purpose	FA	Jay Glover	Wes Hamil	(407) 599-3381
Pasco County School District	Certificate of Participation, Series 2008A (Remarketing)	05/27/2011	Remarketed	Refunding	83,580,000	Primary & Secondary Education (Private & Public)	FA	Brent Wilder	Olga Swinson	(813) 794-2272
Daytona Beach, City of	Capital Improvement Revenue Bonds, Series 2011A	06/07/2011	Negotiated	New Financing	33,460,000	Public Improvements & General Purpose	FA	Brent Wilder	Patricia Bliss	(386) 671-8060
Daytona Beach, City of	Capital Improvement Revenue Bonds, Series 2011B	06/07/2011	Negotiated	New Financing	2,160,000	Public Improvements & General Purpose	FA	Brent Wilder	Patricia Bliss	(386) 671-8060
Orlando Utilities Commission	Utility System Revenue Refunding Bonds, Series 2011B	06/07/2011	Negotiated	Refunding	69,675,000	Combined Utilities	FA	Dan Hartman	John Hearn	(407) 434-2169
Jacksonville, City of	Special Revenue Bonds, Series 2011B	06/09/2011	Competitive	New Financing	86,600,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Palm Beach County School District	Certificates of Participation, Series 2011A	06/15/2011	Negotiated	Refunding	112,425,000	Primary & Secondary Education (Private & Public)	FA	David Moore	Leanne Evans	(561) 649-6885
Sunshine State Governmental Financing Commission	Multimodal Revenue Bonds, Series 2011D (Miami-Dade County Program)	06/15/2011	Private Placement	Refunding	6,525,000	Public Improvements & General Purpose	FA	Sergio Masvidal	Richard C. Dowdy	(850) 878-1874
West Palm Beach, City of	Utility System Revenue Refunding Bonds, Series 2011A	06/16/2011	Negotiated	Refunding	19,200,000	Water & Sewer Facilities	FA	Sergio Masvidal	Richard Williams	(561) 494-1045

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Jacksonville, City of	Better Jacksonville Sales Tax Refunding Revenue Bonds, Series 2011	06/24/2011	Negotiated	Refunding	79,220,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Palm Beach County School District	Certificates of Participation, Series 2011B	06/29/2011	Private Placement	Refunding	166,210,000	Primary & Secondary Education (Private & Public)	FA	Brent Wilder	Leanne Evans	(561) 649-6885
Sunshine State Governmental Financing Commission	Revenue Bonds, Series 2011A	06/30/2011	Private Placement	Refunding & New Financing	43,860,000	Public Improvements & General Purpose	FA	Jay Glover	Richard C. Dowdy	(850) 878-1874
Sunshine State Governmental Financing Commission	Revenue Bonds, Series 2011B	06/30/2011	Private Placement	Refunding & New Financing	2,440,000	Public Improvements & General Purpose	FA	Jay Glover	Richard C. Dowdy	(850) 878-1874
Sunshine State Governmental Financing Commission	Revenue Bonds, Series 2011C	06/30/2011	Private Placement	Refunding & New Financing	4,865,000	Public Improvements & General Purpose	FA	Jay Glover	Richard C. Dowdy	(850) 878-1874
Tampa Bay Water, Regional Water Supply Authority	Utility System Refunding Revenue Bonds, Series 2011	07/19/2011	Negotiated	Refunding	104,645,000	Water & Sewer Facilities	FA	David Moore	Christina Sackett	(727) 669-4840
Tampa Bay Water, Regional Water Supply Authority	Utility System Refunding Revenue Bonds, Series 2011A	07/19/2011	Negotiated	Refunding	140,645,000	Combined Utilities, Water & Sewer Facilities	FA	David Moore	Christina Sackett	(727) 669-4841
Tampa Bay Water, Regional Water Supply Authority	Utility System Refunding Revenue Bonds, Series 2011B	07/19/2011	Negotiated	Refunding	148,920,000	Combined Utilities, Water & Sewer Facilities	FA	David Moore	Christina Sackett	(727) 669-4842
Lee County	Airport Revenue Refunding Bonds, Series 2011A (AMT)	08/04/2011	Negotiated	Refunding	174,450,000	Airports	FA	Ken Fullerton	Brian McGonagle	(239) 590-4515
Manatee County, School District of	Tax Anticipation Notes, Series 2011	08/04/2011	Negotiated	New Financing	50,000,000	Primary & Secondary Education (Private), Cash Flow Management, Primary & Secondary Education (Public)	FA	Jay Glover	Angela Fraser	(941) 708-8770 ext. 2108
Winter Springs, City of	Improvement Refunding Revenue Note, Series 2011	08/10/2011	Private Placement	Refunding	1,377,246	Public Improvements & General Purpose	FA	Brent Wilder	Shawn Boyle	(407) 327-5960
Miami-Dade County	Capital Asset Acquisition Special Obligation Bonds Series 2011A	08/18/2011	Competitive	New Financing	26,830,000	Stadiums & Sports Complexes	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Miami-Dade County	Capital Asset Acquisition Taxable Special Obligation Bonds Series 2011B	08/18/2011	Competitive	New Financing	9,000,000	Stadiums & Sports Complexes	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Orange County Health Facilities Authority	Orlando Health, Inc. Private Placement Series 2011	09/01/2011	Private Placement	Refunding	83,175,000	Hospitals	FA	Errol Brick	Michael Ryan	(407) 418-6357
Jacksonville Electric Authority	St. Johns River Power Park System, Refunding Revenue Bonds Issue Two, Series Twenty-Four	09/20/2011	Negotiated	Refunding	7,935,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	St. Johns River Power Park System, Refunding Revenue Bonds Issue Two, Series Twenty-Four	09/20/2011	Negotiated	Refunding	46,480,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054

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Jacksonville Electric Authority	St. Johns River Power Park System, Refunding Revenue Bonds Issue Two, Series Twenty-Three	09/20/2011	Negotiated	Refunding	310,995,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Miami-Dade County	Public Service Tax Revenue Refunding Bonds (UMSA Public Improvements) Series 2011	09/21/2011	Competitive	Refunding	86,890,000	Public Improvements & General Purpose	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Palm Beach County School District	Tax Anticipation Notes, Series 2011	09/21/2011	Competitive	New Financing	115,000,000	Primary & Secondary Education (Private & Public), Cash Flow Management	FA	David Moore	Leanne Evans	(561) 649-6885
Boca Raton, City of	General Obligation Refunding Bonds, Series 2011 (Fire Station Projects)	09/27/2011	Competitive	Refunding	9,525,000	Fire Stations & Equipment	FA	Jay Glover	Linda Davidson	(561) 393-7737
Boca Raton, City of	General Obligation Refunding Bonds, Series 2011A (Library Projects)	09/27/2011	Competitive	Refunding	6,060,000	Libraries & Museums	FA	Jay Glover	Linda Davidson	(561) 393-7737
Winter Park, City of	Water and Sewer Refunding Revenue Bonds, Series 2011	09/28/2011	Competitive	Refunding	14,155,000	Water & Sewer Facilities	FA	Jay Glover	Wes Hamil	(407) 599-3381
Marion County School District	Tax Anticipation Notes, Series 2011	10/12/2011	Competitive	New Financing	12,500,000	Primary & Secondary Education (Private & Public), Cash Flow Management	FA	Brent Wilder	Theresa Boston-Ellis	(352) 671-7704
Broward County, School District of	Tax Anticipation Notes, Series 2011	10/19/2011	Competitive	New Financing	125,000,000	Primary & Secondary Education (Private & Public), Cash Flow Management	FA	David Moore	Ben Leong	(754) 321-1990
Winter Springs, City of	Special Assessment Revenue Refunding Note, Series 2011	10/24/2011	Private Placement	Refunding	1,765,000	Public Improvements & General Purpose	FA	Brent Wilder	Shawn Boyle	(407) 327-5960
Blueprint 2000 Intergovernmental Agency	Blueprint 2000 Intergovernmental Agency Sales Tax Revenue Refunding Bonds, Series 2011	10/27/2011	Competitive	Refunding	35,945,000	Public Improvements & General Purpose	FA	David Moore	Wayne Tedder	(850) 891-6400
Osceola County	Infrastructure Sales Surtax Revenue Refunding Bonds, Series 2011	11/03/2011	Negotiated	Refunding	29,500,000	Public Improvements & General Purpose	FA	Brent Wilder	Michael Kurek	(407) 742-1700
Palm Beach County School District	Certificates of Participation Series 2011D	11/21/2011	Private Placement	New Financing	25,065,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Leanne Evans	(561) 649-6885
Palm Beach County School District	Certificates of Participation, Series 2011C	11/21/2011	Private Placement	New Financing	15,355,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Leanne Evans	(561) 649-6885
Duval County School Board	Revenue Anticipation Note, Series 2011	12/16/2011	Private Placement	New Financing	4,910,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Stephen Bright	(904) 390-2322
Collier County	Special Obligation Refunding Revenue Bonds, Series 2011	12/19/2011	Competitive	Refunding	92,295,000	Public Improvements & General Purpose	FA	Sergio Masvidal	Mark Isackson	(239) 252-8717
Orange County, School District of	Certificates of Participation, Series 2012A	01/04/2012	Negotiated	Refunding	56,445,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Rick Collins	(407) 317-3456
Jacksonville Electric Authority	Electric System Revenue Bonds, Series Three 2012A	01/12/2012	Negotiated	Refunding	60,750,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Electric System Subordinated Revenue Bonds, 2012 Series A	01/12/2012	Negotiated	Refunding	114,130,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Boynton Beach, City of	Utility System Revenue Bonds, Series 2012	01/18/2012	Negotiated	Refunding & New Financing	45,895,000	Water & Sewer Facilities	FA	Jay Glover	E. Barrett (Barry) Atwood, Sr., CPA	(561) 742-6311

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Village Community Development District #9	Special Assessment Revenue Bonds, Series 2012	01/19/2012	Negotiated	New Financing	53,770,000	Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Jacksonville Electric Authority	Water and Sewer System Revenue Bonds, 2012 Series A	01/24/2012	Negotiated	Refunding	334,555,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Water and Sewer System Subordinated Revenue Bonds, 2012 Series A	01/24/2012	Negotiated	Refunding	20,320,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Orlando, City of	Tax Increment Revenue Refunding Bonds, (Republic Drive/Universal Blvd District) Series 2012	01/26/2012	Negotiated	Refunding	29,430,000	Public Improvements & General Purpose	FA	Brent Wilder	Rebecca Sutton	(407) 246-2452
Key West, City of	Sewer System Revenue Bonds, Series 2012	02/14/2012	Private Placement	New Financing	4,065,000	Water & Sewer Facilities	FA	David Moore	Nancy S. Kielman	(305) 809-3821
Seminole County School Board	Certificates of Participation, Series 2012A	02/22/2012	Negotiated	Refunding	27,095,000	Primary & Secondary Education (Public)	FA	Jay Glover	Paul Duren	407-320-0050
Panama City Beach, City of	Utility Revenue Refunding Bonds, Series 2012	02/23/2012	Negotiated	Refunding	20,910,000	Combined Utilities	FA	Jay Glover	Holly White	(850) 233-5100 Ext 2408
Brevard County	Non Ad Valorem Revenue Note, Series 2012	02/28/2012	Negotiated	New Financing	6,000,000	Police Stations & Equipment	FA	Jay Glover	Stockton Whitten	(321) 633-2005
Manatee County, School District of	Sales Tax Refunding Bond, Series 2012	03/01/2012	Negotiated	Refunding	49,490,000	Primary & Secondary Education (Public)	FA	Jay Glover	Angela Fraser	(941) 708-8770 ext. 2108
Broward County, Florida	General Obligation Refunding Bonds, Series 2012	03/06/2012	Negotiated	Refunding	101,345,000	Parks, Zoos & Beaches	FA	David Moore	Leah Brasso	(954) 357-7133
Broward County, Florida	Water and Sewer Utility Revenue Bonds, Series 2012A	03/08/2012	Negotiated	New Financing	140,625,000	Water & Sewer Facilities	FA	Marissa Wortman	Leah Brasso	(954) 357-7133
Broward County, Florida	Water and Sewer Utility Revenue Refunding Bonds, Series 2012B	03/08/2012	Negotiated	Refunding	110,920,000	Water & Sewer Facilities	FA	Marissa Wortman	Leah Brasso	(954) 357-7133
Broward County, Florida	Water and Sewer Utility Revenue Refunding Bonds, Series 2012C (Taxable)	03/08/2012	Negotiated	Refunding	47,655,000	Water & Sewer Facilities	FA	Marissa Wortman	Leah Brasso	(954) 357-7133
Orlando, City of	Capital Improvement Refunding Special Revenue Bonds, Series 2012A	03/13/2012	Competitive	Refunding	9,965,000	Parks, Zoos & Beaches	FA	Brent Wilder	Rebecca Sutton	(407) 246-2452
Stuart, City of	Non-Ad Valorem Refunding Revenue Note, Series 2012	03/15/2012	Negotiated	Refunding	1,830,000	Public Improvements & General Purpose	FA	Jay Glover	Dorothy Zaharako	(772) 288-5310
Jacksonville, City of	Series 2012	03/21/2012	Negotiated	Refunding	280,050,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	Series 2012A	03/21/2012	Negotiated	Refunding	151,660,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	Series 2012B	03/21/2012	Negotiated	Refunding	57,730,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	Better Jacksonville Sales Tax Refunding Revenue Bonds, Series 2012	03/22/2012	Negotiated	Refunding	280,050,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	Transportation Refunding Revenue Bonds, Series 2012A	03/22/2012	Negotiated	Refunding	151,660,000	Other Transportation	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Orange County, School District of	Series 2012B Refunding Series 2002A	03/27/2012	Negotiated	Refunding	78,730,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Rick Collins	(407) 317-3456
Lake County School District	Certificates of Participation, Series 2012A	03/28/2012	Negotiated	Refunding	23,065,000	Primary & Secondary Education (Public)	FA	Jay Glover	Carol Macleod	(352) 253-6566

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Orange County	Sales Tax Refunding Bonds, Series 2012B	04/03/2012	Competitive	Refunding	97,295,000	Public Improvements & General Purpose	FA	Jay Glover	Fred Winterkamp	(407) 836-2920
Orange County	Taxable Sales Tax Revenue Refunding Bonds, Series 2012A	04/03/2012	Negotiated	Refunding	16,805,000	Public Improvements & General Purpose	FA	David Moore	Fred Winterkamp	(407) 836-2920
Palm Beach County School District	Series 2012A - Refunding Series 2002D	04/03/2012	Negotiated	Refunding	20,085,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Leanne Evans	(561) 649-6885
Broward County, School District of	Certificates of Participation, Series 2012A	04/05/2012	Negotiated	Refunding	270,650,000	Primary & Secondary Education (Public)	FA	David Moore	Ben Leong	(754) 321-1990
Daytona Beach, City of	Series 2012 - Refunding Series 2004	04/12/2012	Competitive	Refunding	18,810,000	Police Stations & Equipment	FA	Brent Wilder	Patricia Bliss	(386) 671-8060
Tampa Port Authority	Refunding Revenue Bond, Series 2012	04/20/2012	Private Placement	Refunding	19,675,000	Seaports/Marine Terminals	FA	David Miller	Mike Macaluso	(813) 905-5160
Orange County Health Facilities Authority	Series 2012	04/25/2012	Negotiated	Refunding	19,255,000	Assisted Living	FA	Tim Kiley	Michael Ryan	(407) 418-6358
Florida Higher Educational Facilities Financing Authority	Educational Facilities Revenue and Refunding Bonds	05/01/2012	Negotiated	Refunding	46,090,000	Higher Education (Private)	FA	Tim Kiley	Jeffrey Lowe	(954) 262-5299
Village Community Development District No. 4	Series 2012 - Refunding Series 2002	05/01/2012	Private Placement	Refunding	5,732,031	Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Orlando, City of	CRA Tax Increment Revenue Refunding Bonds (Conroy Road Dist), Series 2012	05/02/2012	Negotiated	Refunding	19,225,000	Toll Roads, Highways & Streets	FA	Brent Wilder	Rebecca Sutton	(407) 246-2452
Lake County School District	Sales Tax Refunding Bonds, Series 2012	05/03/2012	Private Placement	Refunding	16,370,000	Public Improvements & General Purpose	FA	Jay Glover	Carol Madeod	(352) 253-6566
Orange County Health Facilities Authority	Orlando Health Series 2012A	05/03/2012	Negotiated	New Financing	152,295,000	Hospitals	FA	Errol Brick	Michael Ryan	(407) 418-6355
Orange County Health Facilities Authority	Orlando Health Series 2012B	05/03/2012	Negotiated	New Financing	32,580,000	Hospitals	FA	Errol Brick	Michael Ryan	(407) 418-6356
Collier County	Gas Tax Refunding Revenue Bonds, Series 2012	05/15/2012	Competitive	Refunding	38,680,000	Gas	FA	Sergio Masvidal	Mark Isackson	(239) 252-8717
Lake County School District	Refunding COPs, Series 2012B	05/16/2012	Negotiated	Refunding	20,655,000	Primary & Secondary Education (Public)	FA	Jay Glover	Carol Madeod	(352) 253-6566
Manatee County, School District of	Revenue Anticipation Note, Series 2012	05/17/2012		New Financing	3,500,000	Primary & Secondary Education (Public)	FA	Jay Glover	Angela Fraser	(941) 708-8770 ext. 2108
Winter Springs, City of	Limited General Obligation Refunding Note, Series 2012	05/18/2012	Private Placement	Refunding	2,739,107	Parks, Zoos & Beaches	FA	Brent Wilder	Shawn Boyle	(407) 327-5960
Miami-Dade County Public Schools	Series 2012A - Refunding Series 2003D	05/23/2012	Negotiated	Refunding	149,365,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Series 2012B-1 - Refunding Series 2004A	05/23/2012	Negotiated	Refunding	13,765,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Series 2012B-2 - Refunding Series 2005A	05/23/2012	Negotiated	Refunding	15,655,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Collier County	Limited General Obligation Note (Radio Road MSTU Project), Series 2012	06/01/2012	Private Placement	New Financing	550,000	Toll Roads, Highways & Streets	FA	Sergio Masvidal	Mark Isackson	(239) 252-8717
Coral Gables	Refunding Revenue Bond, Series 2012	06/05/2012		Refunding	49,350,000	Economic Development	FA	Jay Glover	Diana Gomez	(305) 460-5275
Marion County, FL	Utilities System Revenue Refunding Bonds, Series 2012	06/12/2012	Negotiated	Refunding	39,940,000	Combined Utilities	FA	Jay Glover	John W. Garri	(352) 671-5520

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Issuer Name	Series Name	Sale Date	Sale Type	Refunding Status	Principal Amount	Use Of Proceeds	PFM Role	Project Manager	Issuer Primary Contact	Issuer Phone
Osceola County	Tourist Development Tax Revenue Refunding and Improvement Bonds Series 2012	06/20/2012	Negotiated	Refunding & New Financing	74,790,000	Public Improvements & General Purpose	FA	Brent Wilder	Michael Kurek	(407) 742-1700
Marion County School District	Series 2012 - Refunding Series 2003	06/29/2012	Negotiated	Refunding	23,005,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Theresa Boston-Ellis	(352) 671-7704
Volusia, County of	Capital Improvement Refunding Revenue Bond, Series 2012	07/03/2012	Private Placement	Refunding	4,780,000	Economic Development	FA	Jay Glover	Rhonda Orr	(386) 943-7054
Jacksonville Electric Authority	Issue Three, Series Six	07/11/2012	Negotiated	Refunding	121,475,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Orlando Utilities Commission	Utility System Revenue Refunding Bonds, Series 2012A	07/11/2012	Negotiated	Refunding	52,935,000	Electric & Public Power	FA	Daniel Hartman	John Hearn	(407) 434-2169
Miami-Dade County Public Schools	Tax Anticipation Notes, Series 2012	07/12/2012	Negotiated	New Financing	290,000,000	Primary & Secondary Education (Private & Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Gainesville Regional Utilities	Utilities System Revenue Bonds, 2012 Series A	07/13/2012	Negotiated	Refunding	81,860,000	Electric & Public Power	FA	Michael Mace	Jennifer Hunt	(352) 393-1312
Jacksonville Electric Authority	Water and Sewer System Revenue Bonds, 2012 Series B	07/17/2012	Negotiated	Refunding	136,725,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Water and Sewer System Subordinated Revenue Bonds, 2012 Series B	07/17/2012	Negotiated	Refunding	41,640,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
New Port Richey, City of	New Port Richey Series 2012 Bank Loan Refinancing	07/18/2012	Private Placement	Refunding	6,449,269	Public Improvements & General Purpose	FA	Marissa Wortman	Doug Haag	(727) 853-1053
New Port Richey, City of	Water and Sewer Refunding Revenue Bond, Series 2012	07/18/2012	Private Placement	Refunding	7,463,443	Water & Sewer Facilities	FA	Marissa Wortman	Doug Haag	(727) 853-1054
Manatee County, School District of	Tax Anticipation Notes, Series 2012	07/24/2012	Competitive	New Financing	50,000,000	Primary & Secondary Education (Public)	FA	Jay Glover	Angela Fraser	(941) 708-8770 ext. 2108
Jacksonville Electric Authority	Electric System Subordinated Revenue Bonds, 2012 Series B	07/25/2012	Negotiated	Refunding	109,605,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Electric System Revenue Bonds, Series Three 2012B	07/31/2012	Negotiated	Refunding	140,640,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Florida Higher Educational Facilities Financing Authority	Educational Facilities Revenue Bonds, Series 2009	08/01/2012	Private Placement	New Financing	53,633,362	Higher Education (Private)	FA	Tim Kiley	Jeffrey Lowe	(954) 262-5299
Gainesville Regional Utilities	City of Gainesville, Florida Variable Rate Utilities System Revenue Bonds, 2012 Series B	08/01/2012	Negotiated	Refunding	100,470,000	Electric & Public Power	FA	Michael Mace	Jennifer Hunt	(352) 393-1312
Kansas Development Finance Authority	Hospital Revenue Refunding Bonds, Series 2012A	08/01/2012	Negotiated	Refunding	276,965,000	Hospitals	FA	Tim Kiley	Kansas Development Finance Authority	(785) 357-4445, ext 304
West Palm Beach, City of	2012 Refunding of 1996AB SRF Loans	08/08/2012	Private Placement	Refunding	3,435,000	Water & Sewer Facilities	FA	Sergio Masvidal	Richard Williams	(561) 494-1045
West Palm Beach, City of	Series 2012 Bank Loan, New Money Portion	08/08/2012	Private Placement	New Financing	10,565,000	Water & Sewer Facilities	FA	Sergio Masvidal	Richard Williams	(561) 494-1045
Seminole County School Board	Certificates of Participation, Series 2012B	08/10/2012	Negotiated	Refunding	28,885,000	Primary & Secondary Education (Public)	FA	Jay Glover	Paul Duren	407-320-0050
Jacksonville Electric Authority	Issue Two, Series Twenty-Five	08/16/2012	Negotiated	Refunding	85,135,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Daytona Beach, City of	Utility System Refunding and Improvement Revenue Bonds, Series 2012	08/17/2012	Negotiated	Refunding & New Financing	54,450,000	Water & Sewer Facilities	FA	Brent Wilder	Patricia Bliss	(386) 671-8060

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Sarasota County, Florida	First Guaranteed Revenue Refunding Bonds, Series 2012	08/24/2012	Negotiated	Refunding	5,925,000	Public Improvements & General Purpose	FA	Jay Glover	Peter Ramsden	(941) 861-5166
Sarasota County, Florida	Utility System Refunding Revenue Bonds, Series 2012	08/24/2012	Private Placement	Refunding	1,950,000	Combined Utilities	FA	Jay Glover	Peter Ramsden	(941) 861-5166
Sarasota County, Florida	Utility System Revenue Refunding Note, Series 2012	08/24/2012	Private Placement	Refunding	8,510,000	Combined Utilities	FA	Jay Glover	Peter Ramsden	(941) 861-5166
Crystal River, City of	Series 2012 Bank Term Loan	08/27/2012	Negotiated	Refunding	5,283,000	Water & Sewer Facilities	FA	Jeremy Niedfeldt	Andy Houston	(352) 795-4216 ext. 302
Walton County	Sales Surtax Revenue Notes, Series 2012A-1	08/30/2012	Private Placement	New Financing	10,000,000	Bridges	FA	Jay Glover	Gerry Demers	(850) 892-8155
Walton County	Sales Surtax Revenue Notes, Series 2012A-2	08/30/2012	Private Placement	New Financing	10,000,000	Bridges	FA	Jay Glover	Gerry Demers	(850) 892-8156
Walton County	Sales Surtax Revenue Notes, Series 2012A-3	08/30/2012	Private Placement	New Financing	10,000,000	Bridges	FA	Jay Glover	Gerry Demers	(850) 892-8157
Walton County	Sales Surtax Revenue Notes, Series 2012A-4	08/30/2012	Private Placement	New Financing	10,000,000	Bridges	FA	Jay Glover	Gerry Demers	(850) 892-8158
Walton County	Sales Surtax Revenue Notes, Series 2012B	08/30/2012	Private Placement	New Financing	35,195,000	Other Transportation	FA	Jay Glover	Gerry Demers	(850) 892-8159
West Palm Beach, City of	Series 2012A Refunding Bonds	09/05/2012	Negotiated	Refunding	43,040,000	Water & Sewer Facilities	FA	Sergio Masvidal	Richard Williams	(561) 494-1045
Orange County	Sales Tax Revenue Refunding Bonds, Series 2012C	09/06/2012	Negotiated	Refunding	96,195,000	Economic Development	FA	David Moore	Fred Winterkamp	(407) 836-2920
Volusia, County of	Airport System Refunding Revenue Bonds, Series 2012	09/07/2012	Private Placement	Refunding	6,335,000	Airports	FA	Jay Glover	Rhonda Orr	(386) 943-7054
Volusia, County of	Water and Sewer Refunding Revenue Bonds, Series 2012	09/07/2012	Private Placement	Refunding	730,000	Water & Sewer Facilities	FA	Jay Glover	Rhonda Orr	(386) 943-7054
Volusia, County of	Water and Sewer Refunding Revenue Bonds, Series 2012A	09/07/2012	Private Placement	Refunding	4,720,000	Water & Sewer Facilities	FA	Jay Glover	Rhonda Orr	(386) 943-7054
Palm Beach County School District	Certificates of Participation, Series 2012C	09/10/2012	Negotiated	New Financing	67,145,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Leanne Evans	(561) 649-6885
Broward County, School District of	Series 2006B Remarketing	09/12/2012	Private Placement	Refunding	65,000,000	Primary & Secondary Education (Public)	FA	David Moore	Ben Leong	(754) 321-1990
Jacksonville Port Authority	Revenue and Refunding Bonds, Series 2012 (AMT)	09/13/2012	Negotiated	Refunding & New Financing	87,410,000	Public Improvements & General Purpose	FA	David Miller	Michael Poole	(904) 357-3061
Palm Beach County School District	Tax Anticipation Notes, Series 2012	09/19/2012	Private Placement	New Financing	115,000,000	Primary & Secondary Education (Private & Public)	FA	Brent Wilder	Leanne Evans	(561) 649-6885
Flagler County School Board	Tax Anticipation Note, Series 2012	09/20/2012		New Financing	6,000,000	Primary & Secondary Education (Public)	FA	Jay Glover	Tom Tant	(386) 437-7526
Town of Belleair	Capital Improvement Revenue Bond, Series 2012	09/21/2012	Negotiated	New Financing	10,000,000	Economic Development	FA	Jay Glover	JP Murphy	(727) 588-3769 x205
Jacksonville, City of	2012A Bank Loan (New Money)	09/28/2012	Private Placement	New Financing	4,040,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	2012B Bank Loan (RMTN)	09/28/2012	Private Placement	Refunding	6,320,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Clermont, City of	Public Improvement Refunding Revenue Note, Series 2012	10/09/2012	Private Placement	Refunding	2,612,000	Public Improvements & General Purpose	FA	Marissa Wortman	Joseph Van Zile	352-241-7368
St. John's County	Series 2012A Sales Tax Revenue Refunding Bonds	10/12/2012	Negotiated	Refunding	35,285,000	Economic Development	FA	Jay Glover	Allen MacDonald	(904) 819-3669
St. John's County	Series 2012B Sales Tax Revenue Refunding Bonds	10/12/2012	Negotiated	Refunding	5,745,000	Economic Development	FA	Jay Glover	Allen MacDonald	(904) 819-3669
Broward County, School District of	Tax Anticipation Note, Series 2012	10/16/2012	Competitive	New Financing	125,000,000	Primary & Secondary Education (Public)	FA	Jay Glover	Ben Leong	(754) 321-1990

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Issuer Name	Series Name	Sale Date	Sale Type	Refunding Status	Principal Amount	Use Of Proceeds	PFM Role	Project Manager	Issuer Primary Contact	Issuer Phone
Tallahassee, City of	Series 2012 Advance Refunding of 2004 Bonds	10/16/2012	Negotiated	Refunding	49,165,000	Economic Development	FA	David Moore	James O. Cooke, IV	(850) 891-8146
Boynton Beach Community Redevelopment Agency	Tax Increment Refunding Revenue Bonds, Series 2012A	10/18/2012	Private Placement	Refunding	12,934,000	Public Improvements & General Purpose	FA	Jay Glover	Vivian L. Brooks	(561) 737-3256 Ext. 211
Boynton Beach Community Redevelopment Agency	Tax Increment Refunding Revenue Bonds, Series 2012B	10/18/2012	Private Placement	Refunding	3,251,000	Public Improvements & General Purpose	FA	Jay Glover	Vivian L. Brooks	(561) 737-3256 Ext. 212
City of Oldsmar	Non-Ad Valorem Refunding Revenue Note, Series 2012	10/18/2012	Private Placement	Refunding	1,550,000	Economic Development	FA	Jeremy Niedfeldt	Alan Braithwaite	(813) 749-1107
Melbourne, City of	Series 2012 Water and Sewer Refunding and Improvement Revenue Bonds	10/18/2012	Negotiated	Refunding & New Financing	12,200,000	Water & Sewer Facilities	FA	Jay Glover	Michele Ennis	(321) 608-7010
Flagler County	Tax Anticipation Note, Series 2012	10/22/2012	Negotiated	New Financing	5,000,000	Cash Flow Management	FA	Jay Glover	Jennifer Barker	(386) 313-4411
Jacksonville, City of	2012 Direct Placement of the Series 2008B-1 Bonds	10/23/2012	Private Placement	Refunding	33,660,000	Other Transportation	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	2012 Direct Placement of the Series 2008B-2 Bonds	10/23/2012	Private Placement	Refunding	65,060,000	Other Transportation	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Miami-Dade County	Subordinate Special Obligation Refunding Bonds, Series 2012A	10/23/2012	Negotiated	Refunding	181,165,000	Civic & Convention Centers	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Miami-Dade County	Subordinate Special Obligation Refunding Bonds, Series 2012B	10/23/2012	Negotiated	Refunding	308,825,000	Civic & Convention Centers	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
St. Lucie County	Special Assessment Revenue Bond, Series 2012	10/24/2012	Private Placement	New Financing	2,183,000	Parks, Zoos & Beaches	FA	Jay Glover	Marie Gouin	(772) 462-1670
Orlando-Orange County Expressway Authority	Series 2013A Forward Refunding of Series 2003B Bonds	10/31/2012	Negotiated	Refunding	242,320,000	Toll Roads, Highways & Streets	FA	Tim Kiley	Laura Kelley	(407) 690-5000
Plant City	Non Ad Valorem Refunding Revenue Note, Series 2012	11/01/2012		Refunding	3,290,000	Economic Development	FA	Jay Glover	Martin J. Wisgerhof	(813) 659-4215
The Villages Community Development District No. 3	Series 2012 - Refunding Series 1998	11/01/2012	Private Placement	Refunding	3,130,000	Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Orlando-Orange County Expressway Authority	Series 2012	11/15/2012	Negotiated	Refunding	201,925,000	Toll Roads, Highways & Streets	FA	Tim Kiley	Laura Kelley	(407) 690-5000
Orlando-Orange County Expressway Authority	Series 2012A - Bank Loan	11/15/2012	Private Placement	New Financing	59,060,000	Toll Roads, Highways & Streets	FA	Tim Kiley	Laura Kelley	(407) 690-5000
Jacksonville, City of	Special Revenue Refunding Bonds, Series 2012C	11/16/2012	Negotiated	Refunding	183,980,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	Special Revenue Refunding Bonds, Series 2012D	11/16/2012	Negotiated	Refunding	10,832,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	Taxable Special Revenue Refunding Bonds, Series 2012E	11/16/2012	Negotiated	Refunding	34,340,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Apopka, City of	Utility System Refunding Revenue Bonds, Series 2012	11/20/2012	Negotiated	Refunding	18,065,000	Water & Sewer Facilities	FA	Brent Wilder	Edward Bass	(407) 703-1725

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Orlando Utilities Commission	Utility System Revenue Refunding Bonds, Series 2013A	11/20/2012	Negotiated	Refunding	241,925,000	Combined Utilities	FA	Daniel Hartman	John Hearn	(407) 434-2169
Higher Educational Facilities Financing Authority	Series 2012A	11/29/2012	Negotiated	Refunding	30,000,000	Higher Education (Private)	FA	Tim Kiley	Pamela Leydon	(904) 819-6423
Higher Educational Facilities Financing Authority	Series 2012B	11/29/2012	Negotiated	Refunding	27,685,000	Higher Education (Private)	FA	Tim Kiley	Pamela Leydon	(904) 819-6423
Jacksonville, City of	Capital Improvement Revenue Bonds, Series 2012	11/29/2012		Refunding	118,005,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronn) Belton	(904) 630-4999
City of Miami	Special Obligation Non-Ad Valorem Revenue Refunding Bonds, Series 2012	12/06/2012	Negotiated	Refunding	44,725,000	Tunnels	FA	Sergio Masvidal	Janice Larned	(305) 416-1011
Village Community Development District No. 10	Special Assessment Revenue Bonds, Series 2012 Phase I	12/11/2012	Negotiated	New Financing	77,040,000	Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Winter Park, City of	Non-Ad Valorem Refunding Revenue Note, Series 2012A	12/12/2012	Negotiated	Refunding	1,870,000	Public Improvements & General Purpose	FA	Jay Glover	Wes Hamil	(407) 599-3381
Winter Park, City of	Non-Ad Valorem Refunding Revenue Note, Series 2012B	12/12/2012	Negotiated	Refunding	2,060,000	Public Improvements & General Purpose	FA	Jay Glover	Wes Hamil	(407) 599-3381
Orlando-Orange County Expressway Authority	Series 2013B	12/13/2012	Negotiated	Refunding	174,315,000	Toll Roads, Highways & Streets	FA	Tim Kiley	Laura Kelley	(407) 690-5000
Village Community Development District No. 6	Series 2013 - Refunding Series 2004	12/13/2012	Negotiated	Refunding	46,245,000	Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Clay County Utility Authority	2012 Refunding of Series 2003B	12/17/2012	Private Placement	Refunding	10,236,041	Public Improvements & General Purpose	FA	Marissa Wortman	Ray O. Avery	(904) 213-2401
North Sumter County Utility Dependent District	Solid Waste Revenue Bonds, Series 2012	12/18/2012	Negotiated	New Financing	50,605,000	Sanitation	FA	Brent Wilder	Janet Tutt	(352) 751-3939
North Sumter County Utility Dependent District	Subordinate Solid Waste Revenue Bonds, Series 2012	12/18/2012	Negotiated	New Financing	4,000,000	Sanitation	FA	Brent Wilder	Janet Tutt	(352) 751-3939
St. Petersburg, City of	Public Utility Revenue Bonds, Series 2013	12/18/2012	Competitive	Refunding & New Financing	85,425,000	Combined Utilities	FA	Jay Glover	Anne Fritz	(727) 892-5113
Winter Park, City of	Redevelopment Refunding Revenue Note, Series 2012	12/18/2012	Negotiated	Refunding	5,870,000	Public Improvements & General Purpose	FA	Jay Glover	Wes Hamil	(407) 599-3381
Duval County School Board	Certificates of Participation, Series 2012 (CZAB)	12/19/2012	Private Placement	New Financing	29,000,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Stephen Bright	(904) 390-2322
City of Coral Springs	Series 2012 Water and Sewer Bank Qualified Loan	12/20/2012	Private Placement	New Financing	8,745,000	Water & Sewer Facilities	FA	Sergio Masvidal	Melissa Heller	(954) 344-1087
Leon County	Series 2012A Capital Improvement Revenue Bonds	12/20/2012	Private Placement	Refunding	8,267,000	Economic Development	FA	Jeremy Niedfeldt	Alan Rosenzweig	(850) 606-5318
Leon County	Series 2012B Capital Improvement Revenue Bonds	12/20/2012	Private Placement	Refunding	12,956,000	Economic Development	FA	Jeremy Niedfeldt	Alan Rosenzweig	(850) 606-5318
Miami-Dade County	General Obligation Bonds, Series 2013-A	01/09/2013	Negotiated	New Financing	200,000,000	Water & Sewer Facilities	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Volusia, County of	Gas Tax Revenue Refunding Bond, Series 2013	01/09/2013	Private Placement	Refunding	19,660,000	Bridges, Public Improvements & General Purpose	FA	Jay Glover	Rhonda Orr	(386) 943-7054

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Orlando, City of	Wastewater System Refunding and Improvement Revenue Bonds, Series 2013	01/15/2013	Negotiated	Refunding & New Financing	36,170,000	Water & Sewer Facilities	FA	Brent Wilder	Rebecca Sutton	(407) 246-2452
Melbourne, City of	Water and Sewer Refunding Revenue Bonds, Series 2013	01/16/2013	Negotiated	Refunding	14,525,000	Water & Sewer Facilities	FA	Jay Glover	Michele Ennis	(321) 608-7010
Jacksonville Electric Authority	Electric System Subordinated Revenue Bonds, 2013 Series A	01/17/2013	Negotiated	Refunding	59,330,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Lake County School District	Certificates of Participation, Series 2013A	01/23/2013	Negotiated	Refunding	20,875,000	Primary & Secondary Education (Public)	FA	Jay Glover	Carol Macleod	(352) 253-6566
Village Community Development District No. 5	Special Assessment Revenue Bonds, Series 2013A	01/24/2013	Negotiated	Refunding	14,790,000	Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Village Community Development District No. 5	Special Assessment Revenue Bonds, Series 2013B	01/24/2013	Negotiated	Refunding	22,940,000	Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Jacksonville Electric Authority	Electric System Revenue Bonds, Series Three 2013A	01/25/2013	Negotiated	Refunding	134,680,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Electric System Subordinated Revenue Bonds, Series 2013 B	01/25/2013	Negotiated	Refunding	68,575,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Alachua, City of	Utility Refunding Revenue Bond Series 2013	01/30/2013	Private Placement	Refunding	4,800,000	Combined Utilities	FA	Jay Glover	Todd Hutchison	(352) 374-3605
Saint Cloud, City of	Water & Sewer System Revenue Note, Series 2013	01/31/2013	Private Placement	New Financing	5,870,000	Water & Sewer Facilities	FA	Jay Glover	Michael Turner, CPA	(407) 957-7311
Tampa Bay Water, Regional Water Supply Authority	Utility System Revenue Bonds, Series 2013	01/31/2013	Negotiated	New Financing	75,295,000	Water & Sewer Facilities	FA	David Moore	Christina Sackett	(727) 669-4843
City of Tarpon Springs	Utility System Revenue Bonds Series 2013	02/20/2013	Negotiated	New Financing	35,795,000	Combined Utilities	FA	Jay Glover	Arie L Walker	(727) 942-5612
The Villages Community Development District No. 3	Special Assessment Revenue Bonds, Series 2013	03/08/2013	Private Placement	Refunding	4,405,000	Public Improvements & General Purpose	FA	Brent Wilder	Janet Tutt	(352) 751-3939
Miami-Dade County Public Schools	Certificates of Participation, Series 2013A	03/20/2013	Negotiated	Refunding	1,975,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Certificates of Participation, Series 2013A	03/20/2013	Negotiated	Refunding	9,075,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Certificates of Participation, Series 2013A	03/20/2013	Negotiated	Refunding	12,020,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Certificates of Participation, Series 2013A	03/20/2013	Negotiated	Refunding	14,645,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Certificates of Participation, Series 2013A	03/20/2013	Negotiated	Refunding	30,515,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Certificates of Participation, Series 2013B	03/20/2013	Negotiated	Refunding	1,975,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Certificates of Participation, Series 2013B	03/20/2013	Negotiated	Refunding	6,185,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Collier County	Special Obligation Refunding Revenue Bonds, Series 2013	03/26/2013	Competitive	Refunding	73,805,000	Correctional Facilities, Parking Facilities	FA	Sergio Masvidal	Mark Isackson	(239) 252-8717
City of Palatka, Florida	Refund Frank George Loans	04/03/2013	Negotiated	Refunding	1,890,000		FA	Jeremy Niedfeldt	Matt Reynolds	(386) 329-0100 ext. 212

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Issuer Name	Series Name	Sale Date	Sale Type	Refunding Status	Principal Amount	Use Of Proceeds	PFM Role	Project Manager	Issuer Primary Contact	Issuer Phone
Apopka, City of	Special Obligation Improvement Revenue Note, Series 2013A	04/09/2013	Private Placement	New Financing	1,100,000	Fire Stations & Equipment	FA	Brent Wilder	Edward Bass	(407) 703-1725
Apopka, City of	Special Obligation Refunding Revenue Note, Series 2013B	04/09/2013	Private Placement	Refunding	1,160,500	Telecommunications	FA	Brent Wilder	Edward Bass	(407) 703-1725
City of Palatka, Florida	2013A - Refunding of 2008 Taxable Golf Course Loan	04/12/2013	Negotiated	Refunding	1,358,000	Golf	FA	Jeremy Niedfeldt	Matt Reynolds	(386) 329-0100 ext. 212
City of Palatka, Florida	2013B - Refunding of 2008 Taxable Airport Loan	04/12/2013	Negotiated	Refunding	528,000	Airports	FA	Jeremy Niedfeldt	Matt Reynolds	(386) 329-0100 ext. 212
City of Palatka, Florida	2013C - Refunding of 2008 Tax-Exempt Airport Loan	04/12/2013	Negotiated	Refunding	883,000	Airports	FA	Jeremy Niedfeldt	Matt Reynolds	(386) 329-0100 ext. 212
Boggy Creek Improvement District	Special Assessment Revenue Bonds, Series 2013	04/18/2013	Negotiated	New Financing	16,640,000	Public Improvements & General Purpose	FA	Brent Wilder	Joe Maclaren	(407) 382-3256
Boggy Creek Improvement District	Special Assessment Revenue Refunding Bonds, Series 2013	04/18/2013	Negotiated	Refunding	40,175,000	Public Improvements & General Purpose	FA	Brent Wilder	Joe Maclaren	(407) 382-3256
Greenway Improvement District	Special Assessment Revenue Bonds, Series 2013	04/18/2013	Negotiated	New Financing	55,750,000	Public Improvements & General Purpose	FA	Brent Wilder	Joe Maclaren	(407) 382-3256
West Palm Beach, City of	Series 2013 Bank Loan	04/18/2013	Private Placement	New Financing	11,000,000	Sewage, Water & Sewer Facilities	FA	Sergio Masvidal	Richard Williams	(561) 494-1045
City of Lake Worth, Florida	Utility System Refunding Revenue Bonds, Series 2013	04/24/2013	Private Placement	Refunding	54,030,000	Combined Utilities	FA	Jay Glover	Douglas Wood	(561) 586-1641
City of Coral Springs	General Obligation Refunding Bonds, Series 2013	04/25/2013	Private Placement	Refunding	14,302,475	Fire Stations & Equipment	FA	Sergio Masvidal	Melissa Heller	(954) 344-1087
Jacksonville Electric Authority	2013 Series C, Subordinate Refunding	04/25/2013	Negotiated	Refunding	88,625,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Series 2013B, Senior Refunding	04/25/2013	Negotiated	Refunding	7,600,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Orlando, City of	Tax Increment Revenue Bonds, Series 2013	04/30/2013	Private Placement	New Financing	9,000,000	Public Improvements & General Purpose	FA	Brent Wilder	Rebecca Sutton	(407) 246-2452
Fort Walton Beach, City of	Capital Improvement Revenue Note, Series 2013	05/06/2013	Private Placement	Refunding	4,470,610	Economic Development	FA	Marissa Wortman	Brandy Ferris	(850) 833-9514
Manatee County, School District of	Revenue Anticipation Notes, Series 2013A	05/16/2013	Private Placement	New Financing	5,000,000	Primary & Secondary Education (Public)	FA	Jay Glover	Angela Fraser	(941) 708-8770 ext. 2108
Pasco County School District	Certificates of Participation, Series 2013	05/22/2013	Negotiated	Refunding	45,385,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Olga Swinson	(813) 794-2273
Collier County Community Redevelopment Agency	Proposed Variable Rate Private Placement, Series 2013	05/31/2013	Private Placement	Refunding	7,557,900	Other Recreation	FA	Sergio Masvidal	Mark Isackson	(239) 252-8717
Orange County	Public Service Tax Refunding Revenue Bonds, Series 2013	06/04/2013	Competitive	Refunding	37,895,000	Economic Development	FA	David Moore	Fred Winterkamp	(407) 836-2920
Jacksonville Electric Authority	2013 Refunding of 2004A-- Taxable MWC	06/05/2013	Negotiated	Refunding	43,330,000	Electric & Public Power, Water & Sewer Facilities	FA	Michael Mace	Melissa Dykes	(904) 665-7054
St. Lucie County	Sales Tax Refunding Revenue Bonds Series 2013A	06/06/2013	Negotiated	Refunding	47,285,000	Public Improvements & General Purpose	FA	Jay Glover	Marie Gouin	(772) 462-1670
St. Lucie County	Sales Tax Refunding Revenue Bonds Series 2013B	06/06/2013	Negotiated	Refunding	9,405,000	Public Improvements & General Purpose	FA	Jay Glover	Marie Gouin	(772) 462-1670
Palm Beach County Educational Facilities Authority	Series 2013 (Tax-Exempt) - FINAL	06/19/2013	Private Placement	Refunding & New Financing	25,000,000	Higher Education (Private)	FA	Tim Kiley	Laurie Levine	(561) 237-7181
City of Coral Springs	2013 Lease Purchase Financing	06/20/2013	Private Placement	New Financing	2,511,998	Telecommunications	FA	Sergio Masvidal	Melissa Heller	(954) 344-1087

**Public Financial Management, Inc.
Florida Bond Finance Record
2011 - Present**

Issuer Name	Series Name	Sale Date	Sale Type	Refunding Status	Principal Amount	Use Of Proceeds	PFM Role	Project Manager	Issuer Primary Contact	Issuer Phone
Ormond Beach, City of	Water and Sewer Refunding Revenue Bond, Series 2013	06/21/2013	Private Placement	Refunding & New Financing	16,665,000	Water & Sewer Facilities	FA	Jay Glover	Kelly Mcguire	(386) 676-3226
Collier County	Water and Sewer Refunding Revenue Bond, Series 2013	06/27/2013	Private Placement	Refunding	17,769,080	Water & Sewer Facilities	FA	Sergio Masvidal	Mark Isackson	(239) 252-8717
Fort Walton Beach, City of	Half-Cent Sales Tax Revenue Note, Series 2013	06/28/2013	Private Placement	New Financing	8,500,000	Economic Development	FA	Marissa Wortman	Brandy Ferris	(850) 833-9515
City of Coral Springs	Capital Revenue Note, Series 2013	07/05/2013	Private Placement	New Financing	4,679,582	Police Stations & Equipment, Public Improvements & General Purpose, Toll Roads, Highways &	FA	Sergio Masvidal	Melissa Heller	(954) 344-1087
Orange County	TDT Refunding Revenue Bond, Series 2013	07/09/2013	Private Placement	Refunding	16,015,000	Economic Development	FA	David Moore	Fred Winterkamp	(407) 836-2920
Jacksonville Aviation Authority	Refunding Revenue Notes, Series 2013A-1	07/10/2013	Private Placement	Refunding	6,310,000	Airports	FA	Ken Fullerton	Richard Rossi	(904) 741-2003
Jacksonville Aviation Authority	Revenues Refunding Notes, Series 2013A-2	07/10/2013	Private Placement	Refunding	13,690,000	Airports	FA	Ken Fullerton	Richard Rossi	(904) 741-2003
Miami-Dade County Public Schools	General Obligation Bonds, Series 2013	07/10/2013	Competitive	New Financing	190,005,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Miami-Dade County Public Schools	Tax Anticipation Notes, Series 2013	07/16/2013	Competitive	New Financing	250,000,000	Primary & Secondary Education (Public)	FA	Sergio Masvidal	Silvia R. Rojas	(305) 995-1699
Brevard County	Limited Ad Valorem Tax Bonds, Series 2013	07/18/2013	Private Placement	Refunding	26,335,000	Economic Development	FA	Jay Glover	Stockton Whitten	(321) 633-2004
Brevard County	Sales Tax Refunding Revenue Bonds, Series 2013	07/18/2013	Private Placement	Refunding	13,435,000	Economic Development	FA	Jay Glover	Stockton Whitten	(321) 633-2006
Manatee County, School District of	Tax Anticipation Note, Series 2013	07/22/2013	Private Placement	New Financing	50,000,000	Primary & Secondary Education (Public)	FA	Jay Glover	Angela Fraser	(941) 708-8770 ext. 2108
Jacksonville Electric Authority	Water and Sewer System Revenue Bonds, 2013 Series A	07/26/2013	Negotiated	Refunding	92,385,000	Electric & Public Power, Water & Sewer Facilities	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Water and Sewer System Revenue Bonds, 2013 Series B (Taxable)	07/26/2013	Negotiated	Refunding	29,710,000	Electric & Public Power, Water & Sewer Facilities	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Water and Sewer System Subordinated Revenue Bonds, 2013 Series A	07/26/2013	Negotiated	Refunding	81,540,000	Electric & Public Power, Water & Sewer Facilities	FA	Michael Mace	Melissa Dykes	(904) 665-7054
City of Marco Island	SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2013 - East Winterberry South Assessment Area	08/06/2013	Private Placement	New Financing	395,000	Economic Development	FA	Jay Glover	Guillermo Polanco	(239) 389-5016
City of Marco Island	SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2013 - Gulfport Assessment Area	08/06/2013	Private Placement	New Financing	1,430,000	Economic Development	FA	Jay Glover	Guillermo Polanco	(239) 389-5016
Flagler County	Tax Anticipation Note, Series 2013	08/08/2013	Private Placement	New Financing	8,000,000	Cash Flow Management	FA	Jay Glover	Jennifer Barker	(386) 313-4411
Jacksonville Electric Authority	Electric System Revenue Bonds, Series Three 2013C	08/14/2013	Negotiated	Refunding	33,170,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Jacksonville Electric Authority	Electric System Subordinated Revenue Bonds, 2013 Series D	08/14/2013	Negotiated	Refunding	163,995,000	Electric & Public Power	FA	Michael Mace	Melissa Dykes	(904) 665-7054
Marion County School District	Sales Tax Refunding Revenue Bonds, Series 2013A	08/15/2013	Private Placement	Refunding	2,665,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Theresa Boston-Ellis	(352) 671-7704

Public Financial Management, Inc.
Florida Bond Finance Record
2011 - Present

Issuer Name	Series Name	Sale Date	Sale Type	Refunding Status	Principal Amount	Use Of Proceeds	PFM Role	Project Manager	Issuer Primary Contact	Issuer Phone
Marion County School District	Sales Tax Refunding Revenue Bonds, Series 2013B	08/15/2013	Private Placement	Refunding	60,500	Primary & Secondary Education (Public)	FA	Brent Wilder	Theresa Boston-Ellis	(352) 671-7704
Key West, City of	Sewer System Refunding Revenue Bond, Series 2013	08/22/2013	Private Placement	Refunding	19,963,753	Water & Sewer Facilities	FA	David Moore	Nancy S. Kielman	(305) 809-3821
City of Marco Island	UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2013	08/27/2013	Negotiated	Refunding	61,995,000	Combined Utilities	FA	Jay Glover	Guillermo Polanco	(239) 389-5016
City of Plantation	Series 2013 Non-Ad Valorem Revenue Refunding Bonds	08/29/2013	Private Placement	Refunding & New Financing	23,646,963	Economic Development	FA	Sergio Masvidal	Kristi Caravella	(954) 797-2233
Jacksonville, City of	Series 2013A	09/04/2013	Negotiated	Refunding	54,035,000	Public Improvements & General Purpose	FA	David Moore	C. Ronald (Ronnie) Belton	(904) 630-4999
Jacksonville, City of	Series 2013C	09/04/2013	Negotiated	Refunding	31,565,000	Public Improvements & General Purpose	FA	Jeremy Niedfeldt	C. Ronald (Ronnie) Belton	(904) 630-4999
Marion County School District	Tax Anticipation Note, Series 2013	09/10/2013	Competitive	New Financing	10,000,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Theresa Boston-Ellis	(352) 671-7704
Sarasota County, Florida	Second Guaranteed Entitlement Revenue Bonds, Series 2013	09/10/2013	Competitive	New Financing	17,245,000	Fire Stations & Equipment, Government Buildings	FA	Jay Glover	Peter Ramsden	(941) 861-5166
Palm Beach County School District	Tax Anticipation Notes, Series 2013	09/11/2013	Competitive	New Financing	115,000,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Leanne Evans	(561) 649-6885
Miami-Dade County	Series 2013A	09/12/2013	Competitive	Refunding & New Financing	76,320,000	Cash Flow Management	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Miami-Dade County	Series 2013B	09/12/2013	Competitive	Refunding	24,330,000	Cash Flow Management	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Orlando-Orange County Expressway Authority	2003D Refunding and Swap Termination (Bank Loan)	09/12/2013	Private Placement	Refunding	107,125,000	Toll Roads, Highways & Streets	FA	Brent Wilder	Laura Kelley	(407) 690-5000
Miami-Dade County	Stormwater Utility Revenue Bonds, Series 2013	09/16/2013	Private Placement	Refunding	85,445,000	Combined Utilities, Flood Control	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
Martin County School District (School Board of Martin County, Florida)	Tax Anticipation Note, Series 2013	09/17/2013	Private Placement	New Financing	9,900,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Helene DiBartolomeo	(772) 219-1200 ext. 30273
Highlands County Health Facilities Authority	Series 2013A	09/18/2013	Private Placement	New Financing	227,500,000	Hospitals	FA	Tim Kiley	David Singleton	(407) 975-3706
Highlands County Health Facilities Authority	Series 2013B	09/18/2013	Private Placement	New Financing	197,500,000	Hospitals	FA	Tim Kiley	David Singleton	(407) 975-3706
Highlands County Health Facilities Authority	Series 2013C	09/18/2013	Private Placement	New Financing	60,000,000	Hospitals	FA	Tim Kiley	David Singleton	(407) 975-3706
City of Lake Wales	Series 2013 Revenue Note	09/19/2013	Private Placement	New Financing	1,700,000	Economic Development	FA	Marissa Wortman	Dorothy Ecklund	(863) 678-4182 ext. 257
Sarasota County, Florida	Revenue Note, Series 2013A	09/19/2013	Private Placement	New Financing	12,543,000	Parks, Zoos & Beaches	FA	Jay Glover	Peter Ramsden	(941) 861-5166
South Florida, University of, Financing Corporation	Taxable Revenue Bond, Series 2013 (Arena and Convocation Center Renovation Project)	09/27/2013	Private Placement	New Financing	20,000,000	Higher Education (Public), Stadiums & Sports Complexes	FA	Jay Glover	Fell Stubbs	(813) 974-3298
Broward County, Florida	Airport System Revenue Bonds, Series 2013A	10/08/2013	Negotiated	New Financing	165,305,000	Airports	FA	Marissa Wortman	Leah Brasso	(954) 357-7133

**Public Financial Management, Inc.
Florida Bond Finance Record
2011 - Present**

Exhibit B
Page 75 of 75

Issuer Name	Series Name	Sale Date	Sale Type	Refunding Status	Principal Amount	Use Of Proceeds	PFM Role	Project Manager	Issuer Primary Contact	Issuer Phone
Broward County, Florida	Airport System Revenue Bonds, Series 2013B	10/08/2013	Negotiated	New Financing	55,400,000	Airports	FA	Marissa Wortman	Leah Brasso	(954) 357-7133
Broward County, Florida	Airport System Revenue Bonds, Series 2013C	10/08/2013	Negotiated	New Financing	210,975,000	Airports	FA	Marissa Wortman	Leah Brasso	(954) 357-7133
Hernando County School Board	Certificates of Participation, Series 2013A	10/16/2013	Private Placement	Refunding	29,162,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Kendra L. Sittig	(352) 797-7070 ext 418
Hillsborough County Aviation Authority	Subordinated Revenue Refunding Bonds. 2013 Series A	10/16/2013	Negotiated	Refunding	168,865,000	Airports	FA	Ken Fullerton	Ann Davis	(813) 870-8715
Broward County, School District of	Tax Anticipation Notes, Series 2013	10/16/2013	Competitive	New Financing	125,000,000	Primary & Secondary Education (Public)	FA	David Moore	Ben Leong	(754) 321-1990
Volusia, County of	Capital Improvement Revenue Note, Series 2013	10/31/2013	Private Placement	New Financing	8,030,000	Parking Facilities	FA	Jay Glover	Rhonda Orr	(386) 943-7054
St. Lucie County	Utility System Improvement and Refunding Revenue Bonds, Series 2013	11/13/2013	Negotiated	Refunding & New Financing	13,610,000	Combined Utilities	FA	Jay Glover	Marie Gouin	(772) 462-1670
Pasco County School District	Sales Tax Revenue Bonds, Series 2013	11/20/2013	Negotiated	New Financing	96,715,000	Primary & Secondary Education (Public)	FA	Brent Wilder	Olga Swinson	(813) 794-2274
Davie, Town of	Series 2013B (Nova Southeastern)	11/21/2013	Negotiated	Refunding	20,315,000	Higher Education (Private)	FA	Tim Kiley	Pamela Leydon	(904) 819-6423
Delray Beach, City of	General Obligation Refunding Bonds, Series 2013	11/21/2013	Private Placement	Refunding	8,810,000	Economic Development	FA	Jay Glover	Becky O'Connor	(561) 243-7120
Apopka, City of	Special Obligation Refunding Revenue Note, Series 2013C	11/29/2013	Private Placement	Refunding	2,947,929	Telecommunications	FA	Brent Wilder	Edward Bass	(407) 703-1725
Sarasota County, Florida	Utility System Revenue Bonds, Series 2013	12/03/2013	Negotiated	New Financing	35,600,000	Water & Sewer Facilities	FA	Jay Glover	Peter Ramsden	(941) 861-5166
Sunshine State Governmental Financing Commission	MULTIMODAL REVENUE BONDS, SERIES 2010A-1 / SERIES 2010B-1	12/05/2013	Negotiated	Refunding	126,000,000	Seaports/Marine Terminals	FA	Jay Glover	Richard C. Dowdy	(850) 878-1874
Town of Palm Beach	Public Improvement Revenue Bonds, Series 2013	12/05/2013	Negotiated	New Financing	55,590,000	Economic Development	FA	Jeremy Niedfeldt	Jane Struder	(561) 835-4724
Miami-Dade County	Special Obligation Court Facilities Refunding and New Money Bonds, Series 2014AB	12/17/2013	Competitive	Refunding & New Financing	41,260,000	Government Buildings	FA	Sergio Masvidal	Frank Hinton	(305) 375-5147
City of Plantation	Utility Revenue Bonds	12/20/2013	Private Placement	New Financing	30,099,570	Combined Utilities	FA	Sergio Masvidal	Kristi Caravella	(954) 797-2233
Okaloosa County, Northwest Florida Regional Airport	Series 2014 Bond	01/16/2014	Private Placement	Refunding	8,920,000	Airports	FA	William Case	Jon Morris	(850) 651-7160

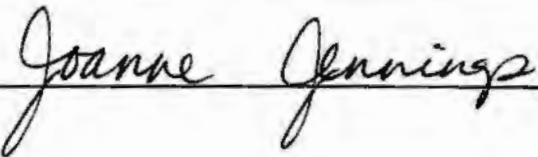
**LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-03-13-14-25**

RFP Title: Financial Advisor Services

Opening Date: Thursday, March 13, 2014 at 2:00 PM

Item/Vendor	Public Resources Adv. Svc.	Public Financial Mgmt.	First Southwest Co.
Original - Marked	yes	yes	yes
5 Copies	yes	yes	yes
Manual Signature	yes	yes	yes
EEO	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
Tie Bid			
Drug Free Work Place	yes	yes	yes
No Bid Document			

Tabulated By: 





Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Office of Financial Stewardship
Leon County Courthouse
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301
850-606-5100

Commissioners

BILL PROCTOR
District 1
Chairman

JOHN DAILEY
District 3
Vice Chairman

JANE G. SAULS
District 2

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

February 15, 2016

Mr. David Moore
Public Financial Management, Inc.
300 South Orange Avenue, Suite 1170
Orlando, FL 32801

RE: Leon County Contract, Dated as of June 1, 2014 ("Contract")

4146

Dear Mr. Moore:

Please be advised that the referenced Contract is due to expire on May 31, 2016. The County would like to exercise its option to extend the contract for an additional one year period through May 31, 2017, based on the same terms and conditions and mutually agreed upon rates. The County shall also have the right to exercise each of the two remaining one year extensions, at the County's sole option, provided that the County has not given PFM notice of non-renewal pursuant to the terms of the Contract.

At your earliest convenience, please advise this office (by completing the bottom portion of this letter and returning a copy), whether PFM is interested in extending the Contract at the same rates, terms and conditions.

Should you have any questions, please feel free to contact me at (850) 606-5117 or by email rosss@leoncountyfl.gov.

Sincerely,

Scott Ross
Director, Office of Financial Stewardship

cc: J. Niedfeldt

PLEASE COMPLETE BELOW AND RETURN

Please check one: Yes No

By: _____
David M. Moore

Managing Director

2/23/16

Signature

Date

RECEIVED

16 FEB 26 AM 9:23

FINANCE DIVISION
BOB INZER
CLERK & COMPTROLLER

100-1111101

1294

TO THE HONORABLE
COMMISSIONER OF REVENUE
STATE OF CONNECTICUT
HARTFORD, CONNECTICUT

YOUR LETTER OF FEBRUARY 15, 1972, IS RECEIVED AND THE MATTER IS BEING HANDLED BY THE FINANCE DIVISION.

BY
DATE

BOB INZER
CLERK & COMPTROLLER



BOARD OF COMPTROLERS
STATE OF CONNECTICUT

**Leon County
Board of County Commissioners**

Notes for Agenda Item #3

Leon County Board of County Commissioners


Agenda Item #3

May 14, 2019

To: Honorable Chairman and Members of the Board

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

Title: Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Enacting the Recodified Leon County Code of Laws, for June 18, 2019 at 6:00 p.m.



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

Statement of Issue:

This item seeks the Board's approval to schedule the first and only public hearing for June 18, 2019, at 6:00 p.m., to consider the adoption of an ordinance enacting the recodified Leon County Code of Laws.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Schedule first and only public hearing for June 18, 2019, at 6:00 p.m. to consider adoption of an Ordinance enacting the recodified Leon County Code of Laws (Attachment #1).

Report and Discussion

Background:

This item seeks the Board's approval to schedule the first and only public hearing for June 18, 2019, at 6:00 p.m., to consider the adoption of an ordinance (Attachment #1) to enact the recodified Leon County Code of Laws. By way of background, at the Board meeting of September 12, 2017, the Board approved the Professional Services Contract with Municipal Code Corporation, providing for a recodification of the Leon County Code of Laws. The recodification process consisted of a careful and thorough legal review by Municipal Code Corporation, in conjunction with the County Attorney's Office, to ensure that the Leon County Code of Laws is free of conflicts, inconsistencies and obsolete provisions, and in conformance with Florida law.

Analysis:

The proposed Ordinance will adopt the recodified Leon County Code of Laws, consisting of chapters 1 through 18, which will be attached to the proposed Ordinance as Exhibit "A". The proposed Ordinance will also provide for the repeal of ordinances of a general and permanent nature which were enacted on or before February 12, 2019 (a date designated by Municipal Code Corporation), and not included in the Code or recognized and continued in force by reference therein. The Ordinance will further provide that any ordinances adopted after February 12, 2019, which amend or refer to ordinances that have been codified in the Code, are to be construed as if they amend or refer to like provisions of the Code.

The recodification process did not change the chapter names and numbers that are in the present Code of Laws. A few examples of general changes to be made to the Code of Laws as a result of the recodification process include the following:

- Specific fee amounts will be replaced with generic fee language and the fee amounts will be established by resolution of the Board. There are a few exceptions to this; for example, all specific fee amounts relating to towing will remain in the Code. Also, lobbyist registration fees will remain in the Code.
- Penalty provisions that duplicate the general penalty provisions of Section 1-9 are removed.
- Text reserving unused sections is removed.
- Introductory language for definitions is streamlined.
- Where possible, the definitions in Chapter 10 (Land Development Code) are consolidated.
- Appendices are removed.
- Gender neutral language is used.
- Editor's notes that refer to section styling, section placement, or the amending/repealing effect of legislation are removed.
- Cross references are removed.

Title: Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance
Enacting the Recodified Leon County Code of Laws, for June 18, 2019 at 6:00 p.m.
May 14, 2019
Page 3

A more detailed summary of changes to be made to the Leon County Code by virtue of the recodification will be provided for the Board's consideration at the public hearing.

Options:

1. Schedule first and only public hearing for June 18, 2019, at 6:00 p.m., to consider adoption of an Ordinance enacting the recodified Leon County Code of Laws (Attachment #1).
2. Do not schedule first and only public hearing for June 18, 2019, at 6:00 p.m. to consider adoption of an Ordinance enacting the recodified Leon County Code of Laws.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Ordinance

LEON COUNTY ORDINANCE NO. 2019-

1
2
3 AN ORDINANCE OF THE BOARD OF COUNTY
4 COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING
5 AND ENACTING A RECODIFIED LEON COUNTY CODE OF
6 LAWS; PROVIDING FOR THE REPEAL OF CERTAIN
7 ORDINANCES NOT INCLUDED THEREIN; PROVIDING A
8 PENALTY FOR THE VIOLATION THEREOF; PROVIDING A
9 FOR THE MANNER OF AMENDING THE CODE; PROVIDING
10 FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND
11 PROVIDING AN EFFECTIVE DATE.
12

13
14 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON
15 COUNTY, FLORIDA, that:

16
17 **Section 1. Adoption of Code.**
18

19 The Code entitled “Leon County Code of Laws,” published by Municipal Code Corporation,
20 consisting of chapters 1 through 18, each inclusive, a copy of which is attached hereto and made a part
21 hereof as Exhibit “A”, is hereby adopted.
22

23 **Section 2. Repeal.**
24

25 All ordinances of a general and permanent nature enacted on or before February 12, 2019, and
26 not included in the Code or recognized and continued in force by reference therein, are repealed. The
27 repeal provided for in this section shall not be construed to revive any ordinance or part thereof that
28 has been repealed by a subsequent ordinance that is repealed by this ordinance.
29

30 **Section 3. Penalty.**
31

32 Unless another penalty is expressly provided, every person convicted of a violation of any
33 provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall
34 be punished by a fine up to the maximum required or permitted by state law. Each act of violation and
35 each day upon which any such violation shall continue or occur shall constitute a separate offense. The
36 penalty provided by this section, unless another penalty is expressly provided, shall apply to the
37 amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance.
38 In addition to the penalty prescribed above, the County may pursue other remedies such as abatement
39 of nuisances, injunctive relief and revocation of licenses or permits.
40

41 **Section 4. Amendments to Code.**
42

43 Additions or amendments to the Code when passed in such form as to indicate the intention of
44 the County to make the same a part of the Code shall be deemed to be incorporated in the Code, so that
45 reference to the Code includes the additions and amendments.
46

47 **Section 5. Ordinances adopted after February 12, 2019.**

Ordinances adopted after February 12, 2019 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

Section 7. Severability.

If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 8. Effective Date.

This ordinance shall have effect upon becoming law.

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

LEON COUNTY, FLORIDA

By: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

A17-0653

EXHIBIT "A"

LEON COUNTY CODE OF LAWS

1
2
3
4
5
6
7
8

(The Leon County Code of Laws will be available for public inspection in the office of the County Attorney, and will be provided at the public hearing.)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #4

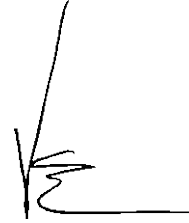
Leon County Board of County Commissioners

Agenda Item #4

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Reject all Bids for Solicitation BC-04-11-19-09 , the Leon County Detention Center Roof Replacement Project

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director, Engineering Services
Lead Staff/ Project Team:	Shelly Kelley, Director, Purchasing Kenneth H. Cureton, AIA, NCARB, Construction Manager II

Statement of Issue:

As required by the Leon County Purchasing Policy, this agenda item seeks the Board's authorization to reject the bid received for the Leon County Detention Center Roof Replacement project, as the bid submitted is 67% more than the amount budgeted for the project.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Authorize the Purchasing Director to reject the bid for Solicitation BC-04-11-19-09 for the Leon County Detention Center Roof Replacement project.

Report and Discussion

Background:

This item seeks Board approval for the County to reject all bids submitted for the Leon County Detention Center Roof Replacement solicitation. The County received only one bid for this project and it exceeded the engineer's estimated budget by 67% or \$420,159.

Over the past several years, Leon County and Leon County Sheriff's Office have worked closely in developing a repair and maintenance capital improvement schedule for the Leon County Detention Center and the Sheriff Administrative Offices, which are maintained on a day-to-day basis by the Sheriff's Office. However, large capital projects are managed by County staff in cooperation with the Sheriff's Office. The capital program includes roof and window replacements and the mechanical and infrastructure needs of the Detention Center.

The roof replacement projects at the Leon County Detention Center were prioritized into phases based on condition and funding availability. Phase I, replacement of the southern roof area, was completed in 2015. Phase II is divided into four projects, with the roof replacement for Pods K/C and L/D being the first project and associated with this bid.

Analysis:

The Invitation to Bid for construction of the Leon County Detention Center Re-Roof was advertised locally on February 26, 2019. A total of 180 vendors were notified through the automated procurement system. A total of 37 planholders requested bid packages. The County received one bid on April 11, 2019 from Mike Harrell Roofing, Inc. in the amount of \$1,047,000 (Attachment #1). Because the costs submitted in the bid is 67% more than the \$626,841 amount budgeted for this project, the committee's recommendation is to reject the bid. Pursuant to the Purchasing Policy No. 96-1, Section 5.08, subsection J., Cancellation of Invitations for Bids, the Board reserves the right to reject all bids when it is in the best interest of the County.

The project was assigned an initial Opinion of Probable Construction Cost of \$626,841 for the two pods, which included a bid alternate of replacing the roof of the central core. That value was based on historic cost data of similar roofing systems in the area. After review of the bid with the architect, the single bidder, and other roofing companies, it was determined that Hurricane Michael has created an excessive demand for roofing contractors in the area causing the one bid to significantly exceed the initial cost estimate.

Should the Board authorize the Purchasing Director to reject all bids for this solicitation, staff will investigate options to address current leaks in the roof and methods of extending the service life of the roof materials temporarily until construction market conditions are more favorable for the taxpayer.

Title: Reject all Bids for Solicitation BC-04-11-19-09, the Leon County Detention Center Roof Replacement Project

May 14, 2019

Page 3

Options:

1. Authorize the Purchasing Director to reject the bid for Solicitation BC-04-11-19-09 for the Leon County Detention Center Roof Replacement project.
2. Do not reject all bids in response to the Request for Proposal BC-04-11-19-09 for the Leon County Detention Center Roof Replacement project.
3. Board direction.

Recommendation:

Option #1

Attachment:

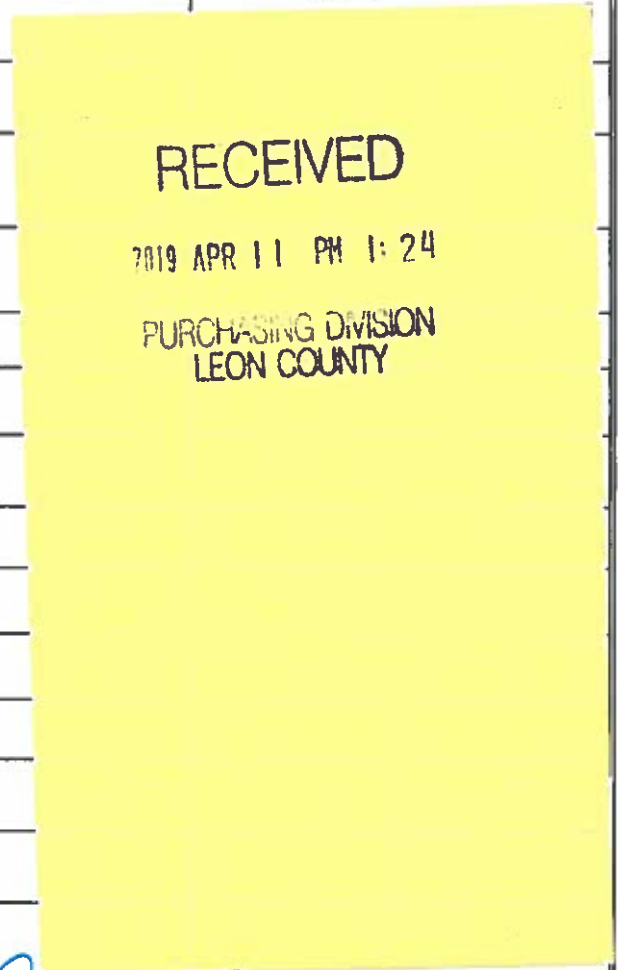
1. Bid Tabulation Sheet

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-04-11-19-09**

Bid Title: Leon County Detention Center Re-Roof

Opening Date: Friday, April 11, 2019 at 2:00 PM

Item/Vendor	Mike Hanel Roof			
Response Sheet with Manual Signature	yes			
Affidavit Immigration	yes			
Insurance Certification Form	yes			
Contractors Business Information - Applicable Licenses/Registrations	yes			
Equal Opportunity/Affirmative Action Statement	yes			
Identical Tie Bids	yes			
MWSBE	yes			
Non-Collusion	yes			
Certification of Debarment	yes			
Local Vendor	yes			
Certification of Trades Work	yes			
E-Verify	yes			
Addendum ①, 2, 3	yes (1)			
Additive 1	90,000			
Additive 2	714,000			
Base Bid Price	1,047,000.00			



Tabulated By:

W. B. Hooley

[Handwritten Signature]

**Leon County
Board of County Commissioners**

Notes for Agenda Item #5

Leon County Board of County Commissioners

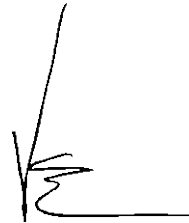
Agenda Item #5

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Second Performance Agreement and Surety Device for Dempsey Office Park



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Joseph D. Coleman, P.S.M., County Surveyor Kimberly Wood, P.E., Chief of Engineering Coordination

Statement of Issue:

In accordance with Leon County land development regulations for the recording of plats in the Public Records prior to infrastructure being completed, this item seeks Board acceptance of the Second Performance Agreement and Surety Device for Dempsey Office Park.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Second Performance Agreement and Surety Device for Dempsey Office Park (Attachment #1).

Report and Discussion

Background:

In accordance with Leon County land development regulations for the recording of plats in the Public Records prior to infrastructure being completed, this item seeks Board acceptance of a Second Performance Agreement and Surety Device for Dempsey Office Park.

Dempsey Office Park Subdivision is located in Section 23; Township 1 North; Range 1 East, in the northeast quadrant of the intersection of Mahan Drive and Dempsey Mayo Road. The development consists of 10.84 acres containing four commercial lots.

The Dempsey Office Park Subdivision was approved by the Development Review Committee as a Type "B" site and development plan on August 11, 2017. On May 22, 2018, the Board approved the plat of the Dempsey Office Park Subdivision for recording in the public records prior to infrastructure being completed, and accepted a Performance Agreement and Surety Device to guarantee completion of the infrastructure. The initial Performance Agreement will terminate on May 22, 2019. The developer has requested a one-year extension of the Performance Agreement to complete the required infrastructure.

Analysis

The developer is requesting the County accept the one-year extension of the Performance Agreement and Surety Device in the amount of \$55,395. The requested extension will allow the developer time to complete an additional building on the site prior to installing the final lift of asphalt and repairing any damaged sidewalks or curbing.

Public Works' Division of Engineering has inspected the site and reviewed the construction estimates for completion of the remaining infrastructure and concurs with the estimated amount (Attachment #2).

As allowed by Section 10-7.612 of the Land Development Code, the Director of Public Works will affect the release of the existing Agreement and Surety Device upon the acceptance of the Second Performance Agreement and Surety Device.

Options:

1. Accept the Second Performance Agreement and Surety Device for Dempsey Office Park (Attachment #1).
2. Do not accept the Second Performance Agreement and Surety Device for Dempsey Office Park.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Second Performance Agreement and Surety Device
2. County Engineer Memorandum of Recommendation

SECOND PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, between **DEMPSEY MAYO, LLC**, a Florida corporation, whose mailing address is **2623 Centennial Boulevard, Suite 205 Tallahassee, Leon, FL 32308** hereinafter called the “DEVELOPER,” and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the “COUNTY.”

WHEREAS, on May 22, 2018, the Developer presented to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Dempsey Office Park** which map or plat, recorded at Leon County Official Records Plat Book 22, Page 86, is hereby referred to and made a part hereof by reference, and,

WHEREAS, the Developer entered an initial Performance Agreement with the County and said initial Performance Agreement is set to expire before the required work is complete, and

WHEREAS, the Developer has requested an extension to construct and install the final overlay of asphalt, final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, and all other improvements in said subdivision not yet constructed or installed in accordance with plans and specifications approved by the County, and

WHEREAS, as a condition of the extension of time to construct the above stated improvements, the County required that the Developer enter into an agreement to construct and install the above stated improvements in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$55,395 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, final thermoplastic pavement markings on the

subdivision streets and complete any work associated with concrete sidewalks, concrete driveways and concrete curb & gutter, installation of all ADA mats at each curb ramps, and all other improvements in said subdivision not yet constructed or installed in **Dempsey Office Park** in accordance with plans and specifications approved by the County, within a period of one (1) year from date first above written.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$55,395 with surety thereon approved by the County.

IN WITNESS WHEREOF, DEMPSEY MAYO LLC, and LEON COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)

G. Peter Brown (signature)

G. Matthew Brown (typed or printed name)

William Colbert (signature)

William Colbert (typed or printed name)

DEVELOPER:
DEMPSEY MAYO, LLC

By: [Signature] (seal)

As its: Manager

COUNTY OF LEON
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ and _____, President and Secretary, respectively, on behalf of (corporation), and who are personally known to me, or have produced _____ as identification.

NOTARY PUBLIC

Signature _____
Typed or Printed Name _____
Commission Number _____
My Commission expires _____

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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



TC FEDERAL
BANK

EST. 1934

IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. 052718B

Date: April 18, 2019

Expiration Date: April 18, 2020

To: Leon County, Florida

RE: Dempsey Office Park

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Dempsey Mayo, LLC. ("Account Party") whose current address is c/o Manausa Law Firm, 1701 Hermitage Blvd, Suite 100, Tallahassee, FL 32308 available by your demand on us, payable at sight for Fifty Five Thousand Three Hundred Ninety Five Dollars (\$55,395.00), when accompanied by the following:

An affidavit from an appropriate party affiliated with Leon County stating that the Account Party has failed to complete the final overlay of asphalt, final thermoplastic pavement markings on the subdivision streets, and complete any work associated with concrete sidewalks, concrete driveways and concrete curb and gutter in Dempsey Office Park in accordance with the plans and specifications approved by Leon County, by the deadline of April 15, 2020.

We hereby agree that a demand presented in compliance with the terms of this Letter of Credit, will be duly honored upon presentation and delivery of the document specified above on or before 5:00 p.m. on April 18, 2020 at our offices located at 2915-501 Kerry Forest Parkway, Tallahassee, FL 32309.

If we shall fail to act by honor or dishonor within three (3) business days following receipt of your demand and affidavit as provided above, we shall be precluded from claiming that the same is not in accordance with the terms and conditions of this agreement.

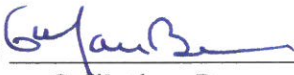


TC FEDERAL
BANK

EST. 1934

Except as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credit" (2007 Revision), International Chamber of Commerce Publication No. 600.

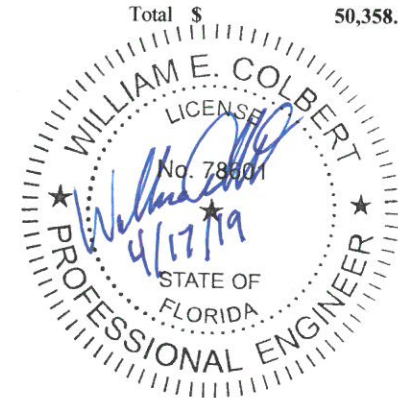
TC Federal Bank

By: 

G. Matthew Brown
CEO

Project Name: Dempsey Office Park - Performance Bond - 4/15/19

FDOT Item #	Description	Qty	Unit	Unit price		Total
Base and Asphalt						
0337 7 80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22	285.0	TN	\$119.83	\$	34,151.55
0337 7 80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22 (REPAIR)	14.0	TN	\$119.83	\$	1,677.62
0210 1 9	REWORKING LIMEROCK BASE, 3"	214.0	SY	\$3.52	\$	753.28
0210 2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	24	CY	\$38.78	\$	930.72
						\$ 37,513.17
Concrete						
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	65	LF	\$18.78	\$	1,220.70
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	20	SY	\$32.76	\$	655.20
						\$ 1,875.90
Misc.						
	GENERAL SITE CLEAN UP	1	LS	\$2,500.00	\$	2,500.00
0104 18	INLET PROTECTION SYSTEM	9	EA	\$300.00	\$	2,700.00
0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	515	LF	\$2.13	\$	1,096.95
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	159	LF	\$4.18	\$	664.62
0711 11241	THERMOPLASTIC,STD,YELLOW,DOT / GUIDE, 6"	0.076	GM	\$1,989.07	\$	150.69
0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	4	EA	\$69.08	\$	276.32
0527 2	DETECTABLE WARNINGS	96	SF	\$26.81	\$	2,573.76
0570 1 1	PERFORMANCE TURF	500	SY	\$0.72	\$	360.00
0570 1 2	PERFORMANCE TURF, SOD	311	SY	\$2.08	\$	646.88
						\$ 10,969.22
Total \$						50,358.29





Leon County Government

INTEROFFICE MEMO

DATE: April 18, 2019

TO: Brent Pell, P.E., Director of Public Works

FROM: Charles Wu, P.E., Director of Engineering Services

SUBJECT: Dempsey Office Park Performance Agreement and Surety Device

I have reviewed the inspection reports regarding the stage of completion of the infrastructure in the Dempsey Office Park subdivision. It is my recommendation that the original Performance Agreement and Surety Device be released and the infrastructure yet to be completed be guaranteed by the Performance Agreement and Surety Device in the amount of \$55,395.

Cc: Jessica Icerman, Esq., Assistant County Attorney

**Leon County
Board of County Commissioners**

Notes for Agenda Item #6

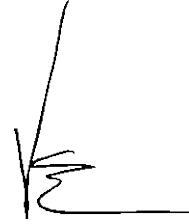
Leon County Board of County Commissioners

Agenda Item #6

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Installation of a Community Marker in the Oak Ridge Neighborhood

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Brent Pell, P.E., Public Works Director Roshanda Bradley, Administrative Services Manager

Statement of Issue:

At the February 23, 2019 meeting, the Board requested staff prepare an agenda item to consider placing a historical marker on the roundabout on Oak Ridge Road in recognition of the historical significance of the area. This item describes two different types of markers, the requirements associated with installing certain signs within the right-of-way maintained by the Florida Department of Transportation and recommends the installation of a community identification marker recognizing the Oak Ridge Neighborhood.

Fiscal Impact:

This item has a fiscal impact. A community identification marker similar to the recently installed CK Steele Memorial Highway sign would cost \$250 per sign (\$500). Funding is available in the Operations Division's operating account. Future maintenance costs can be paid for within the Operations' Division's existing operating budget.

Staff Recommendations:

See next page.

Staff Recommendations:

- Option #1: Approve the Community Aesthetic Feature Agreement with Florida Department of Transportation for the installation of two Community Markers in the Oak Ridge neighborhood, in a form approved by the County Attorney, and authorize the County Administrator to execute (Attachment #1).
- Option #2: Adopt the Resolution in support of the Florida Department of Transportation Community Aesthetic Feature program as referenced in the Community Aesthetic Feature Agreement for the installation of two Community Markers in the Oak Ridge Neighborhood, and authorize the Chairman to execute (Attachment #2).
- Option #3 Authorize staff to place the Community Marker along Oak Ridge Road if the Florida Department of Transportation does not allow the marker to be placed in the roundabout.

Report and Discussion

Background:

At the February 23, 2019 meeting, the Board directed staff to prepare an agenda item to consider placing a historical marker at the roundabout on Oak Ridge Road.

After the Civil War, the Oak Ridge Road area of unincorporated Leon County was a predominately African-American community engaged in the production of turpentine from the abundant nearby pine forests. With the population growth of Leon County in the last half of the twentieth century, the farms and turpentine production of the Oak Ridge Road community have undergone a transition to a residential area of affordable housing for a diverse population.

There were also many small family farms throughout the area. The Franklin family, who owned one of the larger farms in the area, donated land at the corner of Oak Ridge Road and Wakulla Springs Road to construct the St. Peter's Primitive Baptist Church and associated cemetery. Further to the east of St. Peter's Church was the site of the Old Woodville (Oak Ridge) school, a one-room facility that educated African-American children in the area, in grades one through eight, from the early 1900s until 1950.

The analysis describes two different types of markers, the requirements associated with installing certain signs within the right-of-way maintained by the Florida Department of Transportation (FDOT), and recommends the installation of a community identification marker recognizing the Oak Ridge Neighborhood.

Analysis:

The section of Oak Ridge Road at the roundabout is State-maintained, along with the intersecting Wakulla Springs Road, and under the jurisdiction of FDOT. The County maintains the remaining paved portions of Oak Ridge Road with exception to the intersections with state roadways (Woodville Highway and Crawfordville Road).

To erect signage at the roundabout, the County would have to submit a formal request for approval through FDOT's Community Aesthetic Features (CAF) Program (Attachment #3). A CAF is an enhancement installed within FDOT's right-of-way to represent or reflect the surrounding community's identity, culture, and values. A CAF may also enhance the sense of place through which a highway travels. FDOT would make the final determination regarding the allowance of any community or historical marker in their right-of-way, including the roundabout, based on the submission of a CAF Agreement.

Based on the program guidelines and preliminary discussions with FDOT, there are limitations related to the type, size, and content of signage that could be installed at the roundabout. For example, a community identification marker similar to the recently installed CK Steele Memorial Highway sign are permitted and inform motorists of their arrival to an unincorporated community. A traditional historical marker seeks to tell a brief story about a structure or community but may not conform with the requirements set forth in the FDOT CAF Program regarding size, reflectiveness, and sight distance. Historical markers generally require larger footprint for people

to be able to approach on foot and, in areas with limited pedestrian accessibility, a place for parking. Without pedestrian accessibility to the roundabout or adequate publicly owned property along Oak Ridge Road to park vehicles, staff does not recommend the installation of a historical marker at this time.

Should the Board wish to install a community marker specifically at the roundabout under FDOT's jurisdiction, staff recommends approval of the CAF Agreement (Attachment #1) and Resolution (Attachment #2) required by FDOT indicating the County's support of the project and full financial responsibility for the feature's design, construction and maintenance during its lifespan (Options 1 & 2). The proposed Agreement provides for the funding of the project, design and construction standards, and removal and/or relocation of the Community Aesthetic Feature at the local governmental entity's expense should it not be maintained by the local governmental entity, or if the Department needs the right-of-way for transportation purposes. Should FDOT object or raise concerns about the signage in the roundabout, the Board may wish to authorize the County placing the sign along Oak Ridge Road in proximity to the roundabout. Based on costs of other community markers such as C.K. Steele Memorial Highway, staff does not anticipate the costs to exceed \$250 per sign. Funds are available in the Operations Division budget for the creation and ongoing maintenance of the community markers.

Options:

1. Approve the Community Aesthetic Feature Agreement with Florida Department of Transportation for the installation of two Community Markers in the Oak Ridge neighborhood, in a form approved by the County Attorney, and authorize the County Administrator to execute (Attachment #1).
2. Adopt the Resolution in support of the Florida Department of Transportation Community Aesthetic Feature program as referenced in the Community Aesthetic Feature Agreement for the installation of two Community Markers in the Oak Ridge Neighborhood and authorize the Chairman to execute (Attachment #2).
3. Authorize staff to place the Community Marker along Oak Ridge Road if the Florida Department of Transportation does not allow the marker to be placed in the roundabout.
4. Accept staff report and take no further action.
5. Board direction.

Recommendations:

Options #1, #2 and #3

Attachments:

1. Proposed Community Aesthetic Feature Agreement
2. Proposed Resolution
3. Community Aesthetic Feature Program

State Road/Local Road _____ Section No. _____ CAFA No. _____

This Community Aesthetic Feature Agreement (“Agreement”) is entered into this _____ day of _____, between the State of Florida, Department of Transportation (“Department”) and _____ (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Agency has requested permission from the Department to install a [**CHOOSE ONE:** Public Art, Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road _____ at MP _____ in _____ County, Florida (“Project”).
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement (“Effective Date”) and continue through _____, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within _____ (_____) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE:** Public Art, Local Identification Marker], as more fully described in the plans in Exhibit “A”, attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit “D”. The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency’s property. However, this permissive use of the Department’s right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department’s right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department’s District Design Engineer, located at _____.
- The Department will review the plans for conformance to the Department’s requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer’s responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department’s requirements, and the Department expressly

disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, _____, at (____) ____ - ____ or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this

Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ _____. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, _____ Date: _____.

- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT _____ PROGRAM MANAGER

Phone: _____
Fax: _____

_____ COUNTY [OR CITY], FLORIDA

Phone: _____
Fax: _____

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. _____ CAFA No. _____

AGENCY

By: _____

Print Name: _____

Title: _____

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: _____

Date: _____

Legal Review:

Section No. _____ CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

[Provide a description of the improvements proposed within the Department's right-of-way]

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by _____, P.E./R.L.A./Architect and dated _____. Any revisions to these plans must be approved by the Department in writing.

Section No. _____ CAFA No. _____

EXHIBIT "B"

SPECIAL PROVISIONS

Section No. _____ CAFA No. _____

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. _____ CAFA No. _____

EXHIBIT "D"

AGENCY RESOLUTION

Section No. _____ CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

RESOLUTION: 19-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEON COUNTY, FLORIDA IN SUPPORT OF
A COMMUNITY AESTHETIC FEATURES APPLICATION
TO THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR INSTALLATION OF A HISTORICAL MARKER
IN THE OAKRIDGE ROAD COMMUNITY**

WHEREAS, the Leon County Board of County Commissioners seeks to install a historical marker on the roundabout on Oakridge Road in recognition of the historical significance of the area; and

WHEREAS, the proposed site for the historical marker is located on Florida Department of Transportation right-of-way, therefore requiring Florida Department of Transportation's approval prior to installation; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The Board of County Commissioners hereby authorizes the County to submit a formal application for a Florida Department of Transportation Community Aesthetic Features for the installation of a historical marker in the Oakridge Community, and expresses a willingness to enter into a Community Aesthetic Features Agreement between Leon County, Florida and the Florida Department of Transportation if said application is approved.
2. The Board of County Commissioners further authorizes that the County will accept financial responsibility for the historical marker's design, construction and maintenance during its lifespan.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 14th day of May 2019.

LEON COUNTY, FLORIDA

By: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTEST:
Gwen 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

9.3 Community Aesthetic Features (CAF)

Communities may have an active interest in placing aesthetic features on the Department's right-of-way. Community Aesthetic Feature projects must meet the Department's requirements governing safety, access, and maintenance of the highway.

The **Community Aesthetic Feature Agreement** ([Form Number 625-010-10](#)) must be executed by the local governmental entity and the Department prior to any construction in/on the Department's right-of-way, structures, or facilities. This agreement provides for the removal and/or relocation of the Community Aesthetic Feature at the local governmental entity's expense should it not be maintained by the local governmental entity, or if the Department needs the right-of-way for transportation purposes. A Deposit, Performance Bond, or Letter of Credit is required as part of the Community Aesthetic Feature agreement. See F.S. 334.187 for requirements.

Final plans for placing a Community Aesthetic Feature within the Department's right-of-way must be accompanied by a resolution of the local governmental entity indicating their full financial responsibility for the feature's design, construction and maintenance during its lifespan. (See **Sections 9.3.1** and **9.3.2** for submittal and approval requirements.)

9.3.1 Categories and Criteria

Community Aesthetic Features, as defined in **Section 9.1**, consist of two categories:

- Public Art (Stand Alone or Affixed)
- Local ID Markers (Stand Alone or Affixed)

While there are some criteria unique to each category, all Community Aesthetic Features must meet the following criteria:

1. Except where parking is available, select a site and lay out the site plan to deter drivers from stopping within the roadway. If drivers are expected to stop or park, provide for parking in the plan. If public access is available, all Department Standards and Specifications must be met, including ADA requirements. Prohibit public access to the Community Aesthetic Feature when it is located within the interstate, interchange, or limited access right-of-way.
2. The feature must not contain any signs as defined in the **2009 Manual on Uniform Traffic Control Devices (MUTCD), Part 1, Chapter 1A.13**, traffic control features, auditory devices, reflective surfaces, flashing lights, moving parts or moving illumination.

3. The feature must not contain any advertising per the **MUTCD** and **23 C.F.R., 1.23** which prohibits advertising on, or commercial use of the right of way. Commercial advertising on state right of way is also prohibited by **Chapter 479, Florida Statutes**, including charitable, fraternal, religious, or political signs, symbols, logos, banners or any other such device.
4. Lighting of the feature must not be directed at motorists, bicyclists or pedestrians. For lighting criteria see **Section 7.3, Table 7.3.3** of this Volume. When located near an airport, the feature must not create a hazard as defined by **Section 333.01(3), F.S.**
5. In absence of feature lighting, any messages or text included on Local ID Markers must be retroreflective. Decorative or accent lighting must not include any strobe effects, flashing lights, moving parts, or moving illumination.
6. Local ID Markers (Stand-Alone or Affixed) are not allowed on limited access facilities unless they are part of an overall aesthetic treatment plan that can include landscaping and other aesthetic components.
7. Local ID Markers intended to represent the geographic boundary of the county, municipality, sovereign nation or unincorporated area should be located in close proximity to the actual geographic boundary of that area. Remove existing standard geographic boundary guide signs, and/or non-official signs or structures, at or near the location.
8. Do not install Local ID Markers in both the median and roadside at a given location.
9. CAF installations within limited access right-of-way, which are visible from the Interstate mainline, require FHWA approval.
10. CAFs are not allowed within the median of an interstate or limited access facility.
11. One Stand-Alone feature will be allowed per mainline interchange approach (for a maximum of two installations). The local governmental entity must select one site from amongst the ramp and the mainline, along the outside of a ramp, or the area inside a loop ramp.
12. The feature must meet all applicable building codes and design criteria for similar structures or landscaping placed adjacent to the highway's right of way, including wind loading commensurate with highway signs in the area.
13. The feature must not cause adverse impacts to property access, air quality, noise, water quality, wetlands, floodplain encroachments, endangered or threatened species or their critical habitat, historical resources, or create public controversy.

14. The feature, including amenities (landscape, fencing, etc.), must not obstruct any signs or interfere with any sight distance, sight triangle, or view zone (see **Section 9.2.2**).
15. The final design of all CAFs must be signed and sealed by a responsible professional licensed in Florida.
16. All CAF submittals must include a Submittal/Approval Letter (**Exhibit 23-A**) signed by the applicant and the DDE or Turnpike Design Engineer.

In addition, CAFs must meet the following criteria:

A. Public Art – Stand-Alone:

1. All roadways:
 - a. The location must be outside the appropriate clear zone and should be as close to the right-of-way line as practical.
 - b. The structure may not display messages with text, or contain any words or alpha-numeric characters.
 - c. The artist's insignia may be inscribed or etched on a small plaque affixed to the artwork, or placed on the artwork itself. The insignia must not be visible from the roadway so as to avoid distraction to drivers or bicyclists.
 - d. The object's highest point must not be greater in elevation than 25 feet above the nearest point of the roadway.
2. Urban roadways:
 - a. The feature may be placed in the median of urban roadways with curb or curb and gutter, where:
 - i. The Design Speed is less than or equal to 45 mph.
 - ii. Right-of-way is restricted.
 - iii. A minimum offset of four feet from the face of curb is provided.

B. Public Art – Affixed:

1. The feature may not display any messages with text, or contain any words or alpha-numeric characters.
2. The artist's insignia may be inscribed or etched on a small plaque affixed to the artwork, or placed on the artwork itself. The insignia must not be visible from the roadway so as to avoid distraction to drivers or bicyclists.
3. For bridges, the feature must not reduce the vertical clearance over the roadway.

4. For art wraps affixed to traffic control cabinets:
 - a. Do not obstruct cabinet vents with the art wrap.
 - b. The DDE should coordinate with the District Traffic Operations Office during the review process.
 - c. Art wrap themes can be approved for general use by a local government entity.
 - d. A CAF Agreement will be required for these features.
 - e. Any maintaining agency, other than a local government, must coordinate approvals and maintenance through the appropriate local government entity.

C. Local ID Marker – Stand-Alone:

1. All roadways:
 - a. The location must be outside the appropriate clear zone and should be as close to the right-of-way line as practical.
 - b. The structure may contain text such as the name of the municipality, county, or community area (as defined in [Chapter 14-51.041, F.A.C.](#)) with a short phrase or message. The words “Exiting” or “Leaving” are not permitted.
 - c. The object’s highest point must not be greater in elevation than 25 feet above the nearest point of the roadway.
2. Urban roadways:
 - a. The feature may be placed in the median of urban roadways with curb or curb and gutter, where:
 - i. The Design Speed is less than or equal to 45 mph.
 - ii. Right-of-way is restricted.
 - iii. A minimum offset of four feet from the face of curb is provided.
3. Interstates and Limited Access Facilities:
 - a. Placement on interstate and limited access routes should be well outside the minimum clear zone at 50 feet minimum (100 feet preferred) from the edge of the travel lane or ramp, whether guardrail is present or not. The 50 foot minimum/100 foot preferred lateral placement will help to minimize driver distraction, and reduce the likelihood that vertical structures will become storm debris blown across the roadway.
 - b. The maximum letter height allowed is four feet.
 - c. A short phrase or message is not allowed.

D. Local ID Marker – Affixed:

1. All roadways:
 - a. The feature may contain text such as the name of the municipality, county or community area (as defined in [Chapter 14-51.041\(2\)\(c\), F.A.C.](#)) with a short phrase. The words “Exiting” or “Leaving” are not allowed.
 - b. For bridges, the feature must not reduce the vertical clearance over the roadway.
2. Interstates and Limited Access Facilities:
 - a. The maximum letter height allowed is four feet.
 - b. A short phrase or message is not allowed.

9.3.2 CAF Approval Process

The application process is conducted in two phases, the Concept Phase and the Final Phase. The Concept Phase includes District coordination with the applicant to ensure that the proper Community Aesthetic Feature category is selected, the corresponding criteria is achievable and acceptable, and the conditions of the Agreement are acceptable.

The District Design Engineer (DDE) or Turnpike Design Engineer will then submit a concept drawing and documentation to the State Roadway Design Engineer (SRDE). This documentation must include a Submittal/Approval Letter (**Exhibit 23-A**) signed by a representative of the requesting entity and the DDE/Turnpike Design Engineer. Upon review by the Roadway Aesthetic Community of Practice (RA CoP) and the SRDE, conceptual approval may be granted. Should conceptual approval be granted, the signed Submittal/Approval Letter will be returned via e-mail to the DDE and is intended to indicate that the Central Office is in agreement with the concept, and that any proposed Design Variations are acceptable. Otherwise, conceptual approval will be denied with comments. For applications on interstate right-of-way, the District should coordinate with the FHWA District Transportation Engineer prior to submitting to the SRDE.

The Final Phase includes the preparation and review of all final documents. The DDE will forward the Submittal/Approval Letter and final documents with a recommendation for approval to the SRDE. The SRDE will review the application and provide approval to place the feature, or deny the submittal with comments. Features on the Interstate System will also require final approval by FHWA.

When any of the requirements in Section 9.3.1 are not met, a Design Variation must be approved by the SRDE.

9.3.2.1 Concept Phase

Informal coordination may take place at any time between the District and the entity desiring to place a feature on the Department's right-of-way. The District should work with the applicant to resolve issues related to feature category, compliance with criteria, optimum location for placement, and identification of possible Design Variations. Before submittal to the SRDE, the local governmental entity must submit a written request to the DDE to place the Community Aesthetic Feature in the Department's right-of-way. A request for Conceptual Phase Approval must include at a minimum:

1. The designation of the feature category.
2. A conceptual drawing/rendering showing the top, front, and side views of the feature with labeled dimensions, material designations including connections, proposed lighting configuration, and any alpha-numeric characters.
3. A draft site plan dimensioning the location of the feature in relation to the roadway and the right-of-way.
4. The design speed of all adjacent roadways.
5. A citation of the governing **Design Standards**, **Criteria** and **Building Codes** to which the feature will be designed.
6. If the feature is to be affixed to a bridge:
 - a. Designate the bridge owner.
 - b. Declare what the impact is to the bridge loading.
7. The Signature/Approval Letter (**Exhibit 23-A**) signed by the applicant and the DDE.

9.3.2.2 Final Phase

Upon conceptual approval by the SRDE, the local governmental entity may choose to begin the Final Phase. The conceptual approval is valid for one year, at which time the local governmental entity may request an extension from the DDE. The Final Phase submittal includes the following documents:

1. Site Plans, including a Traffic Control Plan if temporary maintenance of traffic will be required to place and/ or maintain the feature.

2. Structural Plans including a wind load analysis.
3. Local Governmental Entity Resolution.
4. Executed **Community Aesthetic Feature Agreement**.
5. Signature/Approval Letter (**Exhibit 23-A**) signed by the applicant and the DDE.

Upon final approval by the SRDE and, if applicable, FHWA, the District will notify the local governmental entity that it may proceed with the placement of the feature. The Final Phase approval is valid for one year, at which time the local governmental entity may request an extension from the DDE.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #7

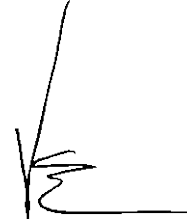
Leon County Board of County Commissioners

Agenda Item #7

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Florida Department of Transportation Grant for the Construction and Construction Engineering Inspection of Safety Improvements on Old Bainbridge Road at Knots Lane

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director, Engineering Services
Lead Staff/ Project Team:	Chris Muehlemann, P.E., Chief of Engineering Design Felton Ard, P.E., Customer Support Engineer

Statement of Issue:

This item seeks the Board's acceptance of a grant from the Florida Department of Transportation for safety improvements on Old Bainbridge Road at Knots Lane and Construction Engineering Inspection to address the high number of Run Off Road crashes along this roadway segment. To realize the grant funds, the Florida Department of Transportation requires Board approval of a Local Agency Program Agreement (Attachment #1) and adoption of a Resolution (Attachment #2).

Fiscal Impact:

This item has a fiscal impact. This agenda item realizes \$130,647 from the Florida Department of Transportation toward the project costs for the Construction Engineering Inspection and construction of the safety improvements with no County match required. The Florida Department of Transportation funding is expected to cover the full cost of this project.

Staff Recommendation:

See next page.

Staff Recommendation:

- Option #1: Approve the Local Agency Program Agreement with Florida Department of Transportation for construction and Construction Engineering Inspection of safety improvements on Old Bainbridge Road at Knots Lane (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Adopt the Resolution authorizing the Local Agency Program Agreement for the construction and the Construction Engineering Inspection of safety improvements on Old Bainbridge Road at Knots Lane (Attachment #2) and authorize the Chairman to execute.
- Option #3: Approve the Resolution and associated Budget Amendment Request realizing \$130,647 from the Florida Department of Transportation into the County budget (Attachment #3).

Report and Discussion

Background:

The Old Bainbridge Road Safety Improvements Project is essential to the following FY 2017-FY 2021 Strategic Initiative:

- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2017-9)*

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

- *(Q5) Support strong neighborhoods.*
- *(Q6) Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.*

Leon County was awarded design and construction grants by the Florida Department of Transportation (FDOT) in 2017 for safety improvements on Old Bainbridge Road at Knots Lane. To effectuate these safety improvements, FDOT awards the project grants separately for the design and construction phases through Local Agency Program (LAP) Agreements. At the September 20, 2017 meeting, the Board accepted the first grant for the design of improvements to this segment of Old Bainbridge Road in the amount of \$54,321. This item seeks the Board's acceptance of the second FDOT grant for this project, in the amount of \$130,647, for the construction and Construction Engineering Inspection (CEI) of safety improvements on Old Bainbridge Road at Knots Lane.

The Board awarded the contract for design services for these segments at the December 11, 2018 meeting. The project design has been completed and the construction bid package is being finalized for FDOT's review, with the final approval expected by May 31, 2019. Final approval by FDOT requires the Board's acceptance of the \$130,647 construction grant to be effectuated by the approval of a LAP Agreement (Attachment #1) and adoption of a Resolution (Attachment #2).

A separate agenda item will be presented to the Board for approval of the LAP Agreement for safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line.

To ensure the County maximizes grant leveraging opportunities, the Office of Management and Budget (OMB) coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. These efforts include contacting and communicating with previous funders for any new or forthcoming grant opportunities. Through timely submittals of reporting and invoices, satisfactory compliance with grant closeouts, as well as on-site and desk monitoring by the granting agencies, Leon County has proactively positioned itself as a responsive and accountable funding partner. Because of this accountability, agencies often contact Leon County when grant funds become available. In addition, the County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities and OMB routinely

monitors the federal Grants.gov portal for grant opportunities. The County aggressively seeks state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. The total County grant leverage ratio is \$3.53 to \$1 (grant to County); excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$11.22 to \$1.

Analysis:

Old Bainbridge Road at Knots Lane is a two-lane, two-way paved County-maintained collector road approximately 1,000 feet south of West Tharpe Street and within the City limits (Attachment #4). The adjacent land use is a mix of residential and commercial and this segment of Old Bainbridge Road is not in the Canopy Road Protection Zone. The current posted speed limit is 30 MPH for this segment of Old Bainbridge Road and the Average Annual Daily Traffic (AADT) volume is approximately 7,600 vehicles per day (south of Homewood Road, in 2012). There is a sidewalk present on the west side of the roadway that terminates in the vicinity of Knots Lane. A single street light is present on a power pole adjacent to Knots Lane.

A qualitative assessment was conducted to observe the existing roadway conditions in the field and to develop potential corrective measures following a number of crashes in the area. Crash analysis data was conducted through the compilation of six years of crash reports from 2009 to 2014. There were a total of 21 crashes during the six-year study period, which includes five incapacitating injury crashes and three non-incapacitating injury crashes. A total of nine crashes (42%) were identified as Run Off Road (ROR) crashes.

In addition to the crash data, staff also evaluated several clear zone limitations in the project area, including a large Live Oak tree, narrow road shoulder, and an existing power pole in the roadside swale/ditch (Attachments #5 & #6). A clear zone is the total roadside border area, starting at the edge of the vehicle travel lane, that is available for a driver to stop safely or regain control of a vehicle that has left the roadway. The Live Oak tree on the shoulder of the south bound travel lane, the narrow north bound round shoulder, and the power transmission pole in the roadside swale minimizes the available width that would allow a vehicle to recover from leaving the pavement. An option to enclose the northbound swale and possibly relocate the existing power pole to gain additional clear zone was evaluated, however it was realized that the existing right-of-way is insufficient for this option.

Staff proposes a two-phased approach to address the ROR crashes along this segment of Old Bainbridge Road. Phase One will include the reconstruction of existing driveway pipes, new electronic signage, upgraded pavement markings, and delineators. After these improvements are complete, staff will monitor traffic data and determine if additional improvements are warranted for Phase Two including right-of-way acquisition for the enclosure of the northbound swale.

Under the proposed LAP Agreement, FDOT will provide funding of \$130,647 for the improvements and CEI. Upon execution of the LAP Agreement, it is anticipated that the Request for Proposal for the CEI consultant and the construction bid will be advertised by the end of June 2019. The selection process should be completed by October 2019. A subsequent agenda item

will be brought back to the Board to award the contracts for the CEI consultant and construction. Construction is anticipated to begin in January 2020 and completed by the end of March 2020.

Options:

1. Approve the Local Agency Program Agreement with Florida Department of Transportation for construction and Construction Engineering Inspection of safety improvements on Old Bainbridge Road at Knots Lane (Attachment #1) and authorize the County Administrator to execute.
2. Adopt the Resolution authorizing the Local Agency Program Agreement for the construction and the Construction Engineering Inspection of safety improvements on Old Bainbridge Road at Knots Lane (Attachment #2) and authorize the Chairman to execute.
3. Approve the Resolution and associated Budget Amendment Request realizing \$130,647 from the Florida Department of Transportation into the County budget (Attachment #3).
4. Do not approve the Local Agency Program Agreement with Florida Department of Transportation for construction and Construction Engineering Inspection of safety improvements on Old Bainbridge Road at Knots Lane.
5. Board direction.

Recommendations:

Options #1, #2 and #3

Attachments:

1. Proposed Local Agency Program Agreement
2. Resolution approving Local Agency Program Agreement
3. Resolution and associated Budget Amendment Request
4. Project Location Map
5. South Bound Project Area Picture
6. North Bound Project Area Picture

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FPN: <u>438270-1-58-01</u>	FPN: <u>438270-1-68-01</u>	FPN: _____
Federal No (FAIN): <u>D318-065-B</u>	Federal No (FAIN): <u>D318-065-B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACSS</u>	Fund: <u>ACSS</u>	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____

County No: 55 (Leon) Contract No: _____
Recipient Vendor No: F596000435090 Recipient DUNS No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 361 Old Bainbridge Road at Knots Lane Intersection Improvement Project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before March 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 130,647.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.I.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$130,647.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is

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unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- F. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be

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paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General, or any other State official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-Federal entity as defined by 2 CFR Part 200, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required Federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Recipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
- ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Recipient is exempt from Federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than Federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. 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 Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

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- b. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
 - shall
 - shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- b. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- c. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- d. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- e. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- g.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h.** In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- i.** Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- j.** The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- k.** The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- l.** The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- m.** The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- n.** The Recipient shall:

 - i.** utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii.** expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-

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Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- o. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- p. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. State Funds are used on this Project. If State Funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. A portion or all of the Project will utilize Department right's-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. The following Exhibit(s) are attached and incorporated into this Agreement: _____
- k. **Exhibit and Attachment List**
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - Exhibit C: Title VI Assurances
 - Exhibit D: Recipient Resolution
 - Exhibit E: Federal Financial Assistance (Single Audit Act)
 - Exhibit F: Contract Payment Requirements

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- * Exhibit G: FHWA Form 1273
- * Exhibit H: Alternative Advance Payment Financial Provisions
- * Exhibit I: State Funds Addendum
- * Exhibit J: State Financial Assistance (Florida Single Audit Act)
- * Exhibit K: Advance Project Reimbursement
- * Exhibit L: Landscape Maintenance
- * Exhibit M: Roadway Lighting Maintenance
- * Exhibit N: Traffic Signal Maintenance
- * Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

- * Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT LEON COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Vincent S. Long
Title: County Administrator

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438270-1-58-01 & 438270-1-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Leon County, Florida

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .019 Miles

PROJECT DESCRIPTION: The construction and installation of advance warning signs with flashing beacons and chevron signs within the curve; milling and resurfacing within the curve, install rumble strip striping along edge line at CR 361 old Bainbridge Road at Knots Lane. The overall length of the project is 0.019 miles..

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by June 2019.
- f) Construction to be completed by March 31, 2020

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

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LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Leon County, Florida 301 S. Monroe Street, 5 th Floor Tallahassee, Florida 32301	FINANCIAL PROJECT NUMBER: 438270-1-58-01 & 438270-1-68-01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2019 (Highway Safety)	\$ 116,649.00	\$ 0.00	\$ 0.00	\$ 116,649.00
FY: 2020 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FY: 2021 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Construction Cost	\$ 116,649.00	\$ 0.00	\$ 0.00	\$ 116,649.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2019 (Highway Safety)	\$ 13,998.00	\$ 0.00	\$ 0.00	\$ 13,998.00
FY: 2020 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FY: 2021 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total CEI Cost	\$ 13,998.00	\$ 0.00	\$ 0.00	\$ 13,998.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 130,647.00	\$ 0.00	\$ 0.00	\$ 130,647.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
 District Grant Manager Name

 Signature Date

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$
Awarding Agency: Florida Department of Transportation
Award is for R&D: Choose an item.
Indirect Cost Rate: Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$130,647.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

RESOLUTION: 19-_____

**RESOLUTION APPROVING LOCAL AGENCY PROGRAM AGREEMENT
BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION,
AND LEON COUNTY, FLORIDA FOR THE CONSTRUCTION OF INTERSECTION
IMPROVEMENTS ON OLD BAINBRIDGE ROAD AT KNOTS LANE**

WHEREAS, The State of Florida, Department of Transportation (the “DEPARTMENT”) and Leon County, Florida, a charter county and political subdivision of the State of Florida (the “COUNTY”) are desirous of having the DEPARTMENT participate in the construction of intersection improvements on Old Bainbridge Road at Knots Lane, the details of which are described in the Local Agency Participation Agreement between the DEPARTMENT and the COUNTY as presented to the Board of County Commissioners of Leon County, Florida at its regular meeting on May 14, 2019 (the “LAP Agreement”); and

WHEREAS, the Old Bainbridge Road Construction of Intersection Improvements Project, Old Bainbridge Road at Knots Lane (the “PROJECT”), will be conducted in Leon County, and the DEPARTMENT is prepared to contribute funds in an amount up to One-Hundred Thirty Thousand Six Hundred Forty-Seven and 00/100 Dollars (\$130,647.00) toward the PROJECT; and

WHEREAS, completion of the PROJECT is in the interest of the DEPARTMENT and the COUNTY, as the project will substantially improve the safety, operation, and efficiency of the intersection on Old Bainbridge Road at Knots Lane.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 14th day of May, 2019, that the Board hereby approves the LAP Agreement and hereby authorizes the County Administrator to execute the LAP Agreement in a form approved by the County Attorney.

Passed and adopted on this 14th day of May, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

APPROVED AS TO FORM:
Leon County Attorney’s Office

BY: _____

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

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2018/2019; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 14th day of May, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**FISCAL YEAR 2018/2019
BUDGET AMENDMENT REQUEST**

No: BAB19020
Date: 4/24/2019

Agenda Item No: _____
Agenda Item Date: 5/14/2019

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	053008	331415	000	DOT Old Bainbridge Rd Knots Lane Improvement	-	130,647	130,647

Subtotal: 130,647

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	053008	56300	541	Improvements Other Than Buildings	-	130,647	130,647

Subtotal: 130,647

Purpose of Request:

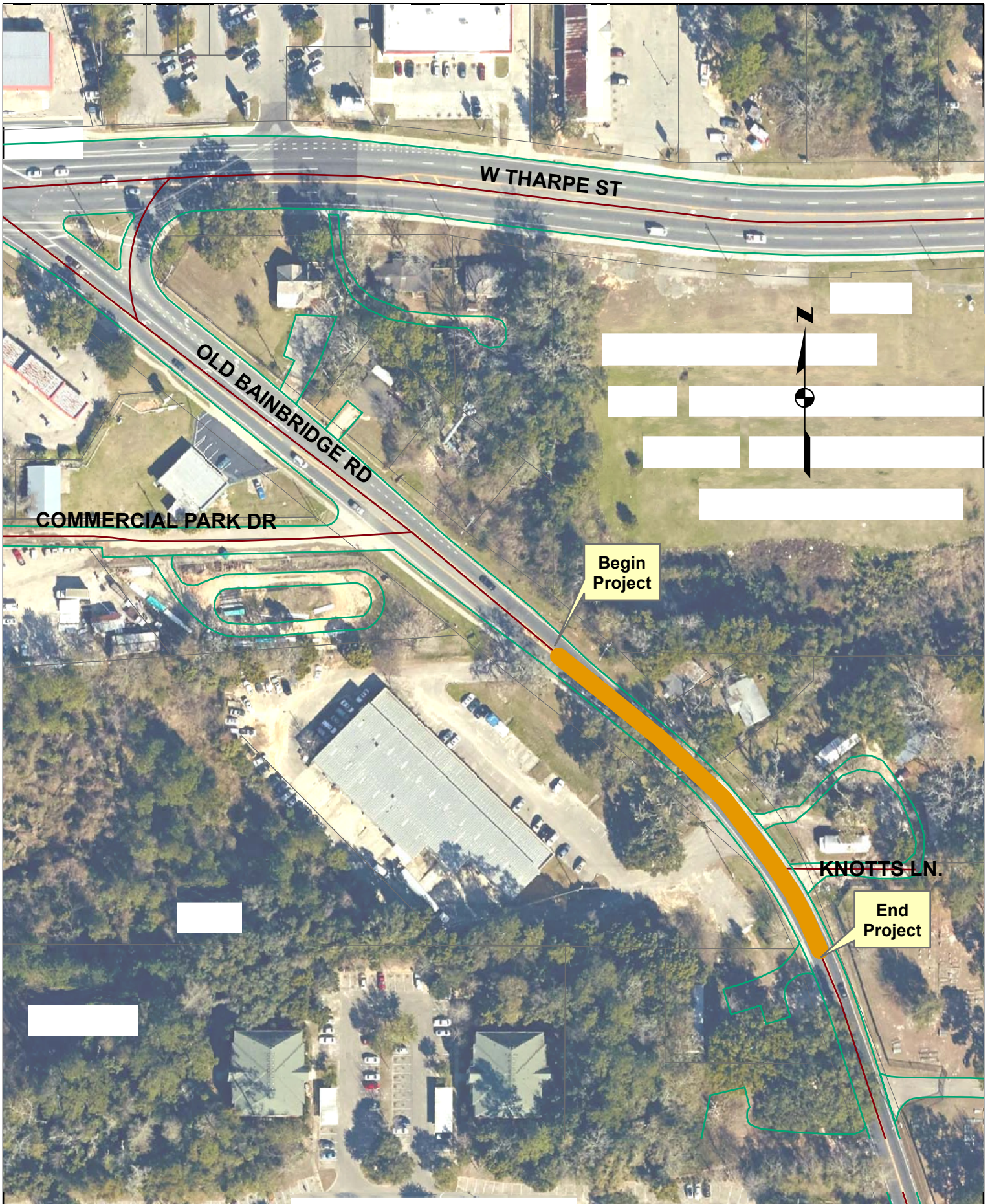
This budget amendment realizes \$130,647 from Florida Department of Transportation toward the project costs for the construction and Construction Engineering Inspection (CEI) of safety improvements on Old Bainbridge Road at Knots Lane to address the high number of Run Off Road (ROR) crashes along this roadway segment.

Group/Program Director

Tim Barden, Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator



OLD BAINBRIDGE RD. & KNOTTS LANE PROJECT

OLD BAINBRIDGE ROAD AT KNOTS LANE SAFETY IMPROVEMENTS
SOUTH BOUND VIEW OF PROJECT AREA



**OLD BAINBRIDGE ROAD AT KNOTS LANE SAFETY IMPROVEMENTS
NORTH BOUND VIEW OF PROJECT AREA**



**Leon County
Board of County Commissioners**

Notes for Agenda Item #8

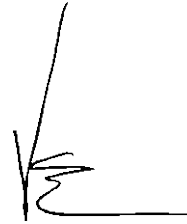
Leon County Board of County Commissioners

Agenda Item #8

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Florida Department of Transportation Grant for the Construction and Construction Engineering Inspection of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director, Engineering Services
Lead Staff/ Project Team:	Chris Muehlemann, P.E., Chief of Engineering Design George Su, P.E., Senior Design Engineer

Statement of Issue:

This item seeks the Board's acceptance of a grant from the Florida Department of Transportation for the construction and Construction Engineering Inspection of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line, to address the high number of lane departure crashes along this segment. To realize the grant funds, the Florida Department of Transportation requires Board approval of a Local Agency Program Agreement (Attachment #1) and adoption of a Resolution (Attachment #2).

Fiscal Impact:

This item has a fiscal impact. This agenda item realizes \$521,400 from Florida Department of Transportation toward the project costs for the Construction Engineering Inspection and construction of the safety improvements with no County match required. The Florida Department of Transportation funding is anticipated to cover the full cost of this project.

Staff Recommendation:

See next page.

Title: Florida Department of Transportation Grant for the Construction and Construction Engineering Inspection of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line

May 14, 2019

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Staff Recommendation:

- Option #1: Approve the Local Agency Program Agreement with Florida Department of Transportation for construction and Construction Engineering Inspection of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Adopt the Resolution authorizing the Local Agency Program Agreement for the construction and the Construction Engineering Inspection of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line (Attachment #2) and authorize the Chairman to execute.
- Option #3: Approve the Resolution and associated Budget Amendment Request realizing \$521,400 from the Florida Department of Transportation into the County budget (Attachment #3).

Report and Discussion

Background:

The Old Bainbridge Road Safety Improvements Project is essential to the following FY 2017-FY 2021 Strategic Initiative:

- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2017-9)*

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

- *(Q5) Support strong neighborhoods.*
- *(Q6) Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.*

Leon County was awarded design and construction grants by the Florida Department of Transportation (FDOT) in 2017 for safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County line. To effectuate these safety improvements, FDOT awards the project grants separately for the design and construction phases through Local Agency Program (LAP) Agreements. At the September 20, 2017 meeting, the Board accepted the first grant for the design of improvements to this segment of Old Bainbridge Road in the amount of \$48,750. This item seeks the Board's acceptance of the second FDOT grant for this project, in the amount of \$521,400, for the construction and Construction Engineering Inspection (CEI) of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line.

The Board awarded the contract for design services for these segments at the December 11, 2018 meeting. The project design has been completed and the construction bid package is being finalized for FDOT's review, with the final approval expected by May 31, 2019. Final approval by FDOT requires the Board's acceptance of the \$521,400 construction grant to be effectuated by the approval of a LAP Agreement (Attachment #1) and adoption of a Resolution (Attachment #2).

A separate agenda item will be presented to the Board for approval of the LAP Agreement for safety improvements near the intersection of Knots Lane.

To ensure the County maximizes grant leveraging opportunities, the Office of Management and Budget (OMB) coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. These efforts include contacting and communicating with previous funders for any new or forthcoming grant opportunities. Through timely submittals of reporting and invoices, satisfactory compliance with grant closeouts, as well as on-site and desk monitoring by the granting agencies, Leon County has proactively positioned itself as a responsive and accountable funding partner. Because of this accountability, agencies often contact Leon County when grant funds become available. In addition, the County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities and OMB routinely

Title: Florida Department of Transportation Grant for the Construction and Construction Engineering Inspection of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line

May 14, 2019

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monitors the federal Grants.gov portal for grant opportunities. The County aggressively seeks state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. The total County grant leverage ratio is \$3.53 to \$1 (grant to County); excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$11.22 to \$1.

Analysis:

Old Bainbridge Road, between North Monroe Street and the Gadsden County line, is a 3.7-mile two-lane paved County maintained minor arterial road in unincorporated Leon County (Attachment #4). The adjacent land use is primarily residential and this segment of Old Bainbridge Road is not in the Canopy Road Protection Zone. The posted speed limit is 45 miles per hour (mph) for this segment of Old Bainbridge Road and the Average Annual Daily Traffic (AADT) volume is approximately 4,132 vehicles per day. With exception of the flashing traffic signal at the intersection of the Orchard Pond Parkway, this segment of roadway has no other traffic signals, sidewalks, median, bike lanes, or street lighting.

Crash analysis data was conducted through the compilation of five years of crash reports from 2008 to 2012. There were 68 crashes during the five-year study period, which includes four fatalities (three motorcycles impaired) and four serious injuries. Thirty-two (47%) of the 68 crashes were coded as Lane Departure and nine (7%) were coded as Intersection or Intersection and Lane Departure. The project goal is to address the Lane Departure type crashes along this segment of Old Bainbridge Road. The existing roadway has two 11' lanes with limited or no shoulders. The existing advanced warning and advisory signage for the horizontal curves along this route do not conform to the existing standards for placement or coating with required retro-reflectivity. The selected improvements include shoulder widening at two curves, radar feedback speed limit signs, new signage, upgraded pavement markings, delineators, and tree trimming in limited circumstances.

Under the proposed LAP Agreement, FDOT will provide funding of \$521,400 for the project construction and CEI. Upon execution of the LAP Agreement, it is anticipated that the Request for Proposal for the CEI consultant and the construction bid will be advertised by the end of June 2019. The selection process should be completed by October 2019. A subsequent agenda item will be brought back to the Board to award the contracts for the CEI consultant and construction. Construction is anticipated to begin in January 2020 and completed by the end of March 2020.

Title: Florida Department of Transportation Grant for the Construction and Construction Engineering Inspection of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line

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Options:

1. Approve the Local Agency Program Agreement with Florida Department of Transportation for construction and Construction Engineering Inspection of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line (Attachment #1) and authorize the County Administrator to execute.
2. Adopt the Resolution authorizing the Local Agency Program Agreement for the construction and the Construction Engineering Inspection of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line (Attachment #2) and authorize the Chairman to execute.
3. Approve the Resolution and associated Budget Amendment Request realizing \$521,400 from the Florida Department of Transportation into the County budget (Attachment #3).
4. Do not approve the Local Agency Program Agreement with Florida Department of Transportation for construction and Construction Engineering Inspection of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line.
5. Board direction.

Recommendations:

Options #1, #2, and #3

Attachments:

1. Proposed Local Agency Program Agreement
2. Resolution approving Local Agency Program Agreement
3. Resolution and associated Budget Amendment Request
4. Project Location Map

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>436621-1-58-01</u>	FPN: <u>436621-1-68-01</u>	FPN: _____
Federal No (FAIN): <u>D318-038-B</u>	Federal No (FAIN): <u>D318-038-B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACSS</u>	Fund: <u>ACSS</u>	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
County No: <u>55 (Leon)</u>	Contract No: _____	
Recipient Vendor No: <u>F596000435090</u>	Recipient DUNS No: <u>80-939-7102</u>	
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 361 Old Bainbridge Road Safety Improvements Project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before March 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 521,400. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$521,400 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

- If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the

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deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- F. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with

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the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General, or any other State official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-Federal entity as defined by 2 CFR Part 200, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required Federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Recipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
- ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Recipient is exempt from Federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than Federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. 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 Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

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- b. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- b. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- c. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- d. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- e. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- g.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h.** In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- i.** Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- j.** The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- k.** The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- l.** The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- m.** The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- n.** The Recipient shall:

 - i.** utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii.** expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-

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Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- o. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- p. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. State Funds are used on this Project. If State Funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. A portion or all of the Project will utilize Department right's-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. The following Exhibit(s) are attached and incorporated into this Agreement: _____
- k. **Exhibit and Attachment List**
Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements

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LOCAL AGENCY PROGRAM AGREEMENT

- * Exhibit G: FHWA Form 1273
- * Exhibit H: Alternative Advance Payment Financial Provisions
- * Exhibit I: State Funds Addendum
- * Exhibit J: State Financial Assistance (Florida Single Audit Act)
- * Exhibit K: Advance Project Reimbursement
- * Exhibit L: Landscape Maintenance
- * Exhibit M: Roadway Lighting Maintenance
- * Exhibit N: Traffic Signal Maintenance
- * Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

- * Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT LEON COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Vincent S. Long
Title: County Administrator

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 436621-1-58-01 & 436621-1-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Leon County, Florida

PROJECT LOCATION:

The project is on the National Highway System.

The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 3.737 Miles

PROJECT DESCRIPTION: The construction of safety improvements including limited piping of steep ditches at selected sharp curves, new signage, upgraded pavement markings, delineators, and shieding of obstructions in limited circumstances at CR 361 old Bainbridge Road from SR 63 (US 27) to Gadsden County Line. The overall length of the project is 3.737 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT "A"****PROJECT DESCRIPTION AND RESPONSIBILITIES**

Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by June 2019.
- f) Construction to be completed by March 31, 2020

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Leon County, Florida 301 S. Monroe Street, 5 th Floor Tallahassee, Florida 32301	FINANCIAL PROJECT NUMBER: 436621-1-58-01 & 436621-1-68-01
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2019 (Highway Safety)	\$ 469,920.00	\$ 0.00	\$ 0.00	\$ 469,920.00
FY: 2020 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FY: 2021 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Construction Cost	\$ 469,920.00	\$ 0.00	\$ 0.00	\$ 469,920.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2019 (Highway Safety)	\$ 51,480.00	\$ 0.00	\$ 0.00	\$ 51,480.00
FY: 2020 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FY: 2021 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total CEI Cost	\$ 51,480.00	\$ 0.00	\$ 0.00	\$ 51,480.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 521,400.00	\$ 0.00	\$ 0.00	\$ 521,400.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

Signature Date

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Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT "E"**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$
Awarding Agency: Florida Department of Transportation
Award is for R&D: Choose an item.
Indirect Cost Rate: Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

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EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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EXHIBIT "G"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$521,400.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

RESOLUTION: 19-_____

**RESOLUTION APPROVING LOCAL AGENCY PROGRAM AGREEMENT
BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION,
AND LEON COUNTY, FLORIDA FOR THE CONSTRUCTION OF SAFETY
IMPROVEMENTS ON OLD BAINBRIDGE ROAD FROM U.S. 27 TO THE GADSDEN
COUNTY LINE**

WHEREAS, The State of Florida, Department of Transportation (the “DEPARTMENT”) and Leon County, Florida, a charter county and political subdivision of the State of Florida (the “COUNTY”) are desirous of having the DEPARTMENT participate in the construction of safety improvements on Old Bainbridge Road from U.S. 27 to the Gadsden County line, the details of which are described in the Local Agency Participation Agreement between the DEPARTMENT and the COUNTY as presented to the Board of County Commissioners of Leon County, Florida at its regular meeting on May 14, 2019 (the “LAP Agreement”); and

WHEREAS, the Old Bainbridge Road Construction of Safety Improvements Project, Old Bainbridge Road from U.S. 27 to the Gadsden County line (the “PROJECT”), will be conducted in Leon County, and the DEPARTMENT is prepared to contribute funds in an amount up to Five-Hundred Twenty-One Thousand Four Hundred and 00/100 Dollars (\$521,400.00) toward the PROJECT; and

WHEREAS, completion of the PROJECT is in the interest of the DEPARTMENT and the COUNTY, as the project will substantially improve the safety, operation, and efficiency of Old Bainbridge Road.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 14th day of May, 2019, that the Board hereby approves the LAP Agreement and hereby authorizes the County Administrator to execute the LAP Agreement in a form approved by the County Attorney.

Passed and adopted on this 14th day of May, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

APPROVED AS TO FORM:
Leon County Attorney’s Office

BY: _____

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

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2018/2019; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 14th day of May, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**FISCAL YEAR 2018/2019
BUDGET AMENDMENT REQUEST**

No: BAB19021
Date: 4/24/2019

Agenda Item No: _____
Agenda Item Date: 5/14/2019

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog					
125	053009	331416	000		DOT Old Bainbridge Rd Monroe Improvement	-	521,400	521,400
						Subtotal:	521,400	

Expenditures

Account Information					Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog					
125	053009	56300	541		Improvements Other Than Buildings	-	521,400	521,400
						Subtotal:	521,400	

Purpose of Request:

This budget amendment realizes \$521,400 from Florida Department of Transportation toward the project costs for the construction and Construction Engineering Inspection (CEI) of safety improvements on Old Bainbridge Road from North Monroe to the Gadsden County line to address the high number of lane departure crashes along this segment.

Group/Program Director

Tim Barden, Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

OLD BAINBRIDGE RD. from US-27 to COUNTY LINE

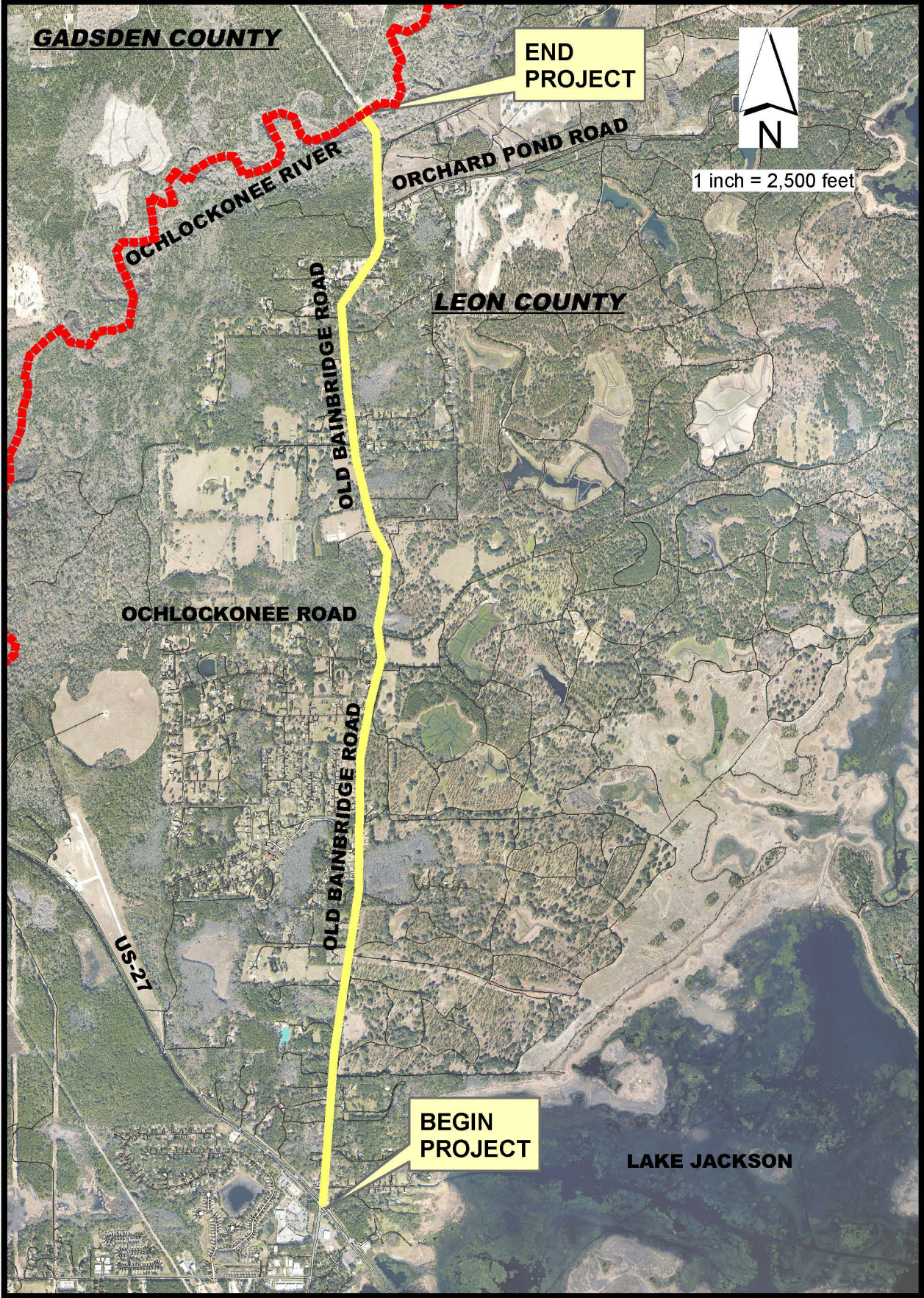


Figure 1. Project Location Map

**Leon County
Board of County Commissioners**

Notes for Agenda Item #9

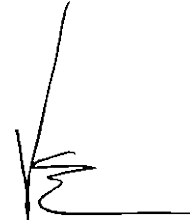
Leon County Board of County Commissioners

Agenda Item #9

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Ratification of the April 23, 2019 Fiscal Year 2020 Budget Workshop

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

Statement of Issue:

This agenda item ratifies the Board's actions at the April 23, 2019 Fiscal Year 2020 Budget Workshop.

Fiscal Impact:

This agenda item has a fiscal impact. It establishes Board direction for the Fiscal Year 2020 preliminary budget.

Staff Recommendation:

See next page.

Staff Recommendations:

- Option #1: Ratify the actions taken by the Board during the April 23, 2019 FY 2020 Budget Workshop.
- Option #2: Approve the Resolution and Budget Amendment realigning the Homestead Reserve to fund the Harbinwood Pond Sinkhole (Faulk Drive) repair and the Detention Facility electronic door locks (Attachment #1).
- Option #3: Adopt the Resolution amending the Florida Department of Health in Leon County Fee Schedule (Attachment #2).
- Option #4: Approve the Integrated Sustainability Action Plan (Attachment #3).
- Option #5: Approve the Resolution supporting the City's 100% Renewable Energy Goal (Attachment #4).
- Option #6: Authorize the County Administrator to execute the Second Amendment to the Agreement for Processing of Single-Stream Recycling Service with Marpan Recycling, in a form approved by the County Attorney (Attachment #5) and approve the associated Resolution and Budget Amendment (Attachment #6).
- Option #7: Approve the revised enabling Resolution for the Committee on Quality Growth adding an archaeologist (Attachment #7).
- Option #8: Approve the revisions to the Personnel Policies and Procedures Section VI, related to the addition of post-retirement health insurance contribution (Attachment #8).
- Option #9: Approve the revisions to the Personnel Policies and Procedures Sections I and V, related to Leon County's pay plan and eliminating the Career Service Exempt category (Attachment #9).
- Option #10: Approve establishing a new pay grade as outlined in this item for Commissioner Aides and approve revisions to Policy No. 03-3 "Internal Operations and Protocols, Commission Office" (Attachment #10) and the Pay Grade Plan (Attachment #11).

Report and Discussion

Background:

As specified on the Board adopted Budget Calendar, a Budget Policy workshop was conducted on April 23, 2019. The purpose of the workshop was to provide staff direction regarding the development of the FY 2020 preliminary budget.

Analysis:

In accordance with the actions taken during the April 23, 2019 Budget Workshop, the Board authorized the following:

1. Workshop Item #1: Fiscal Year 2020 Preliminary Budget Overview

The Board approved Option #1 as presented:

1. Accept staff's report on the preliminary budget.

2. Workshop Item #2: Multi-Year (FY 2019-FY 2021) Fiscal Plan

The Board approved Option #1:

1. Approve the Multi-Year (FY 2019-FY 2021) Fiscal Plan.

The Multi-Year (FY 2019-FY 2021) Fiscal Plan included a request to allocate funding from the current fiscal year Homestead Reserve to address unanticipated critical infrastructure needs. The total amount requested (\$1,123,000) included \$500,000 to cap the Harbinwood Pond (Faulk Drive) sink hole, and \$623,000 to replace Detention Facility cell locks to prevent systematic failure and increase security at the facility. A resolution and budget amendment are included for approval (Attachment #1).

In addition, the Board requested staff bring back a budget discussion item at the June 18, 2019 Budget Workshop regarding the possible elimination of the Rural Waste Service Center fees.

3. Workshop Item #3: Proposed Resolution Amending the Leon County Health Department Fee Schedule

The Board approved Option #1:

1. Adopt the Resolution amending the Florida Department of Health in Leon County Fee Schedule (Attachment #2).

4. Workshop Item #4: Integrated Sustainability Action Plan

The Board approved Options #1, #2, and #3:

1. Approve the Integrated Sustainability Action Plan (Attachment #3).
2. Authorize staff to proceed with the release of a Request for Qualifications for an updated Energy Services Contract.

3. Approve the Resolution supporting the City's 100% Renewable Energy Goal (Attachment #4).

5. Workshop Item #5: Contract Amendment with Marpan to Maintain the County's Recycling Program.

The Board approved Option #1 as amended:

1. Authorize the County Administrator to execute an amendment to the Agreement for Processing of Single-Stream Recycling Service with Marpan Recycling, in a form approved by the County Attorney (Attachment #5). The associated budget amendment is reflected in Attachment #6.

In addition, the Board directed staff to bring back an agenda item regarding pharmaceutical and medical disposal practices.

6. Workshop Item #6: Consideration to Discontinue Construction of an Additional Ballfield at Daniel B. Chaires Park and Reallocate Funds for Other Park Improvements

The Board approved Options #1, #2 and #3 as presented:

1. Accept the update on the Daniel B. Chaires Park ballfield construction project.
2. Direct staff to conduct a community feedback meeting regarding improvements to the Daniel B. Chaires Park prior to the June 18, 2019 Budget Workshop.
3. Direct staff to provide options and recommendations for improvements to the Daniel B. Chaires Park and other possible park improvements for Board consideration at the June 18, 2019 Budget Workshop.

7. Workshop Item #7: Pretrial Release Program Fees

The Board approved Option #1 as presented:

1. Accept the status report on the Supervised Pretrial Release Program and take no further action.

8. Workshop Item #8: Archaeological Preservation

The Board approved Option #1 as amended:

1. Accept the status report on the archaeological preservation elements associated with the land development process.

The Board also directed the addition of an archaeologist to the Advisory Committee on Quality Growth (Attachment #7), and to work with the Tallahassee Trust for Historic Preservation on the applying for a state historic preservation grant for the GIS predictive software model.

9. Workshop Item #9: Land Use Element Update Consulting Services

The Board approved Options #1 and #2 as amended:

1. Approve including \$150,000 in the tentative FY 2020 Budget to pay for the consulting services outlined in the budget item, to include an examination of expansion of the urban service area, contingent on the City funding a like amount.
2. Schedule a Joint City/County Workshop to review the Comprehensive Plan for October 15, 2019.

10. Retiree Post-Employment Health Care Benefit

The Board approved Option #1 as presented:

1. Direct staff to include a post-retirement health insurance benefit in the FY 2020 budget at \$5 per month for each year of eligible service with a minimum of 10 years employment with the County (Attachment #8).

11. Revisions to Leon County's Pay Plan to Update Compensation Ranges and Employee Classifications

The Board approved Option #1 as amended:

1. Approve the proposed revisions to Leon County's pay plan by establishing a range spread of 65% for all pay grades within the organization, eliminating the Career Service Exempt category and establishing a pay grade for Commissioner Aides (Attachments #9, #10 and #11).

In addition, the Board directed staff to review establishing a \$13 per hour living wage for County employees after the FY 2020 budget cycle is concluded.

During the workshop, the Board directed staff to establish a pay grade for Commissioner Aides. Currently, Commission Aide salaries are established pursuant to Policy No. 03-3 "Internal Operations and Protocols, Commission Office" (Attachment #10). In establishing pay grades, Human Resources normally conducts a complete market analysis of similarly situated positions including a review of the essential duties and responsibilities of the position, as well as, an evaluation of the required knowledge, skills and abilities. However, this approach was not used in establishing the recommended Commission Aide pay grade. Rather, to avoid any possible adverse impacts to existing Commission Aides, the recommended pay grade was established by using the current maximum salary authorized for a Commission Aide pursuant to Policy No. 03-3. Using this approach, the pay grade would have a range of \$47,298 to \$78,042, unless the Board provides any other direction in establishing the Commission Aide pay grade.

Options:

1. Ratify the actions taken by the Board during the April 23, 2019 FY 2020 Budget Workshop.
2. Approve the Resolution and Budget Amendment realigning the Homestead Reserve to fund the Harbinwood Pond Sinkhole (Faulk Drive) repair and the Detention Facility electronic door locks (Attachment #1).
3. Adopt the Resolution amending the Florida Department of Health in Leon County Fee Schedule (Attachment #2).
4. Approve the Integrated Sustainability Action Plan (Attachment #3).
5. Approve the Resolution supporting the City's 100% Renewable Energy Goal (Attachment #4).
6. Authorize the County Administrator to execute the Second Amendment to the Agreement for Processing of Single-Stream Recycling Service with Marpan Recycling, in a form approved by the County Attorney (Attachment #5) and approve the associated Resolution and Budget Amendment (Attachment #6).
7. Approve the revised enabling Resolution for the Committee on Quality Growth adding an archaeologist (Attachment #7).
8. Approve the revisions to the Personnel Policies and Procedures Section VI, related to the addition of post-retirement health insurance contribution (Attachment #8).
9. Approve the revisions to the Personnel Policies and Procedures Sections I and V, related to Leon County's pay plan eliminating the Career Service Exempt category (Attachment #9).
10. Approve establishing a new pay grade as outlined in this item for Commission Aides and approve revisions to Policy No. 03-3 "Internal Operations and Protocols, Commission Office" (Attachment #10) and the Pay Grade Plan (Attachment #11).
11. Board direction.

Recommendations:

Options #1 through #10

Attachments:

1. Budget Amendment to Realign Funds from Homestead Exemption Budgeted Reserves to Capital Projects
2. Resolution amending the Florida Department of Health in Leon County Fee Schedule
3. Integrated Sustainability Action Plan
4. Resolution endorsing the City of Tallahassee's 100% Renewable Energy Goal
5. Second Amendment to the Agreement for Processing Single Stream Recycling Service with Marpan Recycling
6. Budget Amendment and Contingency Statement to appropriate funds for Marpan Recycling
7. Revised Enabling Resolution for the Advisory Committee on Quality Growth
8. Revised Personnel Policies and Procedures Section VI, including Post-Employment Health Insurance contribution

9. Revised Personnel Policies and Procedures Sections I and V, related to the Pay Plan and Career Service Exempt Category
10. Revised Policy No. 03-3, "Internal Operations and Protocols, Commission Office"
11. Pay Grade Plan

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2018/2019; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 14th day of May, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**FISCAL YEAR 2018/2019
BUDGET AMENDMENT REQUEST**

No: BAB19018
Date: 4/9/2019

Agenda Item No: _____
Agenda Item Date: 5/14/2019

County Administrator

Vincent S. Long

Deputy County Administrator

Alan Rosenzweig

**Request Detail:
Revenues**

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
001	992	59905	599	Budgeted Reserves Homestead Exemption	1,123,000	(1,123,000)	-
001	950	591305	581	Transfer to 305	2,706,624	1,123,000	3,829,624
Subtotal:						-	

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
305	950	381001	000	Transfer from 001	2,706,624	1,123,000	3,829,624
Subtotal:						1,123,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
305	063011	56294	538	Longview Drive Sink Hole	-	500,000	500,000
305	086031	56201	523	Dentention Facility Complex Maintenance	2,894,953	623,000	3,517,953
Subtotal:						1,123,000	

Purpose of Request:

This budget amendment realigns \$1,123,000 of Homestead Exemption budgeted reserves to capital projects. \$500,000 will be allocated to a new project for the Longview Drive Sink Hole and \$623,000 will be realigned to the Detention Facility Complex for replacement of cell locks for increased facility security.

Group/Program Director **Tim Barden, Budget Manager**

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, REVISING THE HEALTH DEPARTMENT FEE SCHEDULE TO INCLUDE ESTABLISHMENT OF A LOCAL APPLICATION FEE FOR ONSITE SEWER TREATMENT AND DISPOSAL SYSTEM PERMITS; AN INCREASE BIRTH CERTIFICATE FEE; AND REVISED LANGUAGE REGARDING THE CLINICAL FEE SERVICES AS INDICATED ON THE ATTACHED DOCUMENT ENTITLED "REVISED FLORIDA DEPARTMENT OF HEALTH IN LEON COUNTY FEE SCHEDULE".

WHEREAS, Leon County Ordinance No. 07-50 provides in Section 8-1 that fees for the Leon County Health Department will be periodically established by Resolution of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners is hereby authorized to prescribe a schedule of services rendered by the County health unit for which fees and charges should be made and to prescribe the fees and charges to be made for such services by the adoption of a resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The fees set forth in the “Revised Florida Department of Health in Leon County Fee Schedule” attached and incorporated herein as Attachment A, are hereby adopted.
2. The fees set forth in approved resolution R15-03 are hereby repealed and replaced in its entirety by the fees adopted in this Resolution.
3. This Resolution shall be effective upon being signed.

DONE AND ADOPTED by the Board of County Commissioners of Leon County,
Florida, on this the 14th day of May 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTEST:

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

By: _____

APPROVED AS TO FORM:

Office of the County Attorney
Leon County, Florida

By: _____
Herbert W. A. Thiele
County Attorney

Attachment A

Revised Florida Department of Health in Leon County Fee Schedule
(Effective Date: April 23, 2019)

<i>Return check charge:</i>	\$15.00 or 5% of the value of the check whichever is greater
<i>Vital statistics:</i>	
Birth records: Certified Birth Certificate	\$12.00 <u>15.00</u>
Death records: Certified Death Certificate	\$10.00

Clinic Fees:

1. Fees for all clinic services shall be equivalent to ~~twice~~ the ~~current~~ ~~Medicaid~~ Medicare reimbursement rate.
2. Fees equivalent to actual cost of service plus the applicable visit fee will be charged for nonmedicaid reimbursable services.
3. Clinic services are provided at no charge to those individuals and families below the poverty level. Clinic services will be discounted and charged on a "sliding fee" scale for individuals and families between 100% and 200% of the poverty level. The Department of Health and Human Services current official Poverty Income Guidelines shall be used for this purpose.

Environmental Health Services:

The following fees shall be charged for environmental health services and shall be in effect until such time as a state fee is established and charged for these services:

Group care facilities:

Assisted living facilities:

1-10 beds	\$50.00
Greater than 10 beds	\$100.00

Adult family care home \$50.00

Adult Day Care \$50.00

Crisis Stabilization unit:

1-10 beds	\$50.00
Greater than 10 beds	\$100.00

Hospice \$50.00

Intermediate care facility for the Developmentally Disabled: \$70.00

Prescribed pediatric extended care center:

1-10 beds	\$50.00
Greater than 10 beds	\$100.00

Residential treatment facility:

1-10 beds	\$50.00
Greater than 10 beds	\$100.00

Short term residential
center:

1-10 beds	\$50.00
Greater than 10 beds	\$100.00

School facilities:

1-100 students	\$70.00
Greater than 100 students	\$100.00

Late fees:

A \$25.00 late fee shall be assessed to all applications for renewal of the annual operating permit received after the expiration date. Where a state fee has been established by rule or statute for this purpose, the state fee shall be assessed.

Onsite Sewage Treatment and Disposal Systems:

A local application fee of \$75 shall be assessed to all onsite sewage treatment and disposal system construction applications to include; new, repair, existing system approval, modification, abandonment and holding tank.

Leon County Integrated Sustainability Action Plan | Base Year to 2030

Energy and Green Buildings	#	Goals	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source <small>(abbreviation key below chart)</small>	Primary Work Area	Secondary Work Area
	G1	Reduce overall annual kWh by 2% a year (30% reduction by 2030)	x			●●●●●		Sustainability	Facilities
	G2	Increase renewable energy capacity on County facilities by 30% by 2030	x			●●●		Sustainability	Facilities
	G3	Convert 75% of all lights at County facilities to LED	x			●●●		Facilities	Sustainability
	G4	Ensure sustainable design in 100% of repairs, renovations, and new construction of County buildings (by 2021)	x	x	x	●●●		Sustainability	Facilities
	#	Action Item	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	1A	New Energy Savings Contract	x			●●●●●	1	Facilities	Sustainability
1B	Expand solar PV on County buildings	x	x		●●●●	1, 2, 3	Sustainability	Facilities	

Energy and Green Buildings	1C	Replace old HVAC systems in County facilities with energy efficient ones				X				1	Facilities	Sustainability
	1D	Transition County buildings to LED, install motion-sensored lights at wall and desk				X				1	Sustainability	Facilities
	1E	Install energy efficient lighting and controls for Parks					X			1	Parks	Sustainability
	1F	Maintain a net-Zero building (since 2012)				X	X	X		3	Facilities	Sustainability
	1G	Incorporate sustainability and resiliency principles into Capital Improvement Projects				X	X	X		2	Sustainability	Facilities / Public Works / Blueprint
	1H	Promote residential and commercial PACE					X	X		3	Sustainability	CMR
	1I	Pre-program and limit thermostats and water heaters at County facilities				X				3	Facilities	Sustainability
	1J	Explore ways to incentivize green building practices in the community					X			2	DSEM / Planning	Sustainability
	1K	Require home energy audits for funding recipients through HSCP; incorporate energy efficiency into home upgrades					X			3	HSCP	Sustainability

Energy and Green Buildings	1L	Contribute to shaping future energy codes through the International Code Council		x		••	3	DSEM	Sustainability
	1M	Explore opportunities to reduce heat island effects, including cool roofs or pavement	x	x		•	2	Sustainability	Facilities / Public Works
	1N	Explore opportunities to pilot green walls or roofs	x	x		•	2	Sustainability	Facilities
	1O	Explore opportunities to install solar PV benches in County parks		x		•	2, 3	Parks and Rec	Sustainability
	1P	Increase outreach and education efforts with local energy efficiency contractors, designers, home and business owners		x		•	3	Sustainability	DSEM / OEV
	1Q	Adopt Sustainabase utility management platform	x		x	•	3	Sustainability	OMB
	1R	Consolidate utility accounts	x		x	•	3	Sustainability	OMB
	1S	Conduct energy audits on lowest-performing County buildings, evaluate possibility of instituting sub-metering	x			•	1	Facilities	Sustainability

	1T	Conduct a solar PV survey for major County buildings	x		x	•	1, 3	Sustainability	Facilities
	1U	Evaluate a platform to publicly disclose energy consumption associated with County operations		x		•	3	Sustainability	OMB
Water	#	Goals	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	G5	All County facilities integrate Florida Friendly Landscaping practices	x	x		•		Facilities	Sustainability
	G6	Reduce number of gallons consumed in County facilities by 2% each year	x			•		Facilities	Sustainability
	#	Action Item	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	2A	Install efficient watering systems at parks, low flow fixtures at County facilities	x			•••	1, 2, 3	Parks	Sustainability
	2B	Incorporate low impact development at more County facilities and right-of-ways	x		x	••	2, 3	Public Works	Sustainability / Cooperative Ext.
	2C	Identify opportunities to pilot permeable pavement	x	x		••	2, 3	Sustainability	Public Works / Parks

Water	2D	Explore opportunities to pursue SITE Certification	x			••	2	Sustainability	
	2E	Explore use of rainwater, greywater, A/C condensate for irrigation	x			••	2	Facilities	Sustainability
	2F	Limit use of herbicides and pesticides in landscape management for County facilities and parks	x		x	•	3	Facilities / Public Works	Sustainability / Cooperative Ext.
	2G	Transition departments off 5-gallon water coolers, old water fountains to water bottle filling stations	x		x	•	3	Facilities	Sustainability
	2H	Identify any unused irrigation meters to turn off	x			•	3	Sustainability	Facilities
	2I	Expand Florida Friendly landscaping at parks, County facilities	x	x	x	•	3	Facilities / Parks	Sustainability
	2J	Identify opportunities to pilot stormwater demonstration projects	x	x		•	2, 3	Sustainability / Facilities	Public Works

Water	2K	Continue water quality testing	x		x	•	3	Public Works	
	2L	Explore opportunities to improve water efficient of washing employee uniforms in partnership with contractor	x			•	3	Purchasing	Sustainability
Waste Reduction	#	Goals	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	G7	75% recycling goal by 2020	x	x		••		Sustainability	
	G8	Increase number of commercial recycling accounts in unincorporated Leon County by 30% by 2030		x		•		Sustainability	Solid Waste
	G9	Reduce paper consumption in County operations by 30% by 2030	x			•		Sustainability	MIS
	G10	Ensure all County employees have access to recycling in their work area	x			•		Sustainability	Facilities

Waste Reduction	#	Action Item	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	3A	Ensure recycling is available in all County facilities	x	x	x	••	3	Sustainability	Facilities
	3B	Require recycling at events hosted at Leon County facilities	x	x		••	3	Sustainability	Parks / CMR
	3C	Analyze a ban on polystyrene at County parks and property	x	x		••	3	Sustainability	Parks
	3D	Explore incentives for commercial recycling in 2020 waste collection bid	x	x		••	2	Solid Waste	Sustainability
	3E	Explore use of recycled asphalt and concrete in paving and road construction	x			••	2	Public Works	Sustainability
	3F	Require adequate space for recycling dumpsters for new commercial and multi-family construction	x	x		••	3	MIS	Sustainability
	3G	Require automatic double-sided printing setting where possible on printers at County facilities	x		x	••	3	DSEM	Sustainability
	3H	Implement Xerox PrintAwareness tool in all County computers	x			••	3	MIS	Sustainability

Waste Reduction	3I	Explore development of a user-friendly online portal to promote use of County surplus items	x			••	3	MIS	Facilities / Purchasing
	3J	Develop a "Master Recyclers" class or "Recycling 201" seminar for the public to access current, correct information on recycling in Leon County		x		••	2, 3	Sustainability	CMR
	3K	Ensure custodial managers are educated on proper recycling procedure and best practices	x		x	•	3	Sustainability	Facilities / Parks
	3L	Provide reusable water bottles and coffee tumblers for Leon County employees, order reusable water bottles for County events	x		x	•	3	Sustainability	
	3M	Expand cigarette-butt collection box provision at County boat landings and parks		x	x	•	3	Sustainability	Facilities
	3N	Help coordinate tours of Marpan, Transfer Station for building operators of large organizations	x	x		•	3	Sustainability	Solid Waste

Waste Reduction	3O	Install hand dryers where beneficial in bathrooms at County facilities in lieu of paper towels	x	x		•	2, 3	Facilities	Sustainability
	3P	Evaluate opportunities to audit citizen recycling: tag high-contaminant bins, acknowledge knowledgeable recyclers		x		•	2, 3	Sustainability	CMR
	3Q	Explore opportunities to expand composting practice in the community		x		•	2, 3	Sustainability	Cooperative Ext.
Transportation	#	Goals	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	G11	Reduce total fuel consumption by County fleet by 30% by 2030	x			•••••		Fleet	Sustainability
	G12	Convert 30% of light-duty vehicles in County fleet to fully electric by 2030	x			•••••		Fleet	Sustainability

Transportation	G13	Ensure that all employees driving County vehicles receive "Green Driving Training"	x		x	••		Fleet	Sustainability
	#	Action Item	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	4A	Pilot fuel saving technologies, including monitoring idle time	x			•••••	2	Fleet	Sustainability
	4B	Continue to follow the Leon County Green Fleet Policy, and consider future modifications to policy as appropriate	x		x	••••	3	Fleet	Sustainability
	4C	Expand procurement of electric vehicles and alternative or dual fuel vehicles	x		x	••••	2, 3	Fleet	Sustainability
	4D	Consider the adoption of a no-idling policy for County vehicles	x			••••	3	All Depts	Fleet
	4E	Install FuelMaster 2.0 in all County vehicles for more accurate monitoring	x			•••	3	Fleet	Sustainability
	4F	Offer County employees free bus passes				••	2	Sustainability	

Transportation	4G	Use "green chemicals" in County Fleet shop	x		x	••	3	Fleet	Sustainability
	4H	Analyze the potential for an "EV Ready Ordinance" for community development		x		••	3	Sustainability / DSEM	Admin
	4I	Expand the installation of EV charging stations at County facilities for use by employees and the public	x	x		•	2, 3	Sustainability	Facilities
	4J	Conduct an analysis of carpooling opportunities among employees who live near one another	x			•	3	Sustainability	HR
	4K	Educate the community on alternative transportation options and technology				•	3	Sustainability	
	4L	Ensure County facilities have a bike rack outside of the facility		x		•	2, 3	Sustainability	Facilities

Internal Protocol and Employee Engagement	#	Goals	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	G14	50% of purchased items meet environmentally preferential purchasing (EPP) and disposal standards by 2030	x			●●●		CMR / Purchasing	Sustainability
	G15	Ensure that all Leon County employees are educated on County sustainability initiatives and best practices in the workplace	x		x	●●		Sustainability	
	#	Action Item	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
5A	Explore adopting a Sustainable Purchasing Policy for County purchases	x			●●●	2, 3	Purchasing	Sustainability	

Internal Protocol and Employee Engagement	5B	Educate major office purchasers on Green Purchasing guidelines	x			●●●	3	Sustainability	Purchasing
	5C	Provide Workplace Sustainability Workshops to all departments and sustainability presentations at all New Employee Orientations	x		x	●●	3	Sustainability	HR
	5D	In RFPs, request minimum packaging and printing materials	x		x	●●	3	Purchasing	Sustainability
	5E	Establish a minimum recycled content standard for paper in offices and County collateral (for business cards, events, etc)	x			●●	2, 3	Sustainability	Purchasing / CMR
	5F	Work with MIS to identify opportunities to install meeting platform software, webcams and microphone software to enable virtual meetings in lieu of driving	x			●●	2, 3	MIS	Sustainability

Internal Protocol and Employee Engagement	5G	Explore opportunities and incentives to encourage County employees to utilize alternative transportation for their commute to and from work				••	2, 3	Sustainability	
	5H	Explore carbon offsetting for county employee travel	x		x	•	2	Sustainability	
	5I	Ensure that County custodial contractors comply with sustainability protocol in contracts	x		x	•	3	Facilities	Sustainability
	5J	Use low VOC paints in County buildings	x		x	•	3	Facilities	
	5K	Support and promote the Leon County Green Team	x		x	•	3	Sustainability	
	5L	Support and promote the Live Well Leon Program	x		x	•	3	HR	
	5M	Consider creating a "Green employee of the year" recognition for annual employee breakfast	x			•	2, 3	Sustainability	CMR
	5O	Host a Bike to Work event	x			•	3	Sustainability	HR

Sustainable Food Systems	#	Goals	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	G16	Source 80% of food for County events and meetings from local vendors and restaurants	x			•		Sustainability	Admin.
	#	Action Item	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	6A	Support and promote opportunities to expand food donations at County events and in the community		x		••	3	Sustainability	
	6B	Adopt an urban agriculture ordinance		x	x	•	3	DSEM / Planning	Sustainability
	6C	Explore opportunities to expand the County's Community Garden Program		x	x	•	2, 3	Sustainability	DSEM / County Attorney
	6D	Support and promote the Seed Library Program		x	x	•	3	Library	Sustainability / Cooperative Ext.
	6E	Explore opportunities to support composting and edible landscaping at County facilities	x		x	•	2, 3	Sustainability	
	6F	Prioritize purchasing food from local vendors for County meetings and events	x			•	2, 3	Sustainability	Admin. / CMR
	6G	Promote community-supported agriculture to County employees through Live Well	x			•	3	Sustainability	HR

Community / Other	#	Goals	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	G17	Train 150 citizens through a Sustainability Ambassadors program		x		•		Sustainability	
	G18	Support 20 community-led sustainability projects		x		•		Sustainability	
	#	Action Item	County Operations	Community-facing	Currently Underway	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	7A	Continue actively participating in the Capital Area Sustainability Compact	x	x	x	••	3	Sustainability	Facilities / Fleet
	7B	Pursue the SolSmart designation		x	x		3	DSEM	Sustainability
	7C	Promote and expand the Annual Lake Clean-up event		x	x	•	3	Sustainability	Facilities / Parks
	7D	Promote and expand the Annual Buy-one-get-one free event Native Plant Sale event		x	x	•	3	Sustainability	

Community / Other	7E	Promote and expand the Leon County Greenmap		x	x	•	3	Sustainability	GIS
	7F	Engage the community in County sustainability initiatives through biannual Sustainability Summit, social media, website revamp, etc.		x	x	•	2, 3	Sustainability	
	7G	Develop a Sustainability Ambassadors program		x		•	2, 3	Sustainability	
	7H	Create an Energy Star Recognition Program for community organizations that achieve the certification		x		•	2, 3	Sustainability	
Abbreviation Key		In budget source column:							
		• 1 = ESCO funds							
		• 2 = Possible new funding							
		• 3 = Existing funds, or reallocation of existing funds							
		ESCO = Energy Services Contract							

RESOLUTION NO. 19-_____

**RESOLUTION ENDORSING THE CITY OF TALLAHASSEE
100% RENEWABLE ENERGY GOAL**

WHEREAS, Leon County Government (“the County”) has been committed to driving sustainability progress in County operations and in the community for more than a decade; and

WHEREAS, the County has made significant strides in reducing greenhouse gas emissions from County operations through energy, fuel, and waste reduction strategies; and

WHEREAS, the County continues to expand its sustainability initiatives, goals, and partnerships every year; and

WHEREAS, Leon County Government joined the Capital Area Sustainability Compact alongside the largest local organizations in the community, thus committing to collaborative climate action; and

WHEREAS, the County became the first county in the nation to sign the Sierra Club’s “Mayors for 100% Clean Energy Endorsement,” which pledges the County to “work with our community to realize a vision of 100 percent renewable energy in Leon County, Florida”; and

WHEREAS, the City of Tallahassee adopted a Resolution Supporting 100% Clean Renewable Energy for the Community, which sets a community-wide renewable energy goal of 100% by 2050, a City facilities renewable energy goal of 100% by 2035, a City light duty vehicle goal of 100% electric vehicles by 2035, and a StarMetro goal of 100% electric fixed route buses by 2035.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The County fully endorses the City of Tallahassee’s 100% renewable energy goal and will continue to work alongside and support the City in the pursuit of this goal.

2. The County will continue to pursue greater energy efficiency in County facilities and identify opportunities for renewable energy expansion, thus reducing the energy demand on City Utilities.

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

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTEST:

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

By: _____

APPROVED AS TO FORM:

Office of the County Attorney
Leon County, Florida

By: _____
Herbert W. A. Thiele
County Attorney

SECOND AMENDMENT TO CONTRACT BETWEEN LEON COUNTY AND MARPAN RECYCLING, LLC FOR RECYCLABLE MATERIALS PROCESSING SERVICES

THIS SECOND AMENDMENT TO THE CONTRACT BETWEEN LEON COUNTY AND MARPAN RECYCLING, LLC FOR RECYCLABLE MATERIALS PROCESSING SERVICES is dated this _____ day of _____, 2019 (“Second Amendment”) and is made by and between Leon County, a charter county and political subdivision of the State of Florida (“County”), and Marpan Recycling, LLC, a Florida limited liability company (“Contractor”).

RECITALS

WHEREAS, the County and the contractor entered into a contract for recyclable materials processing services dated March 12, 2014 (“Contract”); and

WHEREAS, the County and the contractor entered into a First Amendment to the Contract (“First Amendment”) on dated April 12, 2016 (“Contract”); and

WHEREAS, the Parties have determined it to be in the best interest of both the County and Contractor to amend the First Amendment and Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual covenants and promises, the sufficiency of same being acknowledged, the Parties hereto agree as follows:

I. Section 11.1 e. is hereby amended in its entirety to read:

If the AMV is less than the Contractor’s Fee, the Contractor shall make no payment to the County and the County shall pay the contractor the sum amount of the Contractor’s Fee less the AMV, for each ton of inbound Program Recyclables delivered during the month, but in no event to exceed \$28 per ton.

For the months of October 2018 through January 2019, the inbound Recyclables for each month will be set at 560.87 tons.

If monthly in-bound tonnage increases more than 15% over the previous month, the County and Contractor agree to cap the increase at 15% until a review can be conducted to ensure the accuracy of the in-bound tonnage.

II. Exhibit A, 1. B., 80% is replaced with 60%.

III. Exhibit A, 1. C. is hereby amended in its entirety to read:

If the AMV is less than the Contractor’s Fee, the Contractor shall make no payment to the County and the County shall pay the contractor the sum amount of the

Contractor's Fee less the AMV, for each ton of inbound Program Recyclables delivered during the month, but in no event to exceed \$28 per ton.

AMV is less than Contractor's Fees

(\$80.25 - AMV) = Sum Amount (not to exceed \$28 per ton)

Example Calculation

(\$80.25 - \$60 = \$20.25 per ton)

IV. All other provisions, sections and requirements contained in the Contract dated March 12, 2014 and the First Amendment dated April 12, 2016, not otherwise in conflict with the provisions herein, shall remain in full force and effect.

V. Effective Date. This Second Amendment shall be effective commencing October 1, 2018.

LEON COUNTY, FLORIDA

MARPAN RECYCLING, LLC

BY: _____
Vincent S. Long
County Administrator

BY: _____
Kim B. Williams
CEO and Managing Member

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, Esq.
County Attorney

FISCAL YEAR 2018/2019 BUDGET AMENDMENT REQUEST

No: BAB19019
Date: 4/23/2019

Agenda Item No: _____
Agenda Item Date: 5/14/2019

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
001	990	59900	599	General Fund Contingency	193,000	(\$40,244)	152,756
401	950	591401	000	Transfer to Fund 401	-	\$40,244	40,244

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
401	950	381001	000	Transfer from Fund 001	-	40,244	40,244

Subtotal: 40,244

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
401	441	53400	519	Other Contractual Services	6,136,007	40,244	6,176,251

Subtotal: 40,244

Purpose of Request:

This budget amendment appropriates \$40,244 from the General Fund Contingency to cover a portion of the \$91,200 contract amendment costs with Marpan Recycling for FY 2019. Due to declining recycling revenue, approximately \$7,600 monthly will be paid to Marpan to cover cost increases. The balance of the amendment costs (\$50,595) is currently available in the Transfer Station operating account due to the lower than anticipated fuel surcharge associated with the hauling contract. The amended contract is effective from the beginning of the current fiscal year, October 1, 2018.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

BUDGET "OPERATING" CONTINGENCY RESERVES				
CONTINGENCY FUND UPDATE (FY 2018/19)				
			GENERAL FUND 001-990-59900-599	Beginning Balance: \$200,000.00
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1	Not Approved	11-Dec-18	Funding for the Apalachee Regional Planning Council for the management of a Solar Energy Improvement Fund \$85k	\$0
2	Not Approved	12-Mar-19	To provide startup funding for the Community Quarterback Organization in support of the Purpose Built housing model	\$0
3	12-Mar-19	12-Mar-19	To CMR to expand video programming on streaming devices	\$7,000
4		<i>14-May-19</i>	<i>Marpan Recycling Cost Increase for FY19</i>	<i>\$40,244</i>
 <i>Bold, Italic items are pending Board Approval</i>				
USAGE TO DATE (TOTAL AMENDMENTS)				<u><u>\$47,244.00</u></u>
ENDING BALANCE				152,756.00
END BALANCE AS % OF BEGIN BALANCE				76%
USAGE BALANCE AS % OF BEGIN BALANCE				24%

RESOLUTION NO. 19-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO AUTHORIZE THE ADDITION OF A SIXTEENTH MEMBER TO THE MEMBERSHIP OF THE ADVISORY COMMITTEE FOR QUALITY GROWTH, AND TO PROVIDE GUIDELINES FOR ITS OPERATION AND FUNCTION AS A FOCUS GROUP OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY ESTABLISHED PURSUANT TO POLICY No. 03-15, BOARD-APPOINTED CITIZEN COMMITTEES.

WHEREAS, the Board of County Commissioners of Leon County, Florida (the Board), values and acknowledges the importance of public involvement and input in County government; and

WHEREAS, on April 4, 2017, Leon County Board of County Commissioners approved the Department of Development Support and Environmental Management (DSEM) Upgrade, including the creation of a new advisory committee to replace the DSEM Citizens User Group; and

WHEREAS, on May 9, 2017, the DSEM Citizens User Group, created by Resolution No. 14-27, was dissolved; and

WHEREAS, on May 9, 2017, the Board approved Resolution No. 17-05, authorizing an advisory committee, the Advisory Committee on Quality Growth, to function and operate in accordance with Board Policy No. 03-15, Board-Appointed Citizen Committees, in order for the Board to consider the input of the public to provide to the Board recommendations regarding service enhancement relating to the development review and approval process;

WHEREAS, at the April 23, 2019 Budget Workshop and ratified at the May 14, 2019 Board of County Commissioners' meeting, the Board authorized the addition of an archeologist as the sixteenth member on the Advisory Committee for Quality Growth; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, that:

1. The Board hereby authorizes the advisory committee named the Advisory Committee for Quality Growth for the purpose of providing continuous feedback for all development review and approval process improvements and service enhancements.

2. The Advisory Committee for Quality Growth shall function and operate as a focus group in accordance with Board Policy No. 03-15, Board Appointed Committees.

3. The Advisory Committee for Quality Growth shall have as its goal to serve as a fact-finding source of community input and technical resources from development industry professionals and community stakeholders regarding issues relating to the development review and approval service processes.

4. The Advisory Committee for Quality Growth shall offer, through the Leon County Development Support and Environmental Management Department staff, proactive input and real-time feedback for all development review and approval process service enhancements considered to be of priority interest.

5. The Advisory Committee for Quality Growth shall have ~~fifteen (15)~~ sixteen (16) members, specifically to represent a balance of community interests. The members shall be residents of Leon County and shall have demonstrated experience and interest in community development, and environmental management-related issues within Leon County. The following members, appointed by the full Board, are to be appointed based on the following criteria:

- a) Seat 1: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Tallahassee Builders Association;

- b) Seat 2: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Big Bend Contractors Association;
- c) Seat 3: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the National Association of Women in Construction;
- d) Seat 4: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Associated Builders and Contractors of North Florida;
- e) Seat 5: a person who is employed by the university or local school system;
- f) Seat 6: a person who serves on a neighborhood association board or represents a neighborhood-based organization, nominated by the Council of Neighborhood Associations;
- g) Seat 7: a person employed by or represents, a community-based, environment-related organization;
- h) Seat 8: a person employed by or represents, a community-based, environment-related organization;
- i) Seat 9: a resident of Leon County;
- j) Seat 10: a resident of Leon County;
- k) Seat 11: a resident of Leon County;
- l) Seat 12: a person who represent a business association or organization, nominated by the Greater Tallahassee Chamber of Commerce;
- m) Seat 13: a person who represent a business association or organization,

nominated by the Big Bend Minority Chamber of Commerce;

n) Seat 14: a person who represent a business association or organization, nominated by the Network of Entrepreneurs & Business Advocates;

o) Seat 15: a person who represent a business association or organization, nominated by the Capital City Chamber of Commerce; and

p) Seat 16: a person who is an archeologist.

6. The terms of the members of the Advisory Committee for Quality Growth shall be for three years. Committee appointments will be made initially for staggered two-year, and three-year terms, with even numbered seats serving two-year terms and odd numbered seats serving three-year terms. After the initial appointments, all terms will be for three years, with no member serving more than three consecutive three-year terms. Vacancies are filled for the remainder of the unexpired term.

7. The members of the Advisory Committee for Quality Growth shall not be subject to full and public disclosure of financial interests.

8. The Advisory Committee for Quality Growth shall be staffed by the Chief Development Resources Officer and assisted by staff from the Department of Development Support and Environmental Management.

9. The Advisory Committee for Quality Growth shall be dissolved only as directed by the Board.

10. The Advisory Committee on Quality Growth Enabling Resolution No. 17-05 is hereby superseded by this resolution.

11. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County,
Florida, this 14th day of May 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

SECTION VI BENEFITS

6.00 Flexible Benefits Plan

Leon County provides a Cafeteria Plan (Section 125 of the IRC) which includes Health, Dental and Vision insurance offerings plus Flexible Spending Accounts (FSA) consisting of a Medical Expense and a Dependent Care account. Health, Dental and Vision insurance premiums and FSA contributions are paid for with pre-tax dollars by payroll deduction.

Booklets and certificates of coverage are available explaining the benefits of the plans.

All regular full-time employees are eligible to participate. Part time employees (working at least 20 hours per week) who have been employed for two years are eligible only for health insurance and participation in the Colonial Insurance programs. New hires must enroll within the first 30 days of hire or wait until the Annual Open Enrollment period.

6.01 Group Insurance

Group insurance is available to all regular full time employees and their eligible family members. The County contributes to the cost of medical and group term life insurance coverage.

Leon County will pay for the total medical insurance premium for married couples, Same-Sex Spouses, and Registered Domestic Partners when both spouses/Registered Domestic Partners/Same-Sex Spouses work for any separate Leon County Board or Constitutional Office: Clerk of Courts, Supervisor of Elections, Property Appraiser, Tax Collector, and Sheriff.

It is the employee's responsibility to provide Human Resources written notification within thirty (30) days of the occurrence of any event which renders an employee's family member ineligible for participation in group insurance coverage, including a divorce, death of their spouse or Same-Sex Spouse, or termination of their Registered Domestic Partnership.

Employees may chose to participate in medical, dental, vision, additional/supplemental or dependent life insurance, and long-term disability insurance.

Additional voluntary programs are available for purchase such as the Legal Plan and the Voluntary Supplemental Insurance Products.

Booklets explaining the insurance programs in detail are available in Human Resources.

SECTION VI BENEFITS

6.01.1 Medical Insurance Opt-Out Program

Regular full time and eligible part time employees can choose to opt out of medical insurance coverage by providing proof of other coverage. This also includes employees who opt out of the Leon County plan due to eligibility on their Registered Domestic Partner's plan, or on their Same-Sex Spouse's plan. The employee will receive a bi-weekly dollar amount added to their paycheck for opting out of medical insurance. The opt-out amount will be determined annually.

6.01.2 Eligibility for Coverage for Registered Domestic Partners and Same-Sex Spouses

To the extent allowed under the contract with our insurance carriers, benefits eligible employees may include their eligible Registered Domestic Partner or eligible Same-Sex Spouse as dependents under the eligible insurance plans. Children of Registered Domestic Partners and children of Same-Sex Spouses may also be covered as long as the child meets the definition of dependent under the insurance plan and the Registered Domestic Partner or Same-Sex Spouse is covered under the plan.

Employees interested in applying for the coverage for their Registered Domestic Partner or Same-Sex Spouse must contact Human Resources during their initial enrollment period for their employment or when the requirements of such coverage are met. To the extent allowed under the contract with our insurance carriers, benefits-eligible employees may add their eligible Registered Domestic Partner during their initial enrollment period for their employment and during the annual open enrollment period. To the extent allowed under contract with our insurance carriers, benefits eligible employees may add their Same-Sex Spouse during their initial enrollment period for employment and outside of the annual open enrollment period if the Same-Sex Spouse has lost his/her coverage. Additionally, to the extent allowed under the contract with our insurance carriers, benefits eligible employees who have become newly married Same-Sex Spouses may add their eligible Same-Sex Spouse outside of the annual open enrollment as a qualifying life event.

The employee must present Human Resources evidence of their Registered Domestic Partnership or of their legal marriage to their Same-Sex Spouse, as applicable, and complete all enrollment application forms for the requested benefits.

Coverage will be effective on the first day of the month following the date of approval by Human Resources.

Under the Internal Revenue Code, unless the Registered Domestic Partner qualifies as the employee's tax dependent, the value of benefits provided by and paid for by Leon County for the Registered Domestic Partner or children of the Registered Domestic Partner is considered taxable income to the employee. The employee is responsible for all tax liability.

SECTION VI BENEFITS

It is the responsibility of the employee to notify their prior Registered Domestic Partner and the dependents of their prior Registered Domestic Partner of the termination of coverage. COBRA rights are not available to their prior Registered Domestic Partner or to the children of their prior Registered Domestic Partner. COBRA rights are available to Same-Sex Spouses and to the children of Same-Sex Spouses.

6.02 Retirement

Leon County participates in the State of Florida Retirement System (FRS). This program covers all regular full-time, regular part-time and temporary full-time employees, if temporary employment is six (6) consecutive months or longer.

The FRS offers two programs from which to choose: the Pension Plan and the Investment Plan.

6.02.1 Retiree Health Insurance Contribution

The Leon County Health Insurance Contribution is available to eligible employees who retire on or after October 1, 2019 to help offset the cost of post-employment health insurance premiums. The contribution is available to the Retiree only. Retired employees will receive \$5 per month for each year of service with Leon County, up to a maximum of 30 years of service at Leon County. The contribution amount will be applied to whatever coverage the employee selects. The ability to offer the contribution will be determined annually based on availability of funds.

The contribution will end when the retiree becomes eligible for Medicare or upon the death of the retiree, whichever occurs first. Dependents will not be eligible for the contribution. If a retiree cancels health insurance coverage, there is no future opportunity to participate in the contribution or health insurance.

In order to be eligible for the contribution, employees who retire must meet the following criteria:

1. Employee must retire with 10 years of service with Leon County, be vested in FRS and have reached your normal retirement date.
2. Employee must have health insurance coverage on the last active date of employment.
3. Employee must be under age 65 and not eligible for Medicare.

6.03 Deferred Compensation

Leon County offers the opportunity to contribute to a Deferred Compensation Plan through payroll deduction. A Deferred Compensation Plan provides the opportunity to participate in a long-range savings program, which is designed to supplement retirement income. Booklets explaining these plans are available in Human Resources.

**SECTION VI
BENEFITS**

6.03.1 Cash Match Retirement Savings Plan

Leon County offers a discretionary cash match to employees who contribute to the Deferred Compensation Plan. Employees must have 6 months of service and meet other eligibility requirements to receive the cash match and will become 100% vested at that time. The ability to offer the match will be determined annually based on availability of funds.

6.04 Disability Salary Continuation

A three-month disability salary continuation is provided to Senior Management Service employees and a six-month disability salary continuation is provided to Executive Service employees.

6.05 Credit Union

Any Leon County employee is eligible to join the Tallahassee Leon Federal Credit Union. Deposits and loan payments may be direct deposited.

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6.06 Tuition Assistance and Staff Training and Development

Full-time employees may participate in the tuition assistance program if they have been employed for at least six months, consecutively; successfully completed six months of the probationary period; met performance standards for the past six months; and have not had any disciplinary procedures in the past six months. Employees may be reimbursed for up to six (6) semester credit hours per semester, (per participating employee) with a maximum of 18 semester credit hours per fiscal year.

Approval for tuition reimbursement will be based upon the following criteria:

- A. Coursework will improve the employee's capability to perform the duties and responsibilities officially assigned to the position currently occupied by the employee.
- B. Coursework will develop or improve the employee's skill, ability, and knowledge within the employee's occupational field, or will provide cross-training deemed beneficial to meeting the needs of the County.
- C. Undergraduate or graduate level college programs, vocational training courses, and correspondence courses meeting the above criteria may be eligible for reimbursement.
- D. Coursework must be from an educational institution accredited by an accrediting body approved by the U.S. Department of Education.
- E. Grants and scholarships that cover full tuition costs will not be eligible for tuition reimbursement.
- F. Employees who participate in the Tuition Assistance Program will not be eligible to participate in the Educational Attainment Compensation Program.

To be eligible for reimbursement, the tuition must be approved prior to the start of classes and will be assigned on a first come-first serve basis, with approval based on the availability of funds. All reimbursements shall be based on local market public institution rates, with the exception of Emergency Medical Services.

Emergency Medical Services employees may be approved by Human Resources to enter into an accelerated program, take additional courses, and be approved to receive full reimbursement for Emergency Medical Services-related coursework taken at any accredited institution.

Subject to the availability of funds at time of pre-approval, Human Resources will recommend payment of tuition reimbursement after successful completion of the course(s) based on the following scale:

Grades A and B, undergraduate and graduate enrollment and Pass for undergraduate internships and graduate enrollments are reimbursed at the 100% level.

Grade C is reimbursed at the 50% level.

SECTION VI BENEFITS

Course-connected laboratory fees are considered part of tuition. Books and other expenses; i.e. late registration, transportation fees, health fees, and certification or examination fees are not eligible expenses for tuition reimbursement.

Leon County shall not provide tuition reimbursement to any employee who separates from employment with the County, voluntarily or involuntarily, prior to successful completion of approved course(s). Employees who voluntarily resign or terminate employment for whatever reason are required to reimburse the County as specified in Section 6.06.

Employees, who participate in the Tuition Assistance Program will be obligated to remain with Leon County for a minimum of two (2) years after the completion of the last class attended for which they were reimbursed. Those employees who voluntarily resign or terminate employment for whatever reason, prior to the expiration of the two (2) year period, shall repay the County 100% of the monies received by the employee from the Tuition Assistance Program. This payback does not include travel, board, or other related expenses. Training and staff development activities that are provided through the County's internal training programs or processes are not included in the repayment requirement. Reimbursement to the County will not be required for conference registration and employment-related or required training.

6.06.1 Procedure: Tuition Reimbursement and Staff Training and Development

All external employee training must be approved by the employee's department and Human Resources prior to the start date of the training. The employee should notify the supervisor of the intent to pursue education or training. The employee then completes a Tuition Approval and Training Request Form, which must be signed by designated administrators and submitted to Human Resources for approval prior to enrollment.

Tuition reimbursement will be provided for pre-approved credit-earning courses only. Departments may be responsible for payment of registration for department-approved staff training that does not qualify for tuition assistance. A copy of the Tuition Approval & Training Request Form will be sent back to the employee after it has been approved by Human Resources.

After completion of approved credit-earning courses, the employee may request tuition reimbursement by submitting the following documents to Human Resources:

- A. Grade report (computer printout is acceptable)
- B. Itemized payment receipt (computer printout is acceptable)
- C. Completed and signed (by requestor and designated administrators) Tuition Reimbursement Form

Reimbursement for tuition must be requested within sixty (60) working days following the completion of the approved courses.

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This policy shall become effective for new classes starting after January 1, 2014. Current employees who have taken classes prior to January 1, 2014 will have those classes “grandfathered” in under the prior Tuition Assistance Policy.

6.07 Parking

Parking space within the Courthouse is available to those employed at the Courthouse on a lease basis according to nature of the job and longevity.

6.08 Executive\Senior Management Service Severance Package

If the employee has not entered into an employment contract/agreement with Leon County, the severance pay may not exceed an amount greater than six (6) weeks of compensation, provided such severance pay represents the settlement of an employment dispute. This payment is contingent upon the approval of the County Administrator and the execution and submission of a General Release approved by the County Attorney.

Severance pay may not be given if the employee has been fired for misconduct as defined in s. 443.036(29) Florida Statutes.

6.09 Executive\Senior Management Service Relocation

Moving expenses in an amount not to exceed \$1,000 is allowed.

6.10 Executive\Senior Management Service Memberships and Professional Development

Financing of professional organization memberships and job related professional developmental activities is provided.

6.11 Employee Assistance Program

A referral program for all employees in need of personal help is available.

6.12 Employee Awards Program (Cross-reference County Policy No. 14-4)

The Board of County Commissioners encourages employees individually, and in groups, to continuously review and improve Leon County services. The I² (Innovator/Inspirator) Award Program, administered by the County Administrator, supports this philosophy by recognizing employee-led improvements, and awarding employees whose work has been determined to meet the criteria established by the County Administrator, which may include but need not be limited to the following: measurably increased efficiencies or cost savings, enhanced service delivery, reinforcement of Leon County’s relevance in the community or of its Core Practices in the workplace, or delivery of Leon County services in a manner reflective of those Core Practices.

Additionally, the County Administrator may develop less formal opportunities to recognize employees, as part of a broader employee awards program, as the County Administrator deems appropriate and in the best interest of the employees of Leon County.

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INTRODUCTION**

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1.01 Intent

The Human Resources objectives of Leon County are:

- A. To recruit, select, and advance employees on the basis of their ability, knowledge, skill and demonstrated performance.
- B. To provide a pay plan and employee benefits which are fair and competitive.
- C. To train and develop employees to assure successful performance and to provide for personal growth.
- D. To retain and advance employees on the basis of their ability to successfully perform their jobs.
- E. To assure fair treatment of applicants and employees in all aspects of Human Resources administration without regard to race, color, national origin, sex, age, disability, religion, political affiliation, ancestry, marital status, familial status, gender, gender identity or expression, or sexual orientation; and with regard for their privacy and constitutional rights.
- F. To promote a grievance procedure, which will provide prompt and appropriate settlement of employee grievances.

1.02 Scope

THESE POLICIES ARE NOT INTENDED TO CREATE AN EMPLOYMENT CONTRACT WITH THE PERSONS TO WHOM THEY MAY BE APPLICABLE.

These policies shall apply to employees under the jurisdiction of the Board of County Commissioners except for the following categories:

- A. Members of the Board.
- B. Board appointees.
- C. Persons employed on a contractual basis.

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1.03 Definitions

For purposes of administering these policies, the following definitions shall apply:

The Board

The Leon County Board of County Commissioners.

Affirmative Action

Any activity initiated by the County which contributes toward the greater utilization of minorities, females, the elderly, and the disabled.

Career Service Position

A position in which the employee has the right of grievance and appeal. The employee must have completed the probationary period. The position may be full-time or part-time. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

Classification Plan

A systematic arrangement and inventory of positions. The plan shall group similar positions into classes which shall be ordered, according to their degree of difficulty and responsibility, into different skill levels for purposes of establishing pay relationships. The Classification Plan shall be based on a thorough job analysis and shall be maintained on a current basis by Human Resources.

Demotion

An action which occurs when the employee has violated policy or performance standards. An employee is moved from a position in one classification to a position in a lower classification assigned to a lower pay grade.

E-Mail

Electronic Mail; i.e. electronic messages or computer files that are transmitted between two or more telecommunications devices, computers, computer networks, or electronic devices capable of receiving electronic messages, regardless of whether the message is concerted to hard copy format after receipt, viewed upon transmission, or stored for later retrieval.

Emergency Medical Services (EMS) Position

Those employees who work in the division of the Leon County Board of County Commissioners that provide and/or support first response, basic and advanced life support medical services, support and transport. Employees in these positions have the right of grievance and appeal. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

Employee

Any person occupying a position with Leon County Board of County Commissioners.

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Equal Employment Opportunity

The provision of an environment which manifests the right of all persons to work and to advance on the basis of merit, ability and potential.

Executive Service Position

Members of management team whose primary duty is to manage the County or to manage a County Department. This is not a designation of FLSA status. Employees who do not meet this definition of Executive Service, for example, may be considered exempt executives for FLSA purposes. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

Executive Support Service Position

Employees who serve "at will" in functions supporting the offices of the County Administrator or the County Attorney. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

Exempt Employees

Those employees in administrative, executive, ~~and~~ professional ~~and~~ computer positions as defined under the Fair Labor Standards Act, who are not subject to the overtime compensation provisions of the Act.

FLSA

The Fair Labor Standards Act. Federal legislation which sets minimum wage, overtime pay, equal pay, record keeping, and child labor standards for covered employment.

Gender

An individual's actual or perceived sex.

Gender Identity or Expression

Gender-related identity, appearance, expression, or behavior of an individual, regardless of an individual's assigned sex at birth.

Grant Appointment

Positions created and funded by a grant. These positions may be either O.P.S. or regular status, depending upon the nature of the work, the duration of the grant, the likelihood for continuation, recruitment consideration, and budget provisions in the grant. The classification, rate of pay, and type of appointment of grant positions shall be approved by the Human Resources Director.

Hiring Authority

County Administrator or designee, department director, division director, or supervisory employees (designated by department division) with authority to appoint or remove an employee from the County.

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Immediate Family

Shall mean spouse, Registered Domestic Partner, Same-Sex Spouse, the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse/Registered Domestic Partner/Same-Sex Spouse. Also includes step and half relationships.

Intern/Work Study Position

Positions provided for students participating in an accredited educational or vocational program to perform services on a temporary basis.

Marital Status

Marital status shall mean an individual's status of being married, separated, or unmarried including being single, divorced, or widowed.

Non-exempt Employees

Those employees in positions subject to the overtime compensation provisions of the FLSA.

Overtime

The hours worked in excess of 40 hours during the established workweek. These hours must be at the direction of the department head or other designated supervisory staff and must not include leave with pay.

Pay Range

The range of permissible pay from the "minimum" rate to the "maximum" rate. Such range is established to administer pay for positions in each skill level.

PRN

A position in EMS, that works on an "as needed" basis, without a set schedule, for an indefinite period of time, and is not benefits eligible.

Position Class

All positions which are sufficiently similar as to kind or subject matter of work, level of difficulty or responsibility, and qualification requirements, to warrant the same treatment as to title, pay range, and other Human Resources transactions.

Promotion

An action which moves an employee from a position in one classification to another position in a different classification and to a higher pay grade.

Protected Status

Leon County Policy No. 18-1, Nondiscrimination Policy prohibits discrimination in employment, including hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, based on an individual's protected status, including race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender

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identity or expression, or genetic information.

Public Area

Those areas to which the general public has unrestricted access.

Reclassification

An action taken to change an established position in one class in a series to a higher or lower class in the same series; or to a class in a different series, which is the result of a natural change in the duties and responsibilities of the person.

Reduction in Force

Termination of employment due to abolishment of positions necessitated by a shortage of funds, or work, or a material change in the duties or organization of the County. A reduction in force shall be effected only upon prior approval of the County Administrator and of the Board. The provisions of this section do not apply to employees serving in positions defined as Executive Service.

Red Circled

Marked to acknowledge that the incumbent's salary has reached the ceiling of a salary range.

Registered Domestic Partner

Shall mean one of two Domestic Partners who are parties to a Registered Domestic Partnership in accordance with the provisions of Chapter 9, Article V of the Code of Laws of Leon County (entitled the "Domestic Partnership Registry.")

Registered Domestic Partnership

Shall mean a Domestic Partnership which, in accordance with the provisions of Chapter 9, Article V of the Code of Laws of Leon County (entitled the "Domestic Partnership Registry"), has been effectively registered with the Clerk of Courts of Leon County and has not been terminated.

Reinstatement

Job changes in which an employee is moved to a position in the same class, or a different class within or below the same skill level, from which he or she was previously demoted, transferred or reclassified.

Same-Sex Spouse

Shall mean individuals of the same sex who are lawfully married to one another. The term "Same-Sex Spouse", however, does not include individuals in a formal relationship recognized by a state that is not denominated a marriage under state law, such as a domestic partnership or a civil union, regardless of whether the individuals who are in these relationships have the same rights and responsibilities as those individuals who are married under state law. For purposes of the definition of Same-Sex Spouse in this policy, the term "state" means any state of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake

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Island, the Northern Mariana Islands, any other territory or possession of the United States, and any foreign jurisdiction having the legal authority to sanction marriages.

Separation

The severing of employment with Leon County.

Separation Pay

Earned leave pay, severance pay and any other pay entitlements due at the time of departure from Leon County.

Sexual Orientation

An individual's actual heterosexuality, homosexuality or bisexuality, or the perception that an individual is heterosexual, bisexual, or homosexual, or an individual's actual or perceived association with individuals who maintain such orientation.

Skill Level

Level of difficulty and responsibility of a position as determined by job analysis and evaluation. Classes of comparable difficulty and responsibility are assigned to the same skill level and have the same pay range.

Senior Management Service Position

Members of management team whose primary duties are to manage a division or planning and administering a County program activity [or working in a professional capacity](#) or major capital improvement project. They have authority to use discretion and judgment in administering program(s). They may act on behalf of the Department or Division Director; may have the responsibility to hire and fire; and/or may execute special assignments of a sensitive nature. Senior Management positions serve "at will". Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site. [These positions are Exempt under the FLSA.](#)

Temporary (O.P.S.) Position

Positions of specific duration not to exceed two years. The positions may be full-time or part-time.

Transfer

The assignment of an employee from one position to another within the same classification or the assignment of an employee to a lower classification when requested by the employee.

Work Area

Areas where work of employees is performed.

Working Hours

An employee's normally scheduled hours of work (excluding lunch breaks and rest breaks).

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5.01 Contents

The procedure for establishment, maintenance, and administration of an equitable pay plan shall be applicable to all positions. The salary schedules shall include the minimum and maximum rates of pay for all skill levels. For EMS, in addition to the salary schedule, the pay plan includes shift differentials and Special Pays. The guidelines for EMS shift differentials and special pays can be found in the Emergency Medical Services Standard Operating Guidelines Manual. When an employee reaches the ceiling of a salary range they are considered “red circled”. Employees who are red circled are eligible for a performance bonus of a one-time lump sum payment equivalent to the average of the employee performance percent increases, not to exceed 3%, as approved by the County Administrator.

5.02 Administration

The Human Resources Division shall maintain the salary schedule, which includes the EMS shift differentials and special pays. This includes conducting a general salary survey periodically from which recommendations may be made to adjust the schedules. The salary survey shall consider prevailing pay rates and fringe benefits within the appropriate market. This also includes an annual adjustment to pay grade minimums and maximums in an amount equal to the percentage change in the Florida Minimum Wage (the “Florida Minimum Wage Adjustment”), which shall take effect on October 1, unless the County Administrator otherwise recommends, and the Board approves, that a Florida Minimum Wage Adjustment will not be made for a particular year. For example, if the Florida Minimum Wage increased 1% in January, the County’s pay grade minimums and maximums would automatically increase by 1% effective October 1 of the same calendar year, unless the County Administrator otherwise recommends, and the Board approves, that the Florida Minimum Wage Adjustment not occur.

When Florida Minimum Wage Adjustments take effect, and when other proposed changes to the Pay Plan are approved by the Board, the Pay Plan shall constitute the County's pay schedule for pay grades of all positions, EMS shift differentials and special pays shall become effective as designated.

Human Resources will periodically review the various indicators such as the federal Consumer Price Index for Urban Wage Earners and Clerical Workers, the Social Security Cost of Living Adjustments, the Florida Minimum Wage Adjustment, the Florida Price Level Index and Living Wage Calculators and make a recommendation to the County Administrator on changing the indicator to be used.

5.03 Changes in Pay

5.03.1 Promotion

Upon a promotion of one grade level, the employee will receive 5% or will be placed at the new grade minimum whichever is greater. Upon a promotion of two grade levels, the employee will receive 10% or will be placed at the new grade minimum whichever is greater.

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In no case will the promotional increase place an employee's salary above the maximum of the assigned pay grade, even if this results in less than a 5% increase.

5.03.2 Demotion

Upon demotion for cause, the employee's salary will be placed on the new pay grade level at a rate determined by the Department Head based upon the recommendation of the Human Resources Director.

If the adjusted salary is above the maximum of the lower grade, the salary will be red circled until changes in the pay grade schedule raise the maximum above the employee's salary.

5.03.3 Transfer to Lower Classification

An employee may be transferred to a position in a lower pay grade, without cause, and without a pay reduction, and the transfer may not be considered a demotion if the transfer is voluntary or if it is the result of the employee's position being terminated. The employee shall not be eligible for a subsequent promotional pay increase if the employee is later transferred to a position in a pay grade equal to the position occupied prior to the initial transfer as a result of a merit promotion for a period of two years. The employee shall be eligible for pay adjustments as they occur annually. Employees placed in a higher pay grade as a result of competitive selection shall have pay established in accordance with Competitive Initial Placement.

5.04 Education Incentive Program

Benefits-eligible full-time employees with six months of service and part-time employees with two years of service earning diplomas (GED) or degrees (associate, bachelor, masters, doctorate), in job-related areas may be eligible to receive educational incentive pay for job-related diploma **or** degree above that required for the position at the time the employee was hired into the position

Certifications are no longer eligible for the Education Incentive Program. However, the Departments/Divisions are encouraged to pay for those certifications which are deemed job-related and beneficial to the department from their department budgets. This policy shall become effective for certifications started or completed after October 23, 2007. Current employees who are enrolled in or have completed a certification program prior to October 23, 2007 and have received pre-approval may provide documentation and have the certification "grandfathered" in under the previous policy.

All diplomas (GED) and degrees (associates, bachelors, masters, and doctorate) earned in job-related areas may be eligible to receive a 5% educational incentive pay increase. All diplomas and degrees considered for educational incentive increases must be completed while employed with Leon County and without any financial assistance from the County. The maximum lifetime educational compensation benefit is 10%. No additional compensation will

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be approved for educational attainment once the 10% maximum has been reached. Employees who participate in the Tuition Assistance Program will not be eligible to participate in the Education Incentive Program. Requests for incentive pay increases must be received within six (6) months of completing the diploma or degree. No retroactive pay increases will be granted for diplomas or degrees completed prior to initial placement in the current position.

Employees contemplating completion of education to qualify for educational incentive pay should consult with the Human Resources Division to determine whether the diploma or degree is eligible for educational incentive compensation.

Degrees used for educational incentive pay must first be approved by Department/Division Director and Human Resources Director. The minimum class time requirement required for associate degrees must be at least 60 credit hours, bachelor degrees must be at least 120 credit hours, masters degrees must be at least 30 credit hours, and Ph.D. must be at least 72 credit hours. Degrees must be from an educational institution that is accredited by one of the accrediting bodies approved by the U. S. Department of Education.

Employees participating in the Tuition Assistance Program and/or receive any financial assistance from the County in obtaining their diploma or degree are not eligible to participate in the Education Incentive Program.

Educational Incentive pay is not an entitlement and is contingent upon the availability of funds.

In no case will an educational attainment increase place an employee's salary above the maximum of the assigned pay grade.

All educational attainment compensation must be approved by the County Administrator. The effective date of the salary increase shall be the date of approval.

This policy will become effective immediately, regardless of when diploma or degree was obtained.

5.04.1 Procedure: Educational Incentive

Leon County encourages employee development and knowledge expansion.

Upon completion of the diploma or degree program, the supervisor shall request proof of attainment (e.g. a copy of diploma or degree), and all supporting documentation (course curriculum, copies of receipts for course, exam, books, etc.). This proof is presented through line management to the Human Resources Director with a letter of justification for salary adjustment along with a personnel action form (PAF). The Human Resources Director will evaluate the request in accordance with County policy and will make a recommendation to the County Administrator. The line management is notified of the disposition of the request by the Human Resources Director.

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5.05 Performance Bonus

If funds for the purpose of awarding a Performance Bonus are appropriated by the Board, the Board shall determine the timing and range of amount for the award of the Performance Bonus. The Performance Bonus shall be based on a plan which:

- a. bases the award of a bonus on work performance;
- b. adequately describes the performance standards and evaluation process by which the bonus will be awarded;
- c. shall notify all employees of the applicability of a bonus plan before the beginning of the evaluation period on which a bonus will be based;
- d. provides that all regular full-time and part-time employees will be eligible to participate.

5.06 Annual Salary Adjustments

The Human Resources Director will recommend to the County Administrator, for approval by the Board, any adjustments in the salary structure or segments of the salary structure and levels of such adjustments.

Performance Pay

Career Service employees may receive an annual pay increase based on performance. The purpose of this increase is to recognize and reward those employees who are Fully Competent or Excelling in their positions during the rating period. The amount and timing of the performance pay will be determined annually by the Board of County Commissioners. Employees who are rated as Development Needed will receive a cost of living increase, which will be less than the increase that is approved for the Fully Competent and Excelling categories. Performance pay increases and cost of living increases are not guaranteed and may vary in amount contingent upon funding availability.

Senior Management, Executive Support and EMS salary increases will be determined annually by the County Administrator.

In temporary (O.P.S.) positions of longevity or seasonal return the employee may meet the requirements of annual salary adjustment movement, when the incumbent has been in the same position at least six (6) months prior to salary adjustment period or the incumbent has returned for three (3) consecutive seasons with total employment of six (6) months or more.

5.07 Other Pay Adjustments

It is anticipated that the needs of employees and departments will be met within the framework of the Wage and Salary Program; however, should unforeseen circumstances occur which may be considered in the best interest of the County, the Department Head may request a rate adjustment. This request may be submitted through the Human Resources Director to the County Administrator for approval.

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5.07.1 Retention Increase

This provision is intended to provide consideration of critical and/or unusual administration problems. A retention increase may be approved, at the County Administrator's sole discretion, in accordance with the following provisions:

- A. The employee has received a documented bona fide job offer with an employer other than the County and the retention increase is a counter offer to retain the employee in their current position (job offers from other Leon County Board of County Commissioners offices, Property Appraiser, Clerk of the Circuit Court, Supervisor of Elections, Tax Collector, Sheriff or County Advisory Boards will not be deemed a bona fide job offer with an employer other than the County under this provision).
- B. Retention increase decisions are not grievable through Leon County's grievance procedure unless it is alleged that such a decision was made based upon unlawful discrimination.
- C. To be eligible for retention increase consideration, the affected employee must:
 - 1. currently be employed by the County in a full-time, non-OPS position;
 - 2. have been continuously employed in their current position for at least one (1) calendar year prior to the date the bona fide job offer was made;
 - 3. have received at least a AMeets Expectation@ rating on their most recent performance evaluation, must currently be performing at an acceptable level, and may not have been issued a written warning within the previous twelve (12) months; and
 - 4. not have received a retention increase within the past twenty-four (24) calendar months from the date the increase request is submitted to Human Resources.
- D. The County Administrator has sole authority to determine amount offered as a retention increase within the range of 0% to 25% of the affected employee's salary. The County Administrator may approve retention increases as single or multiple salary adjustments; however, if multiple salary adjustments are made for one retention increase, the total of those salary adjustments may not exceed 25% of the affected employee's salary.
- E. The retention increase must not place the employee above the maximum for their current pay grade range.
- F. Retention increases are not permissible where the intent is to circumvent the provisions of other pay plan policies.
- G. Retention increases recommended under this provision are subject to the availability of funds.

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5.07.2 Procedure: Retention Increase

To request a retention increase, the respective Division Director shall submit a retention increase request package to his/her Group Director and gain their approval prior to submitting the request to the Human Resources Director. Increase request packages will include, at a minimum, the following documentation:

1. validity of the job offer, preferably a copy of the written job offer;
2. the respective division's independent verification of the job offer;
3. the costs associated with replacing the employee (excluding recruitment costs);
4. a detail of the training costs Leon County incurred on the employee's behalf over the past twenty-four (24) months;
5. summation of the employee's satisfactory job performance (that the employee has performed and continues to perform at least at a "Meets Expectations" level and that they have not been issued a written warning within the previous twelve (12) months);
6. that the division's recommended increase, if approved, would not place the employee above the maximum for their current pay range;
7. salary relationships within the division;
8. recruitment and retention conditions in critical areas as may be demonstrated by (a) high turnover; (b) declined job offers; or (c) resignation letters from previous employees; and
9. whether the competitive job is comparable to the one the employee currently holds with the County.

The Human Resources Director will review the request and make his/her recommendation to the County Administrator.

Increases approved by the County Administrator will become effective at the beginning of the pay period following the date the County Administrator approved the increase.

5.08 Part Time Career Service

When employment is on a part time basis, pay shall be on an hourly basis or salaried in proportion to the average number of hours worked weekly.

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5.09 Compensation for Temporary Work in Higher Classification

In situations where the assignment or scheduling of work requires an employee to perform in a higher level classification to fill a temporary need, a new rate may be established by the Department Director after consultation with the Human Resources Director for the period of temporary assignment. In cases where a budget amendment is necessary to fund the temporary pay rate, County policies on budget amendment approvals shall apply. This provision is not to be applied in a situation of vacation replacement or cross training opportunities. An employee must work in the higher classification a minimum of three (3) full weeks and not more than three (3) months.

The rate of pay for the temporary assignment will be determined using the guidelines for a promotional increase. At the conclusion of the assignment, the employee's pay shall revert to his or her previous rate of pay. When it is established that the need may exceed three (3) months, and it is not for training, the replacement employee may be compensated at the higher rate immediately. Extensions may be approved by the County Administrator.

Any such temporary assignment shall not affect the employee's eligibility for merit pay.

5.10 Temporary Work in Training Status

Temporary Work in a training status may be initiated by either the employee or management by sending a Training Plan signed by the employee and a line manager to the Training Coordinator with a statement of understanding that there will be no adjustment in pay for training.

5.10.1 Procedure: Temporary Work in Training Status

If the assignment is solely for training purposes, the request must be accompanied by a Training Plan. The Training Plan must include a description of the task(s) to be learned, the standard measurement which will be used to determine if task(s) was/were learned, and time table for accomplishment.

5.11 Overtime

The established workweek is forty (40) hours within a seven (7) day period, Saturday through Friday. Overtime is calculated at 1-1/2 times an hour on hours worked over the established workweek. All overtime work must have prior authorization by Department/Division Director or designee. Not securing this authorization may result in disciplinary action.

Workers' Compensation Leave and Administrative Leave are "paid leave," not "hours worked." They will not be counted toward overtime.

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Leave time earned and used is recorded daily on the Official time sheet (See Appendix H1 & H2) for Career Service, Executive Support, and EMS employees. For Senior Management Service employees, time used is recorded on the Official Leave/Compensation Request Form. (See Appendix H3)

Compensation for overtime shall be administered by the following guidelines:

Executive Service and Senior Management Service employees are not eligible for overtime compensation.

~~Career Service, Executive Support, and EMS employees~~ Employees in exempt positions, according to F.L.S.A., shall not be eligible for overtime compensation. ~~However, if a Career Service~~ If an exempt employee is required to report to work in an “on-call” capacity outside of normal working hours, the employee can receive ~~compensation~~ compensatory leave at the rate of one hour for each hour worked.

Career Service and Executive Support Service employees in non-exempt positions, according to F.L.S.A., who are authorized to work overtime, shall be granted either time off (compensatory leave) at the rate of one and one-half (1-1/2) hours for each overtime hour worked or cash payment for overtime worked at the rate of one and one-half (1-1/2) times that employee's regular hourly rate of pay. EMS employees in non-exempt positions, according to the FLSA, who are authorized to work overtime, shall be paid for overtime worked at the rate of one and one-half (1-1/2) times that employee's regular hourly rate of pay. EMS employees are not eligible for compensatory leave unless authorized by the EMS Chief.

The maximum accumulation of Compensatory Leave is 80 hours. Additional accumulation can only be extended with the approval of the County Administrator.

Employees who transfer to another department or office within the County will be paid out their Compensatory Leave balance at that time.

Additionally, employees must use Compensatory leave first (unless Sick Leave is applicable) when taking leave for absences.

Compensatory leave or cash compensation for overtime may only be granted when actual hours of work exceed forty (40) hours during the workweek. Holidays, however, shall be considered as hours worked for purposes of this section.

If overtime is authorized using compensatory leave only, employees must be notified before the overtime is worked. Every effort should be made to schedule such leave at the earliest possible date. Requests for compensatory leave shall be made on an Official Leave/Compensation Request Form or on the Official time sheet.

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5.11.1 Assignment of Overtime

Overtime assignments are made on a fair and equitable basis. Any scheduled work time is required duty. Failure to perform overtime, except in cases of personal emergency, or other appropriate reasons, is deemed to be insubordination. Exceptions shall be granted in cases of such emergency or other appropriately approved reason.

5.11.2 Procedure: Overtime

Leave time earned and used is recorded daily on the official time sheet.

5.12 On-Call, Stand-By, and Call-Out Pay

Employees in positions that provide “emergency” service on a recurring basis may volunteer or be designated "on-call" during other than normal working hours. Employees in such "on-call" status are expected to be constantly available in order to respond immediately to the need for their services. Such employees shall receive "ON-CALL" pay consisting of a weekly premium in an amount designated by the Board, and shall be paid for the time worked.

When an emergency requires employees not scheduled for "ON-CALL" duty to be in preparedness status to come to work upon call, they are considered to be on "STAND-BY," and are compensated according to the established "ON-CALL" premium amount. Should these employees' status move from ON-CALL or STAND-BY into "CALL-OUT," or should any employee with no prior notice be called out, they are compensated from the time of the call and provided a minimum of two hours worked. Compensation differs between normal weekday (Monday thru Friday), weekend (Saturday & Sunday), and Holiday.

On-Call pay is \$10.00 per day, \$15.00 per weekend day and \$20.00 per Holiday. (Weekend days are defined as Saturday and Sunday.) Should the employee be called out, a minimum of two (2) hours pay will be granted

5.13 Emergency Guidelines for Compensation, Work Hours, and Work Assignments

The purpose of this policy is to provide guidelines for compensating employees and designating work hours and work assignments for employees under the County Administrator during a Declared Local State of Emergency (DLSOE). This policy applies to all employees—regular full-time and part-time, OPS and PRN. Participation is considered a condition of employment. All County employees are essential and important to the organization for the emergency service delivery system.

Employees may be reassigned to other work areas, locations, and work hours altered in order to ensure continuation and restoration of community services, maintain safety, and fulfill the County’s responsibilities to its citizens.

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The County shall make a reasonable effort to release employees from work prior to, during, and after any DLSOE to take care of personal and family related safety matters. It is the responsibility of employees to prepare and make arrangements for family and personal needs in advance of the emergency.

Whether the County remains operational or shuts down operations due to a DLSOE, all employees will be required to report to work, if needed. During a period of emergency, day-to-day operations may be altered and temporary duties outside the normal scope of employment may be required. All employees are required to work before, during and after a DLSOE. Employees may be required to perform their normal essential functions or they may be required to perform work specific to an emergency (Emergency Operations Center, evacuation shelters, comfort stations or any other facility).

DEFINITIONS:

DLSOE: A Declared Local State of Emergency made pursuant to the authority granted the Board of County Commissioners under Chapter 252, F.S. in accordance with the Emergency Management Ordinance (93-16).

Emergency Critical: An employee designated by the County, who is required to report to their regular work assignment to assist with the department's essential functions as designated in the department's Continuity of Operation Plan or emergency operating procedures.

Emergency Support: An employee not designated as Emergency Critical will be designated as an Emergency Support employee and assist with assigned functions at the Emergency Operations Center (EOC), evacuation shelters, comfort stations, or any other duty to support emergency operations.

Non-Exempt (Hourly): An employee who is paid an hourly wage under the Fair Labor Standards Act (FLSA) to receive overtime pay for hours worked in excess of 40 in a workweek.

Exempt (Salaried): An employee who is paid a salary (not an hourly wage) to perform the duties and responsibilities of a job regardless of hours worked in a workweek. In accordance with the Fair Labor Standards Act, this category of employee is exempt from the overtime pay provisions of the Act.

PROCEDURE:

- A. All Leon County employees will be designated as either Emergency Critical in accordance with the Departments Continuation of Operations Plan (COOP) and/or emergency operating procedures; or Emergency Support. Each department is responsible for making this designation for its employees and providing an annual listing of employees assigned in each category to Human Resources annually, prior to the start of hurricane season.

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- B. Upon issuance of a DLSOE and activation of the County's EOC, the County Administrator, or designee, may initiate implementation of this policy. Emergency Management will issue the date and time that the EOC activation occurs.
- C. Upon activation of the EOC as identified above, all County employees designated as Emergency Support may be required to report to the EOC, or at any other location to assist in the County's disaster response efforts. Roles may be pre-assigned or assigned as the situation dictates. Only the County Administrator or designee may authorize the release of some employees from work.
- D. Administration: Volunteer Services will assume the responsibility for assigning and training County employees in their respective emergency management functions.

APPLICATION:

Non-Exempt Employees on Duty. ~~Non-exempt Career Service employees~~ Employees reporting for duty during a DLSOE will be compensated as follows:

- Pay equal to their regular rate of pay for the time they are required to work during a DLSOE, up to 40 hours actually worked.
- Overtime Pay at one-and one half times their regular pay for hours actually worked over 40 hours in accordance with FLSA.
- Pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave (See Personnel Policy Section 7.19 D.)
- This provision does not apply to EMS Special Risk employees.

Exempt Employees on Duty. Exempt employees reporting for duty during a DLSOE will be compensated as follows:

- ~~Employees will receive pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave.~~
- Senior Management employees designated as Emergency Support will be required to work, as needed, during a DLSOE. Senior Management employees will not receive any additional compensation for hours worked over 40 hours in a workweek.

Employees off Duty. Any employee who is off duty and is requested to report to work will be expected to report to work during a DLSOE.

- If the employee is unable to report to work due to hardship reasons at the time of the DLSOE, the employee will not be eligible for Administrative leave during a DLSOE.
- If it is determined that the employee is not needed to report to work or is not needed at the EOC, or any other location, the employee will be eligible for Administrative Leave.

Employees on Approved Scheduled Leave: Any employee on scheduled leave during a DLSOE may be called in and required to report for duty, if needed. Employees on previously approved leave and who report to work shall be eligible for Administrative Leave and/or

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regular pay, whichever is applicable. Employees on previously approved leave (annual, sick, personal, compensatory or unpaid), who do not report to duty, will not be eligible to receive Administrative Leave and will be charged leave time accordingly.

Employees on Extended Leave: Any employee away from work on sick leave, extended FMLA, Military Leave, Workers Compensation, or other extended leave will not be required to report for duty during a DLSOE. Employees on extended leave will not be eligible for Administrative Leave.

Emergency Preparedness Process: Human Resources will administer a process for confirming the designation of employees as Emergency Critical or Emergency Support. This process will also allow employees to request a Hardship Exemption for certain circumstances.

Hardship Exemption: Employees who are already aware that they will not be able to work during a DLSOE should request a hardship exemption approval form from their supervisor. Upon approval by the Division Director and Department Director, the approved hardship exemption form shall be submitted to Human Resources and placed in the employees personnel file. The Exemption Form must be turned in to Human Resources annually prior to hurricane season. Hardship Exemptions will be reviewed prior to each disaster occurrence to determine if the exemption still applies. Employees claiming hardship exemptions will not be eligible for Administrative Leave during a DLSOE.

Reassignment of Employees: Employees who are released from their regular job duties will be reassigned to other work areas, as needed, and will be expected to report for duty. Employees may be required to work alternative shifts during a DLSOE. Non-exempt employees shall be paid their normal rate of pay for all hours actually worked, including overtime when applicable.

If an employee and their spouse both work for the County, they may both be required to work; however, the County will allow them to work different shifts if requested. This applies to employees whose spouse works for another first responding agency, as determined by the appropriate supervisor(s).

Required Training: Annually, the Director of Volunteer Services will determine the Emergency Support employees that will be required to complete Training as appropriate.

Communications: In the event the employee has not heard where and when to report to work, it is each employee's responsibility to contact their Supervisor, Manager, and Director to receive instructions on where to report to work. Employees who willfully fail to make contact in order to receive instructions on where and when to report during an emergency will be subject to immediate disciplinary action up to and including termination. Employees should not assume that they are not required to work based solely on any media or news reports regarding closings.

Failure to Report for Duty: During a DLSOE, employees who refuse to report to work may be subject to disciplinary action up to and including termination of employment.

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On Call/Stand By: ~~Non-Exempt~~ Career Service employees who are directed by appropriate supervisory or management staff to remain available to return to work during an off-duty period, in anticipation of and/or immediately after a DLSOE, will receive on-call or stand by pay in accordance with established pay policies and procedures.

Temporary (OPS) Positions: Temporary employees may be expected to report for duty in anticipation of, and/or immediately after a DLSOE as requested by appropriate supervisory or management staff. Temporary employees will be paid for actual hours worked in accordance with established pay policies and pay procedures.

Non-assigned employees: Employees who have not been assigned to work during a DLSOE should not report to work without the approval of appropriate supervisory or management staff. Due to FLSA restrictions, this includes ~~Career Service and Executive Support exempt and~~ non-exempt employees who wish to volunteer at the EOC. Employees who are confined to a facility only for safety or non-job related reasons and are not performing the duties of their regular jobs or assigned jobs shall not compensated for the time otherwise spent on the premises.

Return to Normal Conditions: Employees will return to work when notified by appropriate means. The County will use internal communication systems (telephone, Internet, etc.) and external media such as television, radio, etc., to announce the “all clear” notice for employees to return to work under recovery or normal conditions. The employee is responsible for monitoring the communication media to ensure prompt notification. Senior Management employees may adjust hours as needed to allow for periods of rest from working extended hours during a DLSOE, however, managers are still responsible to ensure that all County offices are properly staffed when returning to normal conditions.

Employees unable to report back to work that day, due to extenuating circumstances beyond their control (i.e., child care issues, storm related damages, road closures, flooding, etc.) shall not be required to return to work and may use personal annual, compensatory leave and swing days for this time.

Documentation: Employees shall be required to document and report to management all hours worked during an emergency in accordance with established pay practices, procedures and regulations.

5.14 Reinstatement Pay

When an employee is reinstated to a position in the same class, or in a different class within or below the same skill level from which he/she was previously demoted, transferred, or reclassified with no reduction in pay, the rate of pay shall not change unless it is below the minimum class to which the employee is reinstated, in which case it will go to the minimum.

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5.15 Payroll

Each Department/Division is required to keep an accurate account of all hours worked and leave used by career service employees on the official time sheet. All leave taken must be documented on a Leave/Compensatory Request Form for Senior Management Service and the official time sheet for Career Service, Executive Support, and EMS employees.

Paychecks are distributed on Thursday at 10:00 a.m. for the bi-weekly payroll and at 10:00 a.m. on the morning of the next to the last business day of the month for the monthly payroll. Paychecks are distributed on Fridays for bi-weekly EMS employees. Paychecks may be direct deposited into any banking institution. Contact the Finance/Payroll office to set up direct deposit.

Board of County Commissioners

Leon County, Florida

Policy No. 03-3

Title: Internal Operations and Protocols, Commission Office

Date Adopted: ~~October 13, 2009~~ May 14, 2019

Effective Date: ~~October 13, 2009~~ May 14, 2019

Reference: *See Subsections Below*

Policy Superseded: Policy No. 97-10, "Internal Operations and Protocols, Commission Office," adopted 8/26/97; Policy No. 98.5, "Internal Operations and Protocols, Commission Office," adopted 10/13/98; Policy No. 02-01, "Internal Operations and Protocols, Commission Office," adopted 2/12/02; Policy No. 02-03, "Internal Operations and Protocols, Commission Office," adopted May 28, 2002; Policy No. 03-03, "Internal Operations and Protocols, Commission Office," adopted 1/14/03; revised 10/14/08; revised 10/13/09

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 03-3, ~~adopted by the Board of County Commissioners on January 14, 2003, and revised October 14, 2008~~13, 2009, is hereby ~~superseded~~amended and a revised policy is hereby adopted in its place, to wit:

The following policies and procedures are internal policies for the conduct of the Office of the Commission.

Section I: Standard Operating Procedures

The Chairman's aide shall function in the Commission office as the "lead" aide for the Board. He or she shall coordinate the writing and periodic updating of standard operating procedures for the internal operation of the Commission Office. Such standard operating procedures shall be maintained by the Chairman's aide.

Section II: Budget, Commission Office

Reference: **Personnel Policies and Procedures, Section I**

Commencing October 1, 1997, each County Commissioner may hire one full-time aide who shall serve at the pleasure of the Commissioner, and each Commissioner shall have exclusive hire/fire rights and responsibility for his/her aide, except as provided in Section V. Effective February 12, 2002, each Commissioner is responsible for completing an annual performance evaluation for his/her aide. Evaluations are to be completed and submitted to the Human Resource Division by October 1st of each year. ~~Effective May 28, 2002, Commissioners may negotiate their aide's starting salaries at a maximum of \$45,463 per year (rate to be adjusted annually using the percentage rate increase authorized by the Leon County Board of County Commissioners. This rate will be maintained by the Human Resources Division. As~~

determined by their Commissioner, Commission Aides are eligible for an annual pay increase up to the maximum authorized for all County employees through the annual budget process. If a Commission Aide's annual salary has reached the maximum of the paygrade, then the Commission Aide is eligible for a performance bonus of a one-time lump sum payment equivalent to the average of the employee performance percent increases as approved through the annual budget process, not to exceed 3%, as approved by their Commissioner.

~~Prior to salary negotiations, the Human Resources Division should be contacted to determine the current salary maximum. Subsequent annual pay adjustments shall be at the same percentage rate of increase authorized for Senior Management employees. Commission aides shall receive Senior Management benefits. The Board of County Commissioners shall approve an annual budget for operation of its office. The budget shall consist of a "Personnel Services" (salary and benefit) budget for commissioners and aides, "Operating Expense" line item for the Commission office, and an "Operating Expense" line-item budget for each Commissioner.~~

In general, each Commissioner shall make a determination as to the appropriate expenditure of funds within his or her "Operating Expense" line item, so long as such expenditures are directly related County Commission operating functions. The Chairman or designee(s) shall authorize expenditures from the Commissioners' "Operating Expense" Office Account.

Each Commissioner shall be responsible for monitoring expenditures within his or her budget, or he or she may delegate this responsibility. The Chairman's aide shall coordinate with commission aides to ascertain the amount of funding to be budgeted on each line item. The Chairman's aide shall also act as liaison with County Administration and the Office of Management and Budget during annual budget preparation.

Section III: Orientation of Newly Elected Commissioners

The Chairman and the Chairman's aide shall be responsible for meeting with and welcoming all newly-elected Commissioners. The Chairman's aide shall provide an office orientation (not to be redundant with the County Administrator's orientation) for newly-elected Commissioners, including introductions to the commission office staff, aide assignments, explanation of office procedures and policies, protocols and ceremonial functions, including the swearing-in ceremony for newly elected Commissioners. The Chairman's aide shall coordinate all activities with the newly elected Commissioners prior to the swearing-in ceremony.

Section IV: Assignment of Offices

Reference County Policy No. 93-9, "Work Areas in the County Courthouse"

To the extent possible, the office occupied by an out-going district or at large Commissioner shall be occupied by the new Commissioner elected in his or her place. In the event a Commissioner moves from one office to another, a Commissioner may move County-owned personal computers and software. All other County-owned furnishings are to remain in the office being vacated. Commissioners may decorate their offices in accordance with Leon County Policy No. 93-9, "Work Areas in the County Courthouse."

Section V: Commission Appointment of Aides Under Special Circumstances

Upon majority vote of the Commission, the Board of County Commissioners shall assume all rights and responsibilities for the hiring, firing and supervision of a Commissioner's aide as provided herein. This section shall apply only when said Commissioner is accused of official misconduct under Chapter 112, Florida Statutes, and upon a probable cause finding by the Florida Commission on Ethics. At no time will a Commissioner be denied appropriate administrative support under this section.

Pursuant to this section, the Board shall assign a Commissioner among their membership to carry out all rights and responsibilities for the hiring, firing and supervision of a Commissioner's aide on behalf of the Board.

The Board of County Commissioner may reinstate a Commissioners rights and responsibilities for the hiring and firing of a Commissioner's aide upon majority vote of the Board.

LEON COUNTY GOVERNMENT
2019/20 PROPOSED PAY PLAN WITH NEW RANGE SPREADS

Career Service Pay Scale							
PAY GRADE	HRLY MIN	HRLY MID	HRLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX	Range Spread
73	\$9.23	\$12.23	\$15.23	\$19,197.27	\$25,436.38	\$31,675.50	65%
74	\$9.69	\$12.84	\$15.99	\$20,157.18	\$26,708.26	\$33,259.34	65%
75	\$10.18	\$13.48	\$16.79	\$21,165.03	\$28,043.67	\$34,922.31	65%
76	\$10.68	\$14.16	\$17.63	\$22,223.39	\$29,446.00	\$36,668.60	65%
77	\$11.22	\$14.86	\$18.51	\$23,334.58	\$30,918.32	\$38,502.06	65%
78	\$11.78	\$15.61	\$19.44	\$24,501.15	\$32,464.03	\$40,426.90	65%
79	\$12.37	\$16.39	\$20.41	\$25,726.07	\$34,087.05	\$42,448.02	65%
80	\$12.99	\$17.21	\$21.43	\$27,012.53	\$35,791.60	\$44,570.67	65%
81	\$13.72	\$18.18	\$22.63	\$28,531.95	\$37,804.84	\$47,077.72	65%
82	\$14.88	\$19.71	\$24.55	\$30,947.21	\$41,005.05	\$51,062.89	65%
83	\$16.16	\$21.41	\$26.67	\$33,614.32	\$44,538.97	\$55,463.63	65%
84	\$17.60	\$23.32	\$29.04	\$36,608.40	\$48,506.13	\$60,403.86	65%
85	\$19.12	\$25.34	\$31.56	\$39,778.60	\$52,706.64	\$66,634.68	65%
86	\$20.84	\$27.62	\$34.39	\$43,351.30	\$57,440.47	\$71,529.64	65%
87	\$22.72	\$30.10	\$37.48	\$47,251.18	\$62,607.81	\$77,964.45	65%
88	\$24.76	\$32.81	\$40.86	\$51,503.92	\$68,242.69	\$84,981.47	65%
89	\$27.49	\$36.42	\$45.35	\$57,169.15	\$75,749.12	\$94,329.09	65%
90	\$28.86	\$38.24	\$47.62	\$60,027.22	\$79,536.07	\$99,044.92	65%

Career Service Pay Scale by Quartile					
PAY GRADE	HRLY MIN	Q1	Q2	Q3	HRLY MAX
73	\$9.23	\$10.73	\$12.23	\$13.73	\$15.23
74	\$9.69	\$11.27	\$12.84	\$14.42	\$15.99
75	\$10.18	\$11.83	\$13.48	\$15.14	\$16.79
76	\$10.68	\$12.42	\$14.16	\$15.89	\$17.63
77	\$11.22	\$13.04	\$14.86	\$16.69	\$18.51
78	\$11.78	\$13.69	\$15.61	\$17.52	\$19.44
79	\$12.37	\$14.38	\$16.39	\$18.40	\$20.41
80	\$12.99	\$15.10	\$17.21	\$19.32	\$21.43
81	\$13.72	\$15.95	\$18.18	\$20.40	\$22.63
82	\$14.88	\$17.30	\$19.71	\$22.13	\$24.55
83	\$16.16	\$18.79	\$21.41	\$24.04	\$26.67
84	\$17.60	\$20.46	\$23.32	\$26.18	\$29.04
85	\$19.12	\$22.23	\$25.34	\$28.45	\$31.56
86	\$20.84	\$24.23	\$27.62	\$31.00	\$34.39
87	\$22.72	\$26.41	\$30.10	\$33.79	\$37.48
88	\$24.76	\$28.79	\$32.81	\$36.83	\$40.86
89	\$27.49	\$31.95	\$36.42	\$40.88	\$45.35
90	\$28.86	\$33.55	\$38.24	\$42.93	\$47.62

Senior Management Pay Scale							
PAY GRADE	HRLY MIN	HRLY MID	HRLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX	Range Spread
51	\$14.88	\$19.71	\$24.55	\$30,947.21	\$41,005.05	\$51,062.89	65%
52	\$16.16	\$21.41	\$26.67	\$33,614.32	\$44,538.97	\$55,463.63	65%
53	\$17.60	\$23.32	\$29.04	\$36,608.40	\$48,506.13	\$60,403.86	65%
54	\$19.12	\$25.34	\$31.55	\$39,772.51	\$52,698.58	\$65,624.64	65%
55	\$21.23	\$28.13	\$35.02	\$44,152.16	\$58,501.61	\$72,851.06	65%
56	\$23.56	\$31.21	\$38.87	\$48,997.10	\$64,921.16	\$80,845.22	65%
57	\$26.16	\$34.67	\$43.17	\$54,418.21	\$72,104.13	\$89,790.04	65%
58	\$29.03	\$38.47	\$47.90	\$60,384.06	\$80,008.88	\$99,633.71	65%
59	\$32.23	\$42.70	\$53.18	\$67,035.70	\$88,822.30	\$110,608.90	65%
60	\$35.77	\$47.39	\$59.02	\$74,398.90	\$98,578.54	\$122,758.18	65%
61	\$39.70	\$52.61	\$65.51	\$82,582.86	\$109,422.29	\$136,261.73	65%
62	\$44.07	\$58.39	\$72.72	\$91,666.85	\$121,458.57	\$151,250.30	65%
63	\$48.91	\$64.81	\$80.71	\$101,739.04	\$134,804.23	\$167,869.42	65%

Senior Management Pay Scale by Quartile					
PAY GRADE	HRLY MIN	Q1	Q2	Q3	HRLY MAX
51	\$14.88	\$17.30	\$19.71	\$22.13	\$24.55
52	\$16.16	\$18.79	\$21.41	\$24.04	\$26.67
53	\$17.60	\$20.46	\$23.32	\$26.18	\$29.04
54	\$19.12	\$22.23	\$25.34	\$28.44	\$31.55
55	\$21.23	\$24.68	\$28.13	\$31.58	\$35.02
56	\$23.56	\$27.38	\$31.21	\$35.04	\$38.87
57	\$26.16	\$30.41	\$34.67	\$38.92	\$43.17
58	\$29.03	\$33.75	\$38.47	\$43.18	\$47.90
59	\$32.23	\$37.47	\$42.70	\$47.94	\$53.18
60	\$35.77	\$41.58	\$47.39	\$53.21	\$59.02
61	\$39.70	\$46.16	\$52.61	\$59.06	\$65.51
62	\$44.07	\$51.23	\$58.39	\$65.56	\$72.72
63	\$48.91	\$56.86	\$64.81	\$72.76	\$80.71

Special Rate Pay Scale							
PAY GRADE	HRLY MIN	HRLY MID	HRLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX	Range Spread
52SR	\$20.84	\$27.62	\$34.39	\$43,351.30	\$57,440.47	\$71,529.64	65%
53SR	\$22.72	\$30.10	\$37.48	\$47,251.18	\$62,607.81	\$77,964.45	65%
54SR	\$24.76	\$32.81	\$40.86	\$51,503.92	\$68,242.69	\$84,981.47	65%
55SR	\$27.49	\$36.42	\$45.35	\$57,169.15	\$75,749.12	\$94,329.09	65%
56SR	\$28.86	\$38.24	\$47.62	\$60,027.22	\$79,536.07	\$99,044.92	65%
57SR	\$31.40	\$41.60	\$51.80	\$65,302.31	\$86,525.57	\$107,748.82	65%
58SR	\$34.84	\$46.16	\$57.48	\$72,461.38	\$96,011.32	\$119,561.27	65%
59SR	\$38.67	\$51.24	\$63.81	\$80,442.79	\$106,586.70	\$132,730.60	65%
60SR	\$42.92	\$56.87	\$70.82	\$89,278.44	\$118,293.93	\$147,309.42	65%

Special Rate Pay Scale by Quartile					
PAY GRADE	HRLY MIN	Q1	Q2	Q3	HRLY MAX
52SR	\$20.84	\$24.23	\$27.62	\$31.00	\$34.39
53SR	\$22.72	\$26.41	\$30.10	\$33.79	\$37.48
54SR	\$24.76	\$28.79	\$32.81	\$36.83	\$40.86
55SR	\$27.49	\$31.95	\$36.42	\$40.88	\$45.35
56SR	\$28.86	\$33.55	\$38.24	\$42.93	\$47.62
57SR	\$31.40	\$36.50	\$41.60	\$46.70	\$51.80
58SR	\$34.84	\$40.50	\$46.16	\$51.82	\$57.48
59SR	\$38.67	\$44.96	\$51.24	\$57.53	\$63.81
60SR	\$42.92	\$49.90	\$56.87	\$63.85	\$70.82

LEON COUNTY GOVERNMENT
2019/20 PROPOSED PAY PLAN WITH NEW RANGE SPREADS

Commission Aide Pay Scale							
PAY GRADE	HRLY MIN	HRLY MID	HRLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX	Range Spread
97	\$22.74	\$30.13	\$37.52	\$47,298.00	\$62,670.00	\$78,042.00	65%

Commission Aide Pay Scale by Quartile					
PAY GRADE	HRLY MIN	Q1	Q2	Q3	HRLY MAX
E1	\$22.74	\$26.43	\$30.13	\$33.82	\$37.52

EMS Pay Scale							
PAY GRADE	HRLY MIN	HRLY MID	HRLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX	Range Spread
E1	\$10.46	\$16.14	\$17.25	\$21,748.53	\$28,816.80	\$35,885.08	65%
E1S	\$13.27	\$18.92	\$21.90	\$27,604.72	\$36,576.26	\$45,547.79	65%
E2	\$10.97	\$16.93	\$18.09	\$22,809.44	\$30,222.50	\$37,635.57	65%
E2S	\$13.78	\$19.70	\$22.74	\$28,665.63	\$37,981.95	\$47,298.28	65%
ESS	\$11.25	\$15.75	\$18.56	\$23,392.93	\$30,995.64	\$38,598.34	65%
P	\$13.20	\$20.48	\$21.78	\$27,456.20	\$36,379.46	\$45,302.72	65%
P1	\$13.71	\$21.27	\$22.62	\$28,517.10	\$37,785.16	\$47,053.21	65%
P1S	\$17.31	\$24.82	\$28.56	\$36,007.08	\$47,709.38	\$59,411.68	65%
P2	\$14.22	\$22.09	\$23.46	\$29,578.00	\$39,190.85	\$48,803.71	65%
P22	\$14.48	\$22.22	\$23.88	\$30,108.46	\$39,893.70	\$49,678.95	65%
P22S	\$18.08	\$25.77	\$29.83	\$37,598.44	\$49,817.93	\$62,037.42	65%
P2S	\$17.82	\$25.64	\$29.40	\$37,067.99	\$49,115.08	\$61,162.18	65%
PS	\$16.80	\$24.03	\$27.72	\$34,946.18	\$46,303.69	\$57,661.19	65%
C1	\$26.22	\$34.74	\$43.27	\$54,541.76	\$72,267.83	\$89,993.90	65%
C2	\$29.10	\$38.55	\$48.01	\$60,521.34	\$80,190.78	\$99,860.22	65%
C3	\$32.30	\$42.80	\$53.30	\$67,187.95	\$89,024.04	\$110,860.12	65%
C4	\$35.77	\$47.39	\$59.02	\$74,398.90	\$98,578.54	\$122,758.18	65%
CPS	\$19.52	\$29.44	\$32.20	\$40,592.31	\$53,784.81	\$66,977.31	65%

EMS Pay Scale by Quartile					
PAY GRADE	HRLY MIN	Q1	Q2	Q3	HRLY MAX
E1	\$10.46	\$13.30	\$16.14	\$16.70	\$17.25
E1S	\$13.27	\$16.09	\$18.92	\$20.41	\$21.90
E2	\$10.97	\$13.95	\$16.93	\$17.51	\$18.09
E2S	\$13.78	\$16.74	\$19.70	\$21.22	\$22.74
ESS	\$11.25	\$13.50	\$15.75	\$17.15	\$18.56
P	\$13.20	\$16.84	\$20.48	\$21.13	\$21.78
P1	\$13.71	\$17.49	\$21.27	\$21.95	\$22.62
P1S	\$17.31	\$21.07	\$24.82	\$26.69	\$28.56
P2	\$14.22	\$18.16	\$22.09	\$22.78	\$23.46
P22	\$14.48	\$18.35	\$22.22	\$23.05	\$23.88
P22S	\$18.08	\$21.92	\$25.77	\$27.80	\$29.83
P2S	\$17.82	\$21.73	\$25.64	\$27.52	\$29.40
PS	\$16.80	\$20.41	\$24.03	\$25.87	\$27.72
C1	\$26.22	\$30.48	\$34.74	\$39.01	\$43.27
C2	\$29.10	\$33.83	\$38.55	\$43.28	\$48.01
C3	\$32.30	\$37.55	\$42.80	\$48.05	\$53.30
C4	\$35.77	\$41.58	\$47.39	\$53.21	\$59.02
CPS	\$19.52	\$24.48	\$29.44	\$30.82	\$32.20

**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners


Agenda Item #10

May 14, 2019

To: Honorable Chairman and Members of the Board

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

Title: Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Providing for a Code of Ethics for June 18, 2019 at 6:00 p.m.



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

Statement of Issue:

In accord with the affirmative vote of the Leon County electorate at the November 6, 2018 General Election, which amended the Leon County Home Rule Charter to provide for enactment by ordinance of a Code of Ethics, this agenda item seeks the Board's approval to schedule the first and only public hearing for June 18, 2019, to consider the adoption of an ordinance providing for a Code of Ethics.

Fiscal Impact:

This item has a fiscal impact from lobbyist registration fees. There could be a fiscal impact if fines are assessed.

Staff Recommendation:

Option #1: Schedule first and only public hearing for June 18, 2019 at 6:00 p.m., to consider adoption of an Ordinance providing for a Code of Ethics (Attachment #1).

Report and Discussion

Background:

This agenda item seeks the Board's approval to schedule the first and only public hearing for June 18, 2019, to consider the adoption of an ordinance providing for a Code of Ethics (Attachment #1). By way of background, pursuant to Section 5.2 of the Leon County Home Rule Charter (the "Charter"), the Board established the 2017-2018 Citizen Charter Review Committee ("CCRC") to review the Charter and propose any Charter amendments for the Board's consideration. After conducting meetings and public hearings, the CCRC recommended amending the Charter to provide for a Code of Ethics to be enacted by ordinance. On April 10, 2018, the Board conducted a public hearing and adopted Ordinance No. 2018-06 to provide for a Code of Ethics ordinance requirement in the Charter, upon approval of the voters at the November 6, 2018 General Election.

At the November 6, 2018 General Election, the Leon County electorate voted affirmatively to amend the Charter to provide for enactment of a Code of Ethics ordinance. The Code of Ethics ordinance must be adopted by the Board no later than the first Board meeting in December of 2019.

Analysis:

Pursuant to the affirmative vote of the Leon County electorate at the November 6, 2018 General Election, Section 2.5 of the Charter was amended to state as follows:

In order to provide a high level of transparency and ethical conduct under charter government, the Board of County Commissioners shall enact by ordinance a Code of Ethics no later than the first County Commission meeting in December 2019. The Code of Ethics shall prescribe standards of conduct for members of the Board of County Commissioners and its employees, as well as to all members of appointed boards and committees that have been created by the Board of County Commissioners. The Code of Ethics shall supplement and not contradict or supersede any statutory or administrative standards of conduct which apply to any such officer or employee. The Code of Ethics shall include, but is not limited to, standards of conduct, provisions defining offenses, prescribing penalties within the limits allowed by law, and establishing lobbyist regulations. The Code shall not conflict with the power of the Governor to suspend county officers or of the Senate to remove them from office, or the power of the people to recall them from office.

In accordance with Section 2.5 of the Charter, the attached Code of Ethics Ordinance prescribes standards of conduct for members of the Board, County employees, and members of Board-appointed boards and committees, and includes provisions defining offenses and penalties, and lobbyist regulations. The provisions in the Code of Ethics Ordinance are based on the Charter, Board Policy No. 03-05 (Code of Ethics), Leon County Human Resources Policies and Procedures, Board Policy No. 01-08 (Candidacy for Political Office, Employees and Volunteers), and the lobbyist regulations previously adopted and set forth in Chapter 2, Article XII of the Code of Laws.

The Ordinance amends Chapter 2, Article XII of the Leon County Code of Laws, to consist of three divisions: (1) General Provisions; (2) Standards of Conduct; and (3) Lobbyist Regulations. Division 1, General Provisions, consists of Sections 2-650 through 2-655, and includes the title and general purpose for the Code of Ethics, as well as an extensive list of definitions. This division also provides for the following:

- Advisory opinions. A County Commissioner or the County Administrator may request an advisory opinion from the County Attorney's Office with regard to the applicability and interpretation of a particular section in the Code of Ethics. The request will need to be in writing.
- Investigation; prosecution. This section provides that any alleged violations of the Code of Ethics will be as provided by law. For example, under Section 125.69(1), Florida Statutes, violations of county ordinances are prosecuted in the same manner as a misdemeanor.
- Penalties. The penalty for an intentional violation of the Code of Ethics shall be as specified in Section 125.69(1), Florida Statutes, and shall be supplemental to the penalty provisions of Section 1-9 of the Leon County Code of Laws. For example, in both Section 125.69(1), Florida Statutes, and Section 1-9 of the Code, the penalty would be a fine not to exceed \$500 and/or a jail term not to exceed 60 days.
- Conflicts. This section emulates the conflict provisions set forth in Section 2.5 of the Charter. The Code of Ethics will supplement, but not contradict or supersede, any statutory or administrative standards of conduct, and will not conflict with the power of the Governor or Senate to suspend or remove a county commissioner from office, or with the power of the people to recall a commissioner from office.

Division 2, Standards of Conduct, consists of Sections 2-660 through 2-675, and provides various standards pertaining to the conduct of County Commissioners, members of advisory bodies, and/or County employees.

- Solicitation or acceptance of things of value. Prohibits the solicitation or acceptance of gifts and things of value which are based on the understanding that the items were given to influence a vote or official action.
- Misuse of public position. Prohibits the use of public position to secure a special privilege, benefit, or exemption.
- Disclosure or use of certain information. Prohibits the disclosure or use of information, not available to the general public and gained by reason of the public position, for personal gain or benefit.
- Nepotism. This section pertains to the employment of relatives, and is based on the Leon County Human Resources Policy Section 2.05.
- Outside or concurrent employment. Subsections (a) and (b) pertain to outside or concurrent employment by county employees, and is based on Leon County Human Resources Policy Section 2.06. Subsection (c) provides that a County Commissioner may engage in outside

or concurrent employment where not otherwise inconsistent with the provisions of Chapter 112, Part III, Florida Statutes (the Code of Ethics for Public Officers and Employees).

- Solicitation; fundraising. Relates to solicitation of charitable contributions and political campaign contributions.
- Workplace harassment. Based on Leon County Human Resources Policies and Procedures Section 2.02.
- Lobbying restrictions following vacation of office. This section is based on an amendment to the Florida Constitution that will go into effect on December 31, 2022. Until December 31, 2022, no County Commissioner shall lobby the County for a period of two (2) years following vacation of the office of County Commissioner. Beginning December 31, 2022, no County Commissioner shall lobby the County for a period of six (6) years following vacation of the office of County Commissioner.
- County employee holding elective office. A county employee who successfully runs for and is elected to an elective public/political office, or who is appointed to an elective public/political office, must resign his or her employment with Leon County prior to taking such elective office.
- Non-interference in performance of duties. Based on Section 2-3(3) of the Charter.
- Non-interference in county real estate transactions. Based on Board Ethics Policy No. 03-05, Section 6.
- Prohibited communication in competitive solicitations. Pertains to communications concerning a request for proposal, request for qualification, request for bids, or any other competitive solicitation.
- Voting conflicts. Based on Board Ethics Policy Section 7.
- Doing business with the County. Based on Board Ethics Policy Section 6.
- Conflict of interest in employment or contractual relationship. Based on Board Ethics Policy Section 6.
- Additional exemptions. This section sets forth various exemptions to the standards of conduct. For example, County Commissioners are not prohibited from voting on a matter affecting the salary, expenses, or other compensation of County Commissioners.

Division 3, Lobbyist Regulations, amends the lobbyist regulations that were previously adopted by the Board and codified at Chapter 2, Article XII, Sections 2-700 through 2-705, of the Leon County Code. The definitions were moved and consolidated with the definitions set forth in Division 1 of the Code of Ethics Ordinance. The sections on “Prohibited conduct of county officials and employees” was moved to Section 2-660; “Prohibited communication” was moved to Section 2-671; and “Penalties” was moved to Section 2-654. The sections on “Registration of lobbyists,” “Exemptions,” “Validity of action,” “Quarterly compensation report” and “Maintaining registrations and compensation reports” received minor edits and were renumbered.

Title: Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Providing for a Code of Ethics for June 18, 2019 at 6:00 p.m.

May 14, 2019

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Should the Board approve scheduling the first and only public hearing to consider adoption of the proposed Code of Ethics Ordinance, a request to repeal Board Policy No. 03-05 (the Code of Ethics Policy), will also be proposed for the Board's consideration at that time. The Code of Ethics Policy would no longer be necessary once the Board adopts the Code of Ethics Ordinance.

Upon approval, the County will ensure the ethics ordinance is known and accessible to the public. In addition, the County already regularly provides ethics training for all County employees and has provided a user friendly "field manual" as a reference guide to reinforce the high standards of ethical behavior required of County employees.

Options:

1. Schedule first and only public hearing for June 18, 2019 at 6:00 p.m., to consider adoption of an Ordinance providing for a Code of Ethics (Attachment #1).
2. Do not schedule first and only public hearing for June 18, 2019 at 6:00 p.m., to consider adoption of an Ordinance providing for a Code of Ethics.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Ordinance

LEON COUNTY ORDINANCE NO. 2019-

1
2
3 **AN ORDINANCE OF THE BOARD OF COUNTY**
4 **COMMISSIONERS OF LEON COUNTY, FLORIDA,**
5 **AMENDING CHAPTER 2 OF THE CODE OF LAWS OF LEON**
6 **COUNTY, FLORIDA, ENTITLED “ADMINISTRATION”, BY**
7 **PROVIDING FOR A CODE OF ETHICS; RENAMING**
8 **ARTICLE XII, “LOBBYIST REGULATIONS”, AS “CODE OF**
9 **ETHICS”; AMENDING ARTICLE XII BY ADDING A NEW**
10 **DIVISION 1, “GENERAL PROVISIONS” AND NEW DIVISION**
11 **2, “STANDARDS OF CONDUCT”; RENUMBERING AND**
12 **AMENDING “LOBBYIST REGULATIONS”; PROVIDING FOR**
13 **CONFLICTS; PROVIDING FOR SEVERABILITY; AND**
14 **PROVIDING AN EFFECTIVE DATE.**

15
16 **RECITALS**

17
18 WHEREAS, on November 5, 2002, the citizens of Leon County adopted a Home Rule
19 Charter (the “Charter”), which provides for full home rule authority under the law and citizen
20 determination of the structure, powers, and functions of county government; and
21

22 WHEREAS, Section 5.2 of the Charter establishes the process for amending the Charter, one
23 of which is through a Citizen Charter Review Committee (“CCRC”) which must be convened every
24 eight years for the purpose of reviewing the Charter and proposing any amendments thereto for
25 consideration by the Leon County Board of County Commissioners (the “Board”); and
26

27 WHEREAS, the Board established the 2017-2018 CCRC, which conducted meetings and
28 public hearings, and recommended amending the Charter to provide a Code of Ethics ordinance
29 requirement; and
30

31 WHEREAS, on April 10, 2018, the Board conducted a public hearing and adopted Ordinance
32 No. 2018-06 to provide a Code of Ethics ordinance requirement in the Charter upon approval of the
33 voters at the November 6, 2018 General Election; and
34

35 WHEREAS, at the November 6, 2018 General Election the Leon County electorate voted
36 affirmatively to amend the Charter to provide for enactment by ordinance of a Code of Ethics to
37 prescribe standards of conduct for members of the Board, county employees, and members of boards
38 and committees created by the Board, no later than the first Board meeting in December of 2019; and
39

40 WHEREAS, Section 2.5 of the Charter provides that the Code of Ethics shall include, but not
41 be limited to, standards of conduct, offenses, penalties, and lobbyist regulations;
42

43 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
44 **COMMISSIONERS OF LEON COUNTY, FLORIDA, that:**
45
46

1
2 **Section 1. Amendments.**

3
4 Chapter 2 of the Code of Laws of Leon County, Florida, is hereby amended to read as
5 follows:

6
7 ~~ARTICLE XII—LOBBYIST REGULATIONS~~
8 **ARTICLE XII. CODE OF ETHICS**

9
10 **DIVISION 1. GENERAL PROVISIONS**

11
12 **Sec. 2-650. Title; purpose.**

13
14 (a) This article shall be known as the Leon County Code of Ethics.

15
16 (b) The purpose of this article is to continue to provide a high level of transparency and
17 ethical conduct in Leon County government.

18
19 **Sec. 2-651. Definitions.**

20
21 The following words, terms and phrases, when used in this article, shall have the meanings
22 ascribed to them in this section, except where the context clearly indicates a different meaning:

23
24 Advisory body means any board, committee, commission, council, or authority created or
25 established by the Board of County Commissioners.

26
27 Agency means any state, regional, county, local, or municipal government entity of this state,
28 whether executive, judicial, or legislative; any department, division, bureau, commission, authority,
29 or political subdivision of this state therein; or any public school, community college, or state
30 university; or any special district as defined in F.S. § 189.012.

31
32 Business associate means any person or entity engaged in or carrying on a business enterprise
33 with a County Commissioner, member of an advisory body, or county employee as a partner, joint
34 venturer, corporate shareholder where the shares of such corporation are not listed on any national or
35 regional stock exchange, or co-owner of property.

36
37 Business entity means any corporation, partnership, limited partnership, proprietorship, firm,
38 enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or
39 not, doing business in this state.

40
41 Communicate or communication shall include one-on-one meetings, discussions, telephone
42 calls, e-mails, text messages, and the use of other persons or electronic communications to convey
43 information or receive information.

44
45 Conflict of interest means a situation in which regard for a private interest tends to lead to
46 disregard of a public duty or interest.

1
2 Corruptly means done with a wrongful intent and for the purpose of obtaining, compensating,
3 or receiving compensation for, any benefit resulting from some act or omission of a public servant
4 which is inconsistent with the proper performance of his or her public duties.

5
6 County Commissioner means any member of the Leon County Board of County
7 Commissioners.

8
9 County employee means any person employed by the Leon County Board of County
10 Commissioners.

11
12 County Real Estate Transaction means any existing or proposed real estate transaction in
13 which the County is involved as either a buyer, seller, lessee, lessor, or is otherwise involved as a
14 party.

15
16 Gift means that which is accepted by a donee or by another on the donee's behalf, or that
17 which is paid or given to another for or on behalf of a donee, directly, indirectly, or in trust for the
18 donee's benefit or by any other means, for which equal or greater consideration is not given within
19 90 days. The term "consideration" does not include a promise to pay or otherwise provide something
20 of value unless the promise is in writing and enforceable through the courts. "Gift" would include
21 the following:

- 22
23 (a) Real property.
24
25 (b) The use of real property.
26
27 (c) Tangible or intangible personal property.
28
29 (d) The use of tangible or intangible personal property.
30
31 (e) A preferential rate or terms on a debt, loan, goods, or services, which rate is below the
32 customary rate and is not either a government rate available to all other similarly
33 situated government employees or officials or a rate which is available to similarly
34 situated members of the public by virtue of occupation, affiliation, age, religion, sex,
35 or national origin.
36
37 (f) Forgiveness of an indebtedness.
38
39 (g) Transportation, other than that provided in relation to officially approved
40 governmental business, lodging, or parking.
41
42 (h) Food or beverage.
43
44 (i) Membership dues.
45
46 (j) Entrance fees, admission fees, or tickets to events, performances, or facilities.

1
2 (k) Plants, flowers, or floral arrangements.

3
4 (l) Services provided by persons pursuant to a professional license or certificate.

5
6 (m) Other personal services for which a fee is normally charged by the person providing
7 the services.

8
9 (n) Any other similar service or thing having an attributable value not already provided
10 for in this section.

11
12 “Gift” does not include:

13
14 (a) Salary, benefits, services, fees, commissions, gifts, or expenses associated primarily
15 with the donee’s employment, business, or service as an officer or director of a
16 corporation or organization.

17
18 (b) Contributions or expenditures reported pursuant to F.S. ch. 106, campaign-related
19 personal services provided without compensation by individuals volunteering their
20 time, or any other contribution or expenditure by a political party.

21
22 (c) An honorarium or an expense related to an honorarium event paid to a person or the
23 person’s spouse.

24
25 (d) An award, plaque, certificate, or similar personalized item given in recognition of the
26 donee’s public, civic, charitable, or professional service.

27
28 (e) An honorary membership in a service or fraternal organization presented merely as a
29 courtesy by such organization.

30
31 (f) The use of a public facility or public property, made available by an agency, for a
32 public purpose.

33
34 (g) Transportation provided by an agency in relation to officially approved governmental
35 business.

36
37 (h) Gifts provided directly or indirectly by a state, regional, or national organization
38 which promotes the exchange of ideas between, or the professional development of,
39 governmental officials or employees, and whose membership is primarily composed
40 of elected or appointed public officials or staff, to members of that organization or
41 officials or staff of an agency that is a member of that organization.

42
43 Intangible personal property means intangible personal property as defined in F.S. §
44 192.001(11)(b).

1 Lobby or lobbying means communications by a lobbyist, whether written or oral, with a
2 County Commissioner, county employee, or member of an advisory body, whereby the lobbyist
3 seeks to encourage or influence the passage, defeat, modification or repeal of any item which may be
4 presented for vote before the Board of County Commissioners or any advisory body, or which may
5 be presented for consideration by a county employee as a recommendation to the Board or advisory
6 body.

7
8 Lobbyist means a person who is employed and receives payment for lobbying, or who
9 contracts for economic consideration for the purpose of lobbying, or a person who is principally
10 employed for governmental affairs by another person or agency to lobby on behalf of that other
11 person or agency.

12
13 Lobbying firm means a business entity, including an individual contract lobbyist, that receives
14 or becomes entitled to receive any compensation for lobbying, where any partner, owner, officer, or
15 employee of the business entity is a lobbyist.

16
17 Outside or concurrent employment means engaging in employment with any person or entity,
18 other than the County, in exchange for remuneration.

19
20 Material interest means direct or indirect ownership of more than five percent (5%) of the
21 total assets or capital stock of any business entity. Indirect ownership does not include ownership by
22 a spouse or minor child.

23
24 Principal means a person, firm, corporation, or other legal entity.

25
26 Property Manager means the individual or entity retained by the Board of County
27 Commissioners to lease and manage any County-owned property.

28
29 Purchasing agent means a County Commissioner, member of an advisory body, or county
30 employee having the authority to commit the expenditure of public funds through a contract for, or
31 the purchase of, any goods, services, or interest in real property for the County, as opposed to the
32 authority to request or requisition a contract or purchase by another person.

33
34 Relative means an individual who is related to a County Commissioner, member of an
35 advisory body, or county employee as: father; mother; son; daughter; brother; sister; uncle; aunt; first
36 cousin; nephew; niece; husband; wife; registered domestic partner; same-sex spouse; father, mother,
37 brother, sister, or children of the registered domestic partner or same-sex spouse; father-in-law;
38 mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; stepfather; stepmother;
39 stepson; stepdaughter; stepbrother; stepsister; half brother; half sister; grandparent; great grandparent;
40 grandchild; great grandchild; step grandparent; step great grandparent; step grandchild; step great
41 grandchild; person who is engaged to be married to the officer or employee or who otherwise holds
42 himself or herself out as or is generally known as the person whom the officer or employee intends to
43 marry or with whom the officer or employee intends to form a household; or any other natural person
44 having the same legal residence as the officer or employee.

1 Represent or representation means actual physical attendance on behalf of a client in a
2 County meeting or proceeding, the writing of letters or filing of documents on behalf of a client, or
3 personal communications made with a County Commissioner, member of an advisory body, or
4 county employee on behalf of a client.

5
6 Value of real property means the most recently assessed value in lieu of a more current
7 appraisal.

8
9 **Sec. 2-652. Advisory opinions.**

10
11 (a) When in doubt as to the applicability and interpretation of the Leon County Code of
12 Ethics, the County Administrator or any County Commissioner may request an advisory opinion
13 from the County Attorney's Office. Requests for advisory opinions shall be in writing and shall state
14 all material facts necessary for the County Attorney to understand the circumstances and render the
15 advisory opinion.

16
17 (b) The County Attorney's Office shall keep a file, open to the public, of all advisory
18 opinions issued.

19
20 **Sec. 2-653. Investigation; prosecution.**

21
22 The investigation or prosecution of any alleged violation of this article shall be as provided by
23 law.

24
25 **Sec. 2-654. Penalties.**

26
27 (a) The penalty for an intentional violation of this article shall be those specified in F.S. §
28 125.69(1), as may be amended from time to time, and shall be deemed supplemental to the penalties
29 set forth in section 1-9 of the Leon County Code of Laws.

30
31 (b) The failure of a lobbying firm to file the required quarterly compensation report as
32 required by division III of this article shall result in the imposition of a penalty equal to twice the
33 annual lobbyist registration fee.

34
35 **Sec. 2-655. Conflicts.**

36
37 (a) This article shall supplement and not contradict or supersede any statutory or
38 administrative standards of conduct which apply to any County Commissioner, member of an
39 advisory body, or county employee.

40
41 (b) This article shall not conflict with the power of the Governor to suspend a County
42 Commissioner, or of the Senate to remove a County Commissioner from office, or the power of the
43 people to recall a County Commissioner from office.

44
45 **DIVISION 2. STANDARDS OF CONDUCT**

1 **Sec. 2-660. Solicitation or acceptance of things of value.**
2

3 (a) Gifts. No County Commissioner, member of an advisory body, or county employee
4 shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of
5 future employment, favor, or service, based upon any understanding that the vote, official action, or
6 judgment of the County Commissioner, member of an advisory body, or county employee would be
7 influenced thereby.
8

9 (b) Lobbyist. No County Commissioner, member of an advisory body or county
10 employee shall solicit or accept as compensation, payment, favor, service, or thing of value from a
11 lobbyist or principal of the lobbyist when such County Commissioner, member of an advisory body,
12 or county employee knows, or with the exercise of reasonable care should know, that it was given to
13 influence a vote or recommendation favorable to the lobbyist or principal of the lobbyist.
14

15 (c) Unauthorized compensation. No County Commissioner, member of an advisory
16 body, or county employee, or his or her spouse or minor child, shall, at any time, solicit or accept any
17 compensation, payment, or thing of value when such County Commissioner member of an advisory
18 body, or county employee knows, or, with the exercise of reasonable care, should know, that it was
19 given to influence a vote or other action in which the County Commissioner, member of an advisory
20 body, or county employee was expected to participate in his or her official capacity.
21

22 **Sec. 2-661. Misuse of public position.**
23

24 No County Commissioner, member of an advisory body, or county employee shall corruptly
25 use or attempt to use his or her public position or any property or resource which may be within his
26 or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption
27 for himself, herself, or others. This section shall not be construed to conflict with F.S. § 104.31.
28

29 **Sec. 2-662. Disclosure or use of certain information.**
30

31 No County Commissioner, member of an advisory body, or county employee shall disclose or
32 use information not available to the general public and gained by reason of his or her public position
33 for his or her personal gain or benefit, or for the personal gain or benefit of any other person or
34 business entity.
35

36 **Sec. 2-663. Nepotism.**
37

38 (a) A relative of any County Commissioner shall not be eligible for employment in or
39 advancement to any position which reports directly to the County Commissioner.
40

41 (b) A relative of any county employee with supervisory responsibility shall not be eligible
42 for employment in or advancement to any position which reports directly to the supervisory
43 employee.
44

45 (c) A county employee shall not be eligible for advancement to any position with direct
46 supervisory responsibility over a position in which a relative is employed.

1
2 **Sec. 2-664. Outside or concurrent employment.**
3

4 (a) A county employee shall not engage in outside or concurrent employment which is, or
5 may be determined to be, inconsistent, incompatible, or in conflict with the duties, functions, or
6 responsibilities of his or her county employment.
7

8 (b) A county employee who desires to accept outside or concurrent employment in
9 addition to county employment shall follow the procedures set forth in the Leon County Board of
10 County Commissioners Human Resources Policies and Procedures Manual, as may be amended from
11 time to time.
12

13 (c) A County Commissioner may engage in outside or concurrent employment where not
14 otherwise inconsistent with the provisions of Chapter 112, Part III, Florida Statutes.
15

16 **Sec. 2-665. Solicitation; fundraising.**
17

18 (a) A county employee shall not solicit, or be solicited for, political campaign
19 contributions during county working hours or in county work areas.
20

21 (b) A county employee may solicit, or be solicited for, contributions for a non-profit
22 charitable organization, as defined under the Internal Revenue Code, during county working hours or
23 in county work areas upon approval of the County Administrator or designee, or the County Attorney
24 or designee, as appropriate.
25

26 (c) A County Commissioner shall not utilize county employees or county resources in the
27 solicitation of charitable contributions or political campaign contributions.
28

29 **Sec. 2-666. Workplace harassment.**
30

31 (a) Purpose. The purpose of this section is to provide a work environment free of
32 workplace harassment, and which encourages mutual respect, cooperation and understanding
33 amongst County Commissioners, members of an advisory body, and county employees.
34

35 (b) Application. This section applies to County Commissioners, members of an advisory
36 body, and county employees.
37

38 (c) Definition.
39

- 40 1. For purposes of this policy, harassment consists of unsolicited, offensive, or
41 retaliatory behavior based on race, sex, color, national origin, religion, age,
42 disability, ancestry, marital status, pregnancy, familial status, gender, gender
43 identity or expression, or sexual orientation, genetic information, or an
44 employee's exercise of their constitutional or statutory rights. Sexual
45 harassment consists of unsolicited, offensive behavior involving sexual
46 overtures or conduct, either verbal or physical. Neither harassment nor sexual

1 harassment refers to occasional comments of a socially acceptable nature to a
2 reasonable person. Harassment refers to behavior that is not welcome, that is
3 personally offensive, that lowers morale, and that, therefore, interferes with the
4 work environment.

5
6 2. Offensive comments about an employee's race, sex, color, national origin,
7 religion, age, disability, ancestry, marital status, pregnancy, familial status,
8 gender, gender identity or expression, sexual orientation, or genetic
9 information, or an employee's exercise of his or her constitutional or statutory
10 rights constitute harassment when:

11
12 (i) submission to such conduct is made either explicitly or
13 implicitly a term of an individual's employment;

14
15 (ii) submission to or rejection of such conduct by an individual is
16 used as a basis for employment decisions affecting such
17 individual; or

18
19 (iii) such conduct has the purpose or effect of unreasonably
20 interfering with an individual's work performance or creating an
21 intimidating, hostile or offensive working environment.

22
23 3. Harassment may also take the form of adverse employment actions such as
24 termination, demotion, or other adverse employment decisions which effect an
25 employee's working conditions, if such actions are taken on the basis of an
26 employee's race, sex, color, national origin, religion, age, disability, ancestry,
27 marital status, pregnancy, familial status, gender, gender identity or expression,
28 sexual orientation, genetic information, or an employee's exercise of his or her
29 constitutional or statutory rights. Employment actions that are based on an
30 employee's performance or other legitimate reasons are not harassment.

31
32 (d) *Complaint procedure.*

33
34 1. A county employee who believes he or she has been subjected to workplace
35 harassment must promptly bring the problem to the attention of the County. If
36 an employee believes that he or she has been harassed, the employee should
37 immediately report the problem to the employee's supervisor. If the complaint
38 involves the employee's supervisor, or if the employee is uncomfortable
39 presenting the issue to the employee's supervisor, the employee should inform
40 the Human Resources Director or Employee Relations Manager in the Human
41 Resources Division.

42
43 2. If a complaint of harassment/discrimination involves a County Commissioner,
44 a county employee should immediately report the problem to the Human
45 Resources Director, the Employee Relations Manager in the Division of
46 Human Resources, or the Chairman of the County Commission. If the

1 complaint involves the Chairman of the County Commission, or if the
2 employee is uncomfortable presenting the issue to the Chairman, then the
3 employee should inform the Vice-Chairman of the County Commission, the
4 Human Resources Director, or the Employee Relations Manager in the Human
5 Resources Division. At that time, the Human Resources Director will refer the
6 complaint to a private law firm or private entity outside the County's political
7 jurisdiction, to investigate the claim. This step should be complied with prior
8 to notification to the Board of County Commissioners, County Administrator,
9 or County Attorney. Once the complaint has been referred to the outside
10 private agency or law firm for investigation, then the party involved in the
11 complaint is notified.

12
13 3. Each complaint will be immediately and thoroughly investigated in a
14 professional manner. All harassment complaints reported to a supervisor, or
15 any member of management, shall be promptly reported to the Employee
16 Relations Manager or the Human Resources Director.

17
18 4. Actions taken to investigate and resolve harassment complaints shall be
19 conducted confidentially, to the extent practicable, appropriate, and legally in
20 order to protect the privacy of persons involved. The person who is accused of
21 engaging in harassing behavior will be notified and given an opportunity to
22 respond verbally and/or in writing. Investigation may include interviews with
23 the parties involved in the incident, and if necessary, with individuals who may
24 have observed the incident or conduct or who have relevant knowledge.

25
26 5. The complainant will be notified of a decision or the status of the investigation
27 in a timely manner. There will be no discrimination or retaliation against any
28 individual who files a good-faith harassment complaint, even if the
29 investigation produces insufficient evidence to support the complaint, and even
30 if the charges cannot be proven. There will be no discrimination or retaliation
31 against any other individual who participates in the investigation of a
32 harassment complaint.

33
34 6. If the investigation substantiates the complaint, appropriate corrective and/or
35 disciplinary action will be swiftly pursued. Disciplinary action, which may
36 include discharge, will also be taken against individuals who make false or
37 frivolous accusations, such as those made maliciously or recklessly. If the
38 investigation substantiates a complaint against a County Commissioner, the
39 report shall be referred to the Florida Commission on Ethics for their further
40 handling.

41
42 7. If deemed to be in the County's best interest, the complainant, the respondent
43 or both, may be placed on leave with pay during the investigation process.
44 This decision will be made by the County Administrator or designee (for a
45 county employee), the County Attorney or designee (for a County Attorney

1 employee), the Chairperson (for another Commissioner's Aide or Board
2 Appointee), or the Vice Chairperson (for the Chairperson's Aide).

3
4 **Sec. 2-667. Lobbying restrictions following vacation of office.**

5
6 From the effective date of this article until December 31, 2022, no County Commissioner
7 shall lobby the County for a period of two (2) years following vacation of the office of County
8 Commissioner. Effective December 31, 2022, no County Commissioner shall lobby the County for a
9 period of six (6) years following vacation of the office of County Commissioner.

10
11 **Sec. 2-668. County employee holding elective office.**

12
13 A county employee who successfully runs for and is elected to an elective public/political
14 office, or who is appointed to an elective public/political office, shall resign his or her employment
15 with Leon County prior to taking such elective office.

16
17 **Sec. 2-669. Non-interference in performance of duties.**

18
19 (a) Except for the purpose of inquiry and information, no County Commissioner shall
20 interfere with the performance of the duties of any county employee who is under the direct or
21 indirect supervision of the County Administrator or County Attorney by giving said employee
22 instructions or directives. Such action shall constitute malfeasance within the meaning of Article IV,
23 Section 7(a) of the Florida Constitution.

24
25 (b) Nothing contained in this section shall prevent a County Commissioner from
26 discussing any county policy or program with a citizen or referring a citizen complaint or request for
27 information to the County Administrator or County Attorney.

28
29 **Sec. 2-670. Non-interference in county real estate transactions.**

30
31 The following provisions are intended to assure the integrity of the competitive bidding
32 process is preserved, agreements are negotiated at arms-length and consistently enforced, and that no
33 County Commissioner utilizes his or her public position or any property within his or her trust, to
34 secure a special privilege, benefit, or exemption for himself, herself, or others.

35
36 (a) No County Commissioner shall knowingly communicate with any individual or entity,
37 or their employees, officers, or agents, involved as a party in any County Real Estate Transaction,
38 unless the communication is:

- 39
40 1. Part of the transactional process expressly described in a request for bids or
41 other such solicitation invitation;
42
43 2. Part of a noticed meeting of the Board of County Commissioners; or
44
45 3. Incidental and does not include any substantive issues involving a County Real
46 Estate Transaction in which such individual or entity is a party.

1
2 (b) A County Commissioner who receives a communication in violation of this section
3 shall place in the record at the next regular meeting of the Board of County Commissioners, the
4 following:

5
6 1. Any and all such written communications;

7
8 2. Memoranda stating the substance of any and all such oral communications;

9 and

10
11 3. Any and all written responses to such communications, and memoranda stating
12 the substance of any and all oral responses thereto.

13
14 (c) No County Commissioner shall directly or indirectly coerce or attempt to coerce the
15 County Administrator, the County Attorney, the Property Manager, or any other county employee,
16 with respect to any County Real Estate Transaction.

17
18 (d) In accordance with the Real Estate Policy (Board of County Commissioners Policy
19 No. 16-5, as may be amended from time to time) and Leon County Administrative Code (Ch. 2,
20 Article X, Leon County Code, as may be amended from time to time), the County Administrator or
21 designee shall be responsible for the management of any county-owned property, including the
22 enforcement and termination of lease and license agreements. Except for the purpose of inquiry,
23 County Commissioners shall not communicate directly or indirectly, give directions, or otherwise
24 interfere with these property management responsibilities.

25
26 (e) Any communication outside a noticed meeting of the Board of County Commissioners
27 between a County Commissioner, or his or her aide, and the County Administrator, the County
28 Attorney, the Property Manager, and/or any county employee, which communication involves a
29 substantive issue in a County Real Estate Transaction, shall be summarized in writing
30 (Communication Summary) no later than three (3) working days after the communication, as follows:

31
32 1. The template provided on the county intranet is the preferred format for the
33 Communication Summary. Other forms of effective written communication,
34 such as e-mail, are acceptable.

35
36 2. The Communication Summary shall include, at a minimum, the name of the
37 persons involved in the communication, the date of the communication, the
38 subject matter of the communication, and the way in which the communication
39 was ended. The Communication Summary may also include the remarks of
40 the persons involved.

41
42 3. The completed Communication Summary shall be provided to the Chairperson
43 of the Board of County Commissioners, unless the communication involved
44 the Chairperson in which case it shall be provided to the Vice-Chairperson. A
45 copy of the Communication Summary shall also be provided to the County
46 Administrator and County Attorney.

1
2 **Sec. 2-671. Prohibited communication in competitive solicitations.**
3

4 (a) Prohibition. Any form of communication, except for written correspondence, shall be
5 prohibited concerning a request for proposal, request for qualification, request for bids, or any other
6 competitive solicitation between:

- 7
8 1. Any person or person's representative seeking an award from such competitive
9 solicitation; and
10
11 2. Any County Commissioner or county employee authorized to act on behalf of
12 the Board of County Commissioners to award a contract.
13

14 For the purpose of this section, a person's representative shall include, but not be limited to, the
15 person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential
16 subcontractor or consultant of the person.
17

18 (b) Exemptions.
19

- 20 1. The provisions of this section shall not apply to oral communications at any
21 public proceeding, including pre-bid conferences, oral presentations before
22 selection committees, contract negotiations during any public meetings,
23 presentations made to the Board of County Commissioners, and protest
24 hearings.
25
26 2. The provisions of this section shall not apply to contract negotiations between
27 any county employee and the intended awardee, any dispute resolution process
28 following the filing of a protest between the person filing the protest and any
29 county employee, or any written correspondence with any County
30 Commissioner, county employee, member of an advisory body, or selection
31 committee member, unless specifically prohibited by the applicable
32 competitive solicitation process.
33

34 (c) Effective date of prohibition. The provisions of this section shall be in effect as of the
35 date of the deadline to submit the proposal, bid, or other response to a competitive solicitation.
36

37 (d) Termination of prohibition. The provisions of this section shall terminate at the time
38 the Board of County Commissioners, or county employee authorized to act on behalf of the Board,
39 awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the
40 competitive solicitation process.
41

42 **Sec. 2-672. Voting conflicts.**
43

44 (a) County Commissioners. No County Commissioner shall vote in an official capacity
45 upon any measure which would inure to his or her special private gain or loss; which he or she knows
46 would inure to the special private gain or loss of any principal by whom he or she is retained or to the

1 parent organization or subsidiary of a corporate principal by which he or she is retained, other than an
2 agency as defined in F.S. § 112.312(2); or which he or she knows would inure to the special private
3 gain or loss of a relative or business associate of the County Commissioner.
4

5 Such County Commissioner shall, prior to the vote being taken, publicly state to the assembly
6 the nature of the interest in the matter from which he or she is abstaining from voting and, within
7 fifteen (15) days after the vote occurs, disclose the nature of his or her interest as a public record in a
8 memorandum filed with the person responsible for recording the minutes of the meeting, who shall
9 incorporate the memorandum in the minutes.
10

11 (b) *Members of advisory body.* No member of an advisory body shall vote in an official
12 capacity upon any measure which would inure to the member's special private gain or loss; which the
13 member knows would inure to the special private gain or loss of any principal by whom he or she is
14 retained or to the parent organization or subsidiary of a corporate principal by which he or she is
15 retained; or which he or she knows would inure to the special private gain or loss of a relative or
16 business associate of the member of an advisory body.
17

18 Such member of an advisory body shall, prior to the vote being taken, publicly state to the
19 assembly the nature of the interest in the matter from which he or she is abstaining from voting and,
20 within fifteen (15) days after the vote occurs, disclose the nature of his or her interest as a public
21 record in a memorandum filed with the person responsible for recording the minutes of the meeting,
22 who shall incorporate the memorandum in the minutes.
23

24 (c) *Appointment or reappointment.* Whenever a County Commissioner or member of an
25 advisory body, or former County Commissioner or advisory body member, is being considered for
26 appointment or reappointment to an advisory body, the appointing body shall take into consideration
27 the number and nature of the conflicts of interest previously filed under this section by said County
28 Commissioner or member of an advisory body.
29

30 **Sec. 2-673. Doing business with the County.**
31

32 (a) *Prohibition.*
33

34 1. No county employee acting in his or her official capacity as a purchasing
35 agent, or County Commissioner or member of an advisory body acting in his
36 or her official capacity, shall either directly or indirectly purchase, rent, or
37 lease any realty, goods, or services for the County from any business entity of
38 which the County Commissioner, member of an advisory body, or county
39 employee has a material interest.
40

41 2. No county employee acting in his or her official capacity as a purchasing
42 agent, or County Commissioner or member of an advisory body acting in his
43 or her official capacity, shall either directly or indirectly purchase, rent, or
44 lease any realty, goods, or services for the County from any business entity of
45 which the spouse or child of the County Commissioner, member of an

1 advisory body, or county employee is an officer, partner, director, or proprietor
2 and has a material interest.

3
4 3. No County Commissioner, member of an advisory body, or county employee,
5 acting in a private capacity, shall rent, lease, or sell any realty, goods, or
6 services to the County.

7
8 (b) Waiver for members of advisory body. The requirements of this section, as they
9 pertain to persons serving on an advisory body, may be waived in a particular instance by the body
10 which appointed the person to the advisory body, upon a full disclosure of the transaction or
11 relationship to the appointing body prior to the waiver, and an affirmative vote in favor of the waiver
12 by two-thirds vote of the appointing body. In instances in which appointment to the advisory body is
13 made by an individual, waiver may be effected after a public hearing by determination by the
14 appointing entity and full disclosure of the transaction or relationship by the appointee to the
15 appointing entity.

16
17 (c) Exemptions.

18
19 1. This section shall not affect or be construed to prohibit contracts entered into
20 prior to:

21
22 (i) Qualification for the elective office of County Commissioner.

23
24 (ii) Appointment to an advisory body.

25
26 (iii) Beginning county employment.

27
28 2. Additional exemptions to the requirements of this section are provided in
29 section 2-675 of this division.

30
31 **Sec. 2-674. Conflict of interest in employment or contractual relationship.**

32
33 (a) Prohibition. No County Commissioner, member of an advisory body, or county
34 employee shall have or hold any employment or contractual relationship with any business entity or
35 any agency which is subject to the regulation of, or is doing business with, the County, excluding
36 those organizations and their officers who, when acting in their official capacity, enter into or
37 negotiate a collective bargaining contract with the state or any municipality, county, or other political
38 subdivision of the state; nor shall a County Commissioner, member of an advisory body, or county
39 employee have or hold any employment or contractual relationship that will create a continuing or
40 frequently recurring conflict of interest between his or her private interests and the performance of
41 his or her public duties, or that would impede the full and faithful discharge of his or her public
42 duties.

43
44 (b) Waiver for members of advisory body. The requirements of this section, as they
45 pertain to persons serving on an advisory body, may be waived in a particular instance by the body
46 which appointed the person to the advisory body, upon a full disclosure of the transaction or

1 relationship to the appointing body prior to the waiver, and an affirmative vote in favor of the waiver
2 by two-thirds vote of the appointing body. In instances in which appointment to the advisory body is
3 made by an individual, waiver may be effected after a public hearing by determination by the
4 appointing entity and full disclosure of the transaction or relationship by the appointee to the
5 appointing entity.

6
7 (c) Exemptions.
8

- 9
10 1. If the Board of County Commissioners exercises regulatory power over a
11 business entity residing in another agency, or when the regulatory power
12 which the Board exercises over the business entity or agency is strictly through
13 the enactment of laws or ordinances, then employment or a contractual
14 relationship with such business entity by a County Commissioner, member of
15 an advisory body, or county employee shall not be prohibited by this section or
16 be deemed a conflict of interest.
17
18 2. This section shall not prohibit a County Commissioner, member of an advisory
19 body, or county employee from practicing in a profession or occupation when
20 such practice is required or permitted by law or ordinance.
21
22 3. Additional exemptions to the requirements of this section are provided in
23 section 2-675 of this division.

24 **Sec. 2-675. Additional exemptions.**
25

26 The following are additional exemptions to the provisions of this division.
27

28 (a) Matters affecting compensation.
29

- 30 1. No County Commissioner shall be prohibited from voting on a matter affecting
31 his or her salary, expenses, or other compensation as a County Commissioner,
32 as provided by law.
33
34 2. The County Administrator shall not be prevented from considering any matter
35 affecting his or her salary, expenses, or other compensation as the county
36 administrator, as provided by law.
37
38 3. The County Attorney shall not be prevented from considering any matter
39 affecting his or her salary, expenses, or other compensation as the local
40 government attorney, as provided by law.
41

42 (b) Bank affiliation. The fact that a County Commissioner, member of an advisory body,
43 or county employee is a stockholder, officer, or director of a bank will not bar such bank from
44 qualifying as a depository of funds coming under the jurisdiction of the County, provided it appears
45 in the record that the Board of County Commissioners has determined that such County

1 Commissioner, member of an advisory body, or county employee has not favored such bank over
2 other qualified banks.

3
4 (c) Exemption for certain business transactions. No County Commissioner, member of
5 an advisory body, or county employee shall be held in violation of Code of Ethics s. 2-673, "Doing
6 Business with the County," or s. 2-674, "Conflict of Interest in Employment or Contractual
7 Relationship," if:

8
9 1. The business is transacted under a rotation system whereby the business
10 transactions are rotated among all qualified suppliers of the goods or services
11 within the County.

12
13 2. The business is awarded under a system of sealed, competitive bidding to the
14 lowest or best bidder, and:

15
16 (i) The County Commissioner, member of an advisory body, or county
17 employee, or spouse or child of the County Commissioner, member of
18 an advisory body, or county employee, has in no way participated in
19 the determination of the bid specifications or the determination of the
20 lowest or best bidder.

21
22 (ii) The County Commissioner, member of an advisory body, or county
23 employee, or spouse or child of the County Commissioner, member of
24 an advisory body, or county employee, has in no way used or attempted
25 to influence or persuade the County or any personnel thereof to enter
26 such a contract other than by the mere submission of the bid.

27
28 (iii) The County Commissioner or member of an advisory body, prior to or
29 at the time of the submission of the bid, has filed a disclosure statement
30 with the County.

31
32 3. The purchase or sale is for legal advertising in a newspaper, for any utilities
33 service, or for passage on a common carrier.

34
35 4. An emergency purchase or contract, which would otherwise violate Code of
36 Ethics s. 2-673 or s. 2-674, must be made in order to protect the health, safety,
37 or welfare of the citizens of the state or any political subdivision thereof.

38
39 5. The business entity involved is the only source of supply within the County
40 and there is full disclosure by the County Commissioner or member of an
41 advisory body of his or her interest in the business entity to the Board of
42 County Commissioners prior to the purchase, rental, sale, leasing, or other
43 business being transacted.

44
45 6. The total amount of the transactions in the aggregate between the business
46 entity and the County does not exceed \$500 per calendar year.

1
2 7. The County Commissioner, member of an advisory body, or county employee
3 purchases in a private capacity goods or services, at a price and upon terms
4 available to similarly situated members of the general public, from a business
5 entity which is doing business with the County.

6
7 8. The County Commissioner, member of an advisory body, or county employee
8 in a private capacity purchases goods or services from a business entity which
9 is subject to the regulation of the County and:

10
11 (i) The price and terms of the transaction are available to similarly
12 situated members of the general public; and

13
14 (ii) The County Commissioner, member of an advisory body, or
15 county employee makes full disclosure of the relationship to the
16 Board of County Commissioners prior to the transaction.

17
18 (d) Exemption for tax-exempt organization. No County Commissioner, member of an
19 advisory body, or county employee shall be held in violation of Code of Ethics s. 2-673, “Doing
20 Business with the County,” or s. 2-674, “Conflict of Interest in Employment or Contractual
21 Relationship,” if the County Commissioner, member of an advisory body, or county employee
22 maintains an employment relationship with an entity which is currently a tax-exempt organization
23 under s. 501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a
24 business relationship with the County, and:

25
26 1. The County Commissioner, member of an advisory body, or county employee
27 is not directly or indirectly compensated as a result of such contract or business
28 relationship;

29
30 2. The County Commissioner, member of an advisory body, or county employee
31 has in no way participated in the county’s decision to contract or to enter into
32 the business relationship with his or her employer, whether by participating in
33 discussion at the meeting, by communicating with a County Commissioner,
34 member of an advisory body, or county employee, or otherwise; and

35
36 3. The County Commissioner or member of an advisory body abstains from
37 voting on any matter which may come before the Board of County
38 Commissioners involving the officer’s employer, publicly states to the
39 assembly the nature of the County Commissioner or member of an advisory
40 body’s interest in the matter from which he or she is abstaining, and files a
41 written memorandum as provided in F.S. § 112.3143.

42
43 **DIVISION 3. LOBBYIST REGULATIONS**

44
45 **Sec. 2 700. Definitions.**

1 The following words, terms and phrases, when used in this division, shall have the meanings
2 ascribed to them in this section, except where the context clearly indicates a different meaning:
3

4 ~~(a) Lobbying shall mean communications, whether written or oral, by a lobbyist with any~~
5 ~~member or members of the Board of County Commissioners, or any member or members of any~~
6 ~~decision making body under the jurisdiction of the board, or any county employee, whereby the~~
7 ~~lobbyist seeks to encourage or influence the passage, defeat, modification or repeal of any item which~~
8 ~~may be presented for vote before the Board of County Commissioners, or any decision making body~~
9 ~~under the jurisdiction of the board, or which may be presented for consideration by a county~~
10 ~~employee as a recommendation to the board, or decision making body.~~

11
12 ~~(b) Lobbyist means a person who is employed and receives payment, or who contracts for~~
13 ~~economic consideration, for the purpose of lobbying, or a person who is principally employed for~~
14 ~~governmental affairs by another person or governmental entity to lobby on behalf of that other person~~
15 ~~or governmental entity.~~

16
17 ~~(c) Lobbying firm means a business entity, including an individual contract lobbyist, that~~
18 ~~receives or becomes entitled to receive any compensation for the purpose of lobbying, where any~~
19 ~~partner, owner, officer, or employee of the business entity is a lobbyist.~~

20
21 ~~(d) Principal shall mean a person, firm, corporation, or other legal entity which has employed~~
22 ~~or retained a lobbyist.~~

23
24 ~~(e) Employee shall mean the county administrator, county attorney, executive director of~~
25 ~~tourist development, commission staff, and all persons employed by the board of county~~
26 ~~commissioners.~~

27
28 ~~(f) Decision making body shall mean any body established by the board of county~~
29 ~~commissioners.~~

30
31 **Sec. 2 701. Registration of lobbyists.**

32 **Sec. 2-680. Registration of lobbyists.**

33
34 (a) All lobbyists, as defined herein, shall register with the clerk of the Board of County
35 Commissioners on an annual basis, including payment of a non-refundable \$25.00 fee for each
36 principal so represented, prior to engaging in any lobbying. Registration shall be updated annually to
37 add or withdraw principals, and at least each time a lobbyist commences lobbying on behalf of any
38 new principale.

39
40 (b) Each lobbyist shall be required to register on forms prepared by the clerk of the
41 ~~Board of County Commissioners~~. The lobbyist shall state under oath his or her name, business
42 address, the name and business address of each principal represented, that the principal has actually
43 retained the lobbyist, the general and specific areas of legislative interest, and the nature and extent of
44 any direct business association or partnership with any current ~~member of the Board of County~~
45 ~~Commissioners, county employee, or person sitting serving on an advisory decision-making body.~~
46 Each lobbying firm may register in the name of such firm, corporation or legal entity, provided the

1 registration and the payment of the lobbyist fees shall be for each of the persons who engage in
2 lobbying as defined in this article.

3
4 (c) Failure to register, or providing false information in the lobbyist registration form,
5 shall constitute a violation of this article.

6
7 ~~Sec. 2-702. Exemptions.~~

8 Sec. 2-681. Exemptions.

9
10 The following persons are not lobbyists as defined in this article ~~section 2-700(b)~~, and shall
11 not be required to register as lobbyists or to keep records as lobbyists:

12
13 (1) Leon County employees discussing government business;

14
15 (2) Law enforcement personnel conducting an investigation;

16
17 (3) Persons who communicate with ~~board members~~ County Commissioners or county
18 employees in an individual capacity for the purpose of self-representation, or on behalf of a family
19 member, without compensation or reimbursement;

20
21 (4) Consultants under contract with Leon County who communicate with County
22 eCommissioners or county employees regarding issues related to the scope of services in their
23 contract;

24
25 (5) Any government officials or employees who are acting in their official capacity or in
26 the normal course of their duties, unless they are ~~proposing~~ submitting a bid or proposal in a
27 competitive procurement, or are government employees principally employed for, or whose
28 substantial duties pertain to, governmental affairs lobbying;

29
30 (6) Persons who make purely factual informational requests to a ~~member of the board of~~
31 county County eCommissioners, member of an advisory ~~a decision-making~~ body, or county
32 employee with no intent to affect a decision or recommendation on any item; and

33
34 (7) Persons or representatives of organizations contacted by a ~~member of the board of~~
35 eCounty eCommissioners, member of an advisory body, ~~a decision-making board~~, or county
36 employee when the contact is initiated by that County Commissioner ~~board member~~, member of an
37 advisory body ~~decision-making board member~~, or county employee in his or her official capacity in
38 the normal course of his or her duties to obtain factual information only.

39
40 ~~Sec. 2-703. Validity of action.~~

41 Sec. 2-682. Validity of action.

42
43 The validity of any decision, action, or determination made by the Board of County
44 Commissioner ~~commission~~, advisory body, ~~decision-making board~~ or county employee shall not be
45 affected by the failure of any person to comply with the provisions of this division. ~~article~~.

1 ~~Sec. 2-704. Quarterly compensation report.~~

2 Sec. 2-683. Quarterly compensation report.

3
4 Each lobbying firm shall file a compensation report, signed under oath, with the clerk of the
5 ~~h~~Board of ~~e~~County ~~e~~Commissioners for each calendar quarter during any portion of which such a
6 lobbyist or lobbyist firm was registered under this division ~~article~~ to represent a principal (hereinafter
7 “reporting period”).
8

9 (1) Each lobbying firm shall file a quarterly compensation report with the clerk of the
10 ~~board~~ Board of County Commissioners for each calendar quarter during any portion of which the
11 lobbyist or one or more of the firm’s lobbyists were registered to represent a principal. The report
12 shall include the:

- 13
- 14 a. Full name, business address, and telephone number of the lobbying firm;
 - 15
 - 16 b. Name of each of the firm’s lobbyists; and
 - 17
 - 18 c. Total compensation provided or owed to the lobbying firm from all principals for the
19 reporting period, reported in one of the following categories: \$0.00; \$1.00 to
20 \$49,999.00; \$50,000.00 to \$99,999.00; \$100,000.00 to \$249,999.00; \$250,000.00 to
21 \$499,999.00; \$500,000.00 to \$999,999.00; \$1 million or more.
22

23 (2) For each principal represented by one or more of the firm’s lobbyists, the quarterly
24 compensation report shall also include the:

- 25
- 26 a. Full name, business address, and telephone number of the principal; and
 - 27
 - 28 b. Total compensation provided or owed to the lobbying firm for the reporting period
29 from such principal, reported in one of the following categories: \$0.00; \$1.00 to
30 \$9,999.00; \$10,000.00 to \$19,999.00; \$20,000.00 to \$29,999.00; \$30,000.00 to
31 \$39,999.00; \$40,000.00 to \$49,999.00; or \$50,000.00 or more. If the category
32 "\$50,000 or more" is selected, the specific dollar amount of compensation must be
33 reported, rounded up or down to the nearest \$1,000.00.
34

35 (3) The quarterly compensation reports shall be filed no later than 30 days after the end of
36 each reporting period. The four reporting periods are from January 1 through March 31, April 1
37 through June 30, July 1 through September 30, and October 1 through December 31, respectively.
38 The quarterly compensation reports shall be filed in the form provided by the clerk of the Board of
39 County Commissioners, and the quarterly reporting shall commence on January 1 of each year.
40

41 ~~(4) Failure to file a required quarterly compensation report with the clerk of the board~~
42 ~~shall result in the imposition of a penalty equal to twice the annual lobbyist registration fee.~~
43

44 ~~Sec. 2-705. Maintaining Registrations and Compensation Reports.~~

45 Sec. 2-684. Maintaining registrations and compensation reports.

1 The clerk of the ~~h~~Board of ~~e~~County ~~e~~Commissioners shall accept and maintain the lobbyist
2 registrations and quarterly compensation reports, which shall be open for public inspection.
3

4 **~~Sec. 2 706. Prohibited conduct of county officials and employees.~~**
5

6 No member of the board of county commissioners or County employee of Leon County shall
7 solicit or accept as compensation, payment, favor, service, or thing of value from a lobbyist or
8 principal when such member of the board of county commissioners or County employee, as specified
9 above, knows, or with the exercise of reasonable care, should know, that it was given to influence a
10 vote or recommendation favorable to the lobbyist or principal.
11

12 **~~Sec. 2 707. Prohibited communication.~~**
13

14 (a) ~~Any form of communication, except for written correspondence, shall be prohibited~~
15 ~~regarding a particular request for proposal, request for qualification, bid, or any other competitive~~
16 ~~solicitation between:~~
17

18 (1) ~~Any person or person's representative seeking an award from such competitive~~
19 ~~solicitation; and~~
20

21 (2) ~~Any county commissioner or commissioner's staff, or any county employee~~
22 ~~authorized to act on behalf of the commission to award a particular contract.~~
23

24 (b) ~~For the purpose of this section, a person's representative shall include, but not be~~
25 ~~limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or~~
26 ~~potential subcontractor or consultant of the person.~~
27

28 (c) ~~The prohibited communication shall be in effect as of the deadline to submit the~~
29 ~~proposal, bid, or other response to a competitive solicitation.~~
30

31 (d) ~~The provisions of this section shall not apply to oral communications at any public~~
32 ~~proceeding, including pre bid conferences, oral presentations before selection committees, contract~~
33 ~~negotiations during any public meetings, presentations made to the board, and protest hearings.~~
34 ~~Further, the provisions of this section shall not apply to contract negotiations between any employee~~
35 ~~and the intended awardee, any dispute resolution process following the filing of a protest between the~~
36 ~~person filing the protest and any employee, or any written correspondence with any employee,~~
37 ~~county commissioner, or decision making board member, or selection committee member, unless~~
38 ~~specifically prohibited by the applicable competitive solicitation process.~~
39

40 (e) ~~The provisions of this section shall not apply to any purchases made in an amount less~~
41 ~~than the competitive bid threshold of \$20,000.00, as set forth in Leon County Purchasing Policy No.~~
42 ~~96-1, as amended.~~
43

44 (f) ~~The provisions of this section shall terminate at the time the board, or a county~~
45 ~~department authorized to act on behalf of the board, awards or approves a contract, rejects all bids or~~
46 ~~responses, or otherwise takes action which ends the solicitation process.~~

1
2 **Sec. 2 708. Penalties.**

3
4 ~~_____ The penalties for an intentional violation of this article shall be those specified in F.S. §~~
5 ~~125.69(1), as amended, and shall be deemed supplemental to the penalties set forth in section 1-9 of~~
6 ~~this Code.~~

7
8 **Section 2. Conflicts.**

9
10 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are
11 hereby repealed to the extent of such conflict, except to the extent of any conflicts with the
12 Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail over
13 any parts of this ordinance which are inconsistent, either in whole or in part, with the said
14 Comprehensive Plan.

15
16 **Section 3. Severability.**

17
18 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of
19 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions
20 and portions of this Ordinance shall remain in full force and effect.

21
22 **Section 4. Effective Date.**

23
24 This ordinance shall have effect upon becoming law.

25
26 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
27 Florida, this _____ day of _____, 2019.

28
29 LEON COUNTY, FLORIDA

30
31
32 By: _____
33 Jimbo Jackson, Chairman
34 Board of County Commissioners

35
36 ATTESTED BY:
37 Gwendolyn Marshall, Clerk of Court
38 & Comptroller, Leon County, Florida

39
40
41 By: _____

42
43 APPROVED AS TO FORM:
44 Leon County Attorney's Office

45
46
47 By: _____

1 Herbert W. A. Thiele, Esq.
2 County Attorney
3
4 F96-00031

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, Esq., County Attorney 

Title: Consideration of Entering into Interlocal Agreement between Leon County, Florida and the Gulf Consortium for Provision of Certain Legal Services

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, Esq., County Attorney
Lead Staff/ Project Team:	Herbert W.A. Thiele, Esq., County Attorney

Statement of Issue:

The Leon County Attorney's Office has been contacted by counsel for the Gulf Consortium to consider a potential Interlocal Agreement for the Leon County Attorney's Office to act as conflict counsel whenever a matter related to Wakulla County or Okaloosa County comes to the Consortium.

Fiscal Impact:

This item has a fiscal impact. The Consortium will agree to pay to the County for the provision of any such counsel services at an hourly rate of \$250 per hour.

Staff Recommendation:

Option #1: Approve and authorize the execution of the Interlocal Agreement between Leon County, Florida and the Gulf Consortium for legal services (Attachment #1).

Report and Discussion

Background:

Following the oil spill caused by the Deepwater Horizon oil platform, certain funding provided by the “Restore Act” caused a “consortium” of 23 member counties (not including Leon County) to be created to assist in the economic and environmental recovery of the Gulf Coast of Florida following the Deepwater Horizon oil spill. The Consortium, as recipient of Restore Act grant funds, is responsible for preparing, processing, and overseeing grant application from the 23 member counties. The Tallahassee based law firm of Nabors, Giblin & Nickerson acts as General Counsel to the Consortium, while also serving as the County Attorney’s Office for Okaloosa and Wakulla Counties, two of the member counties that make up the Consortium. Due to concerns over conflicts of interest, the General Counsel to the Consortium contacted the County Attorney’s Office to seek interest in acting as “conflict counsel” whenever Wakulla or Okaloosa Counties’ grant applications, programs, projects and activities are included in the Expenditures Plan.

Since Leon County has previously entered into an Interlocal Agreement to assist the Consortium in the provision of purchasing services, and the Consortium has utilized the Leon County Clerk of Court to assist in finance matters, the County Attorney’s Office believed that this was an appropriate activity with which to assist the Consortium in completing their programs and projects.

Analysis:

It is the belief of the Leon County Attorney that the services to be provided herein are not significant and can be absorbed by the existing staff in the Leon County Attorney’s Office. In addition, the County Attorney’s Office would be able to bill at the hourly rate of \$250 per hour for such services rendered to the Gulf Consortium. The Leon County Attorney’s Office was previously a member of the task force created by the Florida Association of County Attorneys to assist the Florida Association of Counties with their initial Deepwater Horizon oil spill legal issues.

Options:

1. Approve and authorize the execution of the Interlocal Agreement between Leon County, Florida and the Gulf Consortium for legal services (Attachment #1).
2. Do not approve and authorize the execution of the Interlocal Agreement between Leon County, Florida and the Gulf Consortium for legal services.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Interlocal Agreement between Leon County, Florida and the Gulf Consortium for Legal Services

INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND THE GULF CONSORTIUM FOR LEGAL SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “County”); and the GULF CONSORTIUM, a legal entity and public body and a unit of local government (the “Consortium”).

RECITALS

WHEREAS, this Agreement is entered into pursuant to section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, pursuant to the RESTORE ACT, the Consortium developed a State Expenditure Plan (the “SEP”) for economic and environmental recovery of the Gulf Coast of Florida following the Deepwater Horizon oil spill; and

WHEREAS, the Consortium, as recipient of RESTORE ACT grant funds, is responsible for preparing, processing, and overseeing grant applications from the 23 member counties; and

WHEREAS, Nabors, Giblin & Nickerson (“NGN”), General Counsel to the Consortium, also serves as County Attorney for Okaloosa and Wakulla counties, two of the member counties that make up the Consortium; and

WHEREAS, the County and the Consortium wish to enter into an agreement that authorizes the County to provide conflict counsel services for the Consortium in its review and oversight of Okaloosa and Wakulla counties’ programs, projects and activities included in the SEP.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree as follows:

SECTION 1. CONFLICT COUNSEL SERVICES

A. The County shall provide all necessary personnel and take all required steps to perform conflict counsel services on behalf of the Consortium, as follows: Provide legal services related to the implementation of projects, programs and activities included in the SEP, including, but not limited to, reviewing grant applications from subrecipient counties, preparing and negotiating subrecipient agreements, and advising and assisting the Consortium’s Manager and the Consortium Board on matters which NGN has a conflict.

B. All work to be performed under this Agreement shall be assigned by NGN. Once a matter is assigned to the County, all other communications shall be through the Consortium General Manager and NGN will be notified when the task is completed.

SECTION 2. COMPENSATION

A. The County agrees to provide conflict counsel services to the Consortium at cost for an hourly rate of \$ 250.00. Additionally, the County shall be entitled to seek, and the Consortium shall reimburse the County for all of its direct expenses.

B. In accordance with section 218.77, Florida Statutes, regarding requirements for disclosure of contingencies associated with federal requirements, the Consortium's payment of compensation to the County is contingent upon the receipt of federal funds and federal approval.

C. The County shall submit invoices for payment of or reimbursement for actual costs incurred. Any travel expenses will be paid or reimbursed in accordance with section 112.061, Florida Statutes. The County shall bill periodically, but not less often than monthly, by invoice reflecting legal services and expenses with all appropriate back-up materials typically required by governmental entities. Invoices shall be sent to the Consortium General Manager for processing.

SECTION 3. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a term of two (2) years thereafter. This Agreement shall thereafter automatically renew for successive one (1) year periods unless the Consortium or the County opt not to renew or extend the Agreement. This Agreement may be terminated by either party upon providing written notice thirty (30) days in advance of the termination date.

SECTION 4. GENERAL PROVISIONS

A. Choice of Law, Venue and Severability.

This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

B. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

C. Assignment.

The Parties agree not to assign any of the services specified by this Agreement to a third-party without the prior written consent of the other Parties.

D. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the “Florida Governmental Conflict Resolution Act” shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give written notice to the other Parties in writing, setting forth the name of the Party or Parties involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the “Dispute Notice.”

2. Should the Parties be unable to reconcile any dispute, the appropriate County and Consortium representative 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 Leon County Board of County Commissioners and the Board of Directors of the Consortium. If the Parties are unable to reconcile their dispute, they shall report their impasse to such Boards who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

E. Public Records

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT BALMORAL GROUP 165 LINCOLN AVENUE, WINTER PARK, FL 32789 PHONE: (407) 629-2185 Gulf.Consortium@balmoralgroup.us.

The County must comply with the public records laws, Florida Statute Chapter 119, specifically the County must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the Consortium’s custodian of public records, provide the Consortium 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 contract term and following completion of the contract if the contractor does not transfer the records to the Consortium.

d. Upon completion of the contract, transfer, at no cost, to the Consortium all public records in possession of the County or keep and maintain public records required by the County to perform the service. If the County transfers all public records to the Consortium upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Consortium, upon the request from the Consortium's custodian of public records, in a format that is compatible with the information technology systems of the Consortium.

SECTION 5. EFFECTIVE DATE

This Agreement shall be effective ("Effective Date") upon execution by all Parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

LEON COUNTY, FLORIDA

Attest:

By: _____
Jimbo Jackson, Chairman
Board of County Commissioners

By: _____
Gwen Marshall, Clerk of Court

Date: _____

Approved as to form:
County Attorney's Office

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

THE GULF CONSORTIUM

ATTEST:

By: _____
Warren Yeager, Chairman
Board of Directors

Secretary-Treasurer
Board of Directors

Date: _____

APPROVED AS TO FORM:

Lynn M. Hoshihara, Esq.
Nabors, Giblin & Nickerson, P.A.
General Counsel

**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

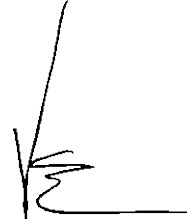
Leon County Board of County Commissioners

Agenda Item #12

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Consideration of Funding for Additional Free and Family-Oriented Concerts at the Capital City Amphitheater

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri L. Post, Director, Division of Tourism Dionte F. Gavin, Senior Operations Manager Nicki Paden, Management Analyst

Statement of Issue:

This item seeks Board consideration of a proposal to provide additional free and family-oriented concerts at the Capital City Amphitheater, through an agreement with the Tallahassee Downtown Improvement Authority to extend its Sundown Summer Concert Series through the Fall of 2019.

Fiscal Impact:

This item has a fiscal impact of \$30,000. Funding to support the extension of the 2019 Sundown Summer Concert Series is available in the Division of Tourism's existing budget for concerts at the Capital City Amphitheater.

Staff Recommendation:

Option # 1: Authorize the County Administrator to execute a sponsorship agreement with the Tallahassee Downtown Improvement Authority in the amount of \$30,000 to extend its free and family-oriented concerts at the Capital City Amphitheater through Fall 2019, in a form to be approved by the County Attorney.

Report and Discussion

Background:

The extension of the Tallahassee Downtown Improvement Authority's (DIA) Sundown Summer Concert Series and provision of free and family-oriented concerts at the Capital City Amphitheater proposed in this item supports the following Economic 5-Year Target in the FY2017-FY2021 Strategic Plan:

- *Host 100,000 residents and visitors as part of the Amphitheater Concert Series (T4)*

This particular 5-Year Target aligns with the Board's Economy Strategic Priority:

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

This item seeks Board authorization to utilize the Division of Tourism's Concert Series funds in support of the Downtown Improvement Authority's efforts to provide additional free and family-oriented concerts at the Capital City Amphitheater. This item also seeks authorization for the County Administrator to execute a sponsorship agreement with the Downtown Improvement Authority to extend its free and family-oriented concerts at the Capital City Amphitheater specifically for Fall 2019.

In August 2012, the Board entered into an Interlocal Agreement with the City of Tallahassee authorizing the County, through the Division of Tourism, to facilitate the booking and promotion of up to 10 regional, ticketed concerts per year at the Capital City Amphitheater (Amphitheater) at Cascades Park. The County's Amphitheater Concert Series (Concert Series) was designed to enhance tourism-related economic development by attracting regional visitors and increasing subsequent overnight accommodations. As a part of this effort, the County has maintained a contract with Scott Carswell Presents LLC to serve as the Program Manager for the County's Concert Series to attract, promote, and produce the highest quality of performances at the Amphitheater. Since its official dedication in April 2014, the Amphitheater has become an important asset to the Tallahassee-Leon County community serving as a unique venue for high quality performances across the entertainment industry. Beyond the County's Concert Series events, the Amphitheater has also served as a community venue utilized throughout the year by a wide range of organizations for cultural and civic events.

In 2014, the DIA began hosting the Sundown Summer Concert Series on the third Saturday of the month from May to August. The four summer concerts are free to the public and have featured a diverse range of music from local and regional performers. In addition, entertainment has also been provided for children including face-painting, balloon animals, and other games. As part of the effort to continuously provide high quality entertainment to Leon County residents and regional visitors, while generating greater visibility for the Amphitheater as a performance venue, staff has identified the opportunity to partner with the DIA to support the expansion of the free and family-oriented concerts through the fall as recommended in this item.

Analysis:

Supported through sponsorships, the Sundown Summer Concert Series is free to the public and open to all ages with no advance registration or ticketing required. In addition to the benefit of free admittance, these sponsorships have also ensured consistency and a level of quality that has continued to attract both residents and visitors. Each year, the Sundown Summer Concert Series has proven to be successful, with a continuous growth in attendees each year. Last year, the DIA reported that the 2018 Sundown Summer Concert Series attracted approximately 2,500-3,000 attendees at each event. These summer concerts attract a large audience despite their occurrence during the non-peak season for visitors to the market and the hot climate associated with an outdoor venue.

The County's Concert Series, which is managed by Scott Carswell Presents LLC, is specifically tailored to feature national and international artists, charge attendees for the price of admission, and is provided certain allowances regarding sound levels and curfews under the County's Interlocal Agreement with the City to utilize the Amphitheater. This item seeks to build upon the DIA's success of activating the Amphitheater and Cascades Park venues by seeking the Board's approval to utilize the Division of Tourism's Concert Series funds to provide additional free and family-oriented concerts at the Capital City Amphitheater. These free concerts draw families of all ages to the downtown area during the hot summer months in support of local businesses. As described later in this analysis, this item also seeks authorization for the County Administrator to execute a sponsorship agreement with the DIA to extend its free and family-oriented concerts at the Capital City Amphitheater through November 2019.

Three Additional Concerts through November 2019

The County's sponsorship in the amount of \$30,000 would support the extension of the DIA's free and family-friendly concerts through the fall of 2019. The extension includes three additional concerts to be hosted during non-peak visitor weekends from September through November, to provide a total of seven concerts as proposed below:

- Saturday, May 18th
- Saturday, June 15th
- Saturday, July 27th
- Saturday, August 17th
- **Saturday, September 14th**
- **Saturday, October 12th**
- **Saturday, November 9th**

Building on the success of the existing DIA Sundown Summer Concert Series, the three additional concerts will not be considered part of the County's 10 regional, ticketed concerts hosted through the County's Concert Series. The DIA concerts are non-ticketed performances that feature more local and regional based performers at lower sound levels. Furthermore, the DIA will remain responsible for the booking, management, and operations for each of these free concerts. As part of the sponsorship agreement with the DIA, however, the County will receive recognition as a sponsor for all seven concerts hosted from May to November 2019. Upon the conclusion this sponsorship, staff will bring back an agenda item and analysis evaluating the turnout and success of these events, for consideration of future support through the County's Concert Series budget.

Should this sponsorship be successful in generating a strong turnout of attendees, the Division of Tourism will continue its support of these efforts through the Concert Series budget.

Potential New Year's Eve Concert Event in December 2019

To further activate the Capital City Amphitheater and offer entertainment that will generate an economic impact to the community, the Division of Tourism and DIA have also had preliminary conversations about hosting a concert at the Amphitheater on New Year's Eve. In recent years, the DIA has hosted fireworks shows at Cascades Park for New Year's Eve; however, historically these shows have ended relatively early and were unable to sustain attendance given the brief duration of the fireworks show. At this time, staff is exploring a collaboration with the DIA to expand the community's New Year's Eve offerings by putting on a concert performance at the Amphitheater at no charge to attendees. Similar to the Sundown Summer Concert Series, the December 31st concert would be part of a larger family-friendly event, managed and operated by the DIA, to include a fireworks show(s) to celebrate the New Year.

However, based on the performers booked for the evening and the required sound levels, the New Year's Eve concert may require the services of Scott Carswell Presents under the County's existing contract and may also count as one of the County's ten concerts allowed at the Amphitheater by the City. This arrangement would be very similar to the larger performances associated with the Word of South Festival in recent years. Given the nature of New Year's Eve as an annual celebratory event, staff has encouraged the DIA to apply for a County Tourism grant in support of this initiative.

Conclusion

Should the Board authorize the utilization the Division of Tourism's Concert Series funds in support of these free and family-oriented concerts at the Capital City Amphitheater, staff will coordinate with the DIA to execute a sponsorship agreement in the amount of \$30,000 for the additional three concerts through November 2019, in a form approved by the County Attorney. Staff will bring back an agenda item and analysis evaluating the County's sponsorship of these events. Should this sponsorship demonstrate success in generating a strong turnout of attendees, the Board may wish to provide ongoing support through the Concert Series budget. Recognition of the County's sponsorship will be for all seven of the family-oriented concerts planned for May through November. The DIA is expected to formally consider expanded free concert series at its meeting on May 13, 2019.

In addition to the initiatives presented in this agenda item to further activate the Amphitheater, a budget discussion item is being prepared for the Board's June 18th Budget Workshop regarding additional strategies and opportunities to attract world renowned performers to the Amphitheater as part of the County's Concert Series based on feedback from the County's contract Program Manager.

Options:

1. Authorize the County Administrator to execute a sponsorship agreement with the Tallahassee Downtown Improvement Authority in the amount of \$30,000 to extend its free and family-oriented concerts at the Capital City Amphitheater through Fall 2019, in a form to be approved by the County Attorney.
2. Do not authorize the County Administrator to execute a sponsorship agreement with the Tallahassee Downtown Improvement Authority in the amount of \$30,000 to extend its free and family-oriented concerts at the Capital City Amphitheater through Fall 2019.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Joint County/City Adoption Public Hearings on the 2019 Cycle Comprehensive Plan Amendments

Agenda Item #13

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Joint County/City Adoption Public Hearings on the 2019 Cycle Large-Scale Map and Text Comprehensive Plan Amendments

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Director, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Artie White, Administrator – Comprehensive Planning

Statement of Issue:

This item provides for the Joint County/City Public Hearings on the 2019 Cycle amendments to the Tallahassee-Leon County Comprehensive Plan. The purpose of the Public Hearings is to:

- Adopt a large-scale map amendment to the Comprehensive Plan; and
- Adopt a text amendment to the Capital Improvements Element of Comprehensive Plan.

Large-scale amendments and text amendments require two public hearings (transmittal public hearing and adoption public hearing). The first public hearings for the large-scale map amendment and text amendment were held on March 12, 2019.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

See next page.

Staff Recommendation:

- Option #1 Conduct the adoption public hearing and adopt the proposed Ordinance (Attachment #1), thereby adopting the large-scale map amendment in unincorporated Leon County to the Tallahassee-Leon County 2030 Comprehensive Plan. (County only - Bexar LLC Property)
- Option #2 Conduct the adoption public hearing and adopt the proposed Ordinance (Attachment #2), thereby adopting the text amendment to the Capital Improvements Element of the Tallahassee-Leon County 2030 Comprehensive Plan. (County only - Capital Improvements Element)
- Option #3 Conduct the first and only public hearing and adopt Ordinance No. 19-O-12 (Attachment #3), thereby adopting the text map amendment to the Tallahassee-Leon County 2030 Comprehensive Plan. (City only - Capital Improvements Element)

Report and Discussion

Background:

The purpose of the Public Hearings is to:

- Adopt a large-scale map amendment to the Comprehensive Plan; and
- Adopt a text amendment to the Capital Improvements Element of Comprehensive Plan.

Large-scale map amendments (proposed amendments that involve a use of greater than 10 acres) and text amendments require two public hearings (transmittal public hearing and adoption public hearing). The first public hearing (transmittal hearing) for the large-scale map amendment and text amendment was held on March 12, 2019. Following the March 12, 2019 transmittal hearing, staff submitted the proposed amendments to the State Land Planning Agency and other review agencies consistent with the Expedited State Review process outlined in Section 163.3184 (3), Florida Statutes. If adopted, staff will submit the amendments to the State Land Planning Agency and other review agencies. Unless timely challenged, the proposed amendments would become effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete (effective date anticipated for early July).

Full 2019 Cycle Amendment Schedule:

Application Cycle	April 2018 – September 28, 2018
Public Open House	November 29, 2018
Local Planning Agency Workshop	January 8, 2019
Local Planning Agency Public Hearing	February 5, 2019
Joint City-County Workshop	February 26, 2019
First Joint City-County Public Hearing	March 12, 2019
Second Joint City-County Public Hearing	May 14, 2019

Analysis:

The joint agenda for Joint City/County Adoption Public Hearings on the 2019 Cycle Large Scale Map and Text Comprehensive Plan Amendments is included as Attachment #4 and includes the following:

Large Scale Map Amendment Adoption Public Hearing (Item B. on the joint agenda)

The proposed Ordinance (Attachment #1) would adopt the large scale map amendment in unincorporated Leon County to the Tallahassee-Leon County 2030 Comprehensive Plan pursuant to section 163.3184(3), Florida Statutes. The adopted amendment will subsequently be submitted to the Florida Department of Economic Opportunity and other review agencies.

The large-scale map amendment for the 2019 Comprehensive Plan Amendment Cycle includes:

- LMA 2019 02: Bexar LLC Property (Unincorporated Leon County)

LMA 2019 02: Bexar LLC

Applicant: William A. Messer, Stephanie L. Messer, James Messer, Laurye S. Messer, Greg Ahlum, and Emily Ahlum

TLCPCD Staff: TJ Lewis

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

Rezoning Application: No change to the current zoning is requested at this time. The current zoning on the site is Single Detached, Attached and Two Family Residential (R-3). Single Detached, Attached and Two Family Residential (R-3) district allows residential development with a density between four and eight units per acre. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

- Staff recommendation on proposed amendment: Approve
- Local Planning Agency recommendation on proposed amendment: Approve
- The staff report for this map amendment is included as Attachment #5.

Text Amendment Adoption Public Hearing

Pursuant to Policy 1.8.1:[I] of the Intergovernmental Coordination Element of the Tallahassee-Leon County 2030 Comprehensive Plan, the text amendment to the Capital Improvements Element would be adopted only upon the adoption of the proposed Leon County Ordinance by the Board of County Commissioners (*Item C. on the joint agenda*) and the adoption of Ordinance 19-O-12 by the City Commission (*Item D. on the joint agenda*).

County Ordinance: The proposed Leon County Ordinance (Attachment #2) would adopt the text amendment to the Capital Improvements Element of the Tallahassee-Leon County 2030 Comprehensive Plan pursuant to section 163.3184(3), Florida Statutes.

City Ordinance: The adoption of City of Tallahassee Ordinance No. 19-O-12 (Attachment #3) adopts the text amendment to Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan pursuant to section 163.3184(3), Florida Statutes.

The adopted amendment will subsequently be submitted to the Florida Department of Economic Opportunity and other review agencies.

The text amendment for the 2019 Comprehensive Plan Amendment Cycle includes:

- *Capital Improvements Element*

TTA 2019 005: Capital Improvements Element

Applicant: Tallahassee-Leon County Planning Department

TLCPD Staff: Julie Christesen

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

- Staff recommendation on proposed amendment: Approve
- Local Planning Agency recommendation on proposed amendment: Approve
- The staff report for this text amendment is included as Attachment #6.

Options:

1. Conduct the adoption public hearing and adopt the proposed Ordinance (Attachment #1), thereby adopting the large-scale map amendment in unincorporated Leon County to the Tallahassee-Leon County 2030 Comprehensive Plan. (*County only- Bexar LLC Property*)
2. Conduct the adoption public hearing and adopt the proposed Ordinance (Attachment #2), thereby adopting the text amendment to the Capital Improvements Element of the Tallahassee-Leon County 2030 Comprehensive Plan. (*County only - Capital Improvements Element*)
3. Conduct the first and only public hearing and adopt Ordinance No. 19-O-12 (Attachment #3), thereby adopting the text map amendment to the Tallahassee-Leon County 2030 Comprehensive Plan. (*City only - Capital Improvements Element*)
4. Board direction.

Recommendations:

Options #1 and #2 (*County*) and #3 (*City*)

Attachments:

1. Proposed County Ordinance Amending Comprehensive Plan (Bexar LLC Map Amendment)
2. Proposed County Ordinance Amending Comprehensive Plan (C.I.E. Text Amendment)
3. Proposed City of Tallahassee Ordinance No. 19-O-12
4. Agenda for the for Joint City/County Adoption Public Hearings
5. LMA 2019 02 Bexar LLC Property Map Amendment Staff Report
6. TTA 2019 005 Capital Improvements Element Text Amendment Staff Report

ORDINANCE NO. 2019-_____

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3
4 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF**
5 **LEON COUNTY, FLORIDA, AMENDING THE 2030 TALLAHASSEE-**
6 **LEON COUNTY COMPREHENSIVE PLAN; ADOPTING AN**
7 **AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR**
8 **APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS;**
9 **PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE**
10 **ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING**
11 **DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

12
13
14 WHEREAS, Chapters 125 and 163, Florida Statutes, empowers the Board of County
15 Commissioners of Leon County to prepare and enforce comprehensive plans for the development
16 of the County; and

17 WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community
18 Planning Act, empowers and requires the Board of County Commissioners of Leon County to (a)
19 plan for the County’s future development and growth; (b) adopt and amend comprehensive
20 plans, or elements or portions thereof, to guide the future growth and development of the
21 County; (c) implement adopted or amended comprehensive plans by the adoption of appropriate
22 land development regulations; and (d) establish, support, and maintain administrative
23 instruments and procedures to carry out the provisions and purposes of the Act; and

24 WHEREAS, Ordinance 90-30 was enacted on July 16, 1990, to adopt the Tallahassee-
25 Leon County 2010 Comprehensive Plan for the unincorporated area of Leon County. The City
26 of Tallahassee also adopted a plan for its municipal area by separate ordinance; and

27 WHEREAS, the horizon year for the Tallahassee-Leon County Comprehensive Plan is
28 now 2030 and the Comprehensive Plan is now known as the Tallahassee-Leon County 2030
29 Comprehensive Plan; and

30 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
31 Commissioners of Leon County has held several public work sessions, public meetings, and
32 public hearings on the proposed amendment to the comprehensive plan, with due public notice

1 having been provided, to obtain public comment, and has considered all written and oral
2 comments received during said work sessions, public meetings and public hearings; and

3 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
4 Commissioners of Leon County transmitted copies of the proposed amendment to the
5 comprehensive plan to the Department of Economic Opportunity as the State Land Planning
6 Agency and other state and regional agencies for written comment; and

7 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
8 Commissioners of Leon County held a public hearing with due public notice having been
9 provided on the proposed amendment to the comprehensive plan; and

10 WHEREAS, the Board of County Commissioners of Leon County further considered all
11 oral and written comments received during such public hearing, including the data collection and
12 analyses packages, the recommendations of the Tallahassee-Leon County Local Planning
13 Agency, and the Objections, Recommendations, and Comments Report of the Department of
14 Economic Opportunity; and

15 WHEREAS, in exercise of its authority, the Board of County Commissioners of Leon
16 County has determined it necessary and desirable to adopt the amendment to the comprehensive
17 plan to preserve and enhance present advantages; encourage the most appropriate use of land,
18 water and resources, consistent with the public interest; overcome present handicaps; and deal
19 effectively with future problems that may result from the use and development of land within
20 Leon County, and to meet all requirements of law;

21 BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,
22 that:

23 **Section 1. Purpose and Intent.**

24 This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the
25 authority set out in the Community Planning Act, Sections 163.3161 through 163.3215, Florida
26 Statutes, as amended.

1 **Section 2. Map Amendment.**
2

3 The Ordinance does hereby adopt the following portion of the text attached hereto as
4 Exhibit “A,” and made a part hereof, as an amendment to the Tallahassee-Leon County 2030
5 Comprehensive Plan, as amended, and does hereby amend “The Tallahassee-Leon County 2030
6 Comprehensive Plan,” as amended, in accordance therewith, being an amendment to the
7 following Plan element:

8 Map Amendment LMA 2019-02, which relates to the Future Land Use Map.
9

10 **Section 3. Applicability and Effect.**

11 The applicability and effect of this update to the 2030 Comprehensive Plan shall be as
12 provided by the Community Planning Act, Sections 163.3161 through 163.3215, Florida
13 Statutes, and this Ordinance, and shall apply to all properties under the jurisdiction of Leon
14 County.

15 **Section 4. Conflict with Other Ordinances and Codes.**

16 All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in
17 conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

18 **Section 5. Severability.**

19 If any provision or portion of this Ordinance is declared by any court of competent
20 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and
21 portions of this Ordinance shall remain in full force and effect.

22 **Section 6. Copy on File.**

23 To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public,
24 a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon
25 County 2030 Comprehensive Plan and these updates thereto, shall also be located in the

1 Tallahassee-Leon County Planning Department. The Planning Director shall also make copies
2 available to the public for a reasonable publication charge.

3 **Section 7. Effective Date.**

4 The effective date of this Plan update shall be according to law and the applicable statutes
5 and regulations pertaining thereto.

6 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon
7 County, Florida, this _____ day of _____, 2019.

8
9 LEON COUNTY, FLORIDA

10
11
12 BY: _____
13 JIMBO JACKSON, CHAIRMAN
14 BOARD OF COUNTY COMMISSIONERS

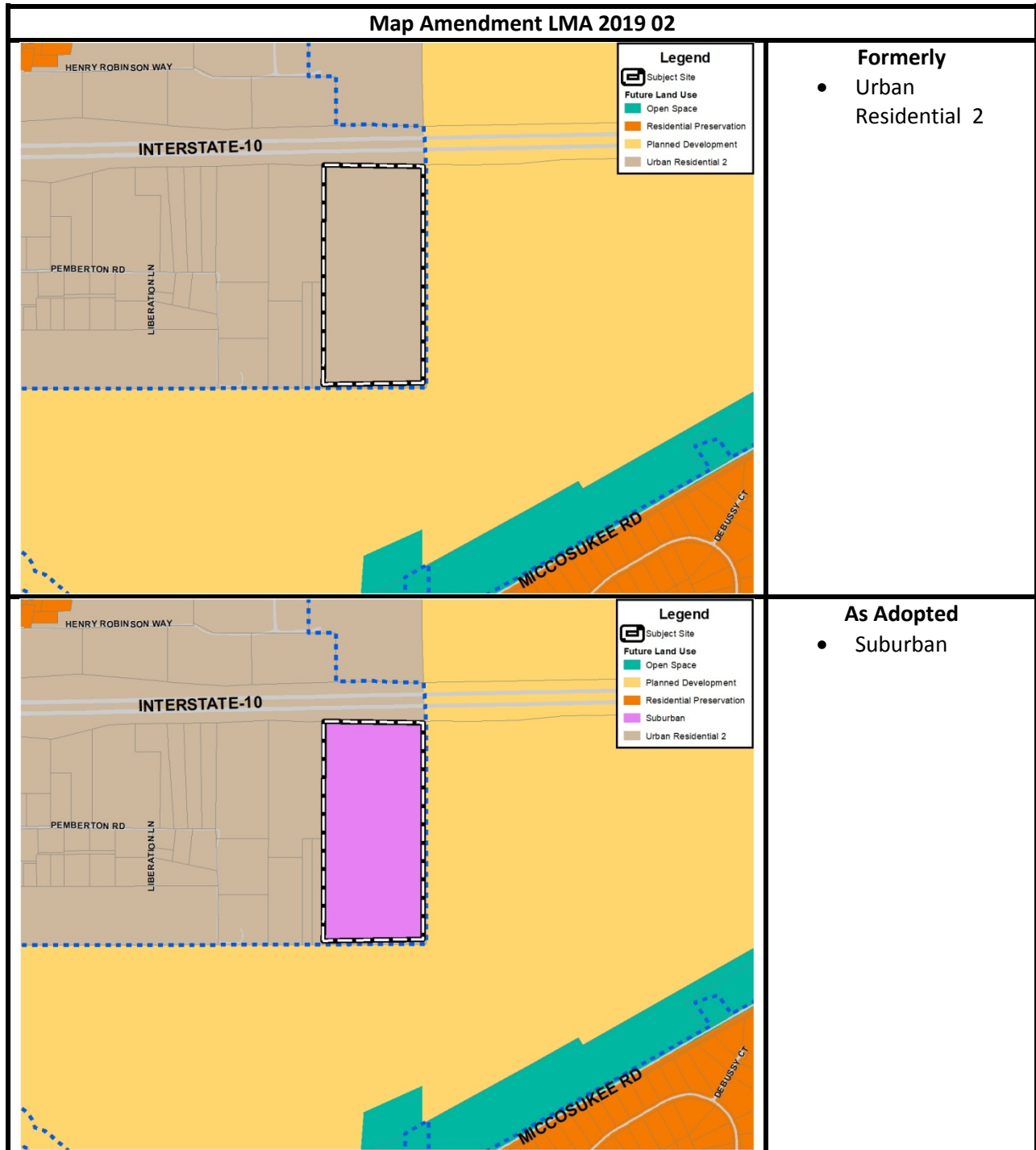
15
16 ATTESTED BY:
17 GWENDOLYN MARSHALL, CLERK
18 OF THE COURT AND COMPTROLLER

19
20
21 BY: _____
22 CLERK

23
24 APPROVED AS TO FORM:
25 COUNTY ATTORNEY'S OFFICE
26 LEON COUNTY, FLORIDA

27
28
29 BY: _____
30 HERBERT W.A. THIELE, ESQ.
31 COUNTY ATTORNEY

Exhibit A



ORDINANCE NO. 2019-_____

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3
4 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF**
5 **LEON COUNTY, FLORIDA, AMENDING THE 2030 TALLAHASSEE-**
6 **LEON COUNTY COMPREHENSIVE PLAN; ADOPTING AN**
7 **AMENDMENT TO THE CAPITAL IMPROVEMENTS ELEMENT;**
8 **PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR**
9 **CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A**
10 **COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY**
11 **PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE**
12 **DATE.**

13
14
15 WHEREAS, Chapters 125 and 163, Florida Statutes, empowers the Board of County
16 Commissioners of Leon County to prepare and enforce comprehensive plans for the development
17 of the County; and

18 WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community
19 Planning Act, empowers and requires the Board of County Commissioners of Leon County to (a)
20 plan for the County’s future development and growth; (b) adopt and amend comprehensive
21 plans, or elements or portions thereof, to guide the future growth and development of the
22 County; (c) implement adopted or amended comprehensive plans by the adoption of appropriate
23 land development regulations; and (d) establish, support, and maintain administrative
24 instruments and procedures to carry out the provisions and purposes of the Act; and

25 WHEREAS, Ordinance 90-30 was enacted on July 16, 1990, to adopt the Tallahassee-
26 Leon County 2010 Comprehensive Plan for the unincorporated area of Leon County. The City
27 of Tallahassee also adopted a plan for its municipal area by separate ordinance; and

28 WHEREAS, the horizon year for the Tallahassee-Leon County Comprehensive Plan is
29 now 2030 and the Comprehensive Plan is now known as the Tallahassee-Leon County 2030
30 Comprehensive Plan; and

31 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
32 Commissioners of Leon County has held several public work sessions, public meetings, and
33 public hearings on the proposed amendment to the comprehensive plan, with due public notice

1 having been provided, to obtain public comment, and has considered all written and oral
2 comments received during said work sessions, public meetings and public hearings; and

3 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
4 Commissioners of Leon County transmitted copies of the proposed amendment to the
5 comprehensive plan to the Department of Economic Opportunity as the State Land Planning
6 Agency and other state and regional agencies for written comment; and

7 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
8 Commissioners of Leon County held a public hearing with due public notice having been
9 provided on the proposed amendment to the comprehensive plan; and

10 WHEREAS, the Board of County Commissioners of Leon County further considered all
11 oral and written comments received during such public hearing, including the data collection and
12 analyses packages, the recommendations of the Tallahassee-Leon County Local Planning
13 Agency, and the Objections, Recommendations, and Comments Report of the Department of
14 Economic Opportunity; and

15 WHEREAS, in exercise of its authority, the Board of County Commissioners of Leon
16 County has determined it necessary and desirable to adopt the amendment to the comprehensive
17 plan to preserve and enhance present advantages; encourage the most appropriate use of land,
18 water and resources, consistent with the public interest; overcome present handicaps; and deal
19 effectively with future problems that may result from the use and development of land within
20 Leon County, and to meet all requirements of law;

21 BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,
22 that:

23 **Section 1. Purpose and Intent.**

24 This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the
25 authority set out in the Community Planning Act, Sections 163.3161 through 163.3215, Florida
26 Statutes, as amended.

1 **Section 2. Text Amendment.**
2

3 The Ordinance does hereby adopt the following portion of the text attached hereto as
4 Exhibit “A,” and made a part hereof, as an amendment to the Tallahassee-Leon County 2030
5 Comprehensive Plan, as amended, and does hereby amend “The Tallahassee-Leon County 2030
6 Comprehensive Plan,” as amended, in accordance therewith, being an amendment to the
7 following Plan element:

8 Text Amendment TTA 2019-005, which relates to the Capital Improvements Element.
9

10 **Section 3. Applicability and Effect.**

11 The applicability and effect of this update to the 2030 Comprehensive Plan shall be as
12 provided by the Community Planning Act, Sections 163.3161 through 163.3215, Florida
13 Statutes, and this Ordinance, and shall apply to all properties under the jurisdiction of Leon
14 County.

15 **Section 4. Conflict with Other Ordinances and Codes.**

16 All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in
17 conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

18 **Section 5. Severability.**

19 If any provision or portion of this Ordinance is declared by any court of competent
20 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and
21 portions of this Ordinance shall remain in full force and effect.

22 **Section 6. Copy on File.**

23 To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public,
24 a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon
25 County 2030 Comprehensive Plan and these updates thereto, shall also be located in the

1 Tallahassee-Leon County Planning Department. The Planning Director shall also make copies
2 available to the public for a reasonable publication charge.

3 **Section 7. Effective Date.**

4 The effective date of this Plan update shall be according to law and the applicable statutes
5 and regulations pertaining thereto.

6 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon
7 County, Florida, this _____ day of _____, 2019.

8
9 LEON COUNTY, FLORIDA

10
11
12 BY: _____
13 JIMBO JACKSON, CHAIRMAN
14 BOARD OF COUNTY COMMISSIONERS

15
16 ATTESTED BY:
17 GWENDOLYN MARSHALL, CLERK
18 OF THE COURT AND COMPTROLLER

19
20
21 BY: _____
22 CLERK

23
24 APPROVED AS TO FORM:
25 COUNTY ATTORNEY'S OFFICE
26 LEON COUNTY, FLORIDA

27
28
29 BY: _____
30 HERBERT W.A. THIELE, ESQ.
31 COUNTY ATTORNEY

Exhibit A

Text Amendment TTA 2019 005

Policy 1.2.8: [CI]

~~Leon County Schools' 2016-2017 five-year District Facilities Work Program (as adopted by Leon County Schools on October 25, 2016) is hereby adopted by reference into the five-year Schedule of Capital Improvements.~~ The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of service standard for public schools is achieved and maintained.

ORDINANCE NO. 19-O-12

AN ORDINANCE OF THE CITY OF TALLAHASSEE ADOPTING A TEXT AMENDMENT TO THE 2030 TALLAHASSEE/LEON COUNTY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapters 163 and 166, Florida Statutes, empower the City Commission of the City of Tallahassee to prepare and enforce comprehensive plans for the development of the City; and,

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empower and require the City Commission of the City of Tallahassee to (a) plan for the City's future development and growth; (b) adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; (c) implement adopted or amended comprehensive plans by the adoption of appropriate land development regulations; and (d) establish, support, and maintain administrative instruments and procedures to carry out the provisions and purposes of the Act; and,

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Commission of the City of Tallahassee has held several public work sessions, public meetings and several public hearings with due public notice having been provided, on these amendments to the Comprehensive Plan; and,

WHEREAS, on May 23, 2017, pursuant to Section 163.3184, Florida Statutes, the City Commission of the City of Tallahassee transmitted copies of the proposed amendments of the comprehensive plan to the Department of Economic Opportunity and other state and regional agencies for written comment; and,

WHEREAS, the City Commission of the City of Tallahassee considered all oral and written comments received during public hearings, including the data collection and analyses packages, the recommendations of the Local Planning Agency/Planning

1 Commission; and,

2 WHEREAS, in exercise of its authority, the City Commission of the City of Tallahassee has
3 determined it necessary and desirable to adopt these amendments to the comprehensive
4 plan to preserve and enhance present advantages; encourage the most appropriate use of
5 land, water and resources, consistent with the public interest; overcome present
6 handicaps; and deal effectively with future problems that may result from the use and
7 development of land within the City of Tallahassee, and to meet all requirements of law.

8 NOW THEREFORE, BE IT ENACTED by the People of the City of Tallahassee, Florida, as
9 follows, that:

10 **Section 1. Purpose and Intent.**

11 This ordinance is hereby enacted to carry out the purpose and intent of, and exercise the
12 authority set out in, Sections 163.3161 through 163.3215, Florida Statutes, the Community
13 Planning Act.

14 **Section 2. Text Amendment.**

15 The ordinance does hereby adopt the following portion of the text attached hereto as
16 Exhibit "A," and made a part hereof, as an amendment to the Tallahassee-Leon County
17 2030 Comprehensive Plan, as amended, and does hereby amend "The Tallahassee-Leon County
18 2030 Comprehensive Plan," as amended, in accordance therewith, being an amendment to the
19 following Plan element:

20 Text Amendment TTA2019005 which relates to the Capital Improvements Element.

21 **Section 3. Conflict With Other Ordinances and Codes.**

22 All ordinances or parts of ordinances of the Code of Ordinances of the City of Tallahassee,
23 Florida, in conflict with the provisions of this ordinance are hereby repealed to the extent of
24 such conflict.

1 **Section 4. Severability.**

2 If any provision or portion of this ordinance is declared by any court of competent
3 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions
4 and portions of this Ordinance shall remain in full force and effect.

5 **Section 5. Copy on File.**

6 To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public, a
7 certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon
8 2030 Comprehensive Plan and these amendments thereto, shall also be located in the
9 Tallahassee-Leon County Planning Department. The Planning Director shall also make copies
10 available to the public for a reasonable publication charge.

11 **Section 6. Effective Date.**

12 The effective date of these Plan amendments shall be according to law and the applicable
13 statutes and regulations pertaining thereto.

14 INTRODUCED in the City Commission on the 10th day of April, 2019.

15 PASSED the City Commission on the 14st day of May, 2019.

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CITY OF TALLAHASSEE

By: _____
John E. Dailey, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
James O Cooke, IV
City Treasurer-Clerk

By: _____
Cassandra K. Jackson, City Attorney

Exhibit A

Text Amendment TTA 2019 005

Policy 1.2.8: [CI]

Leon County Schools' 2016-2017 five year District Facilities Work Program (as adopted by Leon County Schools on October 25, 2016) is hereby adopted by reference into the five year Schedule of Capital Improvements. The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of service standard for public schools is achieved and maintained.

**JOINT AGENDA FOR ADOPTION PUBLIC HEARINGS FOR THE
2019 CYCLE LARGE SCALE MAP AND TEXT COMPREHENSIVE PLAN
AMENDMENTS**

MAY 14, 2019 6:00 PM

Fifth Floor, Leon County Courthouse, 301 S. Monroe Street

A. Introductory Comments by Staff

**B. County Adoption Hearing for 2019 Cycle Large Scale Comprehensive Plan Map
Amendments**

The proposed ordinance would adopt the large scale map amendment in unincorporated Leon County to the Tallahassee-Leon County 2030 Comprehensive Plan pursuant to section 163.3184(3), Florida Statutes.

LMA 2019 02: Bexar LLC

Applicant: William A. Messer, Stephanie L. Messer, James Messer, Laurye S. Messer, Greg Ahlum, and Emily Ahlum

TLCPD Staff: TJ Lewis

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

- Staff recommendation on proposed amendment: Approve
- Local Planning Agency recommendation on proposed amendment: Approve

C. County Adoption Hearing for 2019 Cycle Comprehensive Plan Map Text Amendments

The proposed ordinance would adopt the text amendment to the Capital Improvements Element of the Tallahassee-Leon County 2030 Comprehensive Plan pursuant to section 163.3184(3), Florida Statutes.

TTA 2019 005: Capital Improvements Element

Applicant: Tallahassee-Leon County Planning Department

TLCPD Staff: Julie Christesen

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

- Staff recommendation on proposed amendment: Approve
- Local Planning Agency recommendation on proposed amendment: Approve

D. City Adoption Hearing for 2019 Cycle Comprehensive Plan Map Text Amendments

Adoption Public Hearing on Ordinance No. 19-O-12: Adopting a text amendment to the 2030 Tallahassee/Leon County Comprehensive Plan; Providing for severability and conflicts and providing an effective date.

TTA 2019 005: Capital Improvements Element

Applicant: Tallahassee-Leon County Planning Department

TLCPD Staff: Julie Christesen

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

- Staff recommendation on proposed amendment: Approve
- Local Planning Agency recommendation on proposed amendment: Approve

E. Adjournment

If you have a disability requiring accommodations, please contact the Tallahassee-Leon County Planning Department. The Planning Department telephone number is (850) 891-6400. The telephone number of the Florida Relay TDD Service is # 1-800-955-8771.

Please be advised that if a person decided to appeal any decision made by the Planning Commission/Local Planning Agency with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The Planning Commission/Local Planning Agency does not provide or prepare such a record (Section 286.0105 F.S.).

**2019 Comprehensive Plan Amendment Cycle
LMA201902
Bexar LLC Amendment**



SUMMARY

Property Owners:	Property Location:	TLCPD Recommendation:
William A. Messer, Stephanie L. Messer, James Messer, Laurye S. Messer, Greg & Emily Ahlum	Parcel #: 11-11-20-480-0000 0 Pemberton Road Tallahassee, FL	Approve
Applicant: Bexar LLC		
TLCPD Staff:	Current Future Land Use & Zoning:	LPA Recommendation:
T.J. Lewis	<u>Future Land Use:</u> Urban Residential 2 (UR 2) <u>Zoning:</u> Single Family Detached, Attached Two-Family Residential(R-3)	Approve
Contact Information:	Proposed Future Land Use & Zoning:	
TJ.Lewis@talgov.com (850) 891-6451	<u>Future Land Use:</u> Suburban <u>Zoning:</u> Single Family Detached, Attached Two-Family Residential (R-3)	
Date: September 28, 2018	Updated: March 13, 2019	

A. REASON FOR REQUESTED CHANGE

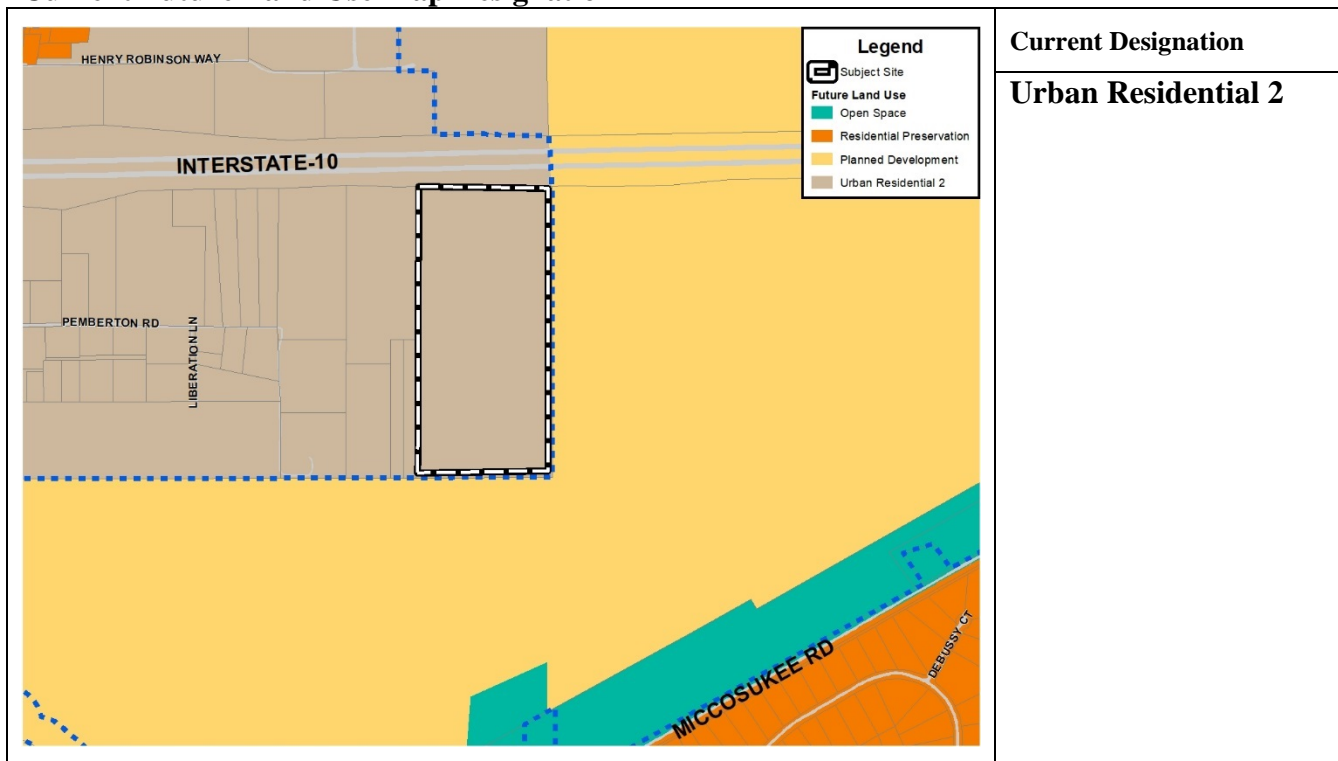
The applicant has actively monitored the progress being made in the planning and funding of improvements to the Welaunee Plantation development, including the planned Welaunee Boulevard and proposed Thornton Road extension. Under proposed concepts, those roadways would result in a four-lane arterial south of the applicant’s property and potentially provide for access to the applicant’s approximate 40-acre parcel.

The applicant seeks to pursue a mixed-use development on their property near the proposed town center, potential interchange at Interstate 10, and the future Welaunee Boulevard. Under the current future land use designation, *Urban Residential 2*, the subject property could be eligible for a residential development with maximum gross density of 20 dwelling units per acre that allows for townhouses, single-family detached, two-family, and multiple-family dwelling units as well as open space/recreation and community facilities related to residential uses. Under the proposed Future Land Use Category, *Suburban*, the property could be eligible for development of up to 20 dwelling units per acre, as well as non-residential intensities up to 80,000 square feet per acre.

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The following map illustrates the current FLUM designation for the Subject Area.

Current Future Land Use Map Designation



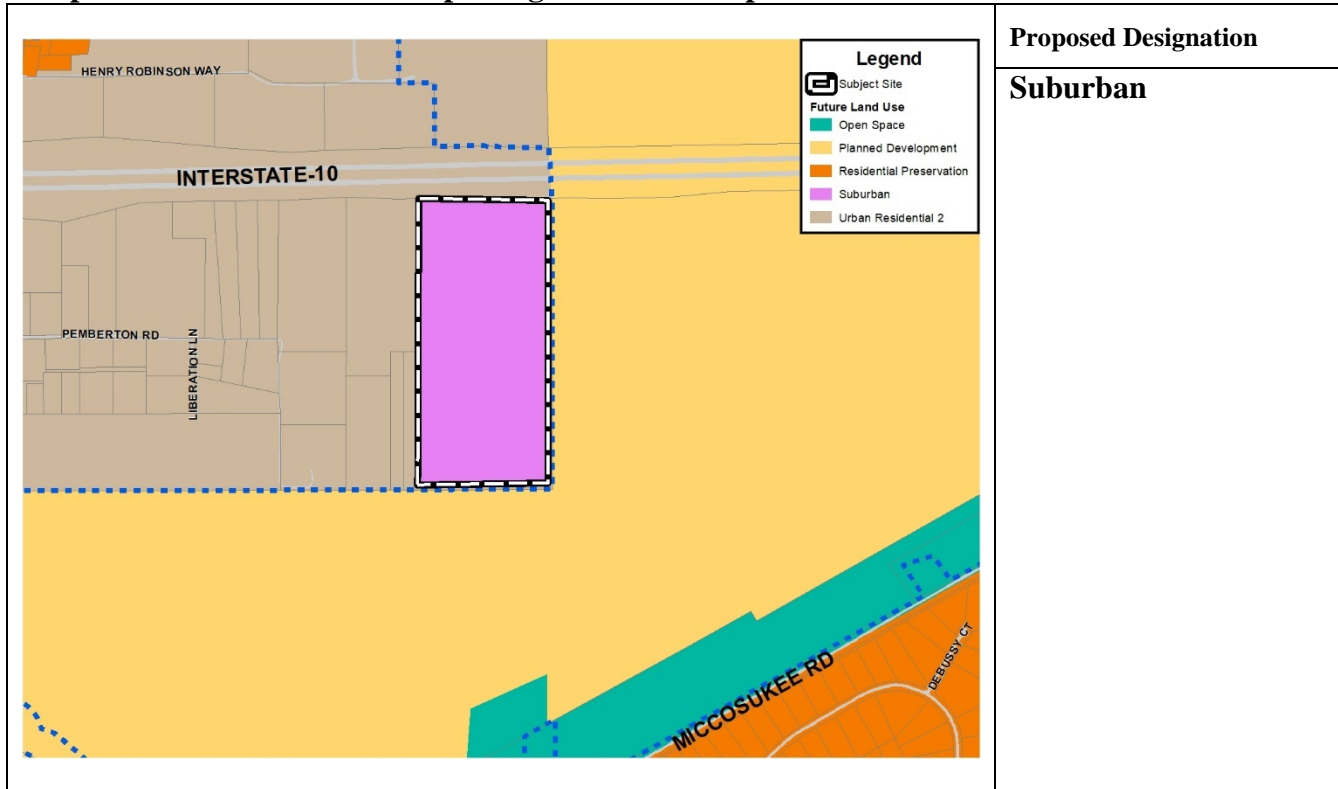
The Subject Area is currently designated *Urban Residential 2* on the FLUM. The proposed amendment would change the FLUM designation of the area to *Suburban*.

Policy 2.2.24: [L] establishes the *Urban Residential 2* land use category. *Urban Residential 2* is intended to encourage a range of density in housing up to 20 dwelling units per acre, thereby promoting infill development, reducing urban sprawl and maximizing the efficiency of infrastructure.

Urban Residential 2 allows townhouses, single-family detached, two-family, and multiple family dwelling units as well as open space/recreation and community facilities related to residential uses. *Urban Residential 2* may serve as a transition category between lower density residential categories and more intensive development, such as higher density residential and/or office land uses or major roadways where alternative modes of transportation are available to support the increased residential densities. Density ranges can be increased up to 25% above the maximum limits for the purpose of providing affordable housing units consistent with Policy 2.1.14: [L].

The following map illustrates the proposed FLUM designation for the Subject Area.

Proposed Future Land Use Map Designation with Expansion Area



Objective 2.2: [L] of the Comprehensive Plan provides guidance for the mapping of future land use categories. These categories are designed to promote a variety of land use types and patterns to meet the needs of the community.

Policy 2.2.5: [L] establishes the *Suburban* land use category. The primary function of the *Suburban* designation is to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. *Suburban* recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed-use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines, as referenced in Table 4 of Policy 2.2.5: [L] of the Comprehensive Plan. Business activities are not intended to be limited to serve area residents; and as a result, may attract shoppers from throughout larger portions of the community.

Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category.

STAFF RECOMMENDATION

Find that the proposed future land use map amendment is **consistent** with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

C. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION

Find that the proposed future land use map amendment is **consistent** with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

Find that the proposed rezoning is **consistent** with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **APPROVAL** of the proposed rezoning.

D. SUMMARY OF FINDINGS

The subject property is within the Urban Services Area and located adjacent to Interstate 10 within Unincorporated Leon County. The site consists of one vacant parcel totaling 39.4 +/- acres under single ownership. The area west and north of the applicant's property is developed with platted and un-platted single-family residential communities. The Welaunee Toe – East Planned Unit Development (PUD) is situated adjacent to east and south of the subject property and was approved on August 28, 2013. The Welaunee Toe – East PUD will include a town center and a mixture of commercial, residential, office and institutional uses. A new I-10 interchange at Welaunee Boulevard is also proposed within the PUD boundaries and will support increased intensity of land uses in this area. The Welaunee Toe – East is owned by the City of Tallahassee.

The current Future Land Use, *Urban Residential 2*, allows for residential densities up to 20 units per acre. The requested *Suburban* future land use category also allows for residential densities up to 20 units per acre, but also allows for non-residential uses. The non-residential intensities under the Suburban future land use category would be up to 80,000 square feet per acre.

The applicant's stated intent is to create vehicular access to the subject property via connection to the proposed Welaunee Boulevard. This section of Welaunee Boulevard is still in the planning and design phase, but construction of the roadway, along with requisite water and sewer services, are within the 5-year

Capital Improvements Element. Because the requisite infrastructure is considered funded, staff recommends approval of the FLUM change to allow non-residential uses once infrastructure becomes available.

The current zoning, Single Family Detached, Attached Two-Family Residential (R-3), establishes a maximum gross density for new residential development in the R-3 district at 8 dwelling units per acre. This zoning can implement EITHER the *Urban Residential 2* land use OR the *Suburban* land use; therefore, a concurrent rezoning is not necessary to implement the proposed map amendment. Furthermore, the Suburban Land Use policy (Policy 2.2.5 [L]) states “In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.” Consistent with this policy, staff recommends the subject area maintain the current zoning, until such time that the alignment of Welaunee Boulevard is finalized, and exact roadway, water, and sewer access points are determined. This will allow for efficient planning of the infrastructure networks to and within the subject site. The applicant would be required to connect to any public roadways stubbed to the subject site from the Welaunee Toe - East PUD per Mobility Policies 1.4.4 and 1.4.5.

There are limited environmental features on the subject property. However, it should be noted that this parcel drains into the Lake Lafayette Basin with a contributing watershed, Mount Hornbem (1,724 acres). This area contains variable densities of residential land uses, from residential subdivisions to large-tract individual parcels, along with light agricultural and silvicultural uses.

This land use change provides opportunities to connect with and support a mix of uses proposed for the Welaunee Toe East PUD within the general area, while also serving as a buffer between the currently established low-density single family residential communities located north and west of it, and the mix of commercial, office, residential, and civic uses proposed for lands south and east of it. The change from Urban Residential 2 to Suburban allows for an opportunity to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses consistent with the intent of the Suburban land use category.

E. STAFF ANALYSIS

History and Background

The subject site consists of one vacant parcel totaling 39.4 +/- acres under single ownership. Surrounding land uses include interstate highway to the north, vacant, unimproved land to the south, vacant unimproved land to the east and single-family estate homes to the west. The development pattern near the subject site consists of single-family housing on large lots of more than 1 acre accessible by a privately maintained single-lane dirt road, Pemberton Road. The applicant’s parcel is separated from Pemberton Road by two privately-owned parcels in use as Class I Cropland, and Class II Grazing.

The greater area surrounding the applicant’s property is developed with platted and un-platted single-family residential communities within a mile radius. The applicant’s property is situated 1,200 feet south of the Buckhead residential subdivision, which is situated on the northern side of Interstate 10. Approximately 3,500 feet west of the applicant’s property is a master planned residential subdivision, Centre Court. Centerville Trace, another master-planned community is located 5,805 feet to the west. The Applicant’s property is bordered on the East and South by large 428.54 +/- acre tract of land commonly referred to as the, “Welaunee Toe East” which is owned by the City of Tallahassee.

The Welaunee Toe – East Planned Unit Development (PUD)

The PUD was approved on August 28, 2013, as a component of a larger Welaunee Plantation located in northeastern section of Tallahassee / Leon County. According to the PUD:

The subject tract lies in the eastern portion of what is commonly referred to as the “Toe” of Welaunee Plantation and is owned by the City of Tallahassee.

The development of the PUD is governed by the Welaunee Critical Area Plan (CAP) which was adopted by the Tallahassee City Commission and the Leon County Board of County Commissioners in 2002. The entire PUD is within the Urban Service Area boundary. The CAP was integrated into the Tallahassee-Leon County Comprehensive Plan shortly after it was adopted in 2002. The PUD is subject to the covenants and restrictions included in the Special Warranty Deed recorded in the public records of Leon County, Florida, in Book 3450 at Page 596. The property is not currently accessible from Interstate 10. It is anticipated that the Welaunee Toe east will be afforded access to the extended Welaunee Boulevard, which will serve as a principal arterial East from the west.

The proposed Welaunee Toe - East PUD provides for the development of 1,454 dwelling units as provided for in the CAP. An additional 25% density bonus above the CAP limit of 1,454 dwelling units is allowed under the Inclusionary Housing Ordinance (IDO Number 04-0-90AA). This provides for an overall PUD Residential CAP Entitlement of 1,817 dwelling units. Overall residential density is projected to be 4.2 dwelling units per acre (Total Site Acreage divided by the Residential CAP Entitlement with density bonus applied).

According to the CAP, the Welaunee Toe – East Town Center and Neighborhood Center non-residential uses are planned at an estimated 272,441 gross square feet of retail and office uses which are permitted within the Town and Neighborhood Centers. The allowable ranges of uses within the Town and Neighborhood Centers have been established at 50% to 65% for retail uses and 35% to 50% for office uses for Phase I. At build out, the mix of uses in Town and Neighborhood Centers are planned at approximately 55% retail and 45% office. The CAP-required open space/recreational uses are provided through a combination of dedicated conservation, preservation, open space and park areas that have been located within various zoning districts of the PUD. The allocation per the CAP has been established at 15-25% for Primary Open Space and Recreational uses. Other uses of the PUD include stormwater management facilities, other community infrastructure and community services, and road rights-of-way.

In support of the Application for Land Exchange, a Comprehensive Plan Text Amendment entitled *Welaunee Plantation Access from Thornton Road (PCT130113)* was initiated by the City on October 24, 2012. Specifically, if the amendment is approved by the State of Florida, Trustees of the Internal Improvement Trust Fund (TIITF), Policy 13.1.4: Transportation (2) (B) would be amended to read that access to the Toe from Miccosukee Road shall occur only within approved road access corridors across the Miccosukee Canopy Road Greenway at Thornton Road, Edenfield Road, and Dempsey Mayo. All impacts to the canopy road protection zone from such access roads shall be minimized. Within the Staff Analysis, the preliminary recommendation was to Approve Amendment Request PCT130113 with an effective date tied to approval of the Thornton Road Land Exchange by TIITF.

Welaunee Boulevard

Regional connections of the roadway network within the Welaunee Toe – East PUD shall be provided via connectivity to the Canopy PUD segment and a future northern extension of Welaunee Boulevard, a principal arterial roadway, which is planned to connect to an interchange with Interstate 10 or an overpass until approval of an interchange is obtained.

The alignment of the Welaunee Boulevard overpass and / or interchange has not been predetermined. The future overpass and interchange at Interstate 10 and Welaunee Boulevard will be provided subject to approval by the Federal Highway Administration (FHWA) and Florida Department of Transportation (FDOT). An overpass may exist until an interchange is approved. No specific phase plan or development schedule has been determined for the Welaunee Toe – East PUD.

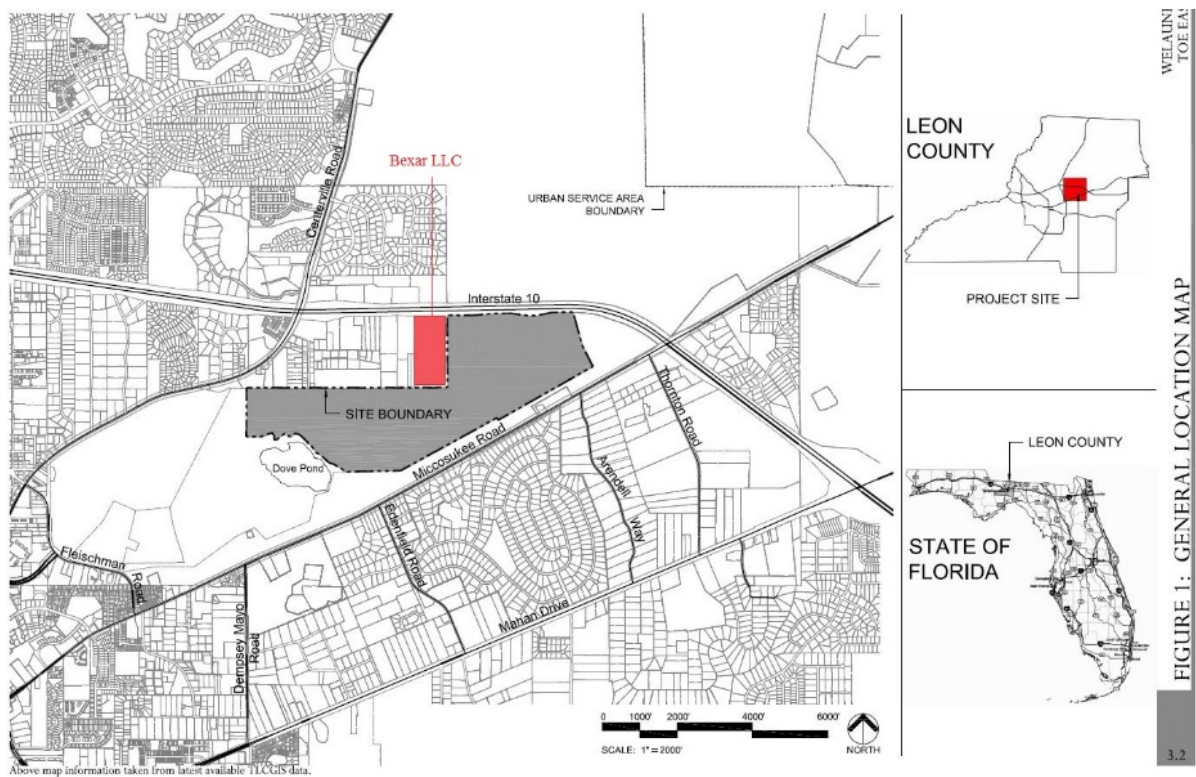


Figure 1: Showing the General location of the Welaunee Toe – East PUD relative to the subject property.

Infrastructure Analysis

Water/Sewer

According to the applicants estimates, this amendment is projected to result in additional demand for 135,100 gpd on the future land use map which is the difference between the current potable water demand and the proposed future potable water demand. This estimate assumes a reasonable worst case mixed use development scenario of 50% non-residential, 50% residential. The analysis assumes that non-residential development would result in reduced impacts on potable water facilities.

This Amendment will result in an additional demand for 135,100 gpd on the future land use map which is the difference between the current sanitary sewer demand and the newly proposed sanitary sewer demand

from the proposed plan amendment. This estimate assumes a reasonable worst case mixed use development scenario of 50% non-residential, 50% residential. The analysis assumes that non-residential development would result in reduced impacts on sewer facilities. The City of Tallahassee Water Resources Engineering Division has noted that the subject parcel does not have sewer service available at this location. Additionally, the Division has noted that Water and Sewer will be available when this section of Welaunee PUD is developed.

At present time, the applicant’s property is not serviced by the municipal water and sewer system. A potable water and sewer system are planned components of the Welaunee Toe East PUD, which runs south and east of the applicant’s property and could potentially serve to provide connections to the municipal water and sewer system. The applicant’s analysis projects their proposed development would result in additional demand for 135,100 gallons per day. This analysis assumes a mixed-use development scenario of 50% residential 50% non-residential. Increased non-residential development is expected to reduce demand on water resources. Actual demand is to be determined at the time of development review.

Use	Max Units / FAR	Estimated Rate	Total Water/Sewer Usage
Existing FLUM (Urban Residential 2)			
Urban Residential 2 20 Dwelling Units / Acre	40 Acres 800 Dwelling Units	160 gallons per capita per day	300,800 gpd
Total Potable Water/Sewer Demand Existing FLUM (UR2)			300,800 gpd
Suburban (Up to 20 dwelling units per acre)	20 Acres 400 Dwelling Units	160 gallons per capita per day	150,400 gpd
Medical Center (Allows Office, Commercial, Recreational, Light Infrastructure & Community Service) (up to 80,000 SF/acre)	20 Acres 1,600,000 SF	0.15 gpd/gross sq. ft.	240,000 gpd
Total Potable Water/Sewer Demand for Suburban			390,400 gpd
Projected Impact			+89,600 gpd

Analysis assumes 2.35 persons per dwelling unit. Analysis is based on a development scenario with 50% of the site dedicated to residential and 50% to non-residential uses in the Medical Center zoning district.

Schools

The proposed Amendment retains the existing zoning and therefore no change in allowable residential development between the current Urban Residential 2 land use category and the proposed Suburban land use category. At the time of development review, the applicant will be required to specify the amount of residential proposed on the site and the actual impacts will be determined by the Tallahassee-Leon County Planning Department and Leon County Public Schools at the time including any school concurrency fees.

Roadway Network

Currently, Pemberton Road provides partial access to the applicant’s property; an access easement is required to cross the neighboring parcels separating the applicant’s property from Pemberton Road. Pemberton Road is a privately-maintained dirt roadway with inadequate composition to support a mixed-use development. The applicant’s property is situated between two designated Canopy Roads, but lacks vehicular access to either roadway for safe ingress and egress. Requisite sewer, water and roadway

infrastructure via Welaunee Boulevard is within the 5-year Capital Improvement Plan. Depending on final engineering, Welaunee Boulevard will either immediately abut the subject parcel or come close to the parcel along City of Tallahassee owned land. In the case of the latter, access can be negotiated with the City at points that will most benefit the area transportation network. The applicant would be required to connect to any public roads extended to the subject property per Mobility Policies 1.4.4 and 1.4.5.

Policy 1.4.4: [M] (EFF. 12/15/11)

All development plans shall contribute to developing a local and collector street and unified circulation system that will allow multimodal access to and from the proposed development, as well as access to surrounding developments.

Policy 1.4.5: [M] (EFF. 12/15/11)

All development plans shall incorporate and continue all subarterial streets stubbed to the boundary of the development plan by previously approved development plans or existing development.

Pedestrian and Bicycle Network

The applicant's property is not located within or adjacent to any pedestrian or bicycle network facilities. The proposed typical section for Welaunee Boulevard does include pedestrian and bicycle facilities and the applicant would be required to comply with Policy 1.4.4 above regarding multimodal access.

Transit Network

The applicant's property is not currently located within or adjacent to any StarMetro or other transit network facilities.

Environmental Analysis

There are limited environmental features on the subject property, however, it should be noted that this parcel drains into the Lake Lafayette Basin with a contributing watershed, Mount Hornbem (1,724 acres). This area contains variable densities of residential land uses, from residential subdivisions to large-tract individual parcels, along with light agricultural and silvicultural uses.

F. CONSISTENCY WITH COMPREHENSIVE PLAN

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Residential Intensity	Percentage Mix of Uses
Low Density Residential	Res., Rec., LI&CS	0 to 8 Units / Acre	10,000 Sq. Ft. / Acre	65-80%
Low Density Residential Office	Res., Off., Rec., LI&CS	0 to 8 Units / Acre	10,000 Sq. Ft. / Acre	
Medium Density Residential	Res., Rec., LI&CS	8 to 16 Units / Acre	20,000 Sq. Ft. / Acre	
Medium Density Residential Office	Res., Off., Ancil. 1 st Fl. Comm., Rec., LI&CS & Post-Secondary Schools	8 to 20 Units / Acre	20,000 Sq. Ft. / Acre	
Village Center	Res., Off., Comm. Up to 50,000 SF,*	8 to 16 Units / Acre	12,500 Sq. Ft. / Acre	
Urban Pedestrian Center	Res., Off., Comm., Rec., LI&CS	6 to 16 Units / Acre	Up to 20,000 SF / Acre	35-50%
Suburban Corridor	Res., Off., Comm., Rec., LHI&CS	Up to 16 Units / Acre	Up to 25,000 SF / Acre	
Medical Center	Res., Off., Comm., Rec., LI&CS	6 to 20 Units / Acre	80,000 SF / Acre	
Business Park	Off., Res., Comm.	Up to 16 Units / Acre	20,000 SF / Acre	5-10%

Key: **Res.** = Residential, **Rec.** = Recreational, **LI&CS** = Light Infrastructure & Community Service, **Off.** = Office

*Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SF of floor area.

- **Policy 1.1.1: [L] In order to discourage urban sprawl, new development shall be concentrated in the urban service area plus in the Woodville Rural Community future land use category and the rural communities of Capitola, Chaires, Ft. Braden and Miccosukee, as designated on the future land use map.**

Analysis: The subject property is within the Urban Services Area and located adjacent to Interstate 10 within Unincorporated Leon County. .

- **Policy 1.1.5: [L] Future Land Use Map densities and intensities are intended to reflect the availability of capital infrastructure. Capital infrastructure, which supports higher land use densities and intensities, consists of sewer and water, roads, mass transit, solid waste, drainage, and parks.**

Analysis: The current Future Land Use, *Urban Residential 2*, allows for residential densities up to 20 units per acre. The requested *Suburban* future land use category also allows for residential densities up to 20 units per acre, but also allows for non-residential uses. The non-residential intensities under the *Suburban* future land use category would be up to 80,000 square feet per acre.

The current zoning, Single Family Detached, Attached Two-Family Residential (R-3), establishes a maximum gross density for new residential development in the R-3 district at 8 dwelling units per acre. This zoning can implement the *Urban Residential 2* land use or the *Suburban* land use; therefore a concurrent rezoning is not necessary to implement the proposed map amendment. Because the subject site is not served by sanitary sewer at this time, the minimum lot size allowable is one-half acre (Policy 1.2.1 [SS], Utilities Element). However, infrastructure is expected to become available with the extension of Welaunee Boulevard.

- **Policy 1.1.7: [L] Higher density and mixed-use development and its ancillary activities shall be channeled into locations which have proper access to the existing transportation system; minimal environmental constraints; sufficient stormwater treatment capacity; compatible existing land use and readily available sewer and water infrastructure.**

Analysis:

The requisite infrastructure is funded within the 5-year CIP. The current zoning should remain in place until such time as the final access points are determined. The rezoning could also account for compatibility with existing land uses.

- **Policy 1.1.11: [L] The growth management strategy of the Tallahassee-Leon County Comprehensive Plan is designed to be implemented by a series of instruments which include:**
 - 1) An Urban Service Area strategy to guide and coordinate land use densities and intensities with the availability of capital infrastructure and to discourage urban sprawl.**
 - 2) A Land Use Map to graphically distribute broad categories of land use and allowable densities and intensities. In conjunction with the Land Use Map, an environmental overlay system has been included which depicts the general location of environmental features which are to be preserved as required by the Conservation Element, or to which development limitations will apply as identified in the Conservation Element.**
 - 3) A Future Right-of-Way Needs Map to graphically represent planned future transportation projects in the City of Tallahassee (City) and Leon County (County) and a table of projects indicating the project termini and access classifications. This map, table, and corresponding land development regulations are intended to provide a basis for coordinating new development with the provision of transportation facilities by designating corridors where the construction and improvement of transportation facilities is expected. Objectives and policies related to the Future Right-of-Way Needs Map are provided in the Transportation Element.**
 - 4) Commercial Site Location standards, which apply to certain Future Land Use Categories other than Central Core, Central Urban, Village Mixed Use, Suburban, Bradfordville Mixed Use, Planned Development and Woodville Rural Community shall be implemented through the Land Development Regulations, are intended to integrate commercial land uses into the transportation network and development patterns to assure accessibility by the general public.**
 - 5) Land Use Category Summaries for each Future Land Use which in conjunction with the land use map provide the allowable densities and intensities of uses use on specific sites.**
 - 6) The Planned Development Future Land Use Category applies to large land holdings that will be developed for a mix of land uses.**
 - 8) Goals, Objectives and Policies which further add guidance by outlining courses of action to be taken in conjunction within the instruments listed above to further assure implementation. These instruments do not act independently of each other. Rather, they combine to form a set of parameters in which land use decisions are made consistent with a growth management strategy designed to address the issues important to the community.**

Analysis: The Applicant's property is situated within the Urban Services Area. There are limited environmental features on the subject property; however, it should be noted that this parcel drains into the Lake Lafayette Basin with a contributing watershed, Mount Hornbem (1,724 acres). This area contains variable densities of residential land uses, from residential subdivisions to large-tract individual parcels, along with light agricultural and silvicultural uses.

Currently, Welaunee Boulevard in the Project Development and Environment (PD&E) phase and there is no timeline for the construction of the Thornton Road extension.

The Suburban land use category would allow for the implementation of integrated commercial land uses into a future transportation network connecting to the proposed Welaunee Boulevard or Thornton Road extension. The Land Use Category would provide for Residential land uses up to 20 dwelling units per acre, and non-residential land uses up to 80,000 square feet per acre.

LEVEL OF SERVICE (REGULATIONS)

- **Objective 1.3: [L] Achieve and maintain the adopted level of service standards set forth within the Tallahassee-Leon County Comprehensive Plan.**

Policy 1.3.1: [L] Before a development order or permit is issued, local government shall ensure that the adopted level of service standards for the affected public facilities will be maintained in accordance with the Concurrency Management System.

Analysis: Potential connection points to Public Facilities to support the subject site are planned as a part of the Welaunee Toe East development. The property owner will be required to undergo concurrency review at the time of development review.

- **Policy 2.1.4: [L] Residential densities shall not be permitted that would exceed the ability of local government or other providers to deliver capital facilities and services in a cost-effective manner.**

Analysis: At present time, the subject property is eligible for up to 20 dwelling units per acre. Under the proposed Suburban future land use category, the same maximum dwelling unit per acre remains at 20 dwelling units per acre. Approval of the Suburban land use category for the applicant's property would not result in an increase in the allowable residential density for this site.

FUTURE LAND USE MAP CATEGORIES

Objective 2.2: [L] To coordinate future land uses with suitable topography and soil conditions, the protection of natural resources and with the availability of adequate infrastructure through the establishment of a Future Land Use Map depicting appropriate land use categories. In order to fulfill this intent, the Land Use Plan establishes policies and guidance for the mapping of Future Land Use Categories, which are depicted on the Future Land Use Map. These categories are designed to promote a variety of land use types and patterns to meet the needs of the community. The Tallahassee-Leon County Comprehensive Plan shall promote appropriate location of land uses and regulation of development density and intensity based upon: (1) protection of conservation and preservation features; (2) compatibility with adjacent existing and future residential land uses; (3)

access to transportation facilities in keeping with their intended function; and (4) the availability of infrastructure.

Analysis: Applicant's property contains limited environmental features, as previously noted. Under the current land use category and the proposed *Suburban* future land use category, the applicant's property would be eligible for the development of up to 20 dwelling units per acre. The proposed *Suburban* land use would allow up to 80,000 SF of non-residential space, based on development pattern. The subject property is compatible with minor commercial, minor and major office, other low density residential, passive and active recreational activities, light infrastructure and community services under a Planned Unit Development. Access to transportation facilities does not exist at this time, however, the proposed Welaunee Boulevard extension northward, and the possible extension of Thornton Road might provide the subject site with the needed availability of transportation infrastructure. Other infrastructure necessary for water, sewer systems to service the proposed Welaunee Toe East development, will provide the applicant's property the necessary connection points for the availability of infrastructure. Currently, there is no timetable for the development of Welaunee Toe East PUD.

Policy 2.2.5: [L] Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Analysis: The current zoning (R-3 Single Family Detached, Attached Two-Family Residential) is allowable in both the current Future Land Use Map designation (Urban Residential 2) and the proposed Future Land Use Map designation (Suburban); therefore the proposed map amendment would not necessitate a rezoning.

Utilities Element

- **Policy 1.2.1: [SS] The land use designations on the Future Land Use Map notwithstanding, the densities and intensities authorized by such land use designations shall not be allowed until such time as central water and sewer services are available, except as provided in Policy 1.2.3: [SS] and 1.2.4: [SS] below. The minimum lot size for a septic tank shall be one-half acre.**

Analysis: The *Urban Residential 2* land use category allows for up to 20 dwelling units per acre, single-use development. The *Suburban* land use category would also allow for up to 20 dwelling units per acre, but would also permit the development of non-commercial uses on the subject site up to 80,000 square feet per acre. The proposed amendment could result in a net 89,600 gpd impact to the municipal water and sewer system. Currently, the subject site is not serviced by the City's Central Water and Sewer system but the requisite facilities are funded within the 5-year Capital Improvements Plan.

- **Policy 1.2.3: [SS] With the exception of community facilities authorized by Policy 2.1.2 [SS], inside the Urban Service Area any non-residential development that is calculated to generate a wastewater flow in excess of 900 gallons per day must be connected to a central sanitary sewer service. For the purposes of administering this specific policy, Rule 64E-6.008 F.A.C. shall be used in calculating estimated sewage flows attributable to various types of non-residential development.**

Analysis: The applicant estimates its potential development at 50% residential / 50% non-residential would result in the total wastewater flow of 300,800 gpd, which is more than 900 gallons per day. Applicant shall be required to connect to a central sanitary sewer system.

Welaunee Critical Planning Area

- **Objective 13.1: Planned Development through 2020**

By 2020, the Welaunee Critical Planning Area may develop in the portions which are south of Interstate 10 (“Toe”) and south of Miccosukee Road and north of U.S. 90 (“Heel”) with a development pattern that includes predominantly walkable neighborhoods, mixed-use centers, a major employment center, diversity of housing choices, protection of conservation and preservation areas, and a transportation system which accommodates both vehicular and non-vehicular transportation.

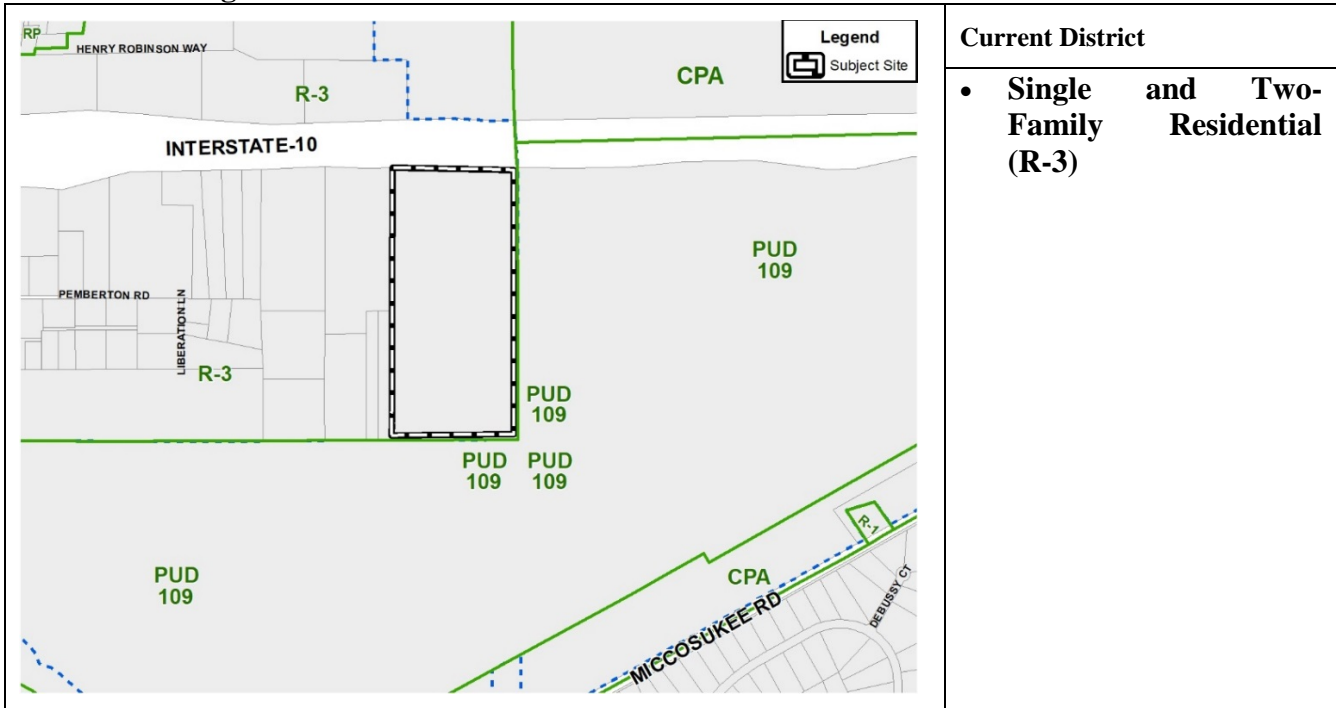
Analysis: The site is located adjacent to low density residential uses and a proposed mixed-use PUD which may include retail, office, and institutional uses. Proximity to a mix of the proposed future uses and the location of the property near a proposed I-10 interchange, positions this property to be a transition between the low-density residential communities that are currently established around it and the proposed mixed-use Welaunee Toe East PUD. This property is located outside of the Urban Core and could support a mix of uses within its general area, while also providing opportunities to better connect the community’s transportation infrastructure making it an ideal location for the proposed Suburban land use category.

Allowed land uses within the Suburban land use category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. Under the proposed Suburban land use category, the subject property could retain its current Single Family Detached, Attached Two-Family Residential (R-3) zoning until such time as requisite infrastructure is extended to the property.

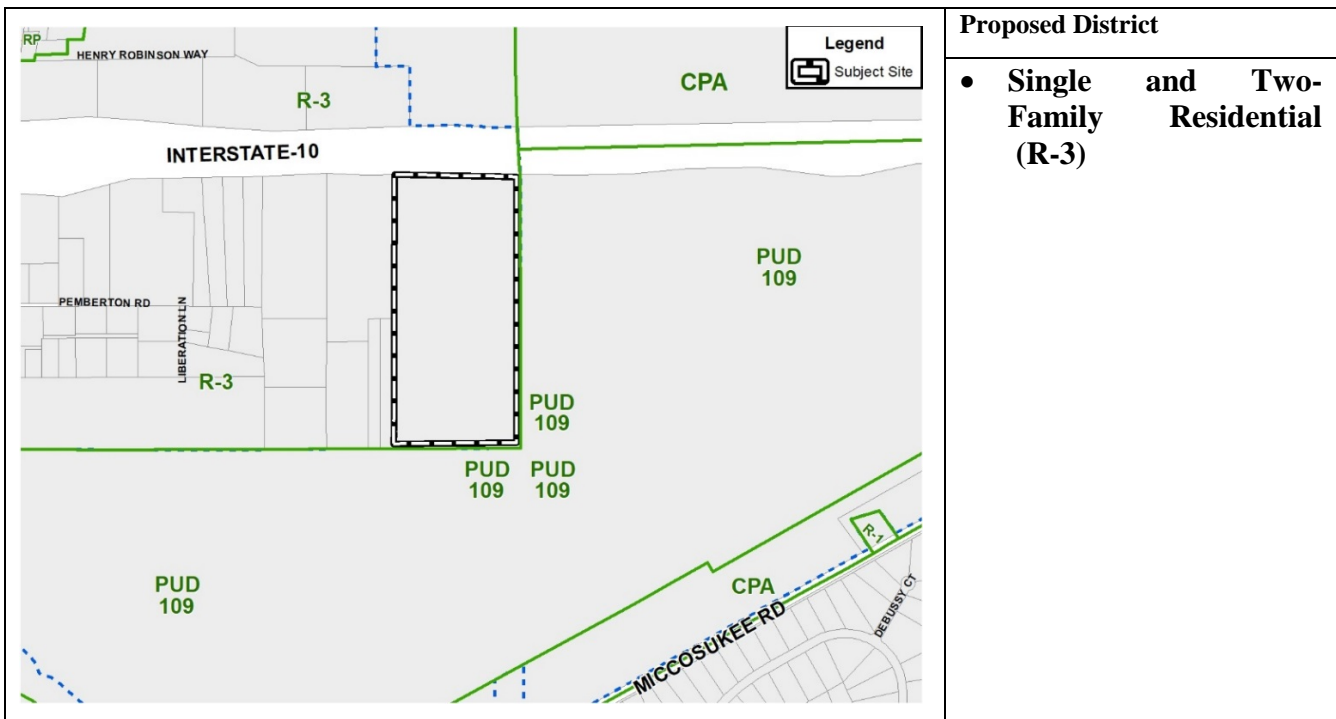
G. ZONING

The following maps illustrate the current and proposed zoning for the Subject Site.

Current Zoning



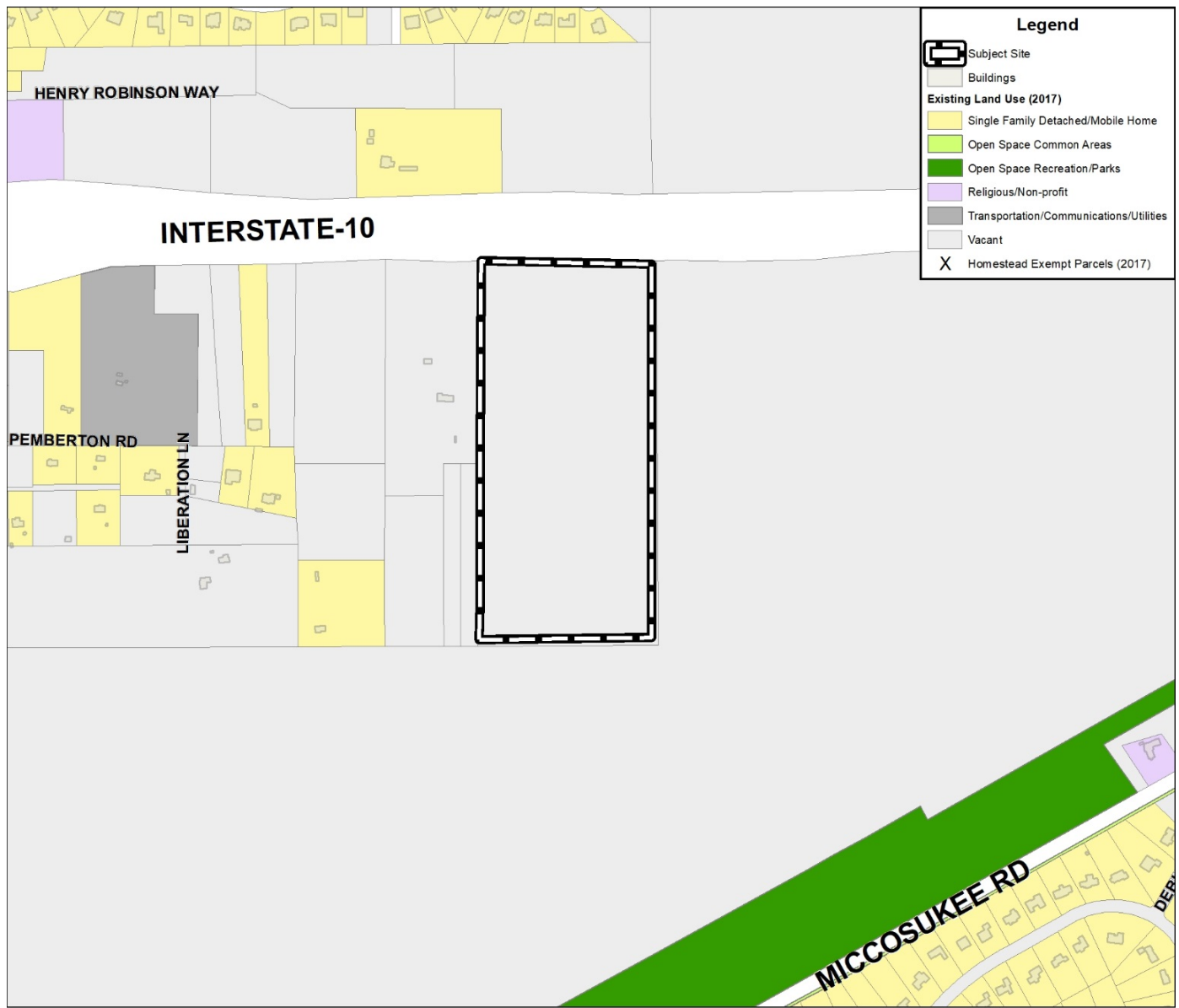
Proposed Zoning



Existing Land Uses

The applicant's land is an unimproved vacant parcel. This subject site is bounded by Vacant/Undeveloped properties on all sides. Interstate 10 serves as the northern boundary of the property. There are lower density single family residences between the applicant's land and Centerville Road that have been developed at a low-density / large lot residential pattern. The Buckhead neighborhood, located north of Interstate 10 is the closest platted residential subdivision to the applicant's property.

Existing Land Use Map



H. PUBLIC OUTREACH AND NOTIFICATION

An initial mailing was sent to 15 property owners within 1,000 feet of Subject Site.

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	November 9, 2018	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	November 5, 2018	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 29, 2018	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	December 29, 2018	Email Subscription Notice sent to all users of service

Public Open House - November 29, 2018: 18 citizens attended the open house to discuss the 2019 Cycle amendments. Regarding this amendment, citizens asked about the timeline for adopting the proposed amendment and residents of the community serviced by Pemberton Road, a privately maintained one-lane dirt road, expressed opposition to the proposed comprehensive plan amendment.

I. STAFF REPORT UPDATE

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

Cycle 2018 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 8, 2019	3:00 PM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 5, 2019	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	February 26, 2019	1:00 PM, Fifth Floor, Leon County Courthouse
X	Joint City-County Transmittal Public Hearing	March 12, 2019	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 14, 2019	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Workshop – January 8, 2019: The Local Planning Agency discussed each of the amendments for the 2019 Cycle. There were no questions from the Local Planning Agency on this amendment. Because the meeting was a workshop with the Local Planning Agency, citizen comments were not taken at this meeting. Citizen comments will be received at the Local Planning Agency Public Hearing scheduled for February 5, 2019. Although citizen comments are not taken at the workshop, six members of the public were in attendance to hear the discussion.

Local Planning Agency Public Hearing – February 5, 2019: The Local Planning Agency voted unanimously to recommend approval of the proposed Future Land Use Map Amendment and rezoning, consistent with the staff recommendation. The Applicant spoke at the Public Hearing and was available to answer questions. No other public comments were received at the Public Hearing.

J. ATTACHMENTS

- Attachment #1: Comprehensive Plan policies
- Attachment #2: Land Development Code sections





2019 Comprehensive Plan Amendment Cycle
LMA 2019 02
Bexar LLC

Attachment #1

Comprehensive Plan Policies

- Policies 2.2.24: [L] Urban Residential 2 (UR-2)
- Policy 2.2.5: [L] Suburban (SUB)

Policy 2.2.24: [L]

URBAN RESIDENTIAL 2 (REV. EFF. 7/26/06; REV. EFF. 3/14/07; REV. EFF. 1/22/16)

The primary intent of the Urban Residential 2 land use category, which is to be applied only within the Urban Services Area, is to encourage a range of density (4-20 dwelling units per acre) housing, thereby promoting infill development, reducing urban sprawl, and maximizing the efficiency of infrastructure. The implementing zoning district(s) shall contain design standards as well as locational criteria to accomplish these goals. The Urban Residential category allows townhouses, single-family detached, two-family, and multiple-family dwelling units as well as open space/recreation and community facilities related to residential uses. The implementing zoning district(s) within the land development regulations shall further specify the allowable uses. Urban Residential 2 may serve as a transition category between lower density residential categories and more intensive development such as higher density residential and/or office land uses or major roadways where alternative modes of transportation are available to support the increased residential densities. The category is not intended to be applied within the interior of an existing designated residential preservation area, unless to correct, legal non-conforming uses and/or densities. The maximum residential density within the Urban Residential 2 category is 20 units per acre.

Policy 2.2.5: [L]

SUBURBAN (EFF. 3/14/07)

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ (4)	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ (4)	10,000 SQ FT/ACRE (5)	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ ACRE	20,000 SQ FT/ACRE	
Medium Density Residential Office	Residential, Office, Ancillary 1 st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post-Secondary Schools	8 to 20 UNITS/ ACRE	20,000 SQ FT/ACRE ⁽⁶⁾	
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less (7)	65-80%
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ (3) ACRE	Up to 20,000 SQ FT/ACRE (3)	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ (1) ACRE	80,000 SQ FT/ACRE (2)	
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	5-10%
Light Industrial	Office, Commercial up to 10,000 SQ FT per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post- Secondary Schools and ancillary residential	1 UNIT/ DEVELOP MENT	20,000 SQ FT/ ACRE (9)	

Notes:

- (1) 8 units/acre minimum for exclusively residential;
- (2) Hospitals up 176,000 sq ft/acre;
- (3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
- (4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
- (5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.

- (6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
- (7) 250,000 SF of total development permitted on 20 to 30 acre centers.
- (8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
- (9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.



2019 Comprehensive Plan Amendment Cycle
LMA 2019 02
Bexar LLC

Attachment #2

Land Development Code Sections

- Section 10-6.637 Single- and Two-Family Residential District (R-3)

Section 10-6.637. R-3 Single- and Two-Family Residential District.

1. District Intent	PERMITTED USES								
	2. Principal Uses				3. Accessory Uses				
The R-3 district is intended to be located in areas designated Bradfordville Mixed Use, Urban Residential, Urban Residential 2, or Suburban on the Future Land Use Map of the Comprehensive Plan which contain or are anticipated to contain a wide range of single-family and two-family housing types. The maximum gross density allowed for new residential development in the R-3 district is 8 dwelling units per acre; a minimum density of 4 dwelling units per acre is required when applied to the Urban Residential future land use category. The minimum density is not applicable if constraints of public easements, concurrency, or preservation an/or conservation features preclude the attainment of the minimum densities. Certain community and recreational facilities related to residential uses are also permitted.	(1) Community facilities related to residential uses including religious facilities, police/fire stations, and elementary, middle, vocational, and exceptional student education schools. Libraries and high schools are prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (2) Golf courses. (3) Passive and active recreational facilities. (4) Single-family attached dwellings. (5) Single-family detached dwellings. (6) Two-Family dwellings. (7) Zero-lot line single-family detached dwellings.				(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee.				
DEVELOPMENT STANDARDS									
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	20 feet	not applicable	15 feet	25 feet	maximum length: 8 units	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	8,000 square feet	60 feet	100 feet	20 feet	same as for single-family detached dwellings	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Use	12,000 square feet	60 feet	100 feet	25 feet	same as for single-family detached dwellings	15 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).



2019 Comprehensive Plan Amendment Cycle
TTA 2019-005
Capital Improvements Element

SUMMARY		
Applicant:	Proposed Change	TLCDP Recommendation:
Tallahassee-Leon County Planning Department	The proposed amendment would provide for the adoption of the District Facilities Work Program by ordinance as part of the Capital Improvements Schedule instead of providing for the adoption by reference in Policy 1.2.8 [CI].	Approve
TLCDP Staff: Julie Christesen	Comprehensive Plan Element Capital Improvements Element	LPA Recommendation: Approve
Contact Information: Julie.Christesen@talgov.com 850-891-6433	Policy Number(s) Policy 1.2.8	
Date: November 26, 2018	Updated: March 13, 2019	

A. SUMMARY:

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

B. STAFF RECOMMENDATION:

Approve.

C. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION:

Approve.

D. PROPOSED POLICY CHANGE:

Policy 1.2.8: [CI] (EFF. 6/6/08; ~~REV. ANNUALLY~~) ~~Leon County Schools' 2016-2017 five year District Facilities Work Program (as adopted by Leon County Schools on October 25, 2016) is hereby adopted by reference into the five year Schedule of Capital Improvements.~~ The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of service standard for public schools is achieved and maintained.

E. APPLICANT'S REASON FOR THE AMENDMENT:

In recent years, the City of Tallahassee and Leon County have adopted the Leon County Schools' 5-year District Facilities Work Program (LCS Plan) update by reference through Policy 1.2.8 [CI] in the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan. Per Florida Statute, the LCS Plan should be adopted by ordinance as part of the annual Capital Improvements Schedule, instead of by a Comprehensive Plan amendment.

This change would resolve an outdated Policy 1.2.8 of the Capital Improvements Element. Therefore, a Comprehensive Plan amendment to delete the first sentence of Policy 1.2.8 is necessary.

F. STAFF ANALYSIS

History and Background

Consistent with Florida Statutes Chapter 163.3177(3)(a), the comprehensive plan shall contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components shall cover at least a 5-year period.
2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.
3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.

4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.

5. The schedule must include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility. The schedule must be coordinated with the applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7).

Based on this Statute, the Leon County Schools 5-Year District Facilities Work Program needs to be included in the Capital Improvements Schedule.

The Leon County Schools 5-Year District Facilities Work Program must be financially feasible. According to Section 1013.35(4), Florida Statutes, the adopted district educational facilities plan shall:

- (a) Be a complete, balanced, and financially feasible capital outlay financial plan for the district.
- (b) Set forth the proposed commitments and planned expenditures of the district to address the educational facilities needs of its students and to adequately provide for the maintenance of the educational plant and ancillary facilities, including safe access ways from neighborhoods to schools.

Section 163.3177(3)(b), Florida Statutes, states that the capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

Pursuant to Section 163.3177(3)(b), Florida Statutes, this amendment will allow the LCS Plan to be adopted by ordinance. Historically the LCS Plan has been adopted by reference in Policy 1.2.8 [CI]; however, this proposed amendment allows the LCS Plan to be adopted by ordinance and aligns the process with current state law.

STAFF REPORT UPDATE

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

Cycle 2019 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 8, 2019	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 5, 2019	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	February 26, 2019	1:00 PM, Fifth Floor, Leon County Courthouse
X	Joint City-County Transmittal Public Hearing	March 12, 2019	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 14, 2019	6:00 PM, Fifth Floor, Leon County Courthouse

Public Open House - November 29, 2018: 18 citizens attended the open house to discuss the 2019 Cycle amendments. There were no questions or comments on this proposed amendment.

Local Planning Agency Workshop – January 8, 2019: The Local Planning Agency discussed each of the amendments for the 2019 Cycle. Discussion on this amendment generally focused on why this amendment was brought forward at this time. It was brought forward to ensure compliance with statutory requirements. Because the meeting was a workshop with the Local Planning Agency, citizen comments were not taken at this meeting. Citizen comments will be received at the Local Planning Agency Public Hearing scheduled for February 5, 2019. Although citizen comments are not taken at the workshop, six members of the public were in attendance to hear the discussion.

Local Planning Agency Public Hearing – February 5, 2019: The Local Planning Agency voted unanimously to recommend approval of the proposed Comprehensive Plan text amendment, consistent with the staff recommendation. There were no citizen comments.

Joint City-County Transmittal Public Hearing – Both the Board of County Commissioners and the City Commission voted to transmit the proposed amendment to the State Land Planning Agency and other review agencies. There were no citizen comments on the item.

F. CONCLUSION:

Based on the above analysis, Planning Department staff recommends approval of the amendment request to be consistent with to Section 163.3177(3)(b), Florida Statutes.

H. ATTACHMENTS:

Attachment #1: Florida Statutes Section 163.3177(3)



2019 Comprehensive Plan Amendment Cycle
TTA2019005
Capital Improvements Element

Attachment #1

Florida Statute 163.3177 (3)(b)

The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

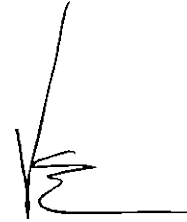
Leon County Board of County Commissioners

Agenda Item #14

May 14, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: First and Only Public Hearing to Consider a Third Amendment to the Southwood Integrated Development Order

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, 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 of a proposed third amendment to the Southwood Integrated Development Order to include three master plan revisions. The revisions in the proposed third amendment would allow an expansion to Creative Day Care, an increase of fifteen (15) Assisted Living Facility beds, and the establishment of a land use conversion table with transportation data. The proposed third amendment to the Integrated Development Order requires the approval of both the City and County Commissions.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and approve the third amendment to the Southwood Development of Regional Impact Development Order (Attachment #1).

Report and Discussion

Background:

On February 8, 2019, Carlton Fields Jordan Burt P.A., on behalf of the St. Joe Company, submitted an application to amend the Southwood Development of Regional Impact (Attachment #2). At the March 12th meeting, the Board approved the request for a public hearing for this third amendment. County and City approvals are required to amend the Southwood Integrated Development Order as requested by the applicant.

Southwood is a 3,222-acre mixed-use development located in the southeast area of the City of Tallahassee and Leon County. Due to the size and scope of the Southwood development, it is a Development of Regional Impact (DRI), pursuant to Florida Statutes Chapter 380. The DRI Development Order (DO) for Southwood was adopted by the City and County in 1999. The DO defines the plan of development of the Southwood DRI and requires the developer to fund a number of associated infrastructure improvements. The entirety of the site is zoned Planned Unit Development (PUD). The adopted PUD zoning district implements the specific requirements of the DRI DO and establishes the development standards for the project.

In 2018, Chapter 380.06, Florida Statutes, was amended to eliminate the DRI review process. Amendments to DRI's are no longer reviewed by the State of Florida or the Apalachee Regional Planning Council. Amendments to DRI's are strictly within the purview of the local governments in which a DRI is located.

This is the third request to amend the Southwood DRI DO. The first amendment was for the Independence Landing Project to serve adults with cognitive and developmental disabilities and was approved by the Board on October 23, 2018. The second amendment allowed a proposed 82,000 square foot addition to the Florida State University School (FSUS) and was approved by the Board on March 12, 2019.

Analysis:

The St. Joe Company is seeking three master plan changes as part of this third amendment to the Southwood DRI DO. A fourth proposed master plan change to amend the trail map was removed from this application and will be included in a later phase (Attachment #2). The three master plan changes are as follows:

- As part of this amendment, Creative Day Care is proposing a 9,000 square foot expansion. The allocated square footage for all day care uses within the DRI has reached maximum capacity under the existing DO. According to the Leon County Property Appraiser, the current Creative Day Care facility is 9,807 square feet. To address the additional traffic impact associated with the increased day care use, the applicant plans on reducing the entitlement of 19,272 square feet of commercial use within the DRI from 500,000 to 480,728 square feet. Staff has determined the day care expansion is equivalent to the same amount of traffic that would be generated by the amount of commercial square footage reduction being proposed (See Exhibit B-1 of Attachment #1).

- The second master plan change consists of an additional fifteen (15) beds for Pruitt Health Center, which serves as an Assisted Living Facility (ALF). Staff has determined the increased number of beds is equivalent in trip generation to eight hotel rooms. The number of hotel rooms allowed within the DO is proposed to be reduced from 170 to 162 (See Exhibit F of Attachment #1).
- The third master plan change includes the establishment of a land use conversion table that would allow the conversion of project trips between land uses in Southwood with a neutral trip generation impact while providing greater flexibility in the future as market conditions change. Part of the analysis converts the aforementioned day care and ALF trips to a reduction in retail/commercial uses and hotel beds, respectively (See Exhibit I of Attachment #1).

The third amendment to the Southwood Integrated DO was reviewed by the Planning Commission for consistency with the Tallahassee-Leon County Comprehensive Plan at their April 2, 2019 Public Hearing. The Department of PLACE and the Planning Commission found it consistent with the Comprehensive Plan. The City of Tallahassee will hold a Public Hearing on the proposed Amendment, which is tentatively scheduled for May 15, 2019.

If the proposed change to the DO is approved, the City's Growth Management Department can finalize the proposed PUD amendment to the Southwood Concept Plan, which is currently in process. The applicant will be required to apply for a final site and development plan for the daycare expansion if both the proposed amendment to the DRI DO and the PUD amendment are approved.

Notice of the Public Hearing on the proposed amendment was advertised consistent with all legal requirements (Attachment #3).

Options:

1. Conduct the first and only Public Hearing and approve the third amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1).
2. Conduct the first and only Public Hearing and do not approve the third amendment to the Southwood Development of Regional Impact Integrated Development Order.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed 3rd Amendment to Southwood DRI Integrated Development Order
2. Letter Requesting Amendment to Southwood DRI Integrated Development Order
3. Legal Ad

THIRD AMENDMENT TO THE INTEGRATED DEVELOPMENT ORDER
FOR THE SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT

WHEREAS, the Southwood Development of Regional Impact (DRI) is a mixed-use development on approximately 3,322 acres located in the City of Tallahassee and in unincorporated Leon County, Florida; and

WHEREAS, the original development order for the Southwood DRI was issued in 1999; and

WHEREAS, the original development order was amended by the Integrated Development Order, 1999-2017 (the “Integrated Development Order”), approved by the Tallahassee City Commission on October 25, 2017 and the Leon County Board of County Commissioners on November 14, 2017; and

WHEREAS, the first amendment to the Integrated Development Order was approved by the Tallahassee City Commission on October 17, 2018 and the Leon County Board of County Commissioners on October 23, 2018 which approved the Independence Landing project; and

WHEREAS, the second amendment to the Integrated Development Order was approved by the Leon County Commission on March 12, 2019 and the Tallahassee City Commission on March 27, 2019 which approved the Florida State University School project; and

WHEREAS, the St. Joe Company on February 8, 2019 submitted an application to amend the Integrated Development Order (the “Amendment”) to convert 19,272 square feet of commercial development to 9,000 square feet of educational/institutional use for the expansion of the Creative Child Learning Center; to convert 8 hotel rooms to 15 assisted living/continuing care facility beds for the expansion of Pruitt Health; and to establish a Land Use Conversion Table as Exhibit I; and

WHEREAS, the conversion of 19,272 square feet of commercial development to 9,000 square feet of educational/institutional use for the expansion of the Creative Child Learning Center and the conversion of 8 hotel rooms to 15 assisted living/continuing care facility beds for the expansion of Pruitt Health is reflected in the amended development entitlements shown herein; and

WHEREAS, the Leon County Board of County Commissioners held a public hearing on May 14, 2019, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and the land development regulations; and

WHEREAS, the Tallahassee City Commission held a public hearing on May 15, 2019, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and land development regulations.

NOW THEREFORE, IT IS HEREBY ORDERED BY LEON COUNTY, BOARD OF COUNTY COMMISSIONERS AND THE CITY COMMISSION OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. Section 2.E. to the Integrated Development Order is amended to read as follows:

E. The Southwood DRI shall consist of 3,322 acres as follows:

[1. no changes]

2. ~~799,502~~ 780,230 GSF of commercial uses;

[3. And 4. no changes]

5. ~~485,000~~ 494,000 GSF of educational/institutional uses; and

[6. no change]

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 of 160,000 GSF of Phase I 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 increase or decrease the amount of a particular land use within the approved development program without amending the DRI Integrated Development Order by using the Land Use Conversion Table (Exhibit “I”). Use of the conversion table shall be limited to no more than a 25% increase or decrease of development entitlements for each use listed in Exhibit B-1. If a conversion which would result in greater than 25% increase or decrease of a use is needed, an amendment to the Integrated Development Order shall be required to accommodate the conversion. The only exception to the 25% conversion limit is the conversion of up to 100% of the undeveloped hotel rooms, so long as the receiving land use does not exceed the 25% change threshold, and conversions resulting in up to 500 assisted living/continuing care facility beds. Use of the Land Use Conversion Table shall not provide the ability to exceed the development impacts analyzed in the DRI Application for Development Approval (ADA). Any time the Land Use Conversion Table is used, the City of Tallahassee Growth Management and Leon County Development Services and Environmental Management Departments must be provided notice at least 30 days in advance of use of the Land Use Conversion Table in the form of an on-going accounting report. Use of the table will be reported with documented development impacts as an on-going accounting table in the Annual Report. Cumulative changes shall be reflected with subsequent amendments to the Southwood DRI Integrated Development Order.

~~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 for 2.7 beds Assisted Living. Commercial to Assisted Living may be converted at a rate of 1,000 SR 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.~~

Section 2. Exhibit B-1 to the Integrated Development Order is deleted and replaced with amended Exhibit B-1, attached hereto.

Section 3. Exhibit F to the Integrated Development Order is deleted and replaced with amended Exhibit F, attached hereto.

Section 4. Land use conversions shall be authorized as set out in the Southwood Land Use Conversion Table, attached hereto as Exhibit I.

Section 5. Except as amended herein, the terms and provisions of the Integrated Development Order, as amended, shall remain in full force and effect.

Section 6. This Amendment shall take effect upon approval by the Tallahassee City Commission and the Leon County Board of County Commissioners.

DULY PASSED AND APPROVED by the Leon County, Florida, Board of County Commissioners this DATE day of May 14, 2019.

LEON COUNTY, FLORIDA

By: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTESTED BY:

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

APPROVED AS TO FORM:
Leon County Attorney's Office

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

Passed and Approved by the City of Tallahassee City Commission on May 15, 2019.

CITY OF TALLAHASSEE

By: _____
John Dailey
Mayor

ATTESTED BY:

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

APPROVED AS TO FORM:
Tallahassee City Attorney's Office

By: _____
Cassandra K. Jackson
City Attorney

EXHIBIT B-1
SOUTHWOOD DRI DEVELOPMENT PROGRAM

DRI LAND USES	Phase 1 (1999-2010)		Phase 2a (2005-2027)		Phase 2b (2020-2027)		PROJECT TOTAL	
	Acres	BU/GSF	Acres	BU/GSF	Acres	BU/GSF	Acres	BU/GSF
Residential 1)								
Single Family	455	1,048 DU	489	1,026 DU			944	2,074 DU
Multi-Family	96	777 DU	294	2,319 DU			390	3,096 DU
SUBTOTAL	551	1,825 DU	783	3,345 DU			1,334	5,170 DU
Commercial (Wholesale, Retail & Service) (2)	149	287,000 GSF	191	480,728 500,000 GSF	197	12,502 GFS	537	780,230 99,502 GSF
Office (2)	130	500,000 GSF	191	150,000 gfs	197	1,544,117 GSF	508	2,194,117 GSF
Hotel (2)			191	16270 rooms	197		388	16270
Industrial			55	402,000 GFS	138	2,328,381 GSF	193	2,630,381 GSF
Educational/Institutional								
Educational Institutional (3)	148	230,000 GFS		26455 ,000 GSF	29		177	49485 ,000 GSF
SUBTOTAL		230,000 GFS						49485 ,000 GSF
Recreation & Open Space								
Central Park (4)	125						125	
Community Park (5)	195						195	
North Park			36				36	
Golf Course/Clubhouse	214						214	
Other Open Space & Buffers (6)	772		25				797	
SUBTOTAL	1306		61				1,367	
TOTALS (7)	2,125		1,003		194		3,322	

Notes:

1. Single family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.
2. Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.
3. Up to 31,000_GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.
4. Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.
5. Community Park includes 42 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.2.
6. Other Open Space and Buffers includes open space corridors throughout the project (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.
7. Commercial, Office, Hotel and Industrial Acreages may include the same pods in multiple categories to reflect the wide range of allowable uses within various land uses. Refer to exhibit B-2 for specific pod acreages.
8. Daycare use shall be included in the educational/institutional allocation.

EXHIBIT F

SouthWood Phase 2a - Cumulative Trip generation Summary

Land Use	Pod Code	Units/Square Feet	Total Trips	5% TDM Trips	Enter Trips	Exit Trips
Single-Family Housing	LSF	491 units	545	518	326	192
Single-Family Housing	LDR	1,585 units	1,675	1,591	1,002	589
Multi-Family Housing	MDR	2,694 units	1,672	1,588	1,032	556
Office	MUOC/TC	650,000 gsf	1,043	991	168	823
Retail/Commercial	MUOC/TC	770,000 gsf	3,999	3,800	1,824	1,976
Southwood House	HHO	17,000 gsf	25	23	10	13
Catholic School	MUEI-3	79,000 gsf	149	141	52	89
FSU High School	MUEI-2	234,000 gsf	606	576	357	219
Public K-8 School	MUEI-3	90,000 gsf	72	68	31	37
Research & Development	MUI	500,000 gsf	502	477	72	405
Hotel	MUOC/TC/HHO	170 rooms	90	85	42	43
Community Center		12,800 gsf	22	21	7	14
Central Park		123 acres	5	5	2	3
Community Park		215 acres	13	12	5	7
Golf Course		18 holes	49	47	21	26
TOTAL			10,468	9,943	4,953	4,990

TRIP GENERATION ASSUMPTIONS

Land Use and Trip Assumptions based on ITE Trip Generation Manual, 7th Edition with the exception of the schools, which are based on local survey data. The Trip Rate applied to each land use is derived from ITE trip equations (if available) or average trip rates. The office uses may include typical accessory uses as provided for in the MUOC and TC zoning districts of the Southwood PUD. Trips reduced by 5% to reflect higher than average bicycle and pedestrian use.

Independence Landing - The Independence Landing amendment added 400 units to the Southwood DRI that are not shown in the DRI entitlements above. Those units were analyzed separately for impacts and will not be required for mitigation by St. Joe pursuant to the DRI development order.

LAND USE CONVERSION HISTORY (SINCE 2019)

1. FSUS amendment – Developer converted 98,000 SF of industrial to create 82,000 SF of education/institutional.
2. Day Care/ALF amendment – Developer converted 19,272 SF of retail/commercial to create 9,000 SF of Day Care and converted 8 hotel rooms to create 15 ALF beds.

EXHIBIT I

Southwood Updated Land Use Conversion Table

Land Use Conversion		TO:																PM Peak Hour Trip Generation				
		Single-Family Housing	Multi-Family Housing	Office	Retail / Commercial	Assisted Living Facility	Southwood House	Catholic School	Public K-8 School	Day Care Center	Research & Development	Hotel	Community Center	Central Park	Community Park	Golf Course	FSU School	Land use	ITE Code or DRI	Effective Trip Generation Rate		
FROM:	Units	DU	DU	KSF	KSF	Beds	KSF	KSF	KSF	KSF	KSF	Rooms	KSF	Acres	Acres	Holes	KSF					
	Single-Family Housing	DU	1.00	1.72	0.67	0.21	4.11	0.73	0.57	1.34	0.10	1.07	2.02	0.61	26.73	17.82	0.39	0.90	Single-Family Housing	DRI	T= 1.07	*(X), X is # of Dwelling Units
	Multi-Family Housing	DU	0.58	1.00	0.39	0.12	2.39	0.42	0.33	0.78	0.06	0.62	1.17	0.35	15.52	10.34	0.23	0.52	Multi-Family Housing	DRI	T= 0.62	*(X), X is # of Dwelling Units
	Office	KSF	1.50	2.59	1.00	0.31	6.17	1.09	0.85	2.01	0.14	1.60	3.03	0.92	40.12	26.74	0.59	1.35	Office	DRI	T= 1.60	*(X), X is 1,000 Square Feet
	Retail / Commercial	KSF	4.86	8.37	3.24	1.00	19.98	3.53	2.75	6.49	0.47	5.17	9.81	2.97	129.84	86.56	1.90	4.36	Retail / Commercial	DRI	T= 5.19	*(X), X is 1,000 Square Feet
	Assisted Living Facility	Beds	0.24	0.42	0.16	0.05	1.00	0.18	0.14	0.33	0.02	0.26	0.49	0.15	6.50	4.33	0.09	0.22	Assisted Living Facility	254	T= 0.26	*(X), X is # of Beds
	Southwood House	KSF	1.38	2.37	0.92	0.28	5.66	1.00	0.78	1.84	0.13	1.46	2.78	0.84	36.76	24.51	0.54	1.24	Southwood House	DRI	T= 1.47	*(X), X is 1,000 Square Feet
	Catholic School	KSF	1.76	3.04	1.18	0.36	7.25	1.28	1.00	2.36	0.17	1.88	3.56	1.08	47.15	31.43	0.69	1.58	Catholic School	DRI	T= 1.89	*(X), X is 1,000 Square Feet
	Public K-8 School	KSF	0.75	1.29	0.50	0.15	3.08	0.54	0.42	1.00	0.07	0.80	1.51	0.46	20.00	13.33	0.29	0.67	Public K-8 School	DRI	T= 0.80	*(X), X is 1,000 Square Feet
	Day Care Center	KSF	10.40	17.92	6.93	2.14	42.77	7.56	5.90	13.90	1.00	11.08	21.00	6.35	278.00	185.33	4.06	9.34	Day Care Center	565	T= 11.12	*(X), X is 1,000 Square Feet
	Research & Development	KSF	0.94	1.62	0.63	0.19	3.86	0.68	0.53	1.26	0.09	1.00	1.90	0.57	25.10	16.73	0.37	0.84	Research & Development	DRI	T= 1.00	*(X), X is 1,000 Square Feet
	Hotel	Rooms	0.50	0.85	0.33	0.10	2.04	0.36	0.28	0.66	0.05	0.53	1.00	0.30	13.24	8.82	0.19	0.44	Hotel	DRI	T= 0.53	*(X), X is # of Rooms
	Community Center	KSF	1.64	2.82	1.09	0.34	6.73	1.19	0.93	2.19	0.16	1.74	3.31	1.00	43.75	29.17	0.64	1.47	Community Center	DRI	T= 1.75	*(X), X is 1,000 Square Feet
	Central Park	Acres	0.04	0.06	0.02	0.01	0.15	0.03	0.02	0.05	0.00	0.04	0.08	0.02	1.00	0.67	0.01	0.03	Central Park	DRI	T= 0.04	*(X), X is Acres
	Community Park	Acres	0.06	0.10	0.04	0.01	0.23	0.04	0.03	0.08	0.01	0.06	0.11	0.03	1.50	1.00	0.02	0.05	Community Park	DRI	T= 0.06	*(X), X is Acres
	Golf Course	Holes	2.56	4.41	1.71	0.53	10.54	1.86	1.45	3.43	0.25	2.73	5.18	1.57	68.50	45.67	1.00	2.30	Golf Course	DRI	T= 2.74	*(X), X is # of holes
	FSU School	KSF	1.11	1.92	0.74	0.23	4.58	0.81	0.63	1.49	0.11	1.19	2.25	0.68	29.75	19.83	0.43	1.00	FSU School	522	T= 1.19	*(X), X is 1,000 Square Feet

*Updated April 2019

* The Developer may increase or decrease the amount of a particular land use within the approved development program without amending the DRI Integrated Development Order by using the Land Use Conversion Table (Exhibit I). Use of the conversion table shall be limited to no more than a 25% increase or decrease of development entitlements for each use listed in Exhibit B-1. If a conversion which would result in greater than 25% increase or decrease of a use is needed, an amendment to the Integrated Development Order shall be required to accommodate the conversion. The only exception to the 25% conversion limit is the conversion of up to 100% of the undeveloped hotel rooms, so long as the receiving land use does not exceed the 25% change threshold, and conversions resulting in up to 500 assisted living/continuing care facility beds. Use of the Land Use Conversion Table shall not provide the ability to exceed the development impacts analyzed in the DRI Application for Development Approval (ADA). Any time the Land Use Conversion Table is used, the City of Tallahassee Growth Management and Leon County Development Services and Environmental Management Departments must be provided notice at least 30 days in advance of use of the Land Use Conversion Table in the form of an on-going accounting report. Use of the table will be reported with documented development impacts as an on-going accounting table in the Annual Report. Cumulative changes shall be reflected with subsequent amendments to the Southwood DRI Integrated Development Order.



ATTORNEYS AT LAW

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Tallahassee
Tampa
Washington, DC
West Palm Beach

February 8, 2019

Dave McDevitt, Director
Development Support and Environmental Management
Renaissance Center
435 North Macomb, Second Floor
Tallahassee, Florida 32301

Dave:

On behalf of the St. Joe Company, we are submitting an application to amend the Southwood Development of Regional Impact (DRI). The purpose of the amendment is to do the following:

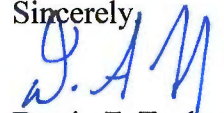
1. **Adopt a conversion table** – The current DRI Development Order includes development order language authorizing limited conversions to institutional uses and assisted living facilities. The proposed amendment would replace those provisions with a general conversion table allowing for all uses to be converted up to 25% of the approved use in the DRI development order. This type of conversion table is very common in many projects within the State. This amendment also adds language allowing for all of the remaining industrial and hotel entitlements to be converted to other uses as long as the 25% threshold is not exceeded for the newly created use. This would give the developer more flexibility to respond to market demands without creating new impacts;
2. **Expand existing day care center** – The Creative Day Care located at 4390 Grove Park Drive in Southwood is proposing to expand by 9,000 square feet (Parcel ID # 312211 A0010). It is located in MDR-9. The additional entitlements for the day care center would be created through the conversion of 19,272 square feet of commercial to create the 9,000 square feet of day care center;
3. **Expand Pruitt Health Center** – The Pruitt Health Center is a skilled nursing facility located in MDR-14 (Parcel ID #3109050000010) The Pruitt Center needs 15 additional assisted living facility (ALF) beds. The additional 15 beds would be created through the conversion of 8 hotel rooms;
4. **Amend the DRI Development Order to reflect the proposed conversions**

Carlton Fields Jordan Burt, P.A.

An application is also being submitted to the City of Tallahassee since both jurisdictions must approve this amendment.

If you have any questions please contact me at (850) 425-3398 or via email at dtaylor@carltonfields.com.

Sincerely,



Darrin F. Taylor

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “County”) will conduct a public hearing on Tuesday, May 14, 2019, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a request for approval of a proposed amendment to the Southwood Development of Regional Impact (DRI) Integrated Development Order (DO), pursuant to Section 380.06(7), Florida Statutes (2018).

The applicant seeks approval of certain master plan changes, as follows: convert 19,272 square feet of commercial development to 9,000 square feet of educational/institutional use for the expansion of the Creative Child Learning Center; convert 8 hotel rooms to 15 assisted living/continuing care facility beds for the expansion of Pruitt Health; and update the transportation conversion table.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the proposed amendment to the Southwood Development of Regional Impact Integrated Development Order may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe Street
5th Floor Reception Desk
Tallahassee, Florida 32301

and

Leon County Department of Development Support
and Environmental Management
435 N. Macomb Street
Renaissance Center, 2nd Floor
Tallahassee, Florida 32301

Advertise: April 29, 2019