

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA REGULAR MEETING

**Tuesday, September 24, 2019
3:00 p.m.**

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



COUNTY COMMISSIONERS

Jimbo Jackson, Chairman
District 2

Bryan Desloge, Vice Chair
District 4

Kristin Dozier
District 5

Mary Ann Lindley
At-Large

Nick Maddox
At-Large

Rick Minor
District 3

Bill Proctor
District 1

Vincent S. Long
County Administrator

Herbert W.A. Thiele
County Attorney

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

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

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

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, September 24, 2019, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Pastor Brian Neugent of the Generations Church

Pledge of Allegiance by Chairman Jimbo Jackson

AWARDS AND PRESENTATIONS

- Proclamation Recognizing October as Pregnancy and Infant Loss Awareness Month
(Chairman Jackson)
- Proclamation Recognizing October as Breast Cancer Awareness Month
(Commissioner Dozier)
- Proclamation Recognizing the Retirement of Bernie Waxman after 45 Years of Service at Florida State University
(Commissioner Desloge)
- Presentation on the Community Health Improvement Plan
(Claudia Blackburn, Florida Department of Health-Leon)

CONSENT

1. Minutes: June 18, 2019 FY 2020 Budget Workshop and July 9, 2019 Regular Meeting
(Clerk of Court)
2. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
3. Proposed Leon County Capital Asset Policy
(County Administrator/ Clerk of Court/ Office of Financial Stewardship)
4. Commissioner Appointments to the Housing Finance Authority and the Science Advisory Committee
(County Administrator/ County Administration)
5. Commissioner Appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls
(County Administrator/ County Administration)
6. 2019 State Aid to Libraries Grant Agreement
(County Administrator/ Library)
7. Driver's Education Program Agreement with Leon County Schools for Fiscal Year 2020
(County Administrator/ Office of Intervention & Detention Alternatives)
8. Program and Funding Agreements with the Council on Culture and Arts
(County Administrator/ County Administration/ Tourism)

9. Medicaid Managed Care Supplemental Payment Program
(County Administrator/ Emergency Medical Services)
10. Locally Funded Agreement Between Leon County and Florida Department of Transportation for the Design of the Miccosukee Road Bridge Replacement
(County Administrator/ Public Works)
11. Resolution of Support for the Honorary Designation of the I-10 Interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange”
(County Administrator/ County Administration)
12. Hurricane Michael Housing Recovery Program Funding
(County Administrator/ Office of Human Services & Community Partnerships/ Housing)
13. Community Human Services Partnership Agency FY 2020 Funding
(County Administrator/ Office of Human Services & Community Partnerships)
14. State of Florida Department of Health FY 2020 Public Health Contract
(County Administrator/ Office of Human Services & Community Partnerships)
15. Proposed Revised Policy No. 02-5 “Tangible Personal Property Policy and Procedures”
(County Administrator/ Office of Financial Stewardship/ Purchasing)

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

16. 2019 Leon County Annual Report
(County Administrator/ County Administration/ Community & Media Relations)
17. Consideration of a Resolution Encouraging the Elimination of Single-Use Plastic Straws and a County Policy Banning their Use in County Operations and at County Events
(County Administrator/ Office of Resource Stewardship/ Sustainability)
18. Approval to Issue an Invitation to Bid for the Exclusive Franchise to Provide Waste Collection Services in Unincorporated Leon County
(County Administrator/ Office of Resource Stewardship)
19. Bid Award for the Linene Woods Drainage Improvements Phase 1 Project
(County Administrator/ Public Works/ Purchasing)
20. Consideration of a Resolution of Support for the Removal of Racially Restrictive Language in all Residential Recording Instruments
(County Attorney)
To be distributed under separate cover.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

21. Second and Final Public Hearing for Adoption of the FY19/20 Final Millage Rates and Final Budgets
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Canopy Community Development District Meeting Minutes from May 21, 2019, June 4, 2019 and July 9, 2019

ADJOURN

*The next Regular Board of County Commissioner's meeting is scheduled for
Tuesday, October 15, 2019 at 3:00 p.m.*

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

PUBLIC NOTICE

Leon County Board of County Commissioners

2019 Tentative Meeting Schedule

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

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

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

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

Month	Day	Time	Meeting Type
April 2019 (cont.)	<i>Thursday 11 & Friday 12</i>	<i>Seminar 3 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 16	9:00 a.m. – 1:00 p.m. 1:30 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat City Commission Chambers
	Tuesday 23	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending Official Zoning Map to Change Zoning Classification from Single- and Two-Family Residential District (R-3) District to Light Industrial (M-1) District
May 2019	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2019 Comprehensive Plan Amendments
		6:00 p.m.	First & Only Public Hearing to Consider Third Amendment to Southwood Integrated Development Order
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 27	Offices Closed	MEMORIAL DAY
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
June 2019	<i>Tuesday 11 - Friday 14</i>		<i>FAC Annual Conference & Educational Exposition Orange County; Orlando, FL</i>
	Monday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 18	9:00 a.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider Fourth Amendment to the Southwood Integrated Development Order
		6:00 p.m.	First & Only Public Hearing to Consider Adoption of an Ordinance Enacting the Recodified Leon County Code of Laws
		6:00 p.m.	First & Only Public Hearing to Consider Adoption of Ordinance Providing for a Code of Ethics
		6:00 p.m.	First & Only Public Hearing to Approve the Proposed Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-ad Valorem Assessment Roll
	Thursday 27	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
July 2019	Thursday 4	Offices Closed	INDEPENDENCE DAY
	Tuesday 9	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

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

Month	Day	Time	Meeting Type
October 2019 (cont.)	Tuesday 15	6:00 p.m. <i>Rescheduled to January 2020</i>	Second public hearing to adopt a proposed Ordinance amending Section 10-1.101, entitled “Definitions” and creating a new Section 10-6.820, entitled “Solar Energy Systems,”
		6:00 p.m. <i>Rescheduled to December 10</i>	Adoption Public Hearing on the 2019 Out of Cycle Comprehensive Plan Amendment
		6:00 p.m.	<u>Second and Final Public Hearing to Adopt the Second Amendment to the Fallschase Development Agreement</u>
	<i>Sunday 20 – Wednesday 23</i>		<i>ICMA Annual Conference Nashville, TN</i>
	Monday 28	2:00 p.m.	Workshop to conduct finalist interviews for County Attorney position
	Tuesday 29	1:00 – 3:00 p.m.	Workshop on Leon County Detention Facility Operations
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
November 2019	Monday 11	Offices Closed	VETERAN’S DAY OBSERVED
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 20 – Friday 22</i>		<i>FAC Legislative Conference Broward County; Fort Lauderdale, FL</i>
	Thursday 28	Offices Closed	THANKSGIVING DAY
	Friday 29	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2019	Monday 9	9:00 a.m. – 4:00 p.m.	Board Retreat TBD <i>Rescheduled to January 27</i>
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	<u>Adoption Public Hearing on the 2019 Out-of-Cycle Comprehensive Plan Amendment</u>
		6:00 p.m.	<u>First of Two public hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled “Definitions” and creating a new Section 10-6.820, entitled “Solar Energy Systems”</u>
	Thursday 12	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 25	Offices Closed	CHRISTMAS DAY
January 2020	Wednesday 1	Offices Closed	NEW YEAR’S DAY
	Tuesday 7	No Meeting	BOARD RECESS
	Monday 27	9:00 a.m.- 4:00 p.m.	Board Retreat – Location TBD
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	<u>Second public hearing to adopt a proposed Ordinance amending Section 10-1.101, entitled “Definitions” and creating a new Section 10-6.820, entitled “Solar Energy Systems,”</u>
February 2020	Friday 14	9:00 – 10:30 a.m.	Community Legislative Dialogue Meeting

Citizen Committees, Boards, and Authorities Current and Upcoming Vacancies

leoncountyfl.gov/committees

CURRENT VACANCIES

Board of Adjustment & Appeals

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

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

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

UPCOMING VACANCIES

SEPTEMBER 30, 2019

Council on Culture & Arts

Board of County Commissioners (2 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)
Commissioner - District II: Jackson, Jimbo (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 III: Minor, Rick (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)

OCTOBER 31, 2019

Canopy Roads Citizens Committee

Board of County Commissioners (2 appointments)

Tourist Development Council

Board of County Commissioners (2 appointments)

DECEMBER 31, 2019

Library Advisory Board

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

**Leon County
Board of County Commissioners
Notes for Agenda Item #1**

Leon County Board of County Commissioners

Agenda Item #1

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: June 18, 2019 FY2020 Budget Workshop and July 9, 2019 Regular Meeting

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

Statement of Issue:

This agenda item seeks Board review and approval of the June 18, 2019 FY 2020 Budget Workshop and July 9, 2019 Regular Meeting minutes.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes of the June 18, 2019 FY 2020 Budget Workshop and the July 9, 2019 Regular Meeting.

Attachments:

1. June 18, 2019 FY2020 Budget Workshop
2. July 9, 2019 Regular Meeting

**LEON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
FY 2020 BUDGET POLICY WORKSHOP
June 18, 2019**

The Leon County Board of County Commissioners met for a Fiscal Year 2020 Budget Workshop on Tuesday, June 18, 2019 at 9:00 a.m.

Attending were Chairman Jimbo Jackson, Vice-Chairman Bryan Desloge, and Commissioners Kristin Dozier, Mary Ann Lindley, Nick Maddox, Rick Minor, and Bill Proctor. Also attending were County Attorney Herb Thiele and Clerk to the Board Beryl Wood.

Facilitators: Vincent Long, County Administrator
Alan Rosenzweig, Deputy County Administrator
Scott Ross, Director, Office of Financial Stewardship

Chairman Jackson called the FY 2020 Budget Workshop to order at 9:00 a.m.

Opening remarks were provided by Chairman Jackson who then welcomed County Administrator Long to facilitate the workshop.

County Administrator Long expressed appreciation to the Board for its guidance in the development of the FY 2020 budget. He announced that this was the Board's second workshop to discuss the tentative FY 2020 budget, and if needed, another workshop is scheduled for July 9th. County Administrator Long stated that the preliminary budget is tentatively balanced at \$274,296,175 million, which represents an increase from the FY19 of 4percent. He mentioned that the tentative budget is balanced with no increase in the millage (for the eighth consecutive year). He highlighted the multi-year plan to include the limitation of solid waste fees; continued efforts on growth; pay down debt and stay on course to be debt free by the year 2025.

County Administrator Long thanked staff for their dedication and innovative efforts, which he stressed are essential in maintaining a high performing organization. He expressed appreciation to the County's Constitutional Officers for the spirit of cooperation exhibited in the development of the budget.

Workshop Item #1: Midyear Status Report on FY 2017-2021 Strategic Plan

County Administrator Long provided an update on the Board's Strategic Initiatives. He noted to the Board that this is an update and the Retreat would follow in January. He shared they are on track to meet the County's five – year bold goals and targets, except for one hundred thousand visitors and residents as part of part of our amphitheater concert series. He noted they have recommendations in a standalone budget discussion item to address it. He detailed they had completed 72% or 54 of the 78 of the strategic initiatives. He expressed appreciation for all the hard work by Heather Peebles in assisting with this effort.

Chair Jackson thanked County Administrator Long for his stellar leadership and asked was there any other counties that participated in multi-year budgeting planning. County Administrator Long replied as budget processing goes, Leon County's budgeting process is unique.

Commissioner Minor expressed appreciation to everyone for their work with the tentative balanced budget and commended their work on not raising the mileage rate for the 8th consecutive year. He inquired about goals and targets. He recalled the progress rate and noted the mid-year mark in the strategic plan. He asked had this strategy resulted in making the easier gains now with the second half becoming more complex in comparison.

County Administrator Long replied that with the number of strategic initiatives that they have, it would probably not affect the completion rate and stated it varies throughout. He explained where there was tremendous gain upfront it could have resulted from specific projects in that area.

Commissioner Desloge also expressed appreciation to staff. He recalled the budget process and how it has developed over time. He emphasized the great job and commended staff for the continued restraint in development of the budget. He discussed how they continued to provide services in an exemplary way. He asked that they add a baseline visual in the acquisition of land and addition of trails.

Commissioner Lindley stated how impressed she was with the numbers. She noted the benchmarks. She commented on how low the budget per resident is compared to other counties. She stated that at \$827 per resident this compares to Jacksonville and St. Johns County at \$1,930 per resident. She stressed the importance of letting the citizens know that they are being efficient with their dollars. She commented it was worth noting that it was a well-run operation.

Commissioner Maddox complimented staff on the great fiscal planning with the development of this budget. He thanked staff for being fiscally conservative and how they have worked extremely hard to accomplish more with less staff. He commented on the fiscal planning, where they didn't have to pull from the mileage rate and do drastic things was due to the amount of the adequate fund balance to take care of our needs during downtimes in the economy. He expressed that leadership is fiscally sound. He inquired about the fund balance. Mr. Rosenzweig responded it is at 17% at the current moment due to the outflows of the Hurricanes, however he explained it should go back up to 20-23% once all the funds are returned.

Commissioner Dozier voiced her appreciation to staff on their hard work and how she looked forward to discussing the various issues. She highlighted Strategic Planning. She remarked how she loved how they pushed the envelope to do new things and that's where Strategic Planning comes in. She stated there is an opportunity to build more collaboration and align more of our departments. She commented on the relationships with partners such as the City, School Board, State and Non - Profits. She highlighted the new things they are doing such as tourism promotion where they have great revenue coming in and they really need to be strategic about planning for the future to be effective and efficient.

Commissioner Desloge moved, duly seconded by Commissioner Minor, approval of Option 1: Accept the midyear status report on FY2017 – FY2021 Strategic Plan. The motion carried 7-0.

Workshop Item #2: Fiscal Year 2020 Preliminary Budget Overview

Deputy County Administrator Rosenzweig provided an overview of the preliminary budget. He noted that the preliminary budget for FY 2020 budget totals \$274,296,175, a 4.06% percent increase over FY 2019 and outlined the changes to anticipated revenues and expenditures that were presented at the April Budget Workshop. He mentioned that major elements of the budget are provided in the Board's workshop packet; however, he expounded on areas such as:

- June 1, 2019 Property Values = 5.74% growth
- No increase in the mileage rate
- Implements first year of multi-year fiscal plan
- Elimination of Rural Waste Service Center Fees
- Increases transfer to capital from \$5.0 million to \$7.4 million
- Continued use of \$2.0 million in fund balance

Mr. Rosenzweig detailed the Hurricane Expenses and Federal Emergency Management Agency (FEMA) Reimbursement Status.

- Three consecutive years with hurricanes
- \$35 million in expenses
- \$18 million in FEMA reimbursements
- Leon County's reimbursement rates compare extremely favorable to other counties

He further explained that with Hurricane Hermaine they have had 95% of funds reimbursed. He noted the average around the state is 71 percent. He shared with Hurricane Irma they collected 80% and the average is 45 percent. He stated that with Hurricane Michael there was 15 counties eligible for the expedited reimbursement, which was a new process put in place. He highlighted that they were 1 of 5 that participated and received funding. He noted the County took advantage of this new process and got \$7 million back to the County as quickly as they could. He shared that they worked closely with the State and they do anticipate getting back all revenue they are eligible for.

Commissioner Desloge inquired about the fund balance. He asked about the projections of expected revenue. Mr. Rosenzweig replied they have been using their own cash to cover expenses. He responded once FEMA obligates funds, they then book it as an anticipated receivable. He stated as of this current year they anticipate getting returned about 80%-85 percent. He stated there is another \$5-6 million when FEMA obligates, and they will put it on the balance sheet for next year. He commented that the Federal Government and the State would be covering 90% - 100% of some of the expenses and will be responsible for about 12.5% of our cost which will probably be more in the 5% range. He confirmed that amount would not be reimbursed by a million or two million.

Mr. Rosenzweig stated that since the recession, the County has been deliberate in continuing to evaluate all expenditures with the same disciplined approach as when revenues were declining. He highlighted the Cost Avoidance, Savings & Fee Reductions.

- Deliberate approach occurs throughout the year, not only during the formal budget process
-
- Specific & targeted practices: LEADs Listening Sessions, SMARTIES (Specific Measurable, Attainable, Realistic, Timely, Innovative, Employee Solutions) I² (squared), Leverage Partners
- Employees continuously empowered to seek and implement cost saving resources
- Occurs prior to seeking any new taxes, less position, etc.

Mr. Rosenzweig further discussed the Revenues, Expenditures, Preliminary Staffing – No new General Revenue positions; Emergency Medical Services - conversion of 4 part-time paramedics to 2 full-time paramedics with a savings of \$22,481; Constitutional Positions added - the Sheriff (4 deputies, 3 real time crime analyst and a property evidence manager) and the Supervisor of

Elections (Voter Systems Technician). Capital Improvement Program (Continued focus on maintenance of existing infrastructure; FY 2020 Sales Tax Extension Livable Infrastructure for Everyone (L.I.F.E.)- first year of funding), and County Benchmark Comparison where he highlighted compared to liked size Florida Counties, Leon County has: The lowest net operating budget; the lowest net budget per resident and the second lowest number employees per 1,000/residents. He mentioned that major elements of the budget are provided in the Board's workshop packet.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, 3 & 4: 1) Accept staff's report on the preliminary budget; 2) Approve advance funding in FY2019 for improvements to the Human Services and Community Partnership/Cooperative Extension building; 3) Approve appropriating Risk Fund reserves in FY 2019 for current year workers' compensation claims, and 4) Approve equipment purchase for the Solid Waste program during the current fiscal year as described in this item.

Commissioner Dozier recalled two items. She mentioned the Kearney Center and the Consultant for our Comprehensive Plan Process Review that are contingent upon City's Preliminary Budget and approval. She inquired would it occur before July or September for these allocations. County Administrator Long confirmed they have had extensive conversation with the City throughout the process and they have indicated they anticipate it would be included in their FY 2020 budget. She further inquired if the City choose not to fund either of those items would they have an opportunity to discuss in September before approval of the final budget. County Administrator Long concurred.

Commissioner Proctor conveyed his excitement and discussed how he personally felt with the budgeting process. He stated that he was impressed with the budget. As a concern, he referenced attachment #2 on page 61: the figures suggested \$827 for each Leon County Resident. He referenced the amount other counties are spending. He stated based on these numbers we aren't putting the dollar value back with the citizens that we serve.

County Administrator Long's noted that it was a metric they use, and it is not the only one. He noted the net budget for County Wide residents.

The motion carried 7-0.

Workshop Item #3: Consideration of Eliminating Fees at the Rural Waste Collection Centers

County Administrator Long introduced the item. He recalled at the April 23, 2019 budget workshop, the Board directed staff to prepare a budget discussion item to consider eliminating user fees for Rural Waste Service Centers (RWSCs). He said this item provides an analysis of the current revenue and fee structure for the RWSCs, as well as an estimate of the fiscal and anticipated operating impacts should the board wish to eliminate the RWSC fees and fund the program entirely through general revenue. He noted should the Board choose Option 1: Eliminating user fees at the RWSCS, may incentivize these households to use the County's waste disposal sites and could result in a reduction in illegal dumping and roadside litter. Additionally, by eliminating fees, the maintenance cost of the pay kiosks located at the RWSCs and the issuance of monthly cards for subscribers would no longer be necessary.

Commissioner Jackson moved, duly seconded by Commissioner Desloge, approval of Option 1: Authorize the elimination of the fees at the Rural Waste Service Centers and fund the centers entirely with general revenue.

Commissioner Dozier voiced her support for the motion. She encouraged those residents to take advantage of the service offered. She inquired how would they promote the change during the transition. She asked that they pump up the public information concerning the Rural Waste Center fees being eliminated to creating public awareness. County Administrator Long replied yes, they would expand efforts to create awareness. Commissioner Dozier pointed out another concern was the Bear Traps. She asked for an update.

Commissioner Lindley conveyed it was her hopes that it would help with the reduction of litter and illegal dumping in the National, State, and County Parks. She touted it was indeed a plus for the rural communities.

Chairman Jackson voiced his appreciation for the elimination of fees in those rural communities.

Commissioner Minor noted the changes they may see. He discussed recycling and recommended an update on the service.

The motion carried 7-0.

Workshop Item #4: Creation of Legacy Grant Program and Additional Funding Support for the Capital City Amphitheater Concerts

County Administrator Long provided an overview of this item. He welcomed Kerri Post, Director, Division of Tourism. He relayed that this budget discussion item seeks Board consideration and funding for the County's ticketed concerts at the Capital City Amphitheater and authorization to enter into a one-year agreement with the Council on Cultural Arts (COCA). He said this item has a fiscal impact. The County Tourism Plan (Ordinance) calls for the five-year commitment of the ¼ cent of Tourist Development Tax (TDT) for COCA's Facilities Matching Grant Program to revert to the County on October 1, 2019. It seeks Board approval to allocate the ¼ cent to support the creation of the Legacy Event Grant Program and to enhance the County's Amphitheater Concert Series. Consistent with the terms of the current agreement, the one-year agreement with COCA would include \$150,000 from general revenue, a one-cent of TDT for an estimated total of \$1.32 million. The County's support of Tourism initiatives to draw visitors to the destination are essential to the following FY2017-FY2021 Strategic Plan Bold Goal and Target to: Grow the five-year tourist economy to \$5 billion. (BG1): Host 100,000 residents and visitors as part of the Amphitheater County Concert Series.

He highlighted the County's Concert Series at the Capital City Amphitheater in Cascades Park that would feature national artists to enhance tourism – related economic development by attracting regional visitors to overnight accommodations. He conveyed they are recommending booking 4-5 acts through the booking process. He noted they are recommended that they direct booked acts giving them the ability for a specific calendar date in advanced resulting in an increase of funds. However, they would now be able to book 4 to 5 acts in addition to what is received from the touring Florida acts. He explained it also included a one-year funding agreement with COCA for FY 2020 to include \$150,000 from the general revenue and one-cent of Tourist Development Taxes. He noted based on the previous direction from the Board, the new Executive Director would present at the end of the calendar year and an agenda item would be provided to the Board next spring to discuss the broader cultural grants process.

Commissioner Dozier approved the robustness of this item. She acknowledged Ms. Post for her leadership. She recalled the COCA Facilities Matching Grant concluding, as this is the 5th year. She stated there are new issues and they have a lot of new opportunities. She recalled some of the changes to funding of COCA. She pointed out the Legacy Event Grant Program is a good start and would support some type of accountability check-in every year to adjust multi-year contracts. She commented that she would love to have ongoing reporting, due to the change of numbers and hearing from organizations within these categories. She stated this was an exciting new area and just wanted to be sure we stay on top of it. She commented on the concert funding and the branding issue which she pointed out has become a concern with the pavilion closing. She recalled the Amphitheater support space and green room space as part of the CRA and the money was controlled by CRA. She recalled the agreement that is taking place between the City and County to manage that space in an ongoing fashion. She offered that an agreement be between the City and County and not include the CRA. She outlined that CRA doesn't have an ongoing role in the space. She recommended a brief update to come back in July. Finally, she suggested looking at the COCA one-year funding structure. She believed COCA could be a strong partner, but this was an opportunity to look at that agreement that is almost fully funded by the Tourism Development Tax and having more of a strategic partnership with COCA in the next agreement.

Ms. Post responded they would report back. She stated the agreement should be between the City and the County, not the CRA. She commented on the COCA one-year funding structure, that they look at it in different ways. She noted this is an opportunity to look at having a strategic outlook.

Commissioner Dozier continued with a timeline of the new Director coming in August and noted her hope to see a review in September. However, she asserted that was not enough time to flush out an agreement for a multi-year contract before they get into the budget. She voiced how the one-year contract leaves them in indeterminate state. She noted her motion would include options 1 -3 with the addition of bringing an update back to the Board on the Amphitheater Support Space and Green Room and initiating a contract between the City and County without the CRA as part of the contract for managing operations of that space.

Commissioner Lindley commented that she was content with the proposal. She recalled the conversations on the Amphitheater to keep it competitive by increasing the brand.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Options 1, 2 & 3: 1) Authorize a one-year funding agreement with COCA for FY 2020 to include \$150,000 from general revenue and one-cent of Tourist Development Taxes, and authorize the County Administrator to execute the agreement in a form to be approved by the County Attorney; 2) Approve the creation of the Tourism Legacy Grant Program as described in this item and approve codifying all the Tourism Grant Programs into a County Policy to be brought back as a future agenda item, and 3) Approve the allocation of the ¼ cent of Tourism Development Taxes to the Legacy Event Grant Program and the County's Concert Series as presented in this item. With the addition of bringing an update back the Board on the Amphitheater Support Space and Green Room and initiating a contract between the City and County without the CRA apart of the contract for the managing operations of that space.

Commissioner Desloge echoed his support for the motion. He spoke to the adjustment periods being in place to work out any differences. He noted this is a real community effort and confirmed he would support the motion.

Commissioner Proctor inquired how this fit into her vision. Ms. Post replied everything that is recommended is well thought out and they are moving in the right direction.

Commissioner Maddox requested more of Commissioner Dozier's thoughts on COCA. He noted if they want to make major changes now is the time by negotiating this contract.

Chairman Jackson replied they could bring it back in July. County Administrator Long replied this would give the new Director additional time. He explained the directions that were given in the previous meeting.

Commissioner Dozier concurred with the board direction. She asked about the contract with COCA and how it had been structured over the years. She voiced how COCA was unique. She asserted how they needed to increase partnerships through revised and additional contracts and be there to explore innovative opportunities in the community. She expressed the need for more time to dig into this issue. She inquired about the Marketing Public Relations Status Report from the TDC. She asked would it come back in July or September.

Mrs. Post said originally yes, they were planning for the RFP's to come back before the Board. However, late last week the Purchasing Division received notification of an intent to protest, altering the timeline. She noted after revisions, they have until June 24, 2019 to submit, resulting in missing the July deadline.

Commissioner Lindley shared that she appreciated the work done to date. She stated how the amphitheater was a real asset to the community. She spoke of how it was a revenue stream for community businesses and created a downtown presence.

Commissioner Proctor discussed the possibility of a hotel that was mentioned in the buildout. He spoke of the new energy that it would bring in the commercial sector, that would include Loews Hotel Brand.

County Administrator Long confirmed they would follow-up the item by bringing back an update on the CRA in July as requested. He stated they would bring the one-year contract back in September. He noted they would sit down with the Executive Director and look for enhancements. Also, in the spring they would have a comprehensive item separate from the budget on the relationship going forward.

Commissioner Proctor inquired if the new Director was from Tallahassee. Commissioner Lindley replied that the new Director did work and go to school in Tallahassee, so she was not new to the area.

Commissioner Maddox also confirmed that the new Director of COCA is familiar with Leon County. He expressed that he wanted the new Director to know the transitional period they are in with funding to the arts organizations in Leon County. He wanted the new Director to be fully aware of the agreement they have with COCA, along with the contractual obligations.

The motion carried 7-0.

Workshop Item #5: Livable Infrastructure for Everyone (L.I.F.E.) Rural Road Safety Stabilization Program

County Administrator Long introduced the item. He explained this item seeks approval of the Livable Infrastructure for Everyone (L.I.F.E.) Rural Road Safety Stabilization Program funded by sales tax revenues. He highlighted it would allow for private dirt roads to be paved regardless of income level. It was designed to assist financially – restricted property owners in restoring unsafe private unpaved roads at no charge. He expressed their excitement and this was something they struggled with for a long time.

Commissioner Proctor conveyed that the word dirt road be expanded. He asserted the word dirt is problematic. He asked about the terminology of the word rural.

County Administrator Long replied they left it broad intentionally. They are limited to dirt roads. He stated they tried to do this for dirt roads in the rural neighborhoods.

Commissioner Proctor inquired about the location near Tillman Funeral Home.

County Administrator Long stated they would have to evaluate the additional neighborhoods.

Commissioner Dozier expressed how grateful she was. She mentioned the 2/3 programs. She conveyed this was an opportunity to work with neighborhoods that want to participate with this program. She suggested a survey to the targeted neighborhoods. County Administrator Long conveyed there would be a door to door survey.

Commissioner Minor commented on the low-income definition (low income median) for the County.

Commissioner Minor moved, duly seconded by Commissioner Lindley, approval of Option 1: Adopt the proposed Policy No. 19-X “L.I.F.E. Rural Road Safety Stabilization Program Policy”, and the associated Resolution establishing the Program as a paramount public purpose.

The motion carried 7-0.

Workshop Item #6: Completion of the Daniel B. Chaires Park Ballfield Project

County Administrator Long introduced the item. He recalled the commitment to the project from this community. He stated they are recommended proceeding. He recommended Option 1.

Commissioner Dozier commented on the great meeting that was held at the community center. She asked that they keep an eye out for borrow pits when moving forward. She acknowledged County Staff for having positive conversations with the citizens.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Option 1: Authorize staff to complete the construction of the 60/90 ballfield project at Daniel B. Chaires Park. (Funding is included in the preliminary budget to implement this option.) The motion carried 7-0.

Workshop Item #7: 2020 Census Strategy and Complete Count Committee

County Administrator Long introduced the item. He stated this item seeks to establish a Complete Count Committee comprised of community members to increase participation. He said they would combine efforts with the City of Tallahassee.

Commissioner Minor moved, duly seconded by Commissioner Maddox, approval of Option 1: Adopt the Resolution establishing the 2020 Complete Count Committee and approve \$10,000 to be included in the FY 2020 budget to support a multimedia public outreach campaign. (Funding is included in the preliminary budget to implement this option.)

Commissioner Proctor mentioned Article 1. His stance was the County and City could give more than the \$10,000 budgeted to ensure the process is run smoothly. He commented how they all benefit if the numbers are right.

The motion carried 7-0.

Workshop Item #9: Establishing the Maximum Millage Rate for the FY 2020 Tentative Budget

County Administrator Long introduced the item. He conveyed that pursuant to Florida Statutes, the Board is required to establish the maximum millage rates for utilization in the Truth in Millage (TRIM) process. He reiterated that the 2020 tentative budget is balanced with no increase in the countywide millage rates.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Establish the maximum countywide millage rate for FY 2020 at 8.3144, and 2) Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2020 at 0.5 mills.

Chairman Jackson commended the incredible work by staff in preparation of the budget and by ensuring the same mileage rate for the last 8 years.

The motion carried 7-0.

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 11:11 a.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
July 9, 2019**

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

Others present: Sheriff Walt McNeil, Property Appraiser Akin Akinyemi and former Commissioner Gary Yordan.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Commissioner Proctor. He then led the Pledge of Allegiance.

AWARDS AND PRESENTATIONS

- Commissioner Maddox read into the record a Proclamation recognizing Marie-Claire Leman as the Florida Department of Education's Statewide Region I Winner of the Outstanding Adult School Volunteer Award.
- Kelli Walker, District Volunteer Coordinator for Leon Schools, shared words of gratitude for Mrs. Marie-Claire Leman stellar service to Hartsfield Elementary and the many initiatives she chairs.
- Mrs. Marie-Claire Leman acknowledged the Board and Leon County Schools for the Proclamation. She spoke on the different teams that enabled her and noted how the Title 1 Schools are of great concern to her.
- Dr. Rhonda Blackwell-Flanagan, Principal of Hartfield Elementary School, also gave accolades to Mrs. Marie-Claire Leman and all school volunteers that work with her for their work in the School System with parental engagement.
- Commissioner Dozier gave accolades to Mrs. Marie-Claire Leman. She also highlighted Mrs. Lehman's work on WFSU - TV Show "Voices that Inspire". Commissioner Dozier thanked her for her tireless work.
- POSTPONED – A Proclamation recognizing Florida State University's Civil Rights Institute Slavery Remembrance Proclamation.
- Commissioner Proctor read into the record a Proclamation recognizing the Retirement of Board Secretary Rebecca Vause. Also appeared was the Clerk of Court, Gwen Marshall, who presented Mrs. Vause with a "Vase" for "Vause" from the Clerk's Office. Clerk Marshall thanked Mrs. Vause for her dedication and service to Leon County.
- Rebecca Vause acknowledged the Board for the recognition. She thanked them for the honor to serve the citizens of Leon County. She gave appreciation to the County, Clerk's Office and Finance Department for the relationships she had built throughout the years. Mrs. Vause noted she would miss everyone.
- Commissioner Lindley commended Mrs. Vause for her brilliant and precise work throughout the years. She stated the Mrs. Vause is so deserving of this retirement.
- Commissioner Desloge gave praises of being prompt, accurate and superior in her

- field.
- Commissioner Maddox thanked Mrs. Vause for her service and he thanked her husband for sharing her time and talent with the County.
 - Commissioner Dozier also gave accolades to Mrs. Vause. She spoke of Mrs. Vause's public engagement and commitment to government transparency.
 - Commissioner Proctor provided appreciation for Mrs. Vause. He expressed how she was always very professional and that they would indeed miss her.
 - Commissioner Minor also praised Mrs. Vause and wished her the best.
 - Chair Jackson ended the numerous accolades by adding Mrs. Vause was extraordinary at her work and would truly be missed. He hoped she enjoyed the next phase of her life.
- Commissioner Desloge read into the record a Proclamation recognizing the Retirement of Commission Aide Brenda Tanner for her public service of 13 years. He also presented her with a service pen.
 - Mrs. Brenda Tanner provided acknowledgement to Board and spoke of the honor to serve Leon County, especially the District 4 citizens. She expressed gratitude to Commissioner Desloge. She commended the Board, the County Administrator, and staff for their commitment to Leon County. She reminded all there that there was no better service than public service and that she will miss everyone.
 - Chair Jackson thanked Mrs. Tanner for her incredible service. He expressed that Mrs. Tanner is an excellent representative for the County and wished her well.
 - Commissioner Lindley spoke of Mrs. Tanner's energy she brought to the Commission. She thanked Mrs. Tanner for her service and wished her well in her next chapter.
 - Commissioner Maddox expressed appreciation for her 43 years of service. He noted it has been a pleasure to work with Mrs. Tanner and that she would be truly missed, and they appreciated her service.
 - Commissioner Dozier recalled working across the hall from Mrs. Tanner. She remarked on the constant support she gave to the Commission.
 - Commissioner Proctor relayed congratulatory remarks. He also noted that Mrs. Tanner was a remarkable Aide for Commissioner Desloge and District 4 and commended her for her organizational skills. He mentioned her service to Commissioner Desloge while he served both National and Florida Association of Counties as the President.
 - Commissioner Minor recalled his first interaction with local government was with Mrs. Tanner. He thanked her again for her dedicated service.
 - County Administrator Long gave the final remarks regarding Mrs. Tanner. He wished her a well-deserved retirement.
 - REMOVED – Presentation to the Tallahassee Boys' Choir.

Commissioner Maddox moved, duly seconded Commissioner Dozier, to modify the agenda so Items 25 and 26 move up to the top of the General Business Agenda. The motion carried 7-0.

CONSENT:

Commissioner Maddox moved, duly seconded by Commissioner Desloge, to approve the Consent Agenda with the exception of Item 13, which were pulled for further discussion. The motion carried 7-0.

1. Minutes: May 14, 2019 Regular Meeting

The Board approved Option 1: Approve the Minutes of the May 14, 2019 Regular Meeting.

2. Proposed Revisions to the Leon County Investment Policy No. 17-4

The Board approved Option 1: Adopt the proposed revised "Leon County Investment Policy" No. 17-4.

3. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for July 9, 2019 and pre-approve the payment of bills and vouchers submitted for July 9, 2019 and pre-approve the payment of bills and vouchers for the period of July 10, 2019 through September 16, 2019.

4. Resolution Adopting the Master Fee Schedule for Medical Examiner Services

The Board approved Option 1: Adopt the proposed Resolution adopting the Master Fee Schedule for Medical Examiner Services.

5. Revised Direct Emergency Assistance Program Guidelines

The Board approved Option 1: Approve the proposed revisions to the Direct Emergency Assistance Program Guidelines.

6. Commissioner Appointments to the Water Resources

The Board approved Option 1: Appoint citizens to the Water Resources Committee for four-year terms ending July 31, 2023 as follows:

- a. Ratify Commissioner Proctor's reappointment of Jefferey Priddle*
- b. Ratify Commissioner Minor's reappointment of Alan Niedoroda*
- c. Ratify Commissioner Lindley's reappointment of Colleen Castille*

7. Report on Pharmaceutical and Biomedical Waste Disposal

The Board approved Option 1: Adopt the Report on pharmaceutical and biomedical waste disposal.

8. Authorization to Negotiate a Contract for Energy Savings Performance Contractor Services

The Board approved Options 1: Authorize the County Administrator to negotiate and execute a contract with Energy Services Group for the provision of Energy Savings Performance Contractor Services, in a form approved by the County Attorney.

9. Request to Schedule the First and Only Public Hearing to Consider a Fifth Amendment to the Southwood Integrated Development Order for September 17, 2019 at 6:00 p.m.

The Board approved Option 1: Schedule the first and only Public Hearing to consider a fifth amendment to the Southwood Integrated Development Order for September 17, 2019 at 6:00 p.m.

10. Proposed Policy for “Safe Passage of Emergency Vehicles on Unpaved Private Roads”

The Board approved Option 1: Adopt the proposed Policy No. 19-X “Safe Passage of Emergency Vehicles on Unpaved Private Roads”.

11. Agreement with Florida Department of Corrections for Use of Inmate Crews

The Board approved Option 1: Approve the Agreement with the Florida Department of Corrections for use of Inmate Crews and authorize the County Administrator to execute.

12. Proposed New Policy, “Springs Restoration Grants and Septic System Upgrades Policy”

The Board approved Option 1: Adopt the proposed Policy No. 19-X “Springs Restoration Grants and Septic System Upgrades Policy”.

13. Voluntary Collection Agreements of Tourist Development Taxes (pulled by Commissioner Proctor)

County Administrator Long commented this item seeks Board authorization for the County Administrator to enter into Voluntary Collection Agreements with HomeAway and Trip Advisor Rentals for the Collection of Tourist Development Taxes, in a form to be approved by the County Administrator. Also, to negotiate and execute future voluntary collection agreements with other interested short-term rental platforms, in a form approved by the County Attorney.

Commissioner Proctor noted he pulled this agenda item to provide an opportunity for discussion. He felt it should not be on the consent agenda. He confirmed with County Administrator Long that the Board was not implementing a new tax, but rather establishing a means to collect the existing Tourist Development Tax.

County Administrator Long clarified that the Tourist Development Tax is currently a tax and this is only an item about the collection by certain third parties as mentioned.

Commissioner Proctor moved, duly seconded by Commissioner Desloge, to approve Option 1: Authorize the County Administrator to finalize and execute Voluntary Collection Agreements with HomeAway and TripAdvisor Rentals for the collection of Tourist Development Taxes in a form to be approved by the County Attorney. Option 2: Authorize the County Administrator to negotiate and execute future voluntary collection agreements with other interested short-term rental platforms under the same general terms, in a form approved by the County Attorney. The motion carried 7-0.

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

14. Report on Heavy Equipment Training and Authorization to Transfer a Surplus Vehicle to Lively Technical College

The Board approved Option 1 and 2: Option 1: Accept the status report on heavy equipment training. Option 2: Authorize the transfer of a surplus Compressed Natural Gas vehicle to Lively Technical College.

15. Status Update on the Amphitheater Support Space

The Board approved Option 1: Accept the Status Update on the Amphitheater Support Space.

16. Status Report on the 2018 Leon County Real Estate Portfolio

The Board approved Option 1: Accept the Status Report on the 2018 Leon County Real Estate Portfolio.

17. Status Report on Requiring County Contracted Vendors to Offer Employment Opportunities for Local Residents

The Board approved Option 1: Accept staff's report on requiring vendors to offer employment for local residents and take no further action.

Summer Youth Interns Remarks by Commissioners

- Chairman Jackson yielded to Commissioner Dozier to announce the end of the Summer Youth Internship Program. She took the opportunity to thank all summer interns for their service and asked that the interns present stand and be recognized for their commitment to local government.
- Commissioner Lindley spoke and gave recognition to the Summer Youth interns.
- Commissioner Minor thanked his student intern and all others that served.
- Commissioner Maddox gave accolades to the youth interns.

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

- Leighanne Boone, 300 S. Duval Street, brought forth concerns with the Boynton Still Project. She inquired if the County could postpone the project thereby allowing time for additional community input. Ms. Boone requested that the Board redesign a planned retention pond to preserve an oak tree in the neighborhood. She shared a brief PowerPoint.
- Tom Derzypoloski, 2115 Truscott Drive, Board Member of the Capital Area Chapter of the American Red Cross, commended the Commission and County Staff on its brilliant Hurricane preparedness efforts.
- Danielle Irwin, Florida League of Women Voters, 3185 Ferns Glen Drive, thanked the Board for opening community dialogue on pharmaceutical and biomedical waste disposal. She noted her organization is interested in exploring ways to incorporate prescription drug collection at household hazardous waste events and to establish additional permanent collection locations on the Southside.

GENERAL BUSINESS

18. Bid Award for the Division of Tourism Contracted Research Services

County Administrator Long introduced the item. He conveyed this agenda item seeks the Board's Approval of the bid award recommendation to Downs & Germain, to provide contracted research services for the Division of Tourism.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the bid award to Downs & St. Germain to provide research services for the Division of Tourism and authorize the County Administrator to negotiate and execute the agreement, in a form approved by the County Attorney. The motion carried 7-0.

19. Bid Award for the Division of Tourism Contracted Marketing/Advertising and Public Relations Services

County Administrator Long introduced the item. He stated this agenda seeks the bid award recommendations for The Zimmerman Agency to provide contracted marketing/advertising and public relations services for the Division of Tourism.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1 and 2: Option 1: Approve the award of the bid to The Zimmerman Agency to provide marketing/advertising services for the Division of Tourism and authorize the County Administrator to negotiate and execute the agreement, in a form approved by the County Attorney. Option 2: Approve the award of the bid to The Zimmerman Agency to provide public relations services for the Division of Tourism and authorize the County Administrator to negotiate and execute the agreement, in a form approved by the County Attorney.

Commissioner Dozier commented on the amount of work that went into this item. She questioned the two RFP's. She requested clarification on the intent of splitting the contracts for marketing/advertising and public relation services.

Kerri Post, Division of Tourism Director, noted it was a best practice method as it results in increased competition. Ms. Post added many firms specialize in one area, so few firms are eligible to compete for a combined contract. She stated the goal was to get more vendors to submit proposals.

Commissioner Dozier questioned the Greenville trip. She expressed interest in a full marketing contract and asked for a presentation to see where they are going and compare by the fall. County Administrator Long noted staff would provide an update and presentation on the marketing plan in the fall.

Commissioner Proctor proposed that staff identify a process to allow for consolidation of contracts if same vendor is selected for both in the future. However, he noted he respected the County's judgement.

The motion carried 7-0

20. 2019 Florida Legislative Session Final Report and Request to Schedule the Board Workshop on 2020 State and Federal Legislative Priorities and 2020 Community Legislative Dialogue Meeting

County Administrator Long introduced this item. He stated this agenda item seeks the Board's approval of the 2019 Florida Legislative Session Final Report. Additionally, this item seeks approval to schedule the Board Workshop on the 2020 State and Federal Legislative Priorities for September 24, 2019 from 1:30 -3:00 p.m. and a Community Legislative Dialogue Meeting for February 14, 2020 from 9:00 a.m. – 10:30 a.m.

Andrew Johnson, Assistant to the County Administrator, provided an overview of 2019 Legislative Session including updates on the Board's legislative priorities. He stated next session would start early in January 2020.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Options 1, 2 and 3: Option 1: Accept the 2019 Florida Legislative Session Final Report. Option 2: Schedule the Board Workshop on the 2020 State and Federal Legislative Priorities for September 24, 2019 from 1:30 p.m. – 3:00 p.m. Option 3: Schedule a Community Legislative Dialogue Meeting for the 2020 Florida Legislative Session for February 14, 2020 from 9:00 a.m. – 10:30 a.m.

Commissioner Dozier asked about Community Affordable Housing. She reflected on possible state grant opportunities to support Leon Works programs and suggested working with the City to pursue funding for other job training and junior apprenticeship programs.

Mr. Johnson commented on inclusionary housing. He noted the earlier provisions would have prevented inclusionary housing entirely. Mr. Johnson shared that with the House Bill 7103, local governments can have inclusionary housing, but the local governments would have to offset the cost through an incentive or impact fee.

Chairman Jackson shared there are discussions planned with the City and this is one of the topics at the next Mayor-Chair meeting.

Commissioner Desloge thanked staff for their work during the 2019 Legislative Session.

Commissioner Proctor reflected on the lack of State funding provided to local governments in Leon County and expressed his hope that the new Governor would be willing to meet with the Board. He also mentioned the recent Leon County Schools test scores and how something should be done between the Department of Education and Title I schools especially with both organizations being near.

The motion carried 7-0.

21. County Attorney Recruitment and Selection Process

County Attorney Thiele introduced this item. He relayed this item seeks Board consideration of a comprehensive proposed recruitment and selection process, to include all steps and timelines associated with the recruitment, evaluation, and hiring of a new County Attorney. He gave his appreciation to all that assisted with the recruitment and selection process.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the proposed process for the recruitment and selection of a new County Attorney by:

- a. Approving the proposed updated County Attorney job description.
- b. Directing staff to advertise the County Attorney position with an anticipated hiring range of \$160,000 to \$190,000; however, the final salary will be determined by the Board depending upon professional qualifications and experience;
- c. Directing the County Administrator and the County Attorney to conduct an initial evaluation of applicants and present a recommended short list for the Board's consideration at the October 15, 2019 meeting;
- d. Scheduling a Workshop for Monday, October 28, 2019 at 2:00 p.m. to conduct finalist interviews; and
- e. Authorizing the reimbursement of travel and per diem expenses for finalists invited to interview.

Commissioner Dozier stated she supported and appreciated the motion.

Commissioner Proctor moved to have additional individuals from community organizations conduct the initial evaluation of applicants. He discussed the importance of the County Attorney and that the process should have more than two persons involved. The motion died for a lack of second.

Commissioner Lindley opposed Commissioner's Proctor motion. She asked for her motion to stand.

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

Commissioner Dozier moved, duly seconded by Commissioner Lindley to direct staff to develop a policy requiring a public search for any direct hires by the Board.

Chairman Jackson stated it has been established with the precedent created with the County Attorney recruitment and selection. Commissioner Dozier commented the process is a search, but in the future, it should be established as a policy.

Chairman Jackson commented it would be brought back as an agenda item for policy moving forward for the County Attorney and County Administrator positions.

Motion passed 6-1 (Commissioner Proctor opposed the motion).

22. Consideration of Options to Reduce or Eliminate Single-Use Plastic Straws in Leon County

County Administrator Long introduced this item. He stated this item provides a report on single-use plastic straws and presents a range of options for the Board's consideration to either ban or reduce their usage.

Public Comment

- Mike Mitchell, 4250 Benchman Trace, Vice-President of Sustainable Tallahassee, spoke in support of Item #20. He expressed his support for various options to reduce single-use plastic straws.

- Kim Ross, 1203 Buckingham Drive, Rethink Energy Florida, spoke in support. She thanked staff for the work done on this item. She thanked them for considering the disabled community. She asked that the Board direct staff to create an ordinance.
- Danielle Irwin, Linda Lee, Mecita Collier, 3185 Ferns Glen Drive, representing the League of Women Voters, expressed support for an ordinance banning the sale or distribution of single-use straws county-wide and encouraged the Board to look at banning other single use plastics.
- Dr. Jerry Chance, 1424 Pedrick Drive, waived speaking in support for the options to reduce single -use plastic straws.
- Justine Chance, 1424 Pedrick Drive, waived speaking in support for the options to reduce single -use plastic straws.
- John Henrick, 1551 Cristobal Drive, waived speaking in support for options to reduce single use plastic straws.

Chairman Jackson noted it was important for the County to be a model before expanding a ban to the community.

Commissioner Lindley spoke in support. She stated it was a step forward in the right direction.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, Options 1 and 3: Direct staff to create policy on the prohibition of plastic straws and Styrofoam at county functions.

Commissioner Minor commended staff for the well written agenda item. He reflected on the health and environmental issues caused by microplastics. He inquired that the motion be amended to direct staff to bring back an agenda item further assessing a possible ordinance and that staff seek input from relevant stakeholders such as the Capital Area Sustainability Compact, The Florida League of Women Voters, The Florida Restaurant and Lodging Association, and disability advocates.

Commissioner Lindley accepted the amendment to her motion.

Commissioner Proctor continued his stance in opposition. He noted there was no medical reason to ban plastic straws.

Commissioner Dozier reflected on development of products to supplant single-use plastics as well as the issue of pharmaceutical waste disposal and suggested that staff discuss those issues with the Compact and seek input on Leon County's effort. She noted that staff could also engage Sustainable Tallahassee on the opportunity to create a joint purchasing group for local businesses to purchase sustainable items in bulk as well as the opportunity to establish a program that recognizes businesses that have limited single-use plastics. Commissioner Lindley expressed support for exploring a possible recognition program for businesses.

Commissioner Maddox suggested that further analysis by a committee or members of the Compact may be needed before adopting a new policy or ordinance. He stated more information from both sides is needed before making decisions but that he would support the motion.

Commissioner Desloge expressed support for exploring a possible recognition program for businesses. He noted this was a move in the right direction.

County Administrator Long clarified the motion.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, moved to approve Option 1: Authorize expanding the education of internal staff and the community at-large on ways to reduce and direct staff to draft a resolution encouraging businesses and individuals to eliminate the use of single-use plastic straws and other single-use plastics. Option 3: Direct staff to draft a policy for Board consideration banning the sale or distribution of single-use plastic straws and "Styrofoam" on County property and facilities or at County events. Option 4 as amended: Direct staff to gather additional input from disability advocates, the Florida Restaurant and Lodging Association, the Capital Area Sustainability Compact, and the Florida League of Women Voters and prepare additional analysis on banning the sale or distribution of single-use plastic straws county-wide, including options and recommendations for which commercial establishments might be included, exemptions to be considered, timelines for penalties and enforcement. The motion passed 6-1. (Commissioner Proctor in opposition.)

23. Agreement with Tallahassee Lenders' Consortium to Operate as the Community Land Trust

Commissioner Proctor offered a motion. It was rescinded due to Commissioner Maddox asking that they table the item to after the evening dinner break at 5:20 p.m.

County Administrator Long introduced this item. He conveyed this item seeks Board authorization to negotiate an agreement with Tallahassee Lender's Consortium to serve as the County's Community Land Trust in order to create additional affordable housing opportunities in Leon County.

Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Authorize the County Administrator to negotiate an agreement with the Tallahassee Lender's Consortium, in a form approved by the County Attorney, to serve as the Community Land Trust for Leon County and bring back the proposed Agreement to the Board for final consideration and approval.

Commissioner Maddox commended staff for their work and expressed his enthusiasm on this issue.

Commissioner Dozier noted interest in monitoring vacation rentals and their impact on affordable housing stock.

The motion carried 7-0.

24. Ratification of the June 18, 2019 Fiscal Year 2020 Budget Workshop

County Administrator Long introduced the item. He stated this agenda item ratifies the Board's actions at the June 18, 2019 Fiscal Year 2020 Budget Workshop.

Commissioner Minor moved, duly seconded by Commissioner Maddox, approval of Options 1- 8: Option 1: Ratify the actions taken by the Board during the June 18, 2019, FY 2020 Budget Workshop. Option 2: Approve Resolution and Budget Amendment appropriating Risk Reserves, funds for Building Renovations, and the purchase of Solid Waste Heavy Equipment. Option 3: Adopt the proposed Policy No. 19-X "L. I. F. E. Rural Road Safety Stabilization Program Policy", and the associated Resolution establishing the Program as a paramount public purpose. Option 4: Adopt the Resolution establishing the 2020 Complete Count Committee. Option 5: Establish the maximum countywide millage rate for FY 2019 at 8.3144. Option 6: Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2019 at 0.5 mills. Option 7: Approve allocation of additional property taxes to reduce the use of fund balance by \$404,716.00. Option 8: Approve \$75,000 from the current year contingency account to the South City Foundation for the Purpose – Built Communities project to assist with funding the operations for two years contingent on a similar approval by the City of Tallahassee; and the associated budget amendment.

Commissioner Maddox thanked the City for their commitment. He additionally thanked the County Administrator. He expressed his excitement and spoke of the members of Purpose Built. He recognized Christic Henry who was present for support of option 8.

Commissioner Minor expressed his excitement on the Purpose – Built Communities.

Commissioner Desloge commented this was contingent upon the City's approval. He noted their meeting was not until tomorrow and they should move in caution.

The motion carried 7-0.

25. Bid Award for Open Graded Hot Mix Bituminous Paving Services

County Administrator Long introduced the item. He stated this agenda item seeks the Board's approval to award a bid to Peavy & Son Construction Company, Inc. in the amount of \$601,500 for Open Graded Hot Mix (OGHM) Paving Services. The contract will provide OGHM materials and other related services to perform stabilization of County maintained dirt roads and resurfacing or repairs to current OGHM roads.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Option 1: Approve the bid award to Peavy & Son Construction Company, Inc. in the amount of \$601,500 for the Open Graded Hot Mix Bituminous Pavement in Place, Continuing Services and authorize the County Administrator to execute. The motion carried 7-0.

26. Bid Award for Sidewalk and Associated Work Construction, Continuing Services

County Administrator Long introduced the item. He disclosed this agenda item seeks the Board's approval to award a bid to Capital Asphalt, Inc. in the amount of \$4,609,443 for Sidewalk and Associated Work Construction, Continuing Services. The Sidewalk and Associated Work Construction Continuing Services contract provides for the construction of sidewalks and any work associated with the construction of sidewalks at various locations within Leon County.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Approve the bid award to Capital Asphalt, Inc. in the amount of \$4,609,443 for Sidewalk

and Associated Work Construction, Continuing Services and authorize the County Administrator to execute. The motion carried 7-0.

27. Voluntary Annexation Proposal from Golden Oak Land Group, LLC, to Annex the Brookside Village Detached Residential Subdivision Located at 550 Ox Bottom Road

County Administrator Long introduced the item. He relayed this item is Golden Oak Land Group, LLC, requesting voluntary annexation of the Brookside Village Detached Residential Subdivision located at 550 Ox Bottom Road. As required by the Tallahassee – Leon County 2030 Comprehensive Plan, this voluntary annexation item is being brought to the Board of County Commissioners for review and comment regarding the proposed annexation.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Do not object to the proposed voluntary annexation of the Brookside Village Detached Residential Subdivision located at 550 Ox Bottom Road.

Commissioner Proctor spoke in opposition to the annexation due to his concerns that the City is excluding historically black neighborhoods. He recalled Millers Landing Road. He further detailed the racial disparity occurring in the City.

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

28. Voluntary Annexation Proposal from Capital Circle Properties II, LLC, to Annex Property Located at 5225 Capital Circle Southwest

County Administrator Long introduced the item. He stated Capital Circle Properties II, LLC, is requesting voluntary annexation of property located at 5225 Capital Circle Southwest. As required by the Tallahassee – Leon County Comprehensive Plan, this voluntary annexation item is being brought to the Board of County Commissioners for review and comment regarding the proposed annexation.

Sue Ellen, resident of the Brookside Village, expressed her desire for her neighborhood to be annexed, so that she could vote in City Elections. She noted her utilities are paid to the City and she would like a voice.

County Administrator explained what Ms. Ellen was referring to is voluntary annexation that may be done at the request of a developer for a large block of land. He asserted neighborhoods, or the City could pursue annexation of an area by collecting petitions from residents.

Commissioner Dozier commented on the voluntary annexation. She acknowledged concerns and suggested it be added to the next Mayor-Chair meeting for discussion.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of Option 1: Do not object to the proposed voluntary annexation of property located at 5225 Capital Circle Southwest.

Commissioner Proctor referenced page 1. He spoke of the City's annexation. He stated his stance was the City's boundary excludes historically black neighborhoods.

Commissioner Maddox asked for clarification on voluntary annexation and involuntary annexation. He confirmed that City has pursued annexation in these areas previously and had failed during a special election. He encouraged the speaker to pursue a petition for annexation.

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

29. Full Board Appointments to the Investment Oversight Committee and the Leon County Education Facilities Authority

County Administrator Long introduced the item. He relayed this agenda items seeks the full Board's consideration of the appointment of citizens to the Investment Oversight Committee and the Leon County Educational Facilities Authority.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 1, 2, 3, and 4: Option 1: Reappointment the recommended eligible applicant to the Investment Oversight Committee for a three-year ending July 31, 2022. Eligible Applicant: is Ben Watkins. The Board appointed Ben Watkins. Option 2: Appoint one eligible applicant to the Investment Oversight Committee for a three – year term ending July 31, 2022. Eligible Applicants are: Renee McNeill and Apryl Lynn. The Board appointed Renee McNeill. The motion carried 7-0.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 3: Reappoint the recommended eligible applicant to the Leon County Educational Facilities Authority for a five- year term ending July 30, 2024. Eligible Applicant is: Thomas Proctor Jr. The Board appointed Thomas Proctor. Option 4: Appoint two eligible applicants to the Leon County Educational Facilities Authority for the remainder of the unexpired terms ending July 31, 2020 and July 31, 2023. Eligible Applicants are: Dixie Dainwood (2023), Curt Bender, Reginald Ellis (2020), Sameer Kaplileshwari and Andrew Stephen Kalel. The Board appointed Reginald Ellis for the unexpired term ending July 31, 2020. Dixie Dainwood for the unexpired term ending July 31,2023. The motion carried 7-0.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

30. First and Only Public Hearing to Consider a Proposed Resolution Adopting an Inventory List of County-Owned Properties Appropriate for Affordable Housing Parcels

County Administrator Long introduced the item. He noted Florida Statutes require counties to prepare an inventory of county-owned real property that is appropriate for use as affordable housing and, following a public hearing, to adopt a Resolution that includes the inventory list of Affordable Housing Parcels. The affordable housing parcels identified in the Resolution may then be offered for sale without the requirement of a published notice calling for bid, as provided in Statute.

County Administrator Long announced there were no speakers.

Commissioner Minor moved to amend the motion to provide parcels to the Habitat to Humanity.

Commissioner Desloge responded that the Board has designated the Housing Finance Authority as the entity responsible for distributing the identified parcels to qualified organizations, such as Habitat for Humanity.

Commissioner Minor confirmed that the Board could hold another transmittal hearing in September if the amendment was revised and he confirmed with the County Administrator that nonprofits are awarded the parcels without charge and withdrew his motion.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only public hearing and adopt the Resolution adopting an Inventory List of County – owned Property appropriate for use as Affordable Housing Parcels. Motion carried 7-0.

31. Transmittal Public Hearing on the 2019 Out - of - Cycle Comprehensive Plan Amendment

County Administrator Long introduced the item. He stated this item provides for the County Transmittal Public Hearing on the 2019 Out-of-Cycle amendment to the Tallahassee-Leon County Comprehensive Plan. The purpose of the Public Hearing is to transmit a proposed text amendment to the State Land Planning Agency and other reviewing agencies. This text amendment would ensure consistency between a proposed County Ordinance on Solar Energy Systems and the Comprehensive Plan as required by Florida Law.

- Neil Fleckenstein, 13093 Henry Beadel Drive, Tall Timbers, commented on the solar amendment. He presented a PowerPoint to gain visual understanding from other areas. He noted concerns regarding possible negative impacts to the environment and rural areas by the development of solar facilities. He asked that staff work with stakeholders to address these concerns.

Commissioner Dozier expressed excitement about moving forward. She asked for clarity on the Comprehensive Plan. County Administrator Long clarified by passing this item tonight, it allows them to begin the process.

She asked before final approval, would they be allowed to change language.

- Kent Wimmer, 1294 Avondale Way, spoke of concerns regarding large scale conversion of lands for solar farms. He urged the Board to establish standards for the size of solar facilities.
- Danielle Irwin, 3185 Ferns Glen Drive, expressed concerns regarding the clearing of land for solar facilities.

Commissioner Proctor agreed with the speakers. He felt the language provided didn't provide enough information. He stated the future would allow for solar to be more efficient. He recommended adding something to tell how much energy it represents.

Commissioner Desloge asked for clarity. He asked are they locking anything in. He stated they have from now until October to make changes.

County Administrator Long commented that by transmitting the amendment, the State can begin their review which must occur before that amendment can be adopted in October. He added that specific regulations regarding size or buffering should be addressed in the corresponding ordinance and that staff will work with stakeholders to ensure their concerns are addressed in the ordinance.

Commissioner Dozier questioned whether this needs to be an existing change. County Administrator Long differed to Ms. Cherie Bryant.

Cherie Bryant, Director of Planning, confirmed that the amendment would allow solar anywhere light infrastructure is permitted and that the ordinance would allow for additional regulations such as size.

Commissioner Minor addressed the text amendment. He established that the Board could hold another transmittal hearing in September if the amendment was revised. He confirmed with Mr. Fleckenstein that additional time would prove beneficial.

Commissioner Maddox inquired what is the point of waiting, when they would have the time needed to meet with stakeholders.

Commissioner Proctor expressed support for postponing the transmittal by a year to allow time to study and establish standards for the size of facilities.

Commissioner Lindley stated she was comfortable with the process.

Commissioner Dozier recommended an amendment to make an agenda item prior to public hearing by doing further analysis on the utility scale of solar facilities in neighboring rural areas and to bring this information back in September. She stated she was looking for this additional information.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1 as amended: Conduct the transmittal public hearing on the 2019 Out-of-Cycle Text Amendment and transmit the propose amendment to the State Land Planning Agency and review agencies and direct staff to prepare an agenda item with further analysis on utility scale solar facilities in rural areas for the Board's September 17, 2019 meeting.

Commissioner Proctor voiced his stance that in the future, solar panels would replace natural gas for use by utilities.

The motion carried 7-0.

32. Continuance of the First of Two Public Hearings to Adopt a Proposed Ordinance Amending Section 10-1.101, Entitled "Definitions" and Creating a New Section 10-6.820, Entitled "Solar Energy Systems"

County Administrator Long introduced the item. He relayed this item requests the Board continue the first of two public hearings on the proposed Ordinance amending Chapter 10, Leon County Code of Laws, pertaining to solar energy systems, to September 24, 2019. The first public hearing was originally scheduled to be held on July 9, 2019.

Schedule agenda item for September 17, 2019 and continue with the Option1.

- Danielle Irwin, 3185 Ferns Glen Drive, spoke in support of Solar Energy Systems and the conversion of open green space and small family farms.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of amended Option 1: Continue the first of two Public Hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled "Definitions" and creating a new Section 10-6.820, entitled "Solar Energy Systems" to September 24, 2019. The motion carried 7-0.

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

- Chairman Jackson confirmed that there were no speakers on Non-Agendaed Items or listed speakers.

COMMENTS/DISCUSSION ITEMS

County Attorney Thiele:

- Requested that an Attorney/Client Meeting (Shade Meeting) be scheduled on September 17, 2019 to discuss a settlement proposal in the case of Leon County v. Johnny Petrandis, II.
- Commissioner Lindley expressed her desire to bring the litigation to an end and stated that she would oppose the motion to schedule a Shade Meeting.
- Commissioner Maddox inquired of the amount owed. County Attorney Thiele confirmed the amount was over \$600,000.
- Commissioner Proctor inquired about the defendants presenting their stance.
- *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to schedule an attorney -client privilege meeting on September 17, 2019 at 1:30 p.m. The motion carried 6-1. Commissioner Lindley in opposition.*

County Administrator Long:

- Congratulated everyone on earning summer break and encouraged them to enjoy time away.

COMMISSIONER DISCUSSION ITEMS

Commissioner Minor:

- Acknowledged the possible partnership with Purpose Built Communities.
- Encouraged everyone to enjoy the summer recess.

Commissioner Dozier:

- Reflected on the agreement with Florida Department of Corrections for use of inmate crews and suggested that the County explore options to document the good work and skills of inmate work crews. She thanked the staff for the great agenda and meeting. *Commissioner Dozier moved, duly seconded by Commissioner Maddox, to direct staff to explore options to document the good work and skills of inmate work crews. The motion carried 7-0.*

- Confirmed with the County Administrator on the agreement for operation of the amphitheater would be between City and County and stressed that the agreement should demonstrate the best use of space.
- Reflected on the adoption of local government ordinances limiting the sale of smoking and vaping products to those under the age of 21.
Commissioner Dozier moved, duly seconded by Commissioner Desloge, to direct staff to prepare a report on local government ordinances prohibiting the sale of smoking and vaping products to those under the age of 21. The motion carried 7-0.
- Wished everyone a great summer and encouraged them to enjoy Leon County.

Commissioner Proctor:

- Requested to attend the National Association of Black Journalists Conference in Miami.
 - Commissioner Dozier commented that this appeared to be an excellent conference. However, she felt the requested travel was not germane to the job of County Commissioner.
 - Commissioner Proctor explained it gives you different alternatives in how you handle interaction with the press. His stance was it was very beneficial.
 - *Commissioner Maddox moved, duly seconded by Commissioner Jackson to approve travel expenses for Commissioner Proctor to attend the National association of Black Journalists. The motion carried 6-1. (Commissioner Dozier in opposition).*
- Announced that he would not attend the NACo Annual Conference from July 11-15, 2019 in Las Vegas, Nevada.
- Requested a Resolution to the Federal Government opposing conditions in migrant detention camps, ending the inhumane conditions. The motioned died for a lack of second.
- Wished everyone a great summer.

Commissioner Lindley:

- Wished everyone a happy summer.

Commissioner Maddox:

- Thanked the Board for the efficiency of which this meeting was held.
- Reflected on Leon County's recently published school grades and suggested that the County explores different options to support the schools and students.
- Wished everyone a happy summer recess.

Vice Chairman Desloge:

- Wished the Commissioners well over the summer recess.
- Thanked everyone for the send-off for Brenda Perry, his Commission – Aide.

Chairman Jackson:

- Wished for everyone to enjoy their summer recess.

RECEIPT AND FILE:

- Capital Region Community Development District Meeting Minutes form March 7, 2019 and April 11, 2019.
- Certification of the Leon County Tax Collector's Recapitulation of the Property Tax Rolls for 2018.
- Leon County Special - Purpose Financial Statements for the Year Ended September 30, 2018 with the Independent Auditors' Report.

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 7:51 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners

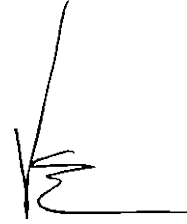
Agenda Item #2

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers



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

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted September 24, 2019 and pre-approval of payment of bills and vouchers for the period of September 25, 2019 through October 14, 2019.

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for September 24, 2019 and pre-approve the payment of bills and vouchers for the period of September 25, 2019 through October 14, 2019.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the September 24th meeting, the morning of Monday, September 23, 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 October 15, 2019, it is advisable for the Board to pre-approve payment of the County's bills for September 25, 2019 through October 14, 2019 so that vendors and service providers will not experience hardship because of delays in payment. OMB will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for September 24, 2019 and pre-approve the payment of bills and vouchers for the period of September 25, 2019 through October 14, 2019.
2. Do not approve the payment of bills and vouchers submitted for September 24, 2019, and do not pre-approve the payment of bills and vouchers for the period of September 25, 2019 through October 14, 2019.
3. Board direction.

Recommendation:

Option #1

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

Leon County Board of County Commissioners

Agenda Item #3

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Gwendolyn Marshall, Clerk of Circuit Court and Comptroller

Title: Proposed Leon County Capital Asset Policy

Review and Approval:	Vincent S. Long, County Administrator Gwendolyn Marshall, Clerk of Circuit Court and Comptroller
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Scott Ross, Director of Financial Stewardship Kim Wilder, Finance Director Timothy Shopmyer, Financial Process Improvement Manager

Statement of Issue:

This agenda item seeks the Board's approval to establish a "Capital Asset Policy" in accordance with industry best practices and the Governmental Accounting Standards Board (GASB).

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option # 1: Adopt the proposed "Leon County Capital Asset Policy" (Attachment #1).

Report and Discussion

Background:

In accordance with industry best practices and Governmental Accounting Standards Board (GASB), the external auditor recommended that the County update its policies and procedures to assist in the proper review of all capital outlay items to ensure each is properly accounted for and reported on. To ensure consistency in how the assets are valued and recorded, the audit recommendations included creating a formal Capital Asset Policy to govern the recording of County assets. A capital asset includes, but is not limited to, machinery and equipment, land, buildings, etc.

In 2002, the GASB issued Statement Number 34 “Basic Financial Statements – And Management’s Discussion and Analysis – for State and Local Governments”, which established new financial reporting standards for local government capital asset purchases in the government-wide financial statements. As a result, Leon County established and has maintained a fixed asset accounting system to properly classify individual asset classes e.g. machinery and equipment, land, buildings, improvements other than buildings, intangible assets and various infrastructure assets) and properly report these assets in accordance with this GASB Statement. However, the capital asset accounting process has not been formally adopted as a policy of the County.

Analysis:

Capital assets are one of local governments largest investments in the community, and over time as a government implements its capital improvement plan, these assets will account for tens of millions of dollars. It is important to properly account for new capital assets and the depreciation of older assets to determine the cumulative investment of physical assets in the community. The cumulative dollar amount of capital assets may be one of the largest asset lines recorded on a government financial statement. When reviewed by the public or financial rating agencies, the financial statements asset value line tells how much investment is being made in a community and how a government maintains its assets as they depreciate. In short, capital assets and their replacement and upkeep, are a financial health gauge for the County.

Since the inception of GASB Statement 34 back in 2002, and the new reporting standard required for local governments, the County adopted the recommended best practice of accounting for capital assets within certain thresholds. These practices were based on the guidance of GASB 34 but were never adopted as a financial policy of the Board. As capital projects are completed, not having a formal policy can lead to ambiguity on what should and should not be recorded as a capital asset.

Based on the recommendation of the external auditor, and to ensure consistency with the recording and depreciation of these assets, a formal Capital Asset Policy has been drafted for approval by the Board. Capital Assets are defined as items of a non-consumable nature with value of at least \$1,000 and a life of one year or more. Leon County inventories assets above \$1,000 and above but does not report or record the value of an asset on the financial statement unless it exceeds \$20,000. The current County capital asset recording levels are: machinery and equipment exceeding \$20,000, buildings exceeding \$50,000 and infrastructure over \$100,000.

The proposed Capital Asset Policy recommended for approval establishes a written policy/guideline which specifies these same thresholds with the modification of the infrastructure threshold from \$100,000 to \$200,000. Infrastructure projects typically have a higher construction value than the current \$100,000 threshold. Also, a review of capitalization policies indicated that the \$200,000 limit is in-line with other counties comparable to Leon County. Raising the limit to \$200,000 will have a minimal impact on any adjustments to Leon County's capitalization schedule. The proposed Policy also outlines the asset depreciation methods used as well as other unique capital asset policies on asset donations.

To ensure the proper implementation of the best practices specified by GASB 34, and to ensure consistency in the recording of these capital assets, approval of the new Capital Asset Policy is recommended.

Options:

1. Adopt the proposed Leon County Capital Asset Policy (Attachment #1).
2. Do not adopt the proposed Leon County Capital Asset Policy.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed new policy "Leon County Capital Asset Policy"

Board of County Commissioners Leon County, Florida

Policy No. 19-__

Title: Government Capital Asset Policy

Date Adopted: September 24, 2019

Effective Date: September 24, 2019

Reference: Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) Statement Number 34

Policy Superseded: None

It shall be the Policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 19-__ “Government Capital Asset Policy” is hereby adopted on September 24, 2019, to wit:

Section I: Purpose

The Leon County Governmental Capital Asset Policy has been developed in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) Statement Number 34, to set forth the parameters of the government accounting for capital assets. Included in this policy are asset class definitions, capitalization thresholds, and methods of depreciation and amortization.

Section II: Capital Asset Definition

The term capital asset includes land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.

(GASB S34, par. 19)

(GASB Codification Section 1400.103)

Section III: Capital Asset Valuation

Capital assets are reported at historical costs. This cost should include any charges that will be necessary to get the capital asset to usable condition and to its intended location. Items to be included in cost of capital asset:

- Original contract or invoice price
- Legal and title fees
- Closing costs
- Appraisal and negotiation fees
- Surveying fees
- Land preparation costs

- Demolition costs
- Developer costs
- Audit and accounting fees
- Transportation charges
- Freight and handling costs
- Storage costs necessary to transport an asset to the intended location

In the absence of the historical cost, the asset's estimated cost may be used to value the asset.

Costs of extended warranties and/or maintenance agreements, which can be separately identified from the cost of the equipment, should not be capitalized. Donated capital assets should be reported at the fair market value.

Section IV: Depreciation Method

Depreciation and amortization are expenditures recorded to allocate an asset's cost over its useful life. Capital assets should be depreciated or amortized over their estimated useful lives unless they are:

- Inexhaustible (e.g. land)
- Construction in progress
- Considered to have an indefinite useful life

Leon County uses straight-line depreciation (historical cost divided by the useful life and expensed evenly over the useful life) applying the half year convention method for all capital assets. This means that a half year's worth of depreciation will be taken the year the asset is acquired, and a half year's worth of depreciation will be taken in the year the asset is disposed of. It is the County's policy that capital assets have no residual value at the end of their useful life.

Depreciation does not affect the removal of a capital asset from inventory. A capital asset will remain on inventory until the end of useful life and disposed of.

Section V: Land

It is the County's policy to capitalize all acquired land. Land will never be depreciated unless evaluating is needed in the rare case of depletion of resources in the land purchased.

Items to be capitalized with the land will be:

- Purchase price or the determined fair market value if land is donated
- Preparation costs (if indefinite useful life) of basic site improvements
- Land excavation, fill, grading, drainage
- Demolition of existing buildings and improvements (less salvage)
- Removal, relocation, or reconstruction of other property on the land
- Includes related rights (unless acquired separately)
- Commissions, professional fees (title searches, architect, legal, engineering, appraisal, surveying, environmental assessments, etc.)

Section VI: Buildings and Building Improvements

It is the County's policy to capitalize all acquired buildings and depreciate over forty years.

Items to be capitalized as part of the building will be:

- Original purchase price and any other costs associated with getting the building ready for use
- All costs associated with the original construction of a building

Leon County requires that any improvements over \$100,000 will be added to the cost of the building it is improving and depreciated over five to thirty years with the average being twenty years.

Improvements are defined as an additional value adding to the length of the useful life or increasing the service capabilities. Repairs and maintenance are not capitalized, as they only serve to retain value and as such will be expensed in the period it occurs.

Section VII: Improvements Other Than Buildings

The capitalization minimum levels for Improvements Other Than Buildings will be \$50,000 and depreciated over twenty years, if the improvement is structure related, or thirty years, if the improvement is ground work related. Improvements related specifically to buildings will be evaluated under the building improvements section of capital assets and will be added to the basis of the building asset class.

Items to be capitalized with the improvements other than buildings will be:

- Fences and gates
- Parking lots
- Landscaping
- Retaining walls
- Park peripherals
- Paths and trails
- Gazebo
- Pavilions
- Recreation areas and athletic fields
- Basketball courts, playground equipment, swimming pools and tennis courts
- Shade structures
- Signals and signage
- Boat docks and ramps

Section VIII: Machinery, Vehicle, and Equipment

Equipment will be recorded on the General Property List for all amounts greater than \$1,000, but equipment will be capitalized at the level of \$20,000. Equipment will be depreciated over the life of the asset, which should be from five to twenty years. Currently all laptops and computers are being recorded on the general property list and expensed in the year of purchase for tracking purposes.

Items to be capitalized with the machinery, vehicle, and equipment will be, but not limited to:

- Machinery
- Computers
- Printers
- Vehicles
- Furniture

Section IX: Works of Art, Historical Treasures, and Similar Assets

Any future acquired works of art, historical treasures, or similar assets shall be capitalized if an accurate value can be determined in a cost beneficial manner, and the value of the asset is greater than \$50,000. Items greater than \$750 and less than \$50,000 can be listed on the property list for tracking purposes.

Divisions acquiring the asset must notify the Finance Office about the asset value and estimated useful life along with a description. If the information is not available, but the asset may be of significant and historic value, the Finance Office must still be informed; a note disclosure is required. Works of art, historical treasures, or similar assets will be depreciated unless it is determined the item has an inexhaustible life. The Purchasing Division will determine the life of the asset, which for art should range from twenty to fifty years. For donated assets, fair market value will be used to determine the asset value. Due to the nature of the asset there will not be an official list of example items to be capitalized with works of art, historical treasures, and similar assets.

Section X: Infrastructure

Infrastructure is defined by GASB 34 as a long-lived capital asset that is normally stationary in nature and can be preserved for a significantly greater number of years than most capital assets (paragraph 19). Leon County is not going to use the modified approach and as such will be depreciating the infrastructure assets over its useful life. The capitalization minimum levels for infrastructure will be \$200,000 per project and depreciated over twenty to fifty years. Items greater than \$100,000 and less than \$200,000 will be recorded on the Infrastructure List for tracking purposes and expensed in the year of purchase. Any land that is associated with infrastructure will be recorded separately under the land section of capital assets.

Items to be capitalized with the infrastructure will include, but not limited to:

- Roads and streets including peripherals such as landscaping, curbs, gutters, sidewalks and streetlights, when incorporated into the construction project
- Bridges
- Driveways and parking barriers
- Stormwater drainage improvements
- Water and sewer utility plant, piping equipment
- Water and wastewater transmission and distribution systems

Section XI: Construction in Progress

Construction in Progress will be used as a placeholder for future asset items that have not yet been completed such as buildings, infrastructure, additions, alterations, reconstruction, and installation. Assets to be capitalized with the Construction in Progress will be determined by their asset

classifications listed in this policy and will be considered capitalizable upon meeting one of the following requirements:

- The asset is placed into service
- Final acceptance from the contractor (defined below)

Final Acceptance from the Contractor

After a project has been completed, tested and inspected in accordance with contract requirement, the contract has been completed by the contractor and maintenance of the asset has switched from contractor to Leon County.

Section XII: Other Capital Assets

The Other Capital Asset category is used for assets that do not easily fit into a category listed above. Capitalization minimum levels for Other Capital Assets will be \$150,000, and each asset on the list will be individually evaluated for a useful life.

Items to be capitalized with Other Capital Assets will be, but not limited to:

- Patents: A patent safeguards an original invention for a certain period of time and is granted by the United States Patent and Trademark Office. It allows for the exclusive right granted by a government to an inventor to manufacture, use, or sell an invention for a certain number of years.
- Copyrights: Copyrights protect “works of authorship,” such as writings, art, architecture and music. For as long as the copyright is in effect, the copyright owner has the sole right to display, share, perform or license the material.
- Trademarks: A trademark is any word, name, symbol, or design, or any combination thereof, used in commerce to identify and distinguish the goods of one manufacturer or seller from those of another and to indicate the source of the goods.
- Use Rights: Use rights are defined as the right to utilize that land in accordance with its zoning, including any lawful departure or Consent use. “Utilization” in relation to land, means the use of land for a purpose and includes the extent of such use.
- Easements: Easements are defined as a right to cross or otherwise use someone else's land for a specified purpose. Easements are used for roads, for example, or given to utility companies for the right to bury cables or access utility lines.
- Software: Software, in a general sense, a program used to perform tasks and specific functions. The costs included in software will be the acquisition cost of software purchased “off the shelf” or software created by the government itself (internally generated) by a contracting party acting on the government’s behalf. The County will capitalize the application development stage, coding, instillation of hardware, testing costs, and data conversion to make sure the new software has everything needed to run as intended. The County will not capitalize the preliminary project stage of acquiring or creating software nor will the County capitalize the post implementation costs of training and software maintenance.

Section XII: Summary of Asset Classification and Threshold

Asset	Threshold	Useful Life
Land	Capitalize All	Indefinite
Buildings	Capitalize All	40 Years
Building Improvements (Will be Capitalized as Part of Buildings)	\$100,000	5 to 30 Years
Improvements Other Than Buildings	\$50,000	20 to 30 Years
Machinery, Vehicle, and Equipment	\$20,000	5 to 20 Years
Works of Art, Historical Treasures, and Similar Assets	\$50,000	20 to 50 Years
Infrastructure	\$200,000	20 to 50 Years
Construction in Progress	Use Final Intended Asset Class Threshold	Use Final Intended Asset Class Useful Life
Other Capital Asset	\$150,000	Will be Individually Evaluated

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

Leon County Board of County Commissioners

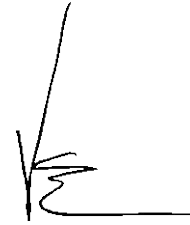
Agenda Item #4

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Commissioner Appointments to the Housing Finance Authority and the Science Advisory Committee



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

Statement of Issue:

This agenda item seeks the Board's ratification of the appointment of citizens to Housing Finance Authority and the Science Advisory Committee made by individual Commissioners.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Ratify Chairman Jackson's appointment of Chuck White to the Housing Finance Authority of Leon County for a four-year term ending September 30, 2023.
- Option #2: Ratify the appointment of citizens to the Science Advisory Committee as follows:
- Ratify Chairman Jackson's appointment of Dr. Puja Jasrotia for the remainder of the unexpired term ending September 30, 2020.
 - Ratify Commissioner Lindley's reappointment of Amy Datz for a four-year term ending September 30, 2023.
 - Ratify Commissioner Proctor's reappointment of Thayumanasamy Somasundaram for a four-year term ending September 30, 2023.
 - Ratify Commissioner Maddox' reappointment of Thomas E. Lewis for a four-year term ending September 30, 2023.

Report and Discussion

Background:

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

Analysis:

Housing Finance Authority (HFA)

Purpose: Encourages investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing. The Authority is authorized to issue and sell bonds, but first must seek approval of the Board of County Commissioners.

Composition: Members serve four-year terms, with each Commissioner making one appointment; no less than three members should be knowledgeable in one of the following fields: labor, finance, or commerce.

Certificate: Pursuant to Florida Statute 159.605, a certificate of appointment or reappoint of any member of the Housing Finance Authority shall be filed with the Clerk of the Circuit Court (Attachment #1), and the certificate shall be conclusive evidence of the due and proper appointment of the member. The County Attorney’s office recommends the Chairman execute the Certificate of Appointment (Attachment #1).

Vacancy: The term of HFA member Allen Stucks expires on September 30, 2019, and he is seeking reappointment. Mr. Stucks served on the HFA from 1982 until 2005 and most recently from 2010 until the present time. After reviewing the eligible applications, the Chairman has selected the applicant listed in Table #1.

Table #1: Housing Finance Authority of Leon County

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Allen Stucks <i>Served 1 full term & 1 partial term – seeking reappointment</i>	9/30/2019	Chuck White ⁱ <i>(Attachment #1)</i>	Ratify Chairman Jackson’s appointment for a four-year term ending September 30, 2023.

ⁱ Applicant is a current member of the Affordable Housing Advisory Committee (AHAC). If appointed to the HFA, the applicant has agreed to resign from the AHAC.

Science Advisory Committee (SAC)

Purpose: The SAC evaluates and reports findings on the scientific evidence and make recommendations concerning policies and programs that pertain to environmental issues in developed and developing areas, and evaluates the need for further data collection and analysis on issues approved by the Board of County Commissioners.

Composition: The SAC is comprised of nine citizen members, with each County Commissioner making one appointment, and two appointments being made by the City Commission. Members serve four-year terms, expiring on September 30, with a term limit of three consecutive full terms.

Vacancies: The terms of three Board appointed SAC members, Amy Datz, Thayumanasamy Somasundaram and Thomas E. Lewis are expiring September 30, 2019. Ms. Datz, Mr. Somasundaram and Mr. Lewis are active members, and all are seeking reappointment. Member Beverly Kemp has resigned. The Commissioners have reviewed the eligible applications and have selected the appointees as listed in Table #2.

Table #2: Science Advisory Committee

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Beverly Kemp <i>resigned</i>	9/30/2020	Dr. Puja Jasrotia <i>(Attachment #2)</i>	Ratify Chairman Jackson's appointment for the remainder of the unexpired term ending September 30, 2020.
Amy Datz <i>Served 1 term- seeking reappointment</i>	9/30/2019	Amy Datz <i>(Attachment #3)</i>	Ratify Commissioner Lindley's reappointment for a four-year term ending September 30, 2023.
Thayumanasamy Somasundaram <i>Served 1 term- seeking reappointment</i>	9/30/2019	Thayumanasamy Somasundaram <i>(Attachment #4)</i>	Ratify Commissioner Proctor's reappointment for a four-year term ending September 30, 2023.
Thomas E. Lewis <i>Served 1 term- seeking reappointment</i>	9/30/2019	Thomas E. Lewis <i>(Attachment #5)</i>	Ratify Commissioner Maddox' reappointment for a four-year term ending September 30, 2023.

Options:

1. Ratify Chairman Jackson's appointment of Chuck White to the Housing Finance Authority of Leon County for a four-year term ending September 30, 2023.
2. Ratify the appointment of citizens to the Science Advisory Committee as follows:
 - a. Ratify Chairman Jackson's appointment of Dr. Puja Jasrotia for the remainder of the unexpired term ending September 30, 2020.
 - b. Ratify Commissioner Lindley's reappointment of Amy Datz for a four-year term ending September 30, 2023.
 - c. Ratify Commissioner Proctor's reappointment of Thayumanasamy Somasundaram for a four-year term ending September 30, 2023.
 - d. Ratify Commissioner Maddox' reappointment of Thomas E. Lewis for a four-year term ending September 30, 2023.
3. Board direction.

Recommendation:

Options #1 and #2 a.-d

Attachments:

1. White application and bio
2. Jasrotia application and resume
3. Datz application
4. Somasundaram application and resume
5. Lewis application and resume



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
HOUSING FINANCE AUTHORITY OF LEON COUNTY**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyl.gov.
Applications will be discarded if no appointment is made after two years.

Name: Mr. Charles A White		Date: 8/12/2019 2:34:06 PM	
Home Address:	537 Frank Shaw Rd Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
Home Phone:	(850) 212-3448	Do you own property in Leon County?	Yes
		Do you own property in the Tallahassee City Limits?	No
Email:	CWhitedlvp@aol.com	How many years have you lived in Leon County?	50

(EMPLOYMENT INFORMATION)

Employer:	Self	Work Address:	537 Frank Shaw Rd Tallahassee, FL 32312
Occupation:	Consultant Real Estate Development (Semi-Retired)		
Work/Other Phone:	(850) 212-3446		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: White	Gender: M	Age: 67
District:	Disabled? No	

(RESUME AND REFERENCES)

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

Name: Monique Elsworth	Name: Glenn Burns
Address: 2650 Municipal Way 32304	Address:
Phone: (941) 545-0812	Phone: (850) 556-5202

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

Current Member of County AHAC, Big Bend CoC Board Member, Executive Committee of Housing Leadership Council

Real-Estate development includes Midyette Plantation, Easton, Sugar Mill, Predrick Plantation, Pedrick Crossing, Mission San Miguel, Maryland Oaks Crossing, Westgate, Kearney Center and several others.

I have a strong interest in low-cost, affordable housing. My interest is in actually getting this accomplished as quickly and economically as possible through creative thinking and hard work.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

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

If yes, on what Committee(s) are you a member? **Leon County AHAC**

Have you served on any previous Leon County committees?* **No**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

Members may not be an officer or employee of the County.

Are you an officer or employee of Leon County? **No**

No less than four members shall be knowledgeable in one of the following fields.

- ☐ Labor
- ☐ Finance
- ☐ Commerce

Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics

Are you willing to file a Financial Disclosure Form? **Yes**

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

Signature: *Mr. Charles A White*

The application was electronically sent: 8/12/2019 2:34:06 PM

Chuck White Bio

Charles (Chuck) White has been primarily a business owner in the construction and development field for 40+ years. He originally specialized in water and sewer utility construction for municipal governments throughout the states of Florida and Georgia. His firm worked with the Florida Keys Aqueduct Authority installing high pressure water transmission lines from the Seven Mile Bridge in Marathon south to Key West including 14 bridge crossings. His firm also worked for the USN installing fueling lines at Key West Naval Station and Kings Bay, Georgia. He oversaw the installation of fiber optic transmission lines running from Mobile, Alabama to Jacksonville and from Jacksonville to Atlanta for MCI and AT&T respectively. For the past 20 plus years he has specialized in residential subdivision development in St. Lucie, Orlando and particularly in Tallahassee. As well, he has worked in the real estate field of industrial development in the Atlanta area.

For the past 25 years, he has worked as a volunteer in the field of homelessness, first preparing meals then working more directly with those folks experiencing homelessness through the Good News organization in Tallahassee. He was a board member of Good News Outreach from 1997 to 2011, serving as Chairman and President of the BOD for approximately 8 years. During this tenure, he established the Mercy House program oriented to male ex-offenders, Mission Oak SRO Apartments for formally homeless men, and built Maryland Oaks Crossing, a fifty unit mobile home residential campus oriented to formally homeless families with children.

In 2011 he teamed with Rick Kearney to establish the Renaissance Community Center adjacent to the Tallahassee Leon Shelter, Tallahassee's largest homeless facility. The RCC provided daytime services to homeless individuals and families and served as the primary intake facility for the Tallahassee region. The RCC brought together, under one roof, most all of the agencies and organizations in Tallahassee that provide services to folks experiencing homelessness. This undertaking proved highly successful in rapidly and efficiently delivering appropriate services to those in need.

In 2012, he spearheaded the development of Westgate Community Residential Campus, a private gated subdivision that is designed to provide low cost housing for vulnerable, formally homeless individuals and families in a rooming house format. The building designs provided for 10 large rooms/bathrooms in each with a common kitchen and living area. The total structures are approved for up to 40 individuals. This type of development was new to Tallahassee and required a special PUD designation.

Beginning in August, 2013, he worked as a member of a small, select group of community representatives to design and build a state-of-the-art homeless facility that allowed for the co-location of approximately 45 agencies and organizations, including residential services for adult men and women, all under one roof. He spearheaded the research and design of the facility and oversaw construction and development for this group until the Kearney Center opened in April, 2015. He worked with funding partners to formalize relationships that provided the necessary capital to complete the facility. He continues to seek funding partners for operations at the Kearney Center.

He has served as a board member of Good News Outreach and Bond Community Health Center and as a member of several health care related panels addressing the medical needs of low income individuals and families. He currently serves on the board of the Big Bend Continuum of Care addressing the needs of our region's homeless. He is currently spearheading the design of new, SRO (Single Residential Occupancy) buildings for the Westgate Community Residential Campus that will offer 20 bedroom efficiency type apartments each for very low income individuals. He continues as managing general partner in a few for-profit real estate oriented partnerships.

Contact Information:

Charles (Chuck) White
537 Frank Shaw Road
Tallahassee, FL 32312
850-212-3446



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
SCIENCE ADVISORY COMMITTEE**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyl.gov.
Applications will be discarded if no appointment is made after two years.

Name: Dr. Puja Jasrotia		Date: 7/29/2019 3:12:03 PM	
Home Address:	3114 Dunbar Ln Tallahassee, FL 32311	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 345-9051	Do you own property in the Tallahassee City Limits?	Yes
Email:	pujajasrotia@gmail.com	How many years have you lived in Leon County?	16

(EMPLOYMENT INFORMATION)

Employer:	Florida Department of Environmental Protection	Work Address:	2600 Blairstone Rd Tallahassee, FL 32311
Occupation:	Environmental Administrator		
Work/Other Phone:	(850) 245-8175		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	Asian	Gender:	F	Age:	44
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Amanda Dorsett	Name:	Kim Ross
Address:	836 N. Forest Drive, Tallahassee, FL-32303	Address:	603 N MLK Jr Blvd, Tallahassee, FL 32303
Phone:	(850) 284-6902	Phone:	(850) 766-1300

Resume Uploaded?	Yes
<p>If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.</p>	

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee?* **No**

Have you served on any previous Leon County committees?* **No**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

The members of the Science Advisory Committee shall be scientists or individuals who can comprehend qualitative or quantitative information on matters being discussed by the Committee, with a preference towards credentialed scientists.

Are you a credential Scientist? **Yes**

Please explain: *I have a MS in Soil and Water Science from University of Florida and a Ph.D. in Biogeochemical Oceanography from Florida State University. I possess 15 years of experience in environmental molecular microbiology and biogeochemistry in the Florida State university system (FSUS) and approximately 5 years of experience in state-department laboratories, such as the Department of Environmental Protection (DEP).*

Are you able to comprehend the qualitative or quantitative information on matters discussed by the Science Advisory Committee? **Yes**

If Yes, please explain:

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

Signature: *Dr. Puja Jasrotia*

The application was electronically sent: 7/29/2019 3:12:03 PM

Puja Jasrotia

Environmental Administrator
Molecular, and Taxonomy workgroup, DEP Laboratories
Florida Department of Environmental Protection

Contact:

Phone: 850-345-9051
E-mail: puja.jasrotia@gmail.com

EDUCATION

PhD, Biogeochemical Oceanography Spring 2016
Florida State University, Tallahassee, Fl.
Dissertation: Denitrification in the Uranium and Nitrate-Contaminated Terrestrial Subsurface

MS, Soil and Water Science Summer 2005
University of Florida, Gainesville, Fl.
Thesis: Characterization of nitrogenase gene distribution and activity in WCA-2A Periphyton

PROFESSIONAL EXPERIENCE

Environmental Administrator, Molecular Biology and Taxonomy workgroup, DEP 2019-present

- Manages professional and technical staff who analyze environmental samples by algal and macroinvertebrate taxonomic identification and by qPCR molecular biology methods.
- Serve as a program lead on biological assessment activities.
- Serve as liaison to the program administrator for all human resource-related issues.
- Assist in the specification of quality assurance (QA) objectives and provide consulting services and technical evaluations to agency program staff as needed.

Environmental Manager, Molecular Biology and Toxicity workgroup, DEP 2017- 2019

- Supervise Molecular Biology and Toxicity laboratory and staff.
- Ensure all quality assurance (QA) objectives are met for both molecular biology and toxicity workgroups including lab analyses being performed according to SOPs and TNI/NELAC guidelines for Toxicity workgroup.
- Develop team building, training and professional growth activities for lab staff of 8.
- Manage microbial source tracking projects.
- Authorize biology results in LIMS at test, job, event and certify final reports for molecular and other groups in Biology section.
- Perform data validation and addition of new molecular markers.
- Schedule and approve RQs in LIMS.
- Serve as technical expert for Department on molecular biology, microbial source tracking.
- Write and review technical reports.

Environmental Consultant, Biology section, Florida DEP 2015-2017

- Evaluate new molecular methods for their usefulness in support of FDEP programs and provide assistance to develop and implement new molecular methods and markers
- Participate in providing technical expertise in the development of molecular source tracking projects and in the interpretation of results for customers.
- Train lab staff on QA/QC, lab techniques and LIMS.
- Molecular analysis of environmental samples and upload data to LIMS.

OPS Environmental Consultant, Biology section, Florida DEP 2014-2015

- Analysis of environmental samples for microbial source tracking.
- Preparation, extraction and analysis of samples using molecular qPCR techniques.
- Review and upload data to Laboratory Information Management System (LIMS).
- Write and update develop Standard Operating Procedures (SOPs).
- Evaluate and develop new molecular methods based on program objectives.
- Train coworkers on laboratory procedures and molecular techniques.

Senior Laboratory Technician

Aquatic Sciences and microbial ecology lab, Florida A&M University 2005-2007

- Maintained TOC analyzer, biogeochemical lab.
- Trained 5 students and 1 post-doctoral associate on lab techniques, including fieldwork and analysis.
- Maintenance, and calibration of lab equipment, media preparation, inventory and ordering.
- Writing SOPs and maintain QA/QC test procedures for lab equipment and analyses.
- Participated in research sampling cruises.

Research Technician

Molecular Microbial Ecology lab, University of Florida 2002-2003

- Sampling, extraction, cloning and sequence analysis of sediment samples using PCR and RFLP.
- Media preparation (aerobic/anaerobic), maintenance and calibration of lab equipment.
- Provide support to senior graduate students and post-doctoral associates in experiments, data analysis using molecular software and prepare reports using MS Office applications.
- Update and add molecular and analysis techniques to the laboratory Standard Operating Procedures (SOPs).

INTERNSHIP

Program Director, ReThink Energy Florida April 2014 - June 2014

- Supervise the program division of the organization to ensure the arrangement of community events.
- Conduct performance evaluations and establish goals for interns in program division.
- Plan and organize the logistics for the 2014 Energy Ball and Energy Camp.

Outreach coordinator, ReThink Energy Florida January 2014 - March 2014

- Presented talks/hands on demonstrations on solar energy.
- Directed and managed program activities, such as outreach and fundraising.
- Planned and organized the first Energy Whiz Olympics, 2013 for grade 3-12 students, in partnership with FDACS's Energy Office.

PROFESSIONAL HONORS AND AWARDS

- 2018 – Featured in “Women in STEM”, a showcase of Women scientists in Department of Environmental Protection.

- 2014 - Jasrotia et al., (2014) 80:1810-1820, AEM; selected by the editors of Applied and Environmental Microbiology for inclusion in "Spotlight," a feature in the Journal highlighting research articles deemed of significant interest.
- 2011 - Student Travel Grant winner, General meeting of American Society for Microbiology, New Orleans, LA
- 2009 & 2010 - Student Travel Fellowship winner, Department of Energy – Subsurface Biogeochemical Research Annual PI meeting, Lansdowne, VA

MANAGEMENT SKILLS

- Staff management and team building
- Conflict management and resolution
- Performance goal development
- Project and budget planning and management
- QA/QC development
- Initiate and manage multi-disciplinary teams
- Data analysis, interpretation and validation
- Decision making and problem solving
- Leadership skills

LABORATORY/ TECHNICAL SKILLS

- Nucleic acid (DNA and RNA) isolation, purification and quantification
- PCR, RT-PCR, DNA fingerprinting techniques such as TRFLP, ARISA
- Developing, optimizing and validating qPCR assays (TaqMan and SYBR)
- Next Generation sequencing and phylogenetic analyses
- Biogeochemical analyses (Organic and inorganic nutrients, TOC/TN, dissolved oxygen)
- Analyze, record, and communicate test results in a timely manner
- Operate, calibrate and perform routine maintenance on lab equipment
- **Software:** LIMS, SharePoint, Proficient in MS Office (Word, Excel, PowerPoint, Access), Google Docs, EndNote, SAS, PRIMER 6, SIGMAPLOT and XLSTAT

TEACHING EXPERIENCE

Florida State University

Environmental Science Capstone

Spring 2014

Elementary Oceanography

Fall 2012, Spring 2013

Principles of Oceanography (Guest Lecture)

Spring 2012

University of Florida

Soil Microbial Ecology

Fall 2004

PUBLICATIONS

- **Jasrotia, P.**, Green, S.J., Canion, A., Overholt, W.A., Wafula, D., Hubbard, D., Prakash, O., Watson, D.B., Schadt, C.W., Brooks, S.C., and J.E. Kostka. 2014. Fungal Communities in a Uranium-Contaminated Subsurface Environment and Determination of Potential Denitrification Rates. **Applied and Environmental Microbiology** 80:1810-1820.
- Green, S.J., Prakash, O., **Jasrotia, P.**, Overholt, W.A., Cardenas, E., Hubbard, D., Tiedje, J.M., Watson, D.B., Schadt, C.W., Brooks, S.C., and J.E. Kostka. 2012. Denitrifying bacteria from the genus *Rhodanobacter* dominate bacterial communities in the highly contaminated subsurface of a nuclear legacy waste site. **Applied and Environmental Microbiology** 78:1039-1047.
- Lewis, D.E., Chauhan, A., White, JR., Overholt, W.A., Green, S.J.G., **Jasrotia, P.**, Wafula, D., and C. Jagoe. 2012. Microbial and Geochemical Assessment of Bauxitic Un-mined and Post-mined Chronosequence Soils from Mocho Mountains, Jamaica. **Microbial Ecology** 64:738–749.
- Prakash, O., Green, S.J., **Jasrotia, P.**, Overholt, W.A., Canion, A., Watson, D.B., Brooks, S.C., and J.E. Kostka. 2012. Description of *Rhodanobacter denitrificans* sp. nov., isolated from nitrate-rich zones of a contaminated aquifer. **International Journal of Systematic and Evolutionary Microbiology** 62:2457-2462.
- Green, S.J., Prakash, O., Gihring, T.M., Akob, D.M., **Jasrotia, P.**, Jardine, P.M., Watson, D.B., Brown, S.D., Palumbo, A.V., and J.E. Kostka. 2010. Denitrifying bacteria isolated from terrestrial subsurface sediments exposed to mixed-waste contamination. **Applied and Environmental Microbiology** 76:3244-3254.
- **Jasrotia, P.**, and A.V. Ogram. 2008. Diversity of *nifH* genotypes in floating periphyton mats along a nutrient gradient in the Florida Everglades. **Current Microbiology** 56:563-568.

SELECTED SCIENTIFIC TALKS AND POSTER PRESENTATIONS

- **Jasrotia, P.**, 2017. Wastewater treatment study: Design and Preliminary results. DEAR Division Meeting, Tallahassee, FL. **Talk**
- **Jasrotia, P.**, Matthews, D., Wolfe, L., Whiting, D. 2016. Evaluation of PMA-qPCR for Quantitative Differentiation of Live Human-associated Bacteroidales for Water Quality Monitoring. Water Microbiology Conference, UNC Chapel Hill, NC. **Talk**
- **Jasrotia, P.**, Overholt, W.A., Green, S.J., Schadt, C.W., Watson, D.B., Brooks, S.C., and Kostka, J.E. 2011. Watershed scale fungal community characterization along a pH gradient in an aquifer co-contaminated with uranium and nitrate. 111th American Society for Microbiology Annual Meeting (ASM), New Orleans, LA. **Poster**
- **Jasrotia, P.**, Green, S. J., Overholt, W., Hubbard, D., and J. E. Kostka. 2010. Probing the denitrifying microbial community in uranium-contaminated subsurface environments with multi-faceted molecular- and cultivation-based approaches. Graduate Student Symposium, Earth Ocean & Atmospheric Science Department, Florida State University. **Talk**
- **Jasrotia, P.**, Prakash, O., Canion, A.K., Green, S.J., and Kostka, J.E. 2010. Isolation and characterization of acid tolerant denitrifying fungi and bacteria from the terrestrial subsurface. 110th American Society for Microbiology Annual Meeting (ASM), 2010. San Diego, CA **Poster**

- **Jasrotia, P.**, Green, S.J., Akob, D.M., Sul, W.J., Tiedje, J.M., Jardine, P.M., Watson, D.B., and Kostka, J.E. 2009. Profiling of microbial community structure across physico-chemical gradients using deep sequencing in the uranium-contaminated subsurface. 4th Annual DOE-SBR Principal Investigator Meeting, Landsdowne, VA. *Poster*
- **Jasrotia, P.**, Canion, A., Prakash, O., Green, S.J., and Kostka, J.E. 2009. Isolation and characterization of denitrifying fungi and bacteria from low pH, nitrate- and uranium-contaminated groundwater. 4th Annual Student Symposium, The Thalassic Society & The Departments of Geological Sciences, Meteorology, and Oceanography, Florida State University. *Talk*
- **Jasrotia, P.**, Ogram, A.V., and Reddy, K.R. 2004. Characterization of nitrogen fixing periphyton microbial communities in the Florida Everglades. 104th General Meeting of American Society for Microbiology (ASM), New Orleans, LA. *Poster*



LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
SCIENCE ADVISORY COMMITTEE

Attachment #3
Page 1 of 2

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.

Name: Ms. Amy Wetherington Datz		Date: 7/22/2019 10:58:22 PM	
Home Address:	1130 Crestview Ave 1130 Crestview Ave Tallahassee, FL 32303	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 322-7599	Do you own property in the Tallahassee City Limits?	Yes
Email:	amalielatz@mac.com	How many years have you lived in Leon County?	33

(EMPLOYMENT INFORMATION)

Employer:	Retired	Work Address:	1130 Crestview Ave. Tallahassee, FL 32303
Occupation:	Environmental Scientist		
Work/Other Phone:	(850) 322-7599 Ext.000000		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	White	Gender:	F	Age:	67
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Mary Ann Lindley	Name:	Jeremy Matlow
Address:	Leon County Courthouse 301 South Monroe St Tallahassee, FL 32301	Address:	City Hall 300 South Adams Street
Phone:	(850) 606-5369	Phone:	(850) 891-8533

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

Leon Co. Science Advisory Committee 2016 to present. Environmental Caucus of Florida, Legislative Activist. Department of Transportation 1990-2012, State Transportation Air Quality Program Manager 1990-1999, and State Transit Environmental Planner. Florida Department of Environmental Protection (FDEP) Air Quality Program Scientist 1987-1989. Florida Department of Agriculture 1983-1987, pesticide enforcement and undercover for the USEPA. FDEP field scientist in Air Quality and Solid Waste. Bachelor of Environmental Science degree from the Florida Institute of Technology in 1978.

(COMMITTEE QUESTIONNAIRE)

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee?* **Yes**

If Yes, on what Committee(s) are you a member? **Science Advisory Committee**

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

If Yes, on what Committee(s) have you served? **Science Advisory**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

The members of the Science Advisory Committee shall be scientists or individuals who can comprehend qualitative or quantitative information on matters being discussed by the Committee, with a preference towards credentialed scientists.

Are you a credential Scientist? **Yes**

Please explain: **40 years experience in the Field of Environmental Science 31 years as a professional Environmental scientist.**

Are you able to comprehend the qualitative or quantitative information on matters discussed by the Science Advisory Committee? **Yes**

If Yes, please explain:

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

Signature: *Ms. Amy Wetherington Datz*

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



LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
SCIENCE ADVISORY COMMITTEE

Attachment #4
Page 1 of 8

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.

Name: Dr. Thayumanasamy Somasundaram		Date: 7/24/2019 10:40:08 AM	
Home Address:	3231 Addison Lane Tallahassee, FL 32317	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 339-2699	Do you own property in the Tallahassee City Limits?	Yes
Email:	somabhanu@gmail.com	How many years have you lived in Leon County?	26

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	Work Address:	Institute of Molecular Biophysics 91 Chieftan Way Tallahassee, FL 32317
Occupation:	Scientist		
Work/Other Phone:	(850) 644-6448		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	Asian	Gender:	M	Age:	60
District:	District V	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Clyde Diao	Name:	
Address:	1307 Walden Road, Tallahassee, FL 32317	Address:	
Phone:	(850) 339-5227	Phone:	

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee?* **Yes**

If Yes, on what Committee(s) are you a member? *Science Advisory Committee*

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

If Yes, on what Committee(s) have you served? *Science Advisory Committee*

Are you willing to complete a financial disclosure if applicable?* **No**

Your application will only be considered for those committees/boards/authorities that do not require members to complete the Financial Disclosure Form 1.

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **Yes**

If yes, please explain *My wife works at the Leon County Public Library as an employee (information professional)*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

The members of the Science Advisory Committee shall be scientists or individuals who can comprehend qualitative or quantitative information on matters being discussed by the Committee, with a preference towards credentialed scientists.

Are you a credential Scientist? **Yes**

Please explain: *I have a bachelors, masters, and Ph.D in chemistry. I have been working as a scientist at FSU for 26 years.*

Are you able to comprehend the qualitative or quantitative information on matters discussed by the Science Advisory Committee? **Yes**

If Yes, please explain:

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

Signature: *Dr. Thayumanasamy Somasundaram*

The application was electronically sent: 7/24/2019 10:40:08 AM

5 Year Curriculum Vitae

Thayumanasamy Somasundaram

July 24, 2019

General Information

University address: Institute of Molecular Biophysics
College of Arts and Sciences
KASHA LABORATORY 0414
Florida State University
Tallahassee, Florida 32306-4380
Phone: 850-644-6448; Fax: 850-644-7244

E-mail address: tsomasundaram@fsu.edu

Web site: <http://www.biophysics.fsu.edu/soma>

Professional Preparation (Highest Degree Only)

1987 Doctor of Philosophy, Indian Institute of Science, Bangalore, India. Major: Chemistry. Physical Chemistry. Supervisor: P. Ganguly.

Unspecified Name. (1987). *Experimental studies on gas-microphone detected photo-acoustic signals from condensed phases*. Unpublished doctoral dissertation, Indian Institute of Science, Bangalore, India.

Professional Experience

2014–present Senior Research Associate, Institute of Molecular Biophysics, Florida State University. Research Support.

2008–2014 Research Associate, Institute of Molecular Biophysics, Florida State University. Research.

Honors, Awards, and Prizes

Prudential Productivity Award, Florida Tax Watch (2017).

5 Year Vita for Thayumanasamy Somasundaram

Current Membership in Professional Organizations

Advisory Board Member, Cell Press Star Protocol Journal
Member, Association of Biomolecular Resource Facilities
President, Southeastern Association of Shared Resources

Teaching

Practical Course on X-Ray Crystallography and Diffraction

Somasundaram, T. (2017). *Two week long practical course on x-ray crystallography and diffraction.*

Somasundaram, T. (2016). *Two week long practical course on x-ray crystallography and diffraction.*

Somasundaram, T. (2015). *Two week long practical course on x-ray crystallography and diffraction.*

Somasundaram, T. (2014). *Three week long practical course on x-ray crystallography and diffraction.* X-Ray Facility, Institute of Molecular Biophysics.

Research and Original Creative Work

Presentations

Invited Papers at Conferences

Somasundaram, T., & Zawrotny, M. (presented 2016, July). *Low-cost home-built imager for protein screening.* Paper presented at 66th Annual Meeting, American Crystallographic Association, Denver, CO. (National) Retrieved from <https://aca.confex.com/aca/2016/webprogrampreliminary/Paper1082.html>

Invited Presentations at Conferences

Somasundaram, T. (presented 2017, June). *Measuring Impact of Shared Resources.* Presentation at Fifth Annual Meeting of the Southeastern Shared Resources, Southeastern Association of Shared Resources, Tampa, FL. (Regional) Retrieved from <http://seasr.abrf.org/program-schedule>

5 Year Vita for Thayumanasamy Somasundaram

Invited Presentations at Symposia

Somasundaram, T. (presented 2017, August). Scientific Equipment Database. In Dr Naween Anand (Chair), *Fifth Annual Post-doctoral Symposium*. Presentation at the meeting of FSU Office of Post-doctoral Affairs, FSU College of Medicine. (Local) Retrieved from <http://opda.fsu.edu/>

Refereed Presentations at Conferences

Somasundaram, T. (presented 2018, February). *Core Scientific Facilities: Challenges and Opportunities*. Presentation at 2018 Pittcon Conference and Expo, Pittcon, Orlando, FL. (International) Retrieved from https://docs.google.com/viewerng/viewer?url=https://pittcon.org/wp-content/uploads/2017/12/2018-Conferee-Networking-11-30-17.pdf&hl=en_US

Somasundaram, T., & Zawrotny, M. (presented 2018, February). *Imaging Crystal Robot Using Arduino Controller*. Poster presentation at 2018 Pittcon Conference and Expo, Pittcon, Orlando, FL. (International)

Somasundaram, T. (presented 2016, March). *Funding/Upgrading for Mid-size Equipment*. Presentation at 2016 Annual Meeting of Pittcon, Pittcon, Atlanta, GA. (International) Retrieved from https://docs.google.com/viewerng/viewer?url=http://pittcon.org/2016/Pittcon_Final-Program-2016.pdf&hl=en_US

Somasundaram, T., & Zawrotny, M. (presented 2016, March). *'Simple Robotic Imager for Multi-well Plates*. Poster presentation at 2016 Pittcon Conference, Pittcon, Atlanta, GA. (National)

Nonrefereed Presentations at Symposia

Somasundaram, T. (presented 2015, February). IMB Core X-Ray Facility. In McGraw, Tim (Chair), *The Fifth Annual FSU Life Sciences Symposium: Aging*. Poster presentation at the meeting of FSU College of Medicine. (Local) Retrieved from <http://med.fsu.edu/index.cfm?page=biomedicalSciences.lifeSciencesSymposium>

Invited Workshops

Somasundaram, T. (2015, August). *Second Florida Core Network Event*. Workshop delivered at Workshop delivered at Moffitt Cancer Center, Tampa, Florida, Moffitt Cancer Center, Tampa, FL. (State) Retrieved from https://www.youtube.com/watch?v=L9Pf_e3TsZ8

5 Year Vita for Thayumanasamy Somasundaram

Somasundaram, T. (2014, August). *2014 First Florida Core Network Event*. Workshop delivered at UF-ICBR, Gainesville, Florida, Gainesville, Florida. (State) Retrieved from <http://www.biotech.ufl.edu/florida-core-networking/>

Invited Lectures and Readings of Original Work

Somasundaram, T. (2018, January). *An Indian American Perspective*. Delivered at The FSU Center for Leadership and Social Change, Center for Global and Multicultural Engagement. (Regional) Retrieved from <http://thecenter.fsu.edu/diversity/multicultural-leadership-summit>

Exhibitions

Non-Juried Exhibitions

Mundoma, C., Murphy, C., Dorn, R., & Somasundaram, T. (2018, March). *Discovery on Parade* [Event showcasing local innovation]. Turnbull Conference Center, Tallahassee, FL: FSU, FAMU and TCC.

Contracts and Grants

Resource Grant

Li, H., Miller, B., Stroupe, E. M., Somasundaram, T., & Blaber, M. (2014, March–2015, February). A grant of \$49,000. *Crystallization robot for X-Ray Crystallography Facility*. Sponsored by FSU Research Foundation.

Individual Research Project Mentor

Somasundaram, T. (2018). *Young Scholars Program administered by Department of Biological Science*.

Mentor, Young Scholars Program

Somasundaram, T. (2016–2018). *Individual Research Project mentor for High School Students*. Young Scholars Program, Dept Biological Science.

Somasundaram, T. (2016–2018). *Individual Research Project mentor for High School Students*. Young Scholars Program, Dept Biological Science.

5 Year Vita for Thayumanasamy Somasundaram

Somasundaram, T. (2016–2018). *Individual Research Project mentor for High School Students*. Young Scholars Program, Dept Biological Science.

Somasundaram, T. (2015). *Individual Research Project mentor for High School Students*. Young Scholars Program, Dept Biological Science.

Somasundaram, T. (2014). *Individual Research Project mentor for High School Students*. Young Scholars Program, Dept Biological Science.

Service

Florida State University

FSU University Service

Faculty Advisor, Health Educated Asian Leaders, FSU RSO (2015–present).

FSU Department Service

Facilitator, Caspar Structural Biology Symposium (2017).

Member, Specialized Faculty Promotion Committee (2015).

The Profession

Editorial Board Membership(s)

Cell Press Star Protocol (2019–present).

Service to Professional Associations

President, Southeastern Association of Shared Resources (2019–present).

President-Elect, Southeastern Association of Shared Resources (2018–2019).

Treasurer, I have been selected as a Treasurer for Southeastern Association of Shared Resources, Southeastern Association of Shared Resources (2016–2018).

5 Year Vita for Thayumanasamy Somasundaram

Service to Other Universities

Regional Meeting Organizer, *Florida Core Network* (2016–present).

The Community

Member, The THRC is committed to finding ways to foster mutual understanding, tolerance, and respect among all economic, social, religious, and ethnic groups within the City of Tallahassee, Tallahassee Human Resources Council (2014–2019).

Member, Leon County Scientific Advisory Committee, Leon County Scientific Advisory Committee (2015–2019).

Chairman, I am the Chairman of the Asian Coalition of Tallahassee. This 501 (c) (3) is an umbrella organization of dozen associations and groups, Asian Coalition of Tallahassee (2013–2015).



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
SCIENCE ADVISORY COMMITTEE**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Mr. Thomas (Tom) Erik Lewis		Date: 8/9/2019 10:03:22 AM	
Home Address:	1505 Lloyds Cove Road Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
Home Phone:	(850) 868-0115	Do you own property in Leon County?	Yes
		Do you own property in the Tallahassee City Limits?	No
Email:	tom.lewis@terracon.com	How many years have you lived in Leon County?	5

(EMPLOYMENT INFORMATION)

Employer:	Terracon	Work Address:	2930 Wellington Circle Suite 201 Tallahassee, FL 32312
Occupation:	Geologist		
Work/Other Phone:	(850) 868-0115		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	White	Gender:		Age:	47
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	David Dickson	Name:	John Kimberly
Address:	8348 INNSBROOK DR	Address:	2814 SWEET RIDGE ST
Phone:	(850) 509-2703	Phone:	(850) 459-3677

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

If yes, on what Committee(s) are you a member? **Science Advisory Committee**

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

If Yes, on what Committee(s) have you served? **Science Advisory Committee**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

The members of the Science Advisory Committee shall be scientists or individuals who can comprehend qualitative or quantitative information on matters being discussed by the Committee, with a preference towards credentialed scientists.

Are you a credential Scientist? **Yes**

Please explain: **I am a Florida Registered Professional Geologist with 25 years consulting experience for site assessment and cleanup of petroleum and hazardous waste. Bachelor Degree in Science, Major Geology.**

Are you able to comprehend the qualitative or quantitative information on matters discussed by the Science Advisory Committee? **Yes**

If Yes, please explain:

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

Signature: **Mr. Thomas (Tom) Erik Lewis**

The application was electronically sent: **8/9/2019 10:03:22 AM**

Tom Lewis

SENIOR GEOLOGIST / SENIOR ASSOCIATE
ROLE: CONTRACT AND PROJECT MANAGER

PROFESSIONAL EXPERIENCE

Mr. Lewis is a Senior Geologist working in Terracon's Tallahassee office. With over 25 years of consulting experience in the State of Florida, he is responsible for scoping and implementing a broad range of site assessment projects for private and public sector clients across the entire state.

Mr. Lewis has worked as both a field geologist and project manager on numerous FDEP funded projects since the mid-1990s including with the Petroleum Restoration Section, the Waste Cleanup Section (Drycleaning Solvent Cleanup Program, Site Investigation Section, and Brownfields Redevelopment Program), and the Division of State Lands. Because of this, he has worked directly with FDEP on many complex environmental projects involving different types of impacts to site media due to petroleum, chlorinated solvent, PCBs, and/or metals.

Mr. Lewis also has experience working on over 300 Phase I and II Environmental Site Assessments in the State of Florida, including work on numerous Phase I ESA corridor and Contamination Screening studies for municipal and utility clients. Mr. Lewis is a leading expert on Brownfields site rehabilitation and redevelopment using both EPA and FDEP funding mechanisms and is the current President elect of the Florida Brownfields Association.

SELECTED PROJECT EXPERIENCE

City of Tallahassee - South Monroe Street Corridor Brownfields Area Designation -

Tallahassee, FL - Senior Project Manager who assisted City of Tallahassee Environmental Staff on getting the one-mile stretch of South Adams and South Monroe Streets designated as the "South Monroe Street Corridor Brownfields Area" in 2016. Mr. Lewis assisted with the resolution language, the design of the GIS map production of area, conducting public outreach and giving local presentations on the benefits of the Brownfields program to local citizens. The resolution was approved by the City Commission on April 27, 2016. Mr. Lewis also assisted on the data collection, research and initial 2016 grant application to the United States Environmental Protection Agency (EPA), which was successfully awarded after a follow-up application in 2017. Budget: \$7,500.

City of Tallahassee, Phase I ESA Corridor Study – Pensacola, St. Augustine, and Madison ROWs, Tallahassee, Florida - Project Manager responsible for implementation of a 2.9-mile Phase I Corridor Study of segments along rights of way of Pensacola, Madison, and St. Augustine streets due west of the immediate downtown area of Tallahassee, Florida. Mr. Lewis oversaw and personally conducted the historical research, database review, owner interviews and site visit to determine a ranking of sites that had low, medium and high potential to impact the rights of way. Upon completion of study, had to assist with presentation before City of Tallahassee commission regarding taking ownership of ROWs from FDOT. Budget: \$23,000

City of Tallahassee- Gaines Street Sewer Pipe replacement Corridor Study and Technical Specifications

Tallahassee, Florida – After completion of the Phase I corridor study of Pensacola, Madison and St. Augustine ROWs, Mr. Lewis was retained by the City to draft original technical specifications for handling petroleum and arsenic impacted soils that could potentially be during trenching and curbing activities associated with improving the underground sewer and water line conveyance systems on Gaines Street. Duties included review of corridor environmental site assessment results and historical regulatory records along the construction corridor, review of construction plans, and preparation of prebid technical specifications to both predict areas where impacts may occur as well as come up with a system for preparing for areas where environmental impacts were not expected. Attended prebid meeting to discuss technical specifications and answer questions and then provided weekly site visits to document if the specifications for health and safety monitoring and the handling of impacted soils was being performed in accordance with the specifications. The project was viewed as highly successful as in fact several areas with excessively petroleum contaminated soils were encountered, but no slowdowns in work nor change orders were required to address



EDUCATION

Bachelor of Science, Geology;
College of William and Mary, VA
1994

Masters of Business
Administration; Bellevue University,
NE, 2000

YEARS WITH TERRACON: 2
YEARS WITH OTHER FIRMS: 22

REGISTRATIONS

Professional Geologist -State of
Florida - #2305

ADDITIONAL TRAINING

OSHA 40-hour Health & Safety

AFFILIATIONS

Florida Brownfields Association
(President)

Big Bend Habitat for Humanity
(Board Member)

Leon County Scientific Advisory
Committee (Appointed Member)

SUMMARY OF CAPABILITIES

- State and Federal Brownfields
- Contamination Screening Evaluations Reports (CSER) and Corridor Studies
- Contamination Site Assessments
- Phase I and Phase II ESA
- Remediation and Site Closure
- Management Plans

Tom E. Lewis (continued)

the soil stockpiling. Because of this, Mr. Lewis was later retained to do the same for Public Works for stormwater improvements along the east portion of the corridor and his specifications were used by the City (with his approval) for later improvements along the FAMU Way and Railroad Ave intersection and corridor. Total Budget: \$28,000

City of Tallahassee - Beneficial Use Planning for Frenchtown Stormwater Facility, Leon County, FL, Tallahassee, Florida – Project Manager for this unique project that began by preparing Sampling and Analysis plans for collecting an appropriate number of viable samples from different areas of the pond. Upon reviewing the analytical results, assisted the City of Tallahassee in working with the NFWFMD and FDEP to come up with the most cost effective approach to disposing the sediments in compliance with FDEP using beneficial use guidance document and solid waste disposal requirements. Prepared and drafted the original technical specifications for handling impacted stormwater sediments that had to be removed as part of expanding and improving the facility. Attended prebid meeting to discuss the bid technical specifications and answer questions and then later provided weekly site visits to document if the specifications for health and safety monitoring and the handling of impacted soils was being performed in accordance with the original specifications. Results of this and another similar study later performed at the Lake Jackson Treatment pond owned by the NFWFMD have led to a better understanding of the risks and costs involved by both sides if regulatory agencies begin to require such sediment analysis in the future prior to beneficial use practices. The results also caused the City of Tallahassee to not take over ownership and maintenance responsibilities from one such facility currently owned and operated by another governmental agency due to the uncertainty of potential future disposal costs.

FDEP Brownfields - Former Drycleaning Site, Downtown Tallahassee, Florida – Senior Project Manager and lead field geologist for an EPA funded Targeted Brownfields Assessment administered by FDEP at a former drycleaning facility located in downtown Tallahassee, Florida. The facility, that operated between 1930's and 1950's, was within one block of the City of Tallahassee's City Hall. The site was located in close proximity to another historical drycleaning facility located less than 50 feet from property boundary. Mr. Lewis used a combination of Modified Active Gas Sampling (MAGS), direct push groundwater profiling, and traditional soil sampling to successfully demonstrate low level chlorinated solvent impacts and low level petroleum impacts at the property were associated with two offsite sources

FDEP PRP Program Contract Manager– North Region, FL Served as program manager for Petroleum Restoration Program North Region Contract between March 2013 and October 2016 for Cardno, Inc. and Terracon, Inc. since October 2016. Activities included providing contract management, technical oversight and monitoring of field and deliverable schedules for 30 petroleum sites receiving funding from FDEP's Petroleum Restoration Program. Projects ranged from large scale remediation projects and extensive field investigations to smaller scale events such as Low Score Site Initiative (LSSI) and Natural Attenuation Monitoring. Additional tasks included negotiating revised project unit rates with FDEP and always expanding suitable subcontractors to utilize in the region to increase efficiency.

Beach Street Acquisitions - Former Lloyd Buick and Massey Dealership Sites, Volusia County, Florida –Project Manager of complicated site assessment and remedial project involving two adjacent dealership sites operating from 1920s through 1990s along historical Halifax River Beach Street frontage in Daytona Beach. Site investigation activities involved extensive historical research and interviews to find multiple former source areas including hydraulic lifts, underground storage tanks (USTs), and above ground storage tanks (ASTs), oil water separators, parts washers, and hazardous waste handling areas. This data was then subsequently augmented using a subsurface geophysical survey to find additional tank areas and debris prior to field assessment. Field assessment was conducted implementing a combination of direct push soil and groundwater profiling, monitoring well sampling, test pit excavations, and removal of USTs, hydraulic lifts, and oil water separators. Currently, both adjacent sites are under separate Brownfield Site Rehabilitation Agreements and in the final stages of obtaining conditional closures.

FDEP Drycleaning Program Gulf States Beauty Site, Duval County, Florida – Developed Work Plan and Cost Estimate for FDEP review and approval for this FDEP funded Drycleaning Program Site located in the South Bank area of downtown Jacksonville. Through extensive file review and historical research, was able to develop a conceptual model that no chlorinated solvents were likely to have been used at the property and predicted that chlorinated solvent impacts would be encountered on the property due to a large previously upgradient comingled plume already demonstrated to extend past property. Implemented a combination of MAGS and direct push soil and groundwater profiling with a mobile laboratory to successfully demonstrate no onsite sources were present and groundwater contamination throughout the site was from another source.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #5

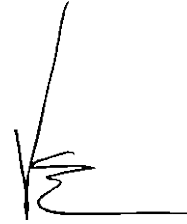
Leon County Board of County Commissioners

Agenda Item #5

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Commissioner Appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls

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

Statement of Issue:

This agenda item seeks the Board's ratification of the appointment of citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG) made by individual Commissioners and by the CSWG.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

See next page.

- Option #1: Ratify the individual Commissioners' appointments of five (5) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls as follows:
- a. Commissioner Desloge appoints Jessica McGrew for a two-year term ending September 30, 2021.
 - b. Chairman Jackson reappoints Cicely Brantley for a two-year term ending September 30, 2021. [Should the Board choose to appoint Dr. Brantley it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #2) by a two-thirds affirmative vote.]
 - c. Commissioner Lindley appoints Cynthia Colas for a two-year term ending September 30, 2021.
 - d. Commissioner Maddox appoints Carrie Boyd for a two-year term ending September 30, 2021.
 - e. Commissioner Minor appoints Dr. Mimi Graham for the remainder of the unexpired term ending September 30, 2020.
- Option #2: Ratify the Commission on the Status of Women & Girls' appointment of four (4) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls as follows:
- a. CSWG reappoints Darby Scott for two-year term ending September 30, 2021.
 - b. CSWG reappoints Antoneia Roe for two-year term ending September 30, 2021.
 - c. CSWG appoints Jasmine Ali-Mohammed for a two-year term ending September 30, 2021.
 - d. CSWG appoints Bernice McMillian for the remainder of the unexpired term ending September 30, 2020.

Report and Discussion

Background:

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

Analysis:

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

Purpose: CSWG provides input and recommendations on approaches with which to address issues affecting the women and girls in Tallahassee and Leon County. The Committee's goal is promoting awareness on issues that affect women and girls in the community, including but not limited to discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic security, access to justice, freedom from violence and more.

Composition: The CSWG has twenty-one (21) members:

- Seven (7) members appointed by the Board of County Commissioners with each County Commissioner having one appointment;
- seven (7) members appointed by the City Commission; and
- seven (7) members appointed by the CSWG and ratified by the County Board of Commissioners and the City Commission.

Members serve two-year terms, expiring September 30. Members can serve no more than three terms, including a partial initial term if applicable.

Vacancies: There are 9 vacancies on the CSWG: the terms of seven (7) members expire on September 30, 2019 and two (2) seats are vacant due to resignations. Board appointed member Jane Johnson, whose terms are due to expire on September 30, 2020, has resigned. CSWG appointed member, Rebecca Weaver, has exceeded her allowable absences and her membership has been terminated per section 8.1 of the CSWG bylaws. Ms. Weaver’s term was due to expire on September 30, 2020.

Five (5) of the vacancies are for members appointed by individual County Commissioners and four (4) are for members appointed by CSWG. The individual County Commissioners have selected the applicants to fill the open seats and their appointees are listed in Table #1.

Title: Commissioner Appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls

September 24, 2019

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Table #1. Commission on the Status of Women & Girls – Individual Commissioner Appointments

Vacancies:	Term Expires:	Application #	Appointee	Recommended Action
Wendi Cannon <i>Not seeking reappointment</i>	9/30/2019	1.	Jessica McGrew	Ratify Commissioner Desloge's appointment for a two-year term expiring on 9/30/2021
Cicely Brantley <i>Seeking reappointment</i>	9/30/2019	2.	Cicely Brantley ¹	Ratify Chairman Jackson's reappointment for a two-year term expiring on 9/30/2021
Barby Moro <i>Not seeking reappointment</i>	9/30/2019	3.	Cynthia Colas	Ratify Commissioner Lindley's appointment for a two-year term expiring on 9/30/2021
Carla Laroche <i>Not seeking reappointment</i>	9/30/2019	4.	Carrie Boyd	Ratify Commissioner Maddox' appointment for a two-year term expiring on 9/30/2021
Jane Johnson <i>Resigned</i>	9/30/2020	5.	Dr. Mimi Graham	Ratify Commissioner Minor's appointment for the remainder of the unexpired term ending on 9/30/2020

¹ Applicant requests a waiver of the conflicting employment relationship as disclosed in Form 4A (Attachment #2). Should the Board choose to reappoint Dr. Brantley it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote. In addition, appointed advisory board members must abstain from voting on a measure which would inure to his or her special private gain or loss and must file Form 8B, Memorandum of Voting Conflict, with the person responsible for recording the minutes of the meeting.

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Title: Commissioner Appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls

September 24, 2019

Page 5

The remaining four vacancies are for members appointed by CSWG and require ratification by both County and City Commissions. The CSWG Full Commission met on August 16, 2019 to review the CSWG nominees, and the CSWG voted to appoint the four applicants listed in Table #2. This item seeks the Board's ratification of the CSWG appointments. It is anticipated that the City Commission will ratify the CSWG appointments at their September 25th meeting in addition to appointing three (3) City members.

Table #2. Commission on the Status of Women & Girls – CSWG appointments

Vacancies:	Term Expires:	Application #	Applicant Appointed:	Recommended Action
Darby Scott <i>Seeking reappointment</i>	9/30/2019	6.	Darby Scott	Ratify the CSGW reappointment for two-year term expiring on 9/30/2021.
Antoneia Roe <i>Seeking reappointment</i>	9/30/2019	7.	Antoneia Roe	Ratify the CSGW reappointment for two-year term expiring on 9/30/2021.
Janel Robinson <i>Seeking reappointment</i>	9/30/2019	8.	Jasmine Ali-Mohammed	Ratify the CSGW appointment for two-year term expiring on 9/30/2021.
Rebecca Weaver <i>Resigned</i>	9/30/2020	9.	Bernice McMillian	Ratify the CSGW appointment for the remainder of the unexpired term expiring on 9/30/2020.

Remainder of page intentionally blank

Options:

1. Ratify the individual Commissioners' appointments of five (5) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls as follows:
 - a. Commissioner Desloge appoints Jessica McGrew for a two-year term ending September 30, 2021.
 - b. Chairman Jackson reappoints Cicely Brantley for a two-year term ending September 30, 2021. [Should the Board choose to appoint Dr. Brantley it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #2) by a two-thirds affirmative vote.]
 - c. Commissioner Lindley appoints Cynthia Colas for a two-year term ending September 30, 2021.
 - d. Commissioner Maddox appoints Carrie Boyd for a two-year term ending September 30, 2021.
 - e. Commissioner Minor appoints Dr. Mimi Graham for the remainder of the unexpired term ending September 30, 2020.
2. Ratify the Commission on the Status of Women & Girls' appointment of four (4) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls as follows:
 - a. CSWG reappoints Darby Scott for two-year term ending September 30, 2021.
 - b. CSWG reappoints Antoneia Roe for two-year term ending September 30, 2021.
 - c. CSWG appoints Jasmine Ali-Mohammed for a two-year term ending September 30, 2021.
 - d. CSWG appoints Bernice McMillian for the remainder of the unexpired term ending September 30, 2020.
3. Board direction.

Recommendation:

Options #1 a.-e. and #2 a.-d.

Attachments:

1. McGrew application and bio
2. Brantley application, resume and Disclosure Form 4A
3. Colas application and resume
4. Boyd application and resume
5. Graham application and resume
6. Scott application and resume
7. Roe application and resume
8. Ali-Mohammed application and resume
9. McMillian application and resume



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN
& GIRLS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Mrs. JESSICA GERTEL MCGREW		Date: 9/16/2019 10:10:17 AM	
Home Address:	1106 LASSWADE DR. Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 567-8903	Do you own property in the Tallahassee City Limits?	Yes
Email:	jessica.mcgrew@gmail.com	How many years have you lived in Leon County?	15

(EMPLOYMENT INFORMATION)

Employer:	JESSICA G. MCGREW, P.A.	Work Address:	2810 REMINGTON GREEN CIRCLE TALLAHASSEE, FL 32312
Occupation:	ATTORNEY		
Work/Other Phone:	(850) 765-7764		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	White	Gender:	F	Age:	43
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	KHANTY XAYABOUTH	Name:	THOMAS BRIDGES (PRINCIPAL OF TCS)
Address:	1953 THOMASVILLE RD., TALLAHASSEE, FL 32308	Address:	706 E. BREVARD ST., TALLAHASSEE, FL 32308
Phone:	(850) 894-7125	Phone:	(850) 222-0444

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

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

Have you served on any previous Leon County committees?* **No**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **Yes**

If yes, please explain **HUSBAND'S EMPLOYER is the service provider for Career Source Capital Region which may have contracts or projects with Leon County and/or the City of Tallahassee. I have no information on any of those.**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

Members on this committee must be a resident of Leon County.

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

Signature: **Mrs. JESSICA GERTEL MCGREW**

The application was electronically sent: **9/16/2019 10:10:17 AM**

Jessica McGrew

BIO

Jessica McGrew is an alumna of Trinity Catholic School and Lincoln High School here in Tallahassee. She earned her B.A. in English Literature and International Affairs from Florida State University in 1998, where she was a member of Golden Key National Honor Society and served as a resident assistant and office assistant during her four semesters studying abroad at the London Study Center.

Jessica earned her M.A. in English from Boston College, where she was awarded a graduate fellowship to teach Shakespeare and writing. After graduate school she taught in the New York City public schools and in the Dallas County Community College District before resolving to pursue a career in law. She graduated cum laude from Southern Methodist University's Dedman School of Law in 2007. During law school she was a member of a law journal and the National Environmental Law Moot Court Team, the vice-president of the National Lawyer's Guild, and a coach for the 1L moot court competition. During her last year of law school she studied at Northwestern University School of Law while clerking for the City of Chicago Law Department's Appeals Division. Admitted to the Illinois Bar in 2007, she practiced with a legal aid organization in Chicago before becoming licensed in Florida in 2009. She maintains her license in both Illinois and Florida.

In 2009, returned to Tallahassee and joined the firm of Penson, Duchemin, and Davis, PA; then broke away to join Claire A. Duchemin, P.A., in 2011. In 2014, Jessica opened her own law firm, Jessica G. McGrew, PA, and since 2018 has operated under the name McGrew Law Firm. She is a solo practitioner and focuses her practice on business law, real estate, probate, trust law, and estate planning.

Jessica volunteered for many years with Justice Teaching at Desoto Trail Elementary School (2010-2016), has served as a volunteer judge for the FLREA Second Circuit Mock Trial high school competition (2012-pres.); and she was a co-leader of Girl Scout Troop 1299 (2015-2017). Jessica is a member and past chair of the Trinity Catholic School Finance Committee (2014-pres.), and sits on the School Advisory Council for Trinity Catholic School (2014-pres.) as a member of the Executive Committee since 2017. Since 2013, she has served as the pronouncer for the Regional Spelling Bee Championship. Jessica is a member of Leadership Tallahassee Class 35.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF
WOMEN & GIRLS**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyl.gov. Applications will be discarded if no appointment is made after two years.

Name: Dr. CICELY BRANTLEY		Date: 8/7/2019 11:46:13 AM	
Home Address:	8382 Glendalin Road Tallahassee, FL 32311	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 322-3334	Do you own property in the Tallahassee City Limits?	No
Email:	cicely.brantley@gmail.com	How many years have you lived in Leon County?	25

(EMPLOYMENT INFORMATION)

Employer:	Tallahassee Community College	Work
Occupation:	Associate Professor	Address:
Work/Other Phone:		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	Black or African American	Gender:	F	Age:	45
District:	District II	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Richard Murgu	Name:	Lenore McWey
Address:	Tallahassee Community College 444 Appleyard Drive HSS Building Tallahassee, FL 32304	Address:	Florida State University Sandels Building (SAN) 120 Convocation Way Tallahassee, FL 32306
Phone:	(850) 201-8488	Phone:	(850) 644-3217

Resume Uploaded?	Yes
<p>If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.</p>	

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

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

If yes, on what Committee(s) are you a member? *Commission on the Status of Women and Girls*

Have you served on any previous Leon County committees?* **No**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

Members on this committee must be a resident of Leon County.

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

Signature: *Dr. CICELY BRANTLEY*

The application was electronically sent: 8/7/2019 11:46:13 AM

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL <u>Brantley, Cicely W.</u>		OFFICE / POSITION HELD <u>Commissioner/Member</u>
MAILING ADDRESS <u>8382 Glendalin Rd.</u>		AGENCY OR ADVISORY BOARD <u>Commission on the Status of Women & Girls</u>
CITY <u>Tallahassee</u>	ZIP <u>FL 32311</u>	COUNTY <u>Leon</u>
ADDRESS OF AGENCY <u>(STAFF) 317 E. Call St. Tallahassee, FL</u>		

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- Fill out Part A or Part B, as applicable.
- Sign and date the form on the reverse side.
- File Part A with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- File Part B with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; and (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

- The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - ☒ The reporting person;
 - ☐ The spouse of the reporting person, whose name is _____; or
 - ☐ A child of the reporting person, whose name is _____.
- The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
 - ☒ Supplying the following really, goods, and/or services: Counseling & Single Moms Group Facilitation
 - ☐ Regulation of the business entity by the governmental agency served by the advisory board member.
- The following business entity is doing business with or regulated by the governmental agency:
 The Oasis Center for Women & Girls
- The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
 - ☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets of capital stock in such business entity; ☒ Employee; ☒ Contractual relationship with the business entity;
 - ☐ Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

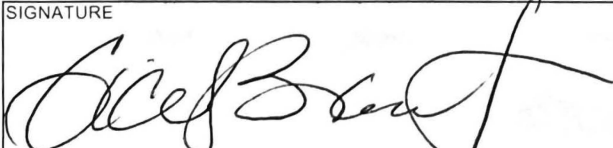
PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - ☐ The reporting person;
 - ☐ The spouse of the reporting person, whose name is _____; or
 - ☐ A child of the reporting person, whose name is _____.
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY)	(ADDRESS OF ENTITY)
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4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
 - ☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;
 - ☐ Other, please describe:

SIGNATURE

SIGNATURE 	DATE SIGNED 8/21/19	DATE FILED
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NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Cicely Brantley, PhD
(850) 322-3334
E mail: brantlec@tcc.fl.edu

Education

- 2014 **Doctor of Philosophy (Ph.D.) in Marriage and Family Therapy**; Florida State University.
- 2006 **Master of Science and Specialist in Education (M.S. and Ed.S. - dual degree program) in Counseling and Human Systems**: Counselor Education/School Counseling and Guidance Services; Florida State University
- 2003 **Master of Music (M.M.) in Music Therapy**; Florida State University
- 1995 **Bachelor of Science (B.S.) in Psychology**; Florida Agricultural and Mechanical University

Professional Credentials

- 2013 Florida Registered Mental Health Counselor Intern, License #IMH 7373 (anticipated attainment of full state licensure by October, 2019)
- 2006 National Counselor Certification (NCC) #214451
- 2000 Florida Professional Educator Certification #792210
Guidance and Counseling (2006)

Professional Experience

- 2016 – Current Counselor and Group Facilitator – Oasis Center for Women and Girls. Provide individual and relational counseling/therapy and facilitation of weekly single moms group and as-needed Girls' Circles groups as an Independent Contractor. This part-time work has been in both paid and volunteer capacities.
- 2013 – Current Assistant – Associate Professor of Psychology – Behavioral, Social Science and Education Division (formerly History and Social Sciences Division), Tallahassee Community College.
- 2012 – 2013 Adjunct Instructor – History and Social Sciences Division, Tallahassee Community College.
- 2012 – 2016 Master Level Therapist – Florida Therapy Services. Provided individual, couple, and family therapy and mental health counseling as an Independent Contractor. This part-time work included office and home-based counseling services.
- 2009 – 2013 Graduate/Teaching Assistant & Instructor – Family and Child Sciences Department, Florida State University.
- 2009 – 2011 Couple and Family Therapist – Center for Couple and Family Therapy, Florida State University. Provided individual, couple, and family therapy for university-based agency, under the supervision of AAMFT approved supervisors.

- 2006-2009 School Counselor – Leon County Schools; Hartsfield Elementary School and Deerlake Middle School: Served as Referral Coordinator, and provided individual and group guidance and counseling services to students in grades Pre-K – 5 (at Hartsfield E. S.) and provided counseling services to students in grades 6 – 8, with primary responsibility was to the sixth grade (at Deerlake M. S.). This work included facilitating parent conferences and intervention team meetings; providing crisis, academic, and behavioral intervention services; teaching character education lessons; student assessment and referral, and leadership/administrative duties.
- 2004-2010 Family Counselor/Therapist – Intensive Crisis Counseling Service – Provided home-based family therapy as an Independent Contractor with families at risk of losing their children due to issues related to abuse and/or neglect. This part-time work included risk assessment and consultation, case management, and providing psycho-educational counseling and crisis stabilization.
- 1998-2004 Music Teacher – Leon County Schools; Sabal Palm and Bond Elementary Schools – Responsible for teaching general music to all students in kindergarten through fifth grades, and by organizing and conducting the School Choruses, extracurricular performance groups for select students.

College Level Courses Taught*

- 2012 – Current Tallahassee Community College as Assistant -Associate Professor and/or Adjunct Instructor:
- CHD 2220 – Child Development
 - In both face-to-face and online learning environments
 - CLP 1001 – Psychology of Personal and Social Adjustment
 - In both face-to-face and online learning environments
 - PSY 2012 – General Psychology
 - In both face-to-face and online learning environments
 - DEP 2004 – Human Development across the Lifespan
 - SYG 2430 – Marriage and the Family
 - SOP 2780 – Psychology of the African American Experience
 - Developed this new course in 2018-2019
- 2009 – 2013 Florida State University as Graduate Teaching Assistant
- FAD 2230 – Family Relationships over the Life Course
 - Primary instructor for 2 semesters; Assisted faculty and taught a break-out lab as primary instructor for 4 semesters; Assisted faculty in online course instruction for 1 semester
 - CHD 4537 – Parenting
 - Primary Instructor for 2 semesters; Assisted in development of online version of this course for 1 semester.
 - CHD 2220 – Child Development
 - Assisted faculty in online course instruction for 2 semesters

*All courses had/have web-based components.

Professional Presentations

Brantley C., Garner, L. (2018). Constructive Communication, Session Two: Collaborative and Deliberate Dialogues. A Tallahassee Community College Center for Professional Development workshop.

Brantley, C. (2018). Diversity and Its Impact on Student Mindsets and Success. A presentation given at the Florida Developmental Education Association Regional I Workshop.

Brantley, C. (2017). Microaggressions and Me: Exploring the Nature of Microaggressions and How to Improve Communication and Connections with Diverse Members of our Community. A Tallahassee Community College Center for Professional Development workshop.

Brantley, C. (2017). Diversity Dialogues: A Breakout Session Exploring the Impact of Diverse Backgrounds and Various Psychosocial Factors on Student Success. A presentation given during Tallahassee Community College's Faculty welcome-back events.

Brantley, C., Girtman, L. (2017). Mindset Matters: Applying the Concepts in Carol Dweck's *Mindset: The New Psychology of Success* to Teaching and Learning in the Community College classroom. A presentation given at the Region One 2017 Spring Conference for the Association of Florida Colleges.

Brantley, C. (2017). Sister to sister: Self-Care and Self-Love in the Hundred. A presentation and discussion about mental health and well-being with the young ladies of the Golden Cymbals Club, a part of the FAMU Marching 100.

Brantley R., **Brantley, C. (2016).** Student Preparation for the Florida Standards Assessments: How Families can Provide Support for Academic Readiness and Emotional Well-being and Mental Health. Community-based Presentation given at Shepard's Chapel Church of God in Christ, Tallahassee, FL.

Harvey, K., Elton, T., **Brantley, C., Hill, P. (2015).** Engaging Students with Brain-Based Learning, Active Learning, and Diversity Sensitivity. Presented as a part of Tallahassee Community College's New Faculty Orientation Program: Second Year Faculty Presentations, Tallahassee, FL.

Farineau, H. M., Stevenson Wojciak, A., Lettenberger-Klein, C., **Brantley, C., McWey, L. M., Woods, S. (2013).** Collaborative practice with families in child welfare. Workshop presented at the annual American Association of Marriage and Family Therapy conference, Portland, OR.

Farineau, H. M., Stevenson Wojciak, A., Lettenberger-Klein, C., **Brantley, C., (2013).** Working Systemically with The Child Welfare System. Workshop presented at the Florida Association for Marriage and Family Therapy Division Conference, Boca Raton, Florida

Brantley, C., Wojciak, A. (2012). School Engagement and the Future Expectations of Those in Foster Care. Poster presentation at the annual American Association of Marriage and Family Therapy conference, Charlotte, NC.

McNeil, S., **Brantley, C., Harris-McKoy, D. (2012).** African-American maternal depression and child outcomes. Powerpoint presented at the American Association for Marriage and Family Therapy Minority Fellowship Winter Think Tank, Arlington, VA.

Brantley, C., Okafor, E. (September 2011). Parental Academic Socialization: Does Race Really Make a Difference? Poster presentation at the annual American Association of Marriage and Family Therapy conference, Ft. Worth, TX.

Belmas-Hoogestraat, P., Meyer, A.S., **Brantley, C.** (September 2011). Family Therapy Interventions for Asperger's Syndrome. Workshop presentation at the annual American Association of Marriage and Family Therapy conference, Ft. Worth, TX.

McWey, L. M., Pazdera, A., **Brantley, C.** (September 2011). In-Home Therapy for At-Risk Families. Workshop presentation at the annual American Association of Marriage and Family Therapy conference, Ft. Worth, TX.

McWey, L. M., Pazdera, A., **Brantley, C.** (September 2010). In-Home Therapy for At-Risk Families. Workshop presentation at the annual American Association of Marriage and Family Therapy conference, Atlanta, GA.

Publications

Brantley, C. W. (in preparation). Parental socialization, self-efficacy, and the academic achievement of African American youth.

Harris-McKoy, D.E., Woods, S.B., **Brantley, C.W.**, & Farineau, H.M. (2014). Experiences of family therapists working with families in a transitional homeless community. *Journal of Marital and Family Therapy*. Advance online publication. doi: 10.1111/jmft.12062

McNeil, S., Harris-McKoy, D. E., **Brantley, C. W.**, Fincham, F., & Beach, S. R. D. (2013). Maternal depressive symptoms mediating mother's perceived discrimination and African American youth externalizing behavior, *Journal of Child and Family Studies*, Advance online publication. doi: 10.1007/s10826-013-9788-0

Lambert, N. M., Fincham, F. D., LaVallee, D. C., & **Brantley, C. W.** (2011). Praying Together and Staying Together: Couple Prayer and Trust. *Psychology of Religion and Spirituality*, 4, 1-9. doi: 10.1037/a0023060

Brantley, C. W. (2011) A Review of Couples, gender, and power: Creating change in intimate relationships. *Journal of Couple & Relationship Therapy*, 10, 281-282.

Selected Service

Campus-Based

Sister To Sister: Mentoring Program for Female Students of Color, Tallahassee Community College (TCC): Co-Coordinator, 8/2018 – current

Center for Professional Enrichment Council, TCC: Member 8/2018 - current

Black Male Achievers Advisory Board, TCC: Member, 2017 - 2018

Diversity and Inclusion Council, TCC: Member, 2016 – current

Black Student Union, TCC: Advisor, 2015 – current

Student Success Committee, TCC: Member, 2016 – 2018

Women's History Month Committee, TCC: Member, 2014 – 2017

Educational Technology Committee, TCC: Member, 2014 - 2016

Graduate Student Advisory Council, Florida State University (FSU), College of Human Sciences:
Member and Department Representative, 2009 – 2013

Community-Based

League of Women Voters of Tallahassee: 9/2018 - current

Tallahassee/Leon County Commission on the Status of Women and Girls: Appointed October, 2017

Greater Tallahassee Section of National Council of Negro Women (NCNW): Charter Member and
Executive Board member, 2009 – current

Selected Honors and Awards

John & Suanne Roueche Excellence Award for Innovation in the Community College (2018)

Golden Cymbals Club Award for Dedicated Contribution to the Women of the Florida A & M
University Marching 100 (2017)

Black Male Achievers' Award for Faculty Support and Excellence (2016)

TCC Online Catalyst Award for Excellence in Online Course Design (2015)

Costa and Emma Kittles Scholarship, FSU College of Human Sciences (2011)

Conference Presentation Grant, FSU Graduate Student Advisory Council (2010)

American Association for Marriage and Family Therapy Minority Fellowship Program (2010 – 2012)

Kappa Omicron Nu Honor Society, FSU College of Human Sciences (2010)

McKnight Doctoral Fellowship Program, Florida Education Fund (2009 – 2013)

Star Teacher Award, Leon County Schools (2007)

Pi Lambda Theta, International Honor Society and Professional Association in Education (2006)



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN
& GIRLS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Ms. Cynthia Gabriella Colas		Date: 8/13/2019 3:49:59 PM	
Home Address:	2636 mission rd Tallahassee, FL 32304	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	No
Home Phone:	(850) 590-3828	Do you own property in the Tallahassee City Limits?	No
Email:	cgc16b@my.fsu.edu	How many years have you lived in Leon County?	2

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	Work
Occupation:	student (n/a)	Address:
Work/Other Phone:		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	Black or African American	Gender:	F	Age:	22
District:	District III	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Travis Baille	Name:	Kate Kile
Address:	156 15TH ST NW #700, WASHINGTON, DC 20005	Address:	1564 LEE AVENUE TALLAHASSEE, FL 32303
Phone:	(202) 973-3016	Phone:	(850) 284-5511

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

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

Have you served on any previous Leon County committees?* **No**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

Members on this committee must be a resident of Leon County.

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

Signature: *Ms. Cynthia Gabriella Colas*

The application was electronically sent: 8/13/2019 3:49:59 PM

Cynthia Colas

2636 Mission Rd unit 103, Tallahassee, FL 32304
850-590-3828 | cgc16b@my.fsu.edu

OBJECTIVE

Double majoring in Marketing and Management informational systems, my primary educational plan is to pursue an impressive and distinctive educational background accommodated with certifications, designations, and scholastic achievements. Creating several companies each individually concentrated on legal advocacy, lobbying, consulting, and cybersecurity are some of my future goals. However, my main objective is to obtain an educational background that'll aid my future endeavors on becoming a well-known lawyer and executive.

EDUCATION

Florida State University (FSU)

Tallahassee, FL

Bachelors of Business Administration

Present

Specialization: Marketing and Management Information System

GPA-3.2

Florida Atlantic University (FAU)

Boca Raton, FL

Associates of Arts Degree

AWARDS AND HONORS

- Selected as an attendee for Forbes Under 30 Conference (2018)
- elected as one of the few nominees for the FSU Women Student Union's Legacy Award (2018)
- Selected to join the Executive Program of the FSU American Enterprise Institute (2018)
- Appointed by the President of the National Organization for Women as a member of the national board member of the National Organization for Women Young Feminist Taskforce (2017)
- Selected as the sole Florida political organizing intern for NARAL Pro Choice of America (2017)
- Selected to attend the American Israel Political Action Committee African American Retreat (2017)
- Selected as a participant for the Florida State University Women Leadership Institute (2017)
- Launched the revitalization of the Florida National Organization for Women Young Feminist Taskforce (2017)
- Selected for a scholarship ticket to attend the National Organization for Women Conference (2017)
- Attended the National Association for the Advancement of Colored People Conference (2017)
- Selected for a scholarship ticket to attend the Bernie Sanders sponsored People's Summit (2017)
- Selected to attend the Florida Institute of Certified Public Accountants Orlando Accounting Scholars Leadership Symposium (2017)
- Selected to attend the American Israel Political Action Committee Washington D.C Policy Conference (2017)
- Selected as the Florida State University Gleim Certified Public Accountants and Certified Management Accountants Campus Representative (2017)
- Attended the Democratic National Committee Winter Meeting under the College Democrats Delegation (2017)
- Awarded FAU National Collegiate Scholar Society Scholarship (2016)
- Selected as the FAU Wiley Certified Management Accountants Campus Representative (2016)
- Initiated in the FAU National Collegiate Scholars Society (2015)
- Florida Atlantic University Student Government Scholarship (2014)
- A Better Future for Tomorrow Scholarship (2014)
- First place at the Max Planck Neuroscience Jupiter Institute Brain Bee challenge (2014)
- Honorable recognition for top 20 for the Palm Beach County Regional Social Studies Academic Games (2014)

LOBBYING WORK

- Lobbied several Florida State legislative representatives during Equality Florida's Lobbying Days (2017)
- As President of FSU NOW, lobbied and testified for the establishment of the Mary Mcleoud Bethune Cookman statue (2018)
- As President of Florida Young NOW and FSU NOW, lobbied for the end of child marriages (SB 140), extension of TPS (SM 448), and memorial for DACA (SM 882)

VOLUNTEER WORK

- Volunteered with both the People for American Way and FSU College Democrats delegation to help out with the Jon Ossoff for Congress campaign (2017)
- Volunteered to assist the Hillary Clinton for America Campaign (2016)
- Volunteered to assist Children Beyond Our Borders (2018)

Activities

• Jobwell	Campus Marketing Ambassador	07/2018-05/2019
• FSU National Organization for Women	President	05/2017-12/2018
• American Civil Liberties Union	Member	01/2017-01/2018
• National Organization for Women	National Youth Board	07/2017-07/2018
• Florida National Organization for Women	Youth Chair	09/2017-07/2018
• FSU National Association for the Advancement of Colored People	Political Action Chair	12/2017-04/2018
• Florida Institute of Certified Public Accountants	Student Liaison	01/2017-01/2018
• Unicef Congressional Action Team	Member	05/2016-08/2017
• American Bar Association	Member	06/2016-06/2017
• National College Democrats of America	Communications Assistant	09/2017-07/2017
• Institute of Management Accountants	President/Founder	09/2015-12/2017
• Accounting Students Association	Documentary Director	01/2015-05/2015
• Toast Masters International	Member	09/2015-08/2017
• American Institute of Certified Public Accountants	Member	09/2015-08/2017
• National Association of Certified Bookkeepers	Member	09/2015-08/2017
• Phi Eta Sigma National Honor Society	Member	02/2015-12/2017
• National Collegiate Academic Honor Society	Member	01/2015-12/2017
• Academic Games	President	08/2012-08/2014

Work Experience

Amazon.com

09/18-05/19

Work from Home Sales Associate (Work Study Program)

Remote

- Provides account and application technical support to digital and device customers over the phone, chat, and email, specifically troubleshooting.
- Provides prompt, efficient, detailed, customer-oriented service to Amazon.com customers.
- Act as an advocate for our customer, reporting and acting on observed areas for improvement.

United States Democratic Caucus

05/18-06/18

Summer Legislative Intern

Washington D.C

- Provided constituency outreach support to Democratic Members of Congress and their staff.
- Supported the Operations team in preparing Caucus events and answering phones.
- Attended relevant congressional briefings and press conference meeting.

Florida House of Representatives

01/18-03/18

Spring Legislative Intern

Tallahassee, FL

- Provided assistance to the chief of staff of State Rep.Lee from Port Saint Lucie.
- Created drafts and scripts for interviews and hearings scheduled for State Rep.Lee.
- Worked closely with other interns and assistants on tracking bills and committee hearings.

Florida Rights Restoration Coalition

10/17-12/17

Fall Political Organizing Fellow

Tallahassee, FL

- Organized felon rights restoration petition gathering drives at local minority communities and centers in Tallahassee.
- Communicated with the Southern Poverty Law Center and Floridians for a Fairer Democracy on community responses of the felon rights restoration petition.
- Mobilized community members and organizers to attend petition gathering drives or sign issue-based petitions.

Bloomingdales

04/16-11/16

Sales Associate

Boca Raton, FL

- Built and maintained cliental relationships with customers on a daily basis.
- Drive overall selling results by maximizing daily accomplishments of sales goal, effectively following closing and opening procedures, and developing new and effective selling techniques.
- Created new arrangements that increase customer experience and product interest through merchandise flow and service and selling behaviors.

Nordstrom

05/15-12/15

Sales Associate

Boca Raton, FL

- Oversaw sales, inventory, visual merchandise, item transfers, and daily department performance.
- Provided customer service and information to current, returning, and prospective customers.
- Maintained and orchestrated a well-mannered and aesthetically pleasing department floor on a daily basis.

Kate Kile
Moms Demand Action – Tallahassee
1564 Lee Avenue
Tallahassee, FL 32303

August 19, 2018
Tallahassee/Leon County Commission on the Status of Women and Girls

To whom it may concern;

I am writing on behalf of Cynthia Colas regarding a volunteer position on The Tallahassee/Leon County Commission on the Status of Women and Girls. I met Cynthia one year ago when she reached out to invite me to participate in a gathering she organized in her role as local leader of NOW on FSU's campus. The event was a celebration of Women's Equality Day and she impressed me immediately with her attention to detail, strong communication skills and ability to convene a diverse group of women.

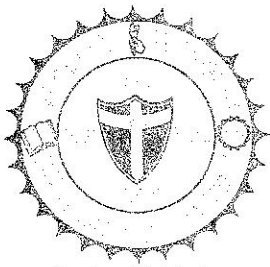
I am the leader of the Tallahassee Moms Demand Action group and we are a non-partisan national grassroots organization working on common sense solutions to end gun violence. Cynthia has terrific networking skills and is able to organize community events and gatherings in a very short time period. Immediately after the horrific mass shooting in Las Vegas last October, Cynthia organized a somber and meaningful candlelight vigil on campus where she identified and recruited several speakers, got the word out to students, provided supplies and organized a gathering that was helpful for all who attended.

Cynthia also reached out to me when convening a panel to debate the complicated issues surrounding the second amendment and those on both sides of the issue, and while I wasn't able to attend, I was impressed with her follow-through and initiative. She is professional, organized, responsive, communicates clearly, sets goals, provides expectations and follows through all while juggling the demands of her full-time student status and multiple leadership positions on campus. I am so impressed by Cynthia and feel certain that her future is very bright. I am happy to know Cynthia and highly recommend her for a position on the Tallahassee/Leon County Commission on the Status of Women and Girls. I believe she will be a strong addition to your organization and offer valuable contributions.

I am happy to discuss further if you have any questions and can be reached at (850) 284-5511 or via email k8kile@yahoo.com

Best regards,

Kate Kile



Excellence With Caring

Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-4800

TELEPHONE: (850) 599-3379
FAX: (850) 561-2399

SCHOOL OF JOURNALISM & GRAPHIC COMMUNICATION
OFFICE OF THE DEAN

Dr. Leah P. Hunter
Assistant Professor
School of Journalism & Graphic Communication

Ms. Megan Doherty
Chair, Tallahassee/Leon County Commission on the Status of Women and Girls
317 E. Call Street
Tallahassee, FL 32301

September 7, 2018

Dear Ms. Doherty,

This letter is to recommend Cynthia Colas as a commissioner for your organization.

I had the pleasure to work with Cynthia as her mentor/facilitator during FSU's Women Leadership Institute (WLI). The WLI is a workshop that encourages young women to recognize their talents and embrace the role of leadership in their communities. With Cynthia, this was not a difficult task. Over the time that I have interacted with Cynthia, I have found her to be a dedicated and hard-working young lady. Her dedication to the cause of women and girls is admirable.

Cynthia has done work in the political arena and with issues dealing with race as well. Her passion for serving is remarkable. I admire her ability to participate in multiple service organizations with equal passion, be knowledgeable on all fronts and still be able to thrive as a college student. I have no doubts that Cynthia, when given the opportunity to work on your commission, will give it her all and be a wonderful addition to your group. All in all, I whole-heartedly recommend Ms. Cynthia Colas for membership on the Tallahassee/Leon County Commission on the Status of Women and Girls because I know that it will be an equally beneficial relationship that can lead to great things. Please feel free to contact me if you have any further questions.

Sincerely,

Leah P. Hunter, Ph.D.

August 20, 2018

To Whom It May Concern:

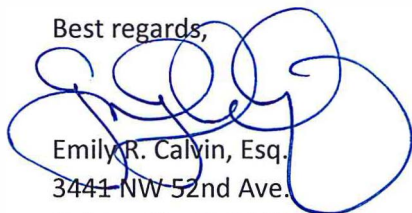
It is my pleasure to recommend Cynthia Colas for the Leon County Commission on the Status of Women and Girls, a citizens advisory committee. I had the honor of working with Ms. Colas in her role as the President of the Florida State University (FSU) chapter of the National Organization for Women (NOW) when I was serving as the Chair of the Tallahassee Organizing Committee of the National Women's Liberation (NWL).

Ms. Colas is a demonstrated leader, a motivated and driven organizer, an active citizen in her community, and a passionate advocate for the rights of women across the globe. I have personally witnessed Ms. Colas promoted awareness of issues pertaining to women and girls in her community through her work with NOW, including organizing an event to promote awareness of the importance of women voting today by celebrating the anniversary of women gaining the right to vote and honoring the women who fought for this right. As the President of FSU NOW, Ms. Colas demonstrated strong leadership and advocacy skills, lobbying and testifying for the establishment of the Mary McLeod Bethune Cookman statue in 2018 as well as the end of child marriage (SB 140), the extension of TPS (SM 44), and the memorial for DACA (SM 882). Not only was Ms. Colas active in her university chapter of NOW, she also served as the Youth Chair for Florida NOW, the state chapter of the national organization. Furthermore, Ms. Colas also launched the revitalization of the Florida NOW Young Feminist Taskforce, and was selected to serve as the sole Florida political organizing intern for NARAL Pro Choice of America.

Ms. Colas is smart, dedicated, talented, and passionate about women's issues in her community, making her the perfect candidate for this advisory committee. She would be an excellent advisory to the City and County Commissions, as needed, as it relates to issues impacting women and girls in Tallahassee. If you select Ms. Colas to serve on the Leon County Commission on the Status of Women and Girls, she will serve as a valuable asset, offering a wealth of information and all the skills necessary to advocate for women and girls in Tallahassee and beyond. I highly recommend Ms. Colas for this committee.

I am available at any time to discuss any questions you might have concerning my experiences with Ms. Colas and her qualifications for this committee. Thank you for your time and consideration.

Best regards,



Emily R. Calvin, Esq.
3441 NW 52nd Ave.
Gainesville, FL 32605
(971) 258-5494
mlecalvin@gmail.com

To whom this may concern,

My name is Travis Ballie and I am the current Deputy Field Director with NARAL Pro-Choice America. I am writing to recommend Cynthia Colas for the Tallahassee/Leon County Commission on the Status of Women and Girls. I had the pleasure of working directly with Ms. Colas in organizing in support of reproductive health and freedom for women and girls. During Ms. Colas's time at NARAL, she demonstrated a high level of commitment to the very same values held by the Tallahassee/Leon County Commission on the Status of Women and Girls.

Ms. Colas approached every political assignment assigned to her in very intersectional way. As an NARAL field organizing intern, Ms. Colas organized a rally to protect the DACA rights of undocumented young people and attended several committee hearings pertaining to fraudulent women health centers. She has also recruited and engaged many young and mid-age women to become political activists in leaders in the political world. The level of hardwork and commitment that Ms. Colas brings in her advocacy is by far the most impressive work that I have seen.

It is with great pleasure that I write to the Tallahassee/Leon County Commission on the Status of Women and Girls in regards to Ms. Colas. In this current political sphere, now more than ever, we need more young leaders like Ms. Colas in positions of power to provide leadership and positive change in a intersectional way to this society. I am more than confident that Cynthia Colas that will do this, while serving as a stellar addition to the Tallahassee/Leon County Commission on the Status of Women.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Travis Ballie
Deputy Director, Field Department
(o) 202-973-3016
(c) 917-318-0281
NARAL Pro-Choice America
Facebook.com/naralprochoiceamerica
Twitter: [@NARAL](https://twitter.com/NARAL)



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN
& GIRLS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Mrs. Carrie Boyd		Date: 8/21/2019 9:11:38 AM	
Home Address:	3709 Riverton Trail Tallahassee, FL 32311	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	No
Home Phone:	(850) 570-9560	Do you own property in the Tallahassee City Limits?	No
Email:	carrieculton@gmail.com	How many years have you lived in Leon County?	1

(EMPLOYMENT INFORMATION)

Employer:	Legal Services of North FL	Work	
Occupation:	Project Director	Address:	2119 Delta Blvd.
Work/Other	(850) 385-9007		Tallahassee, FL 32311
Phone:			

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	White	Gender:	F	Age:	40
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Leslie Powell-Boudreax	Name:	Shelly Gomez
Address:	2119 Delta Blvd. Tallahassee, FL 32303	Address:	317 E. Call Street Tallahassee, FL 32303
Phone:	(850) 385-9007	Phone:	(850) 222-2747

Resume Uploaded?	Yes
<p>If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.</p>	

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

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

Have you served on any previous Leon County committees?* **No**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

Members on this committee must be a resident of Leon County.

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

Signature: *Mrs. Carrie Boyd*

The application was electronically sent: 8/21/2019 9:11:38 AM

PROFESSIONAL EXPERIENCE**Project Director, Pro Bono Transformation***Legal Services of North Florida (LSNF)*

2019-present

Oversee the coordination and implementation of the goals and objectives of the Pro Bono Transformation Project, ensuring that completion of the project remains aligned with the Transformation Assessment Report completed in December 2018. Responsibilities and duties include convening meetings, developing project plans, monitoring/tracking progress, implementing recommendations of the report, supporting LSNF and Legal Aid Foundation staff in implementation of report recommendations, managing stakeholder relations, meeting budgetary objectives and adjusting as needed, and performing other related duties as assigned.

Executive Director*Girls on the Run of the Big Bend*

2018-2019

Responsible for the overall implementation of the *Girls on the Run* mission to empower girls to know and activate their limitless potential while reporting to a 12-member Board of Directors. Provide leadership, vision, and direction to the council and the larger *Girls on the Run International* organization. Represent the council to the public, lead organizational development and strategic planning, optimize financial performance, and oversee program delivery in the designated four-county territory. Build donor and community relationships while curating stewardship and promoting a culture of gratitude among team members and the Board of Directors; manage grant reporting and application processes, as well as individual and donor giving systems.

Key Contributions & Accomplishments:

- Convened FL stakeholders and directed strategic plan to form a 13-member coalition encompassing all *Girls on the Run* councils in Florida in furtherance of statewide funding.
- Implemented the first data management system in the history of the council in order to enhance community relationship-building among Board of Directors and executive team while segmenting funding relationships and improving knowledge of both programmatic & relational outcome measures.
- Recommended best practices for and oversee development of 1st annual *Camp GOTR* for elementary-aged girls in the Big Bend region; planned curriculum and training competencies while enlisting feedback and support of team members and pertinent allies.

Director of Policy & Systems Advocacy*Illinois Coalition Against Domestic Violence (ICADV)*

2016-2018

Reported directly to and advised Executive Director on policy, technical assistance, pass through funding issues, and legal matters; directed legal and policy activities for a 501(c)(3) statewide organization consisting of 50+ member programs providing services to over 46,000 crime survivors annually. Provided counsel to member programs, ICADV Board of Directors, and individuals on a variety of state and federal laws, including confidentiality. Effectively respond to emerging policy issues that impact ICADV's mission by researching and analyzing laws, policies, and systemic responses while working to implement ICADV's legislative agenda as a registered lobbyist. Supported ICADV's systems advocacy efforts by developing materials, delivering trainings, and responding to requests for on and off-site technical assistance. Managed and advised the Advocacy, Funding & Accountability (AFA) Committee on policy issues; supervised and assessed interns. Represented ICADV in state and national committees and on task forces. Promoted funding of member programs by evaluating data and participating in grant writing and direct fundraising initiatives.

Key Contributions & Accomplishments:

- Provided legislative testimony & oversaw the drafting and passage of numerous pieces of legislation in the 99th and 100th General Assemblies that aimed to better serve violence survivors, including securing full \$18.635M state funding during 2-year period with no state budget, a pilot program with Department of

Children and Family Services, amendments to the Code of Criminal Procedure and Illinois Domestic Violence Act & drafting administrative rules, as well as align with allies to further legislative initiatives in areas of mutual interest.

- Supervised and directed the *Virtual Legal Clinic*, including training, recommending best practices for program expansion & accreditation as a continuing education provider. Planned curriculum and presented annual training at ICADV's Summit to member agency staff, as well as conducted individual certification trainings as needed; presenter & panelist at national & state conferences on various legal issues, best practices for programs & allies, and ICADV advocacy needs.
- Spearheaded the development & implementation of original, member-centered programs including: bi-monthly toolkits to advocates for discussion with & distribution to survivors; created policy toolkits to Board of Directors and agency executive directors that contained memes, analyses of proposed bills and existing laws, witness slip instructions, and member-specific analysis of policies and statewide impact; launched an annual Retreat for AFA members; planned and coordinated annual legislative *Advocacy Day* for member agencies.

State's Attorney & General Counsel

Pike County, Illinois

2012 to 2014

Directed all administrative and legal activities for a public office serving approximately 16,000 residents and county board. Supervised a team of five members and numerous interns; developed inventive strategies to maximize procedural methods and policy outcomes while enhancing service delivery of existing programs. Drafted & negotiated contracts on behalf of county; prepared quarterly and annual reports for grants/funding. Conducted hearings & trials, performed research & writing. Designed & delivered training seminars to law enforcement, judges, community service partners, and other key allies; conducted all media and press events and workshops.

Key Contributions & Accomplishments:

- Appointed to Board of Directors of *Illinois Criminal Justice Information Authority* and helped manage \$130M annual budget; performed statewide policy analysis & advocacy in furtherance of criminal justice initiatives; evaluated programs for grant funding & effectiveness; served as a liaison to federal & state officials; coordinated & devised strategy to implement *Redeploy Illinois*, a post-conviction re-entry program for respondents and their families aimed at reducing recidivism and expanding economic relief.
- Redesigned and expanded existing victim service administration to include a student mentoring program and *Women to Work*, an initiative to aid crime survivors reentering the workforce; increased victim services funding by over 25% & elevated total grant funding by 15% via outreach & writing efforts.
- Created Pike County's Sexual Assault Response Team (SART) by collaborating with law enforcement, social service agencies, Family Violence Coordinating Councils, & government entities to enact reform efforts & promote effective policies; received **2014 Illinois Coalition Against Sexual Assault Statewide Moxie Award**.

Attorney at Law

Erwin, Martinkus & Cole, Ltd.

2007 to 2011

Managed legal practice with emphasis on families and children involved in various civil actions, including family law cases and orders of protection; conducted discovery, prepared motions and briefs, and resolved client matters.

Rape Advocacy, Counseling & Education Services (formerly Rape Crisis Services)

2006 to 2008

Served as an advocate in local sexual assault services program.

EDUCATION & CERTIFICATION

University of Illinois College of Law, Champaign, Illinois

Juris Doctorate with Highest Honors in Research & Writing Program

Conferred 2006

University of Illinois, Champaign, Illinois

Conferred 2002

Bachelor of Arts, Political Science

Guardian ad Litem (8th District, Illinois)

2011-2012



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN
& GIRLS**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyl.gov.
Applications will be discarded if no appointment is made after two years.

Name: Dr. Mimi Ann Graham		Date: 9/16/2019 4:15:55 PM	
Home Address:	3710 Bobbin Mill Road Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 510-7770	Do you own property in the Tallahassee City Limits?	No
Email:	mgraham@fsu.edu	How many years have you lived in Leon County?	30

(EMPLOYMENT INFORMATION)

Employer:	FSU Center for Prevention & Early Intervention Policy	Work Address:	1339 East Lafayette Tallahassee, FL 32312
Occupation:	University faculty		
Work/Other Phone:	(850) 922-1302		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: White	Gender: F	Age: 62
District:	Disabled? No	

(RESUME AND REFERENCES)

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

Name: Robin Hassler Thompson	Name: Jane Johnson
Address: 3703 Bobbin Brook Way Tallahassee FL 32312	Address: 316 East Park Avenue Tallahassee FL 32301
Phone: (850) 907-0647	Phone: (850) 445-6340

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

If yes, on what Committee(s) are you a member? *Children Services Council Planning Committee*

Have you served on any previous Leon County committees?* **No**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

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Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

Members on this committee must be a resident of Leon County.

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

Signature: *Dr. Mimi Ann Graham*

The application was electronically sent: 9/16/2019 4:15:55 PM

Curriculum Vita

MIMI A. GRAHAM

Florida State University
Center for Prevention and Early Intervention Policy
1339 East Lafayette Street, Tallahassee, FL 32301
(850) 922-1302

HIGHER EDUCATION

University of Miami, Coral Gables, Florida, 1981-86
Doctorate in Education Administration & Leadership, May 9, 1986

University of Tennessee, Knoxville, Tennessee 1975-1978
Child Development and Family Studies, M.S., 1978; B.S., 1977
Graduated Cum Laude, 3.67 GPA

Merrill Palmer Institute, Detroit, Michigan, Winter Semester, 1977

Virginia Polytechnic Institute, Blacksburg, 1974-1975

PROFESSIONAL EXPERIENCE

Director of the Florida State University Center for Prevention and Early Intervention Policy (1993-present) **and Research Associate in the FSU Institute for Science and Public Affairs** (April, 1990 - Present). As Administrator for the FSU Center, she provides vision, leadership and funding to promote public policy and practices during the critical period from pregnancy to age 3 known as *The First 1000 Days of Life*. She oversees a multidisciplinary team with a national reputation for excellence across systems and state agencies including child welfare, maternal health, early intervention, juvenile justice, courts, health care, & early learning communities. Her pioneering efforts created Florida's Infant Mental Health Initiative, building a professional development network by developing the prestigious Harris Infant Mental Health Training Institute at FSU and galvanizing funding to integrate infant mental health across systems. She has worked extensively with local communities to improve quality of childcare including oversight of one of the first university Early Head Start Programs in the nation. She initiated the successful *Partners for A Healthy Baby* curricular series to improve pregnancy and early childhood outcomes, exceeding sales of \$13 million. Most recently, she has provided leadership for multiple innovative projects linking infant mental health with child welfare and delinquency and the judiciary to improve child outcomes. She partnered with the Supreme Court, Office of Court Improvement to create Florida's Early Childhood Court Initiative enhancing outcomes for maltreated infants and toddlers.

Research Project Director, Florida State University Center for Policy Studies in Education. June, 1989 - July, 1990. Analysis of policies and issues for state government with a particular expertise in young children. Project Director for Infant and Toddler Public Law Research and Policy Study for Department of Education, Office of Early Intervention. Orchestrated the first statewide conference on PL 99-457 through a collaborative effort between HRS and Department of Education. Produced document "Quality Factors in Early Intervention" based on site visits to more than 100 state and national programs. Selected as an expert on children's issues for the Governor's Education Summit. Worked within FSU to establish a collaborative inter-disciplinary program for Early Childhood Special Education.

University of Miami Medical School Mailman Center for Child Development. Adjunct Assistant Professor, Pediatrics. 1981-1988. **Education Director, The Robert Wood Johnson Foundation's Infant Health and Development Program** (July 1986-December 1988). IHDP was a national collaborative research project investigating the effects of educational intervention on biologically at-risk infants. Developed and monitored 2.5 million dollar budget; hired, supervised, and evaluated interdisciplinary faculty and staff, both

home bound and center-based, designed and equipped state-of-the-art child care center, intra-agency coordination of education and medical components of the project both on-site and with the national office/research center. Trained staff to implement health and safety standards and child-centered, infant and toddler curricula.

Principal/University of Miami Medical School/Mailman Center for Child Development (1981-1986). Administrator of the university affiliated school with four research/training/service programs: the Early Intervention Program; the Infant, Toddler and Preschool Nurseries; the Tactual Speech Program; and the Infant Health and Development Program. Responsibilities included: recruitment and supervision of 45 interdisciplinary intervention faculty and staff, budget preparation and fiscal management, development of policies and procedures, coordination of teaching, training, research, and services; nutrition, transportation, therapies, and social work. Established an interdisciplinary case management system and successfully integrated children with disabilities and HIV into non-disability settings. Designed and presented workshops and inservice training programs. Taught graduate and undergraduate classes in education including Interdisciplinary Core Course. Independent research, advocacy and fund-raising on behalf of the Mailman Center. Interim director Pediatric AIDS project. Founded and chaired the Dade County Handicapped Preschool Interagency Council. Successfully obtained collaborative HRS/DOE funding for local programs for infant and toddlers with disabilities. University representative to the Community Coalition for Developmental Handicaps, the Florida Developmental Disabilities Planning Council and the Prevention Task Force; established a priority on children; chaired the council's Governmental Affairs, developed legislative agenda and successfully lobbied for major rewrite of the Bill of Rights for the Handicapped, expansion of the Handicap Prevention Act, and access to zoning for children and disabled; and chaired the DDPC's Evaluation Committee consisting of \$2 million dollars of community and statewide contracted programs.

Private Consultant. Content areas of consultations have included child care, child advocacy, Public Law 99-457, personnel preparation, infants and toddlers at risk, pediatric AIDS, integration of early childhood special education programs, and expert witness in special education & childcare.

Political consultant/field director for presidential and attorney general campaigns. Richmond, Virginia 1979-1981. Virginia General Assembly; legislative assistant to Senator Frederick Boucher, 1978, 1979; Representative Joseph Johnson, 1980. Richmond, Virginia.

Director, Head Start. Galax, Virginia. Administered a quarter-million dollar budget, hired and supervised 24 employees, staff training, preparation and negotiation of state and federal grants, coordination of community resources, liaison with government officials, community leaders, and funding sources. 1979-1980.

LIST OF MAJOR SPONSORED RESEARCH & GRANTS

Total Revenues from 1990-2019 were approximately \$89 million, with a current annual budget exceeding \$3.5 million; including federal, state, and private contracts and grants from the following funding sources: Centers for Disease Control, HRSA Bureau of Maternal and Child Health, ACYF Early Head Start, U.S. DOE, Florida Department of Education, Florida Department of Health, Children's Medical Services, Agency for Health Care Administration, Department of Children and Families, Florida Department of Juvenile Justice, Florida Developmental Disabilities Council, Florida Association of Healthy Start Coalitions, Ounce of Prevention, Irving Harris Foundation, A.L. Mailman Foundation, South Florida Health Foundation, the Children's Trust. Also from 1996-2017, published and sold more than \$13 million of our *Partners for A Healthy Baby* Home Visiting Series.

RESEARCH PAPERS AND PUBLICATIONS

Creating a Trauma Informed State: A Showcase of Florida's Cutting Edge Trauma Initiatives, August, 2018. Tallahassee, FL: Florida State University.

Shea, K. & Graham, M. (2018). *Early Childhood Courts: The Opportunity to Respond to Children and Families Affected by the Opioid Crisis*, ZTT Bulletin, May 2018, 39-47.

Trauma Informed Child Care for Child Care Professionals. Created for Florida Department of Children and Families. FSU Interactive Media. Tallahassee, FL. September, 2017.

Partners for A Healthy Baby Curricula Series: Prenatal, Baby's 0-12 Months, 1, Baby's 13-24 Months, Toddler's 25-36 Months. (July 2017). Tallahassee, FL: Florida State University.

10 Components of Quality Infant Toddler Child Care. (In press, 2018). Brookes Publishing.

Policy Statement for Improving the Early Educational Experience of Dependent Children (January 2016), Tallahassee, FL: Florida State University.

Graham, M. (December, 2015) *Infant Mental Health and Child Welfare Technical Report*, December 14, 2015, Tallahassee, FL: Florida Institute for Child Welfare.

Graham, M. (June 3, 2104). *Enhancing Infant Mental Health Services in Early Steps: A manual to assist providers in determining funding sources for appropriate IMH services in Early Steps*. Tallahassee, FL: FSU.

Gilkerson, L., Harris, D., Oser, C. & Graham,, M. (2013). *Trauma Informed Early Intervention*. Zero to Three Bulletin, Washington, DC: ZTT Press.

Graham, M., Nagle, G., Wright, C., & Oser, C. (2012). *Altering the Developmental Trajectory of Public Policy: Three State Success Stories in Infant Mental Health*. Zero to Three Bulletin, 33, 2, Washington, DC: ZTT Press.

Graham, M. & Stowell, K. (2011). *Investing in Florida's Children: Good Policy, Smart Economics. The Policy Group for Florida's Families and Children*.

Graham, M., Chiricos, C. & Powell, A. (2011). *Partners for A Healthy Baby Curricula Series: Baby's First Six Months*. 4th Edition. Tallahassee, FL: FSU.

Graham, M. (2011). Opportunities in Florida's Child Welfare System To Address the Developmental Needs of Infants & Toddlers. *Zero to Three Bulletin*, Washington, DC: Zero to Three Press, January, 2011, p. 60.

Graham, M. & Stowell, K. (2010). *Investing in Florida's Children: Good Policy, Smart Economics*. Published by Florida's Policy Group for Children and Families, Tampa, FL.

Zindler, P., Graham, M. & Hogan, A. (2010). *Addressing the unique and trauma related needs of young children*. Tallahassee, FL.

Chiricos, C., Graham, M. & Powell, A. (2010). *Partners for A Healthy Baby Curricula Series: Before Baby Arrives*. Third Edition. Tallahassee, FL: FSU.

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- Zervigon-Hakes A. & Graham M. (1994). *Florida's children their future is in our hands: Florida's investment in young children: Giving our kids a healthy start!* Tallahassee, FL: The Task Force for Prevention of Developmental Handicaps; Florida Developmental Disabilities Planning Council.
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Mainstreaming Works! A Training for Integrating Children with Disabilities in Child Care Settings. Revisions by Graham, M. and Hanline, M.F. December, 1991 for the FSU Center for Prevention and Early Intervention Policy. Adapted from the IMPACT Child Care Project, Ft. Myers, Florida. Funded by the Florida Developmental Disabilities Planning Council for training Florida's childcare personnel within HRS Office of Children, Youth and Family Services.

The Infant Health and Development Program, "Enhancing the outcomes of low-birth-weight, premature infants: A multi-site, randomized trial". (1990). *Journal of the American Medical Association*, 263: (22) 3035-3042.

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Graham, M. & Stone, L.(1990). *Screening and Identification Delays, Risks, and Handicapping Conditions for Children Birth to Three*. Produced by Early Development Consulting, Inc., for the Policy Studies Clinic, Florida State University College of Law for Florida's Cost\Implementation Study for Public Law 99-457, Part H, Tallahassee, FL.

Duwa, S., Kassack, C. & Graham, M. (1990). *Enhancing Family Support*. Produced by Early Development Consulting, Inc., for the Policy Studies Clinic, Florida State University College of Law for Florida's Cost\Implementation Study for Public Law 99-457, Part H. Tallahassee, FL.

Graham, M. & Stone, L. (1990). *Designing a Family-Centered Multidisciplinary Evaluation Program*. Produced by Early Development Consulting, Inc., for the Policy Studies Clinic, Florida State University College of Law for Florida's Cost\Implementation Study for Public Law 99-457, Part H. Tallahassee, FL.

Graham, M., Zervigon-Hakes, A., Herrington, C. (1989). *Early Intervention Personnel Preparation*. Florida State University Center for Policy Studies in Education. Tallahassee, FL, Prepared under contract with Florida Department of Education.

"Policy Implications of the Definition of High-risk for Infants and Toddlers in Florida". Paper prepared for the Task Force on the Prevention of Developmental Handicaps, February, 1989.

Graham, M. and Scott, K., "The Impact of Definitions of High-risk on Services to Infants and Toddlers", *Topics in Early Childhood Special Education*, October, 1988.

Dissertation: *The Social and Fiscal Implications of the Definition of High Risk for the Birth to Three Population in Florida*, May, 1986.

"Marital satisfaction and personal well-being before and after the birth of the first born child." Paper presented to the National Council on Family Relations, February, 1978.

PRESENTATIONS, CONSULTATIONS, AND SPECIAL PROJECTS

Impact of Adversity on Child Development. Webinar for Florida Association of Community Health Centers, Inc. September 12, 2019.

Foundations of Infant Mental Health. MIECHV training. July 25, 2019. Alachua, FL; September 20, Ft Lauderdale; September 22, Marianna, FL.

Mental Health and Toxic Stress in the Classroom, National Association of Latino Educational Organization (NALEO) 36th Annual Conference, June 20 Miami, FL.

Florida's Early Childhood Court: Where We've Been & Where We're Going. Florida's Early Childhood Court All Sites Meeting, June 12, 2019, Orlando, FL.

Judge Lynn Tepper & M. Graham. *Transforming Child Welfare. Webinar: Florida's Early Childhood Court.* National Center on Domestic Violence, Trauma & Mental Health, ACES Connection & Campaign for Trauma Informed Policy and Practice. June 6, 2019.

Foundations of Early Childhood Mental Health. Sarasota Barancik Foundation. May 14-15; June 4-5, 2019, Sarasota, FL.

Florida Circuit 2. Big Bend Early Childhood Court 2009-2019: Where we've been. Where we're headed! Tallahassee, FL. May 13, 2019.

Trauma Informed Court & Resiliency. United Way of Southwest Virginia Rural Summit for Childhood Success, May 23, 2019, Abingdon, VA.

Investing in the First 1000 Days. Florida PTA Conference. March 25, 2019, Tallahassee, FL.

Trauma Informed Systems. Instilling Hope Conference, March 11, 2019, Tallahassee, FL.

Florida's Early Childhood Court. Invited presentation for The Early Head Start Opioid Crisis Conference, February 25, 2019, Baltimore, MD.

Florida's Maternal Infant and Early Childhood Home Visiting (MIECHV). *Finding the Gold Within: Overcoming Adversity to Create A Happier Life.* January 28, 2019. Pinellas Park, FL.

Keynote Address: Connections. 2019 Healthy Start Annual Meeting. February 1, 2019. Daytona Beach, FL

Overcoming Trauma & Building Resilience. Webinar for Seminole Tribe Native Learning Center. December 6, 2018. Hollywood, FL.

Florida's Early Childhood Court. Invited panel for Tower Forum. December 6, 2018. Ft Lauderdale, FL.

Florida's Early Childhood Court. Invited presentation for The Academy for Violence & Abuse Global Summit: New Approaches & Global Developments Addressing Violence Across the Lifespan. November 30, 2018, Tallahassee, FL.

ACES and Trauma Informed Systems: Building Resiliency, Healing Trauma & Addressing Intractable Societal Problems. Keynote for Drug Free Charlotte. November 9, 2018. Charlotte County, FL

Invited Keynote: *Trauma Informed Systems* for Bristol/Washington County Best Practice Court Team conference: *A Trauma Based Approach to Healing: A Community-Wide Training to Improve Services and Processes for Families.* October 19, 2018, Abingdon, VA.

Panel on *Kind Justice focusing on Florida's Early Childhood Court.* Nadine Burke Harris's Center for Youth Wellness ACES Conference, October 16, 2018, San Francisco, CA.

Graham, M. Panel Moderator: ZERO TO THREE Annual Conference, Preconference Forum: *What about the Baby? Effects of the Substance Use Disorders & Opioid Crisis on Infants, Young Children, Their Families and Caregivers and What We can Do.* October 3, 2018, Denver, CO.

Trauma Informed Systems. Florida's First 1000 Days. September 28, 2018. WPB, FL.

Florida's Early Childhood Court. Florida's First 1000 Days. September 26, 2018. WPB, FL.

Invited Keynote: *Resiliency: Finding the Magic Within.* Breakout Session: *The Impact of Trauma on Young Children.* Monroe Early Childhood Conference, September 22, 2018, Key West, FL.

Judge Latimore, Carrie Toy & Mimi Graham. *24 Carat Magic: Leveraging Relationships to Create & Sustain Early Childhood Court Teams.* Zero to Three's Safe Baby Court Teams Cross Sites Meeting, August 29, 2018, Asheville, NC.

Invited presentation: *Early Childhood Court: Changing the Multigenerational Cycle of Adversity.* Florida Behavioral Health Conference, August 15, 2018, Orlando, FL.

Florida's Maternal Infant and Early Childhood Home Visiting (MIECHV), Orange and Oseola County Healthy Families. *Finding the Gold Within: Overcoming Adversity to Create A Happier Life.* Aug 14, 2018. Orlando, FL.

Invited Guest Lecturer. Impact of Trauma & Child Development Upon the Court's Decision Making. China University of Political Science and Law, July 16-19 2018, Beijing, China.

A Global Perspective on the First 1000 Days: South Africa, UK and USA. Presented at the World Infant Mental Health Congress, May 29, 2018, Rome Italy.

The Developmental Impact of Trauma and Lessons Learned from Florida's Early Childhood Court. Illinois Early Childhood Court Team, June 19, 2018, Chicago, IL.

Trauma Effects on Brain Development. Invited lecture for Broward Behavioral Health Conference, May 15, 2018, Ft. Lauderdale, FL.

Trauma Informed Schools. Invited lecture for Broward Behavioral Health Conference, May 15, 2018, Ft. Lauderdale, FL.

Trauma Informed Courts. Invited for Miami Dade Public Defenders and Courts Symposium. March 23, 2018, Miami, FL.

The First 1000 Days: Starting Out Right. Invited keynote for Sarasota and Barancik Foundation, March 12, 2018, Sarasota, FL.

Trauma Informed Courts. Invited to Florida Association for Marriage and Family Therapists. February 28, 2018, Gainesville, FL.

Trauma Informed Courts: Big 10 Transformations. Presentation to the Florida Supreme Court Committee on Children & Florida Substance Abuse Task Force, February 22, 2018, Tampa, FL.

Trauma informed Care. Invited presentation to Florida Faith & Community Based Advisory Council. January 10, 2018, Tallahassee, FL.

Brenda Jones Harden & M. Graham. *Child Welfare PreConference Summit at ZTT National Training Institute.* December, 2017, San Diego, CA.

Judge L. Tepper & M. Graham. *Beyond ACES: Transforming Child Welfare and the Court Systems.* Problem Solving Courts, Circuit 13, November 2, 2017, Tampa, FL.

Judge L. Tepper & M. Graham. Beyond ACES: Transforming Child Welfare and the Court Systems. Circuit 6, November 1, 2017, Dade City, FL.

Judge L. Tepper & M. Graham. Keynote: An ACES Approach to Transforming Health, Child Welfare and the Court Systems. Adverse Childhood Experiences: Southeastern Summit 2017, October 21, 2017, Asheville, NC.

Adverse Childhood Experiences & Trauma Informed Courts. Trauma Responsive Courts Workshop: Circuit 2. October 13, 2017. Tallahassee, FL.

Trauma Informed Home Visiting. Early Head Start Institute. Region IV Head Start Association. September 20, 2017. Atlanta, GA.

Infant Mental Health 101. Early Head Start Institute. Region IV Head Start Association. September 19, 2017. Atlanta, GA.

Trauma Informed Child Care Training. DCF Child Protection Summit. August 31, 2017. Orlando, FL.

Promoting Infant Mental Health in Home Visiting, 2017 Georgia Home Visiting Institute: "Setting Boundaries for Success" on August 28, 2017.

The First 1000 Days: Starting Out Right. Invited keynote for Polk County Schools Preschool Programs. Breakout session: *Trauma Informed Home Visiting.* August 2, 2017, Lakeland, FL.

Judge Lynn Tepper & M. Graham. *Beyond ACES: Trauma Informed courts: Making Change Possible.* Annual Education Program of the Florida Conference of Circuit Judges, July 25, Orlando, FL.

The Impact of Trauma & Toxic Stress in the First 1,000 Days. Peace 4 the Big Bend. July 20, 2017. Tallahassee, FL.

Trauma Informed Home Visiting. M. Graham & V. Dallas. Webinar for MIECHV. June 14, 2017.

Early Childhood Development. Infant Mental Health 101. Promoting Positive Parenting Guidance & Support. Impact of Early Adversity on Child Development. Helping Families Manage Stress: Finding the Gold Within. Help Me Grow Florida Staff Training 2017. June 8-9, 2017. Orlando, FL.

Going Upstream to Stop the Multigenerational Cycle of Adversity; The Developmental Impact of Trauma; Improving Outcomes for Young Children through Baby Court: Lessons Learned from Florida's Early Childhood Court Initiative. The Illinois Early Childhood Court Team- Launch Training Event. June 6, 2017, Chicago, IL.

Finding the Gold Within. June 5, 2017. Miami Dade Early Learning Coalition, Miami, FL.

Evidence Based Interventions & Promising Practices to Address Trauma for Maltreated Infants & Young Children. Center for Children in State Custody and Frontier Health Conference on Improving Outcomes for Maltreated Young Children through Therapeutic Baby Courts, June 1, 2017. ETSU, Johnson City, TN

Judge H. Bristol, Dr. Neil Boris, and M. Graham, *Early Adverse Events & the Role of Therapeutic Jurisprudence: Creating Trauma Responsive Courts.* Orange & Osceola Judicial Circuit, Orlando, FL, May 18, 2017.

First 1,000 Days: Ensuring the Best Start in Life. March 28, 2017. Ron Sachs and Tallahassee Children's Group, Tallahassee, FL.

Finding the Gold Within. March 7, 2017. Florida's Maternal Infant Early Childhood Home Visiting (MIECHV), Miami, FL.

Invited presentation: Florida's Early Childhood Court Initiative. Florida Legislature House Committee on Children & Families. February 23, 2017. Tallahassee, FL.

Addressing Stress and Trauma in Young Children. Florida Head Start Association. February 16, 2017. Orlando, FL.

Graham, M., Shea, K., Suchman, N., Grant, T. & Hudson, L. Zero to Three Annual Conference, Preconference Forum. The child welfare challenge: Meeting the needs substance exposed infants and toddlers and their families. (December 7, 2016). New Orleans, LA.

Judge L. Tepper, M. Graham & J. Couch (October 21, 2016). Keynote: *Local Strategies for Engagement and Intervention.* 10th Annual Cross Sites Meeting: Making Every Connection Matter. ZERO TO THREE Safe Babies Court Teams™ (SBCT) in collaboration with The Quality Improvement Center for Research-Based Infant-Toddler Court Teams (QIC-CT), Orlando, FL.

Keynote: Early Adverse Events & The Role of Therapeutic Jurisprudence: Creating Trauma-Responsive Courts. 13th Annual Conference of Florida Family and Conciliation Courts and Office of the State Court Administration, Orlando, FL, September 29, 2016.

Improving Early Care and Education for Young Children. 2016 Child Protection Summit. September 9, 2016, Orlando, FL.

Justice Barbara Pariente & M. Graham. *First 1,000 Days: Ensuring the Best Start in Life and Breaking the Cycle of Maltreatment.* 2016 Child Protection Summit. September 7, 2016, Orlando, FL.

Judge L. Tepper and M. Graham. *Implications of the ACE Study.* Office of Court Administration. August 9, 2016, Jacksonville, FL.

Judge L. Tepper, Judge A. Cynnaron and M. Graham. *Improving Outcomes for Infants & Toddlers in Child Welfare.* Circuit 4 Guardian Ad Litem. August 9, 2016, Jacksonville, FL.

The Impact of Trauma & Toxic Stress in the First 1000 Days of Life. 17th Judicial Circuit Unified Family Court Summit. June 10, 2016, Ft. Lauderdale, FL.

Implications of the ACE Study. 17th Judicial Circuit Unified Family Court Summit. June 10, 2016, Ft. Laud, FL.

Impact of Toxic Stress on Children. 2016 Broward Behavioral Health Conference. May 11, 2016, Ft. Laud, FL.

ACE Study and Its Implications. 2016 Broward Behavioral Health Conference. May 11, 2016, Ft. Lauderdale, FL.

Turning the Curve: How Early Childhood Systems Are Implementing Trauma-Informed Practices in the Trenches. ZERO TO THREE National Training Institute. December 4, 2015, Seattle, WA.

New Frontiers in Child Welfare: Serving the Most Vulnerable Infants and Toddlers. ZTT National Training Institute Pre-Institute. December 2, 2015, Seattle, WA.

Ten Components of High-Quality for Infants and Toddlers. First 1000 Days Florida Summit. October 21, 2015, West Palm Beach, FL.

Meeting the Needs of Infants & Toddlers in Child Welfare. First 1000 Days Florida Summit. October 22, 2015, West Palm Beach, FL.

Helping Health Care Professionals Screen & Understand Trauma & Toxic Stress. First 1000 Days Florida Summit. October 21, 2015, West Palm Beach, FL.

FSU Ten Components of Quality for Infants and Toddlers. AELC Leadership Symposium. September, 29, 2015, Orlando, FL.

Trauma & Toxic Stress: Changing the Trajectory for Florida's Most Vulnerable Children to Help Them Thrive. AELC Leadership Symposium. September, 28, 2015, Orlando, FL.

Judge Lynn Tepper and Mimi Graham. *Going Upstream to Stop the Intergenerational Transmission of Adversity: Florida's Baby Court Initiative.* Adverse Childhood Experiences Southeastern Summit 2015. September 24, 2015, Asheville, NC.

General Session Panel Discussion. 2015 DCF's Child Protection Summit: Realizing Change. September 10, 2015, Orlando, FL.

Getting Upstream to Stop Intergenerational Trauma: Understanding the Trauma-Informed Approach. Infant Mental Health presentation to Sunshine Health. September 9, 2015, Orlando, FL.

Going Upstream to Stop Intergenerational Trauma: Understanding and Applying a Trauma-Informed Approach. The Behavioral Health Conference: Building Healthier Communities, June 17, 2015, Ft. Lauderdale, FL.

Improving the Outcomes for Infants & Toddlers in Child Welfare. Conference by the Bay: Partnering for Permanency, June 12, 2015, Panama City, FL.

Getting Upstream to Stop the Intergenerational Impact of Trauma and Toxic Stress: Exploring the Science Behind Adverse Childhood Experiences, 16th Annual Conference for Excellence in Nonprofit Management & Leadership. May 6, 2015, Tallahassee, FL.

Overview of Florida's Early Childhood Court. Florida's statewide kickoff meeting for Early Childhood Courts. April 29, 2015, Tampa, FL.

Turning the Curve on Trauma & Toxic Stress Across Systems. Invited preconference for Expanding Horizons for the Early Years: Looking Back to Transform the Future" international conference addressing trauma and child development, April 20, 2015 Toronto, Canada.

Secretary George Sheldon & Mimi Graham. *Improving Outcomes for Infants and Toddlers in Child Welfare.* Harris Professional Development Network Annual Meeting, March 13, 2015, Chicago, IL.

Baby Court Teams: Improving Outcomes for Infants & Toddlers in Child Welfare. Magistrate Lord, 14th Judicial Circuit and Community Team, January 30, 2015, Panama City, FL

Judge Lynn Tepper, Kathryn Shea and Mimi Graham. *Infusing Infant Mental Health and Early Childhood Systems Into Child Welfare.* Zero to Three's National Training Institute, December 12, 2014, Orlando, FL.

Invited Pre-Institute. Florida DCF Secretary Carroll, ACFY Former Commissioner Bryan Samuels, Brenda Jones Harden, Alicia Lieberman & Mimi Graham. *Toward an Infant-Centered Child Welfare System: The Role of Research, Policy, and Practice.* Zero to Three's National Training Institute, December 10, 2014, Orlando, FL.

All About Taking Care of the Babies. The Association of Early Learning Councils Leadership Symposium, Orlando, November 5, 2014.

The Impact of Trauma Across the Lifespan. Florida's Supreme Court Steering Committee on Families and Children in the Court. September 30, 2014, Palm Beach, FL.

Trauma Informed Care Classroom Strategies. September 23, 2014. Family Central, Ft. Lauderdale, FL.

Finding the Gold Within. September 23, 2014. Family Central, Ft. Lauderdale, FL.

Using an Infant Mental Health Approach with Young Children in Child Welfare & the Court System. Florida's Statewide Baby Court Initiative, September 18-19, 2014. Tallahassee, FL.

Foundation of Infant Mental Health and Trauma Informed Care for Young Children. September 18, 2014. Gadsden/Leon PACT Early Childhood Services, Tallahassee, FL.

Utilizing the Science of Adverse Childhood Experiences to Improve Family Law Outcomes. Invited presentation for the Association of Family Law Professionals' Annual Seminar: On the Cutting Edge: Tools & Insights for the Family Law Professional. September 12, 2014. Ft. Myers, FL.

Florida's Baby Court Initiative. Florida's 2014 Child Protection Summit, Orlando, FL. September 3, 2014.

Game Changing Relationships to Promote Child Well-Being; and High Quality Child Care for Child Welfare, Florida's 2014 Child Protection Summit, Orlando, FL. September 3, 2014.

Florida's Baby Court Initiative. Invited presentation to Florida's Children & Youth Cabinet. Pensacola, FL., July 24, 2014.

Adverse Childhood Experience in a Domestic Relations Setting; ACES in a Juvenile Setting; Changing a Child's Starts-Adverse Childhood Experiences. Florida Conference of Circuit Judges, Orlando, FL., July 22, 2014.

Organized and chaired the 14th Annual Florida Association for Infant Mental Health with partners, Early Steps

and the Maternal Infant Early Childhood Home Visiting Initiative to promote infant mental health and trauma informed care across early childhood systems. Orlando, FL. April 23-25, 2014.

Invited presentation for the Third Annual Circuit II Trauma-Informed Care Conference. Keynote: *Trauma and Toxic Stress: Changing the Trajectory of Florida's Traumatized Children*. March 14, 2014, Tallahassee, FL

Early Learning Coalition of Brevard Annual Conference. Keynote: *The Marshmallow Test: Shaping Early Brain Development for School Readiness & Life Success*. Melbourne, FL, February 21, 2014.

Lieberman, A., Williams, C., Jones-Harden, B. & Graham, M. (2013). Changing the Trajectory for Children Involved in Child Welfare. Zero to Three National Training Institute, San Antonio, TX. December 11-14, 2013.

Gilkerson, L., Harris, D., Oser, C. & Graham, M. (2013). Trauma Informed Early Intervention. Zero to Three National Training Institute, San Antonio, TX. December 11-14, 2013.

Trauma Informed Early Intervention. Florida's Early Steps Conference Partnering for Success, Orlando, FL, November 14, 2013.

Trauma & Toxic Stress: Changing the Trajectory for Florida's Most Vulnerable Children. Florida Children & Youth Cabinet, Ft Myers, FL, October 24, 2013.

Trauma & Toxic Stress: Changing the Trajectory for Florida's Most Vulnerable Children. *Florida's Trauma Informed Care Workgroup*, October 17, 2013, Tallahassee, FL

Trauma & Toxic Stress: Changing the Trajectory for Florida's Most Vulnerable Children. Florida Circuit Judges All Sites Meeting, Orlando, FL, August 28, 2013

Promoting Social Emotional Development for Infants & Toddlers, Region IV Early Head Start Training & Technical Assistance Network, Atlanta, GA August 26-27, 2013.

Trauma & Toxic Stress: Changing the Trajectory for Florida's Most Vulnerable Children. Super Saturday Circuit 2 Foster Parent Training, Tallahassee, FL, August 24, 2013.

Trauma & Toxic Stress: Changing the Trajectory for Florida's Most Vulnerable Children. Florida's Trauma Informed Care Workgroup, Tallahassee, FL August 20, 2013

Judge Lynn Tepper and Mimi Graham. *Visitation: Why It's Worth All the Effort*. Florida Conference of Circuit Judges, Daytona Beach, FL August 6, 2013.

Big Bend Community Based Care Well-Being Task Force, March-June, 2103.

Judge Lynn Tepper and Mimi Graham. *Visitation: Why It's Worth All the Effort*. Conference by the Bay. Panama City, FL, May 31, 2013.

Screening Children in Child Welfare. Invited presentation to the Florida Help Me Grow Statewide Screening Initiative Task Force Meeting, Tallahassee, FL, May 29, 2013.

Visitation: Why It's Worth All the Effort. Invited Presentation. Children's Justice Conference. Seattle, WA May 13, 2013.

Dr. Mimi Graham, Judge Lynn Tepper, and Dr. Patty Babcock, Advanced Judicial College, *Addressing Early Trauma Can Prevent a Legacy of Addictions, Abuse & Mental Health Problems*, May 6, 2013, Orlando, FL.

Social Emotional Development. Invited Presentation for Georgia Department of Health, April 17, 2013, Atlanta, GA

Helping Children Thrive: Addressing Early Trauma Can Change the Lifetime Trajectory of Addictions & Mental Health Problems, Invited Presentation, Judge Gievers, Tallahassee, FL, April 5, 2013.

Judge Lynn Tepper and Mimi Graham. Invited Presentation. Florida Office of State Court Administration *Visitation: Why It's Worth All the Effort*. February 28, 2013, Clearwater, FL.; FCAFCC, March 15, 2013; April 4, 2103, Bradenton, FL

Webinar, *Early Intervention & Infant Mental Health*. Children's Movement of Florida, February 7, 2013.

Child Well-Being Pilot for Circuit 2. Consultation to design pilot for child welfare children 0-5 to decrease trauma and improve well-being. April 2, April 15, May 8, May 22, 2013.

White, B., Little, J., Adams, S., Graham, M. Harris Professional Development Network Meeting. *Addressing Ghosts in the Nursery: Serving Vulnerable Teen Mother in the Young Parent Program*. Chicago, IL, March 14, 2013.

Gilkerson, L., Harris, D., Graham, M. & Oser, C. *Trauma-Informed Part C Early Intervention: A Vision, A Challenge, A Future Reality*. Presented to the Zero to Three National Training Institute, Los Angeles, CA. December 1, 2012.

Graham, M. & Harden, B.J. *Visitation: Why it's Worth All the Effort*. Presented to the Zero to Three National Training Institute, Los Angeles, CA. November 29, 2012.

Minds in the Making: The Seven Essential Life Skills. Presented to the Montessori Teacher's Association, Palm Beach, FL, November 3, 2012.

Keynote Speaker. *Minds in the Making: The Seven Essential Life Skills*. Breakout Session: *Addressing Trauma and How It Can Prevent A Legacy of Addictions, Abuse and Mental Health Problems*. Broward Early Childhood Educator's Conference 2012. Ft. Lauderdale, FL, October 27, 2012.

Invited Presentation. Broward Judges' Meeting. *Addressing Trauma and How It Can Prevent A Legacy of Addictions, Abuse and Mental Health Problems*. Ft. Lauderdale, FL, October 26, 2012.

Invited Presentation. *Fussy Babies*. Tallahassee Pediatric Foundation. Tallahassee, FL. October 9, 2012.

Keynote Speaker: *Minds in the Making: The Seven Essential Life Skills. Every Child Needs*. Forty Carrots Family Center's 10th Annual Community Speaker Event, Sarasota, FL, September, 10, 2012.

The Best of Times and the Worst of Times: A Decade of Infant Mental Health in Florida. Poster presentation for the World Association of Infant Mental Health, 13th World Congress, Cape Town, South Africa. April, 20, 2012.

Judge Lynn Tepper and Mimi Graham. Invited Presentation. Florida Office of State Court Administration *Visitation: Why It's Worth All the Effort*. January 27, 2012, Jacksonville, FL; February 22, 2012, Bartow, FL; March 2, Port St. Lucie, FL; March 9, Ft Myers, FL; May 8, Tallahassee, FL; May 24 Panama City, FL; June 22, Daytona Beach, FL; Milton, FL August 31, 2012.

Casey Foundation: *Applying the Science of Early Childhood to Child Welfare Practice*. November, 1-2, 2011, Miami, FL; January 17-18, 2012, Pensacola FL; January 19-20 Milton, FL; February 28-29, Gainesville, FL; March 13-14, Miami, FL; March 27-28, 2012, Gainesville, FL.

Dependency Improvement Committee, Office of State Court Administration 2011-2012.

Visitation Workgroup, Office of State Court Administration 2012.

Invited Presentation for Florida's Early Steps Annual Conference. *Early Intervention: What Have We Learned over 25 Years*. November 9, 2011. Orlando, FL.

Invited Presentation for Florida's Office of Early Learning. *Minds in the Making: The Seven Essential Life Skills Every Child Needs*. November 8, 2011, Orlando, FL.

Invited Presentation: *Visitation*. Raising the Bar Summit, Second Judicial Circuit, March 28, 2011, Tallahassee, FL.

Judge Lynn Tepper and Mimi Graham. Invited Presentation. Florida Office of Judicial Improvement. *Visitation: Why It's Worth All the Effort*. September 6-7, 2011, Orlando, FL.

Graham, M. *Addressing Early Trauma Can Prevent a Legacy of Addictions, Abuse & Mental Health Problems*. Pathway to Independence: Florida's Dependency Summit. September 8, 2011. Orlando, FL.

Graham, M. & Watkins, M. *Developmental Needs of Children in Child Welfare*. Pathway to Independence: Florida's Dependency Summit. September 9, 2011. Orlando, FL.

Invited Presentation. Graham, M. & Pruett, R. *Successful Approaches for Early Head Start Programs Working with Expectant Families*. Region IV Head Start Conference. August 30-31, 2011. Atlanta, GA.

Invited presentation. *Applying the Science of Early Childhood Development to Child Welfare Practice*. Dependency Court. June 27, 2011, Gainesville, FL.

Hogan, A. & Graham, M. *Early Childhood Mental Health Consultation in Florida's Child Care: Results of Statewide Survey and Planning Summit*. June 3, 2011. Early Childhood Conference, Tampa, FL.

Hogan, A. & Graham, M. *Helping the Child Welfare Population in Early Intervention: Implications for Practice*. Tampa Early Childhood Conference. June 2, 2011, Tampa, FL.

A Decade of Progress: FAIMH Update. Florida Association for Infant Mental Health Annual Conference. June 1, 2011, Tampa, FL.

Quality Environments to Promote Social Emotional Well-Being. Florida Association for Infant Mental Health Annual Conference. June 1, 2011, Tampa, FL.

Invited presentation: Quality Infant Toddler Care & How to Make it Happen. Celebrating Babies & Tots. Virginia Infant Toddler Specialists Network. May 21, 2011. Roanoke, VA.

Invited presentation: *Building the Evidence Base: Partners for A Healthy Baby Curriculum*. 2011 Healthy Start Meeting: Interconception Care Learning Community. May 20, 2011. Washington, DC.

Invited Webinar: Nurturing Relationships in Infant Toddler Programs. Office of Early Learning, Florida Infant Toddler Network. March 29, 2011. Tallahassee, FL.

Trauma in Infants and Toddlers and Young Parent's Project. Florida Statewide Trauma Workgroup, March 16, 2011, Tallahassee, FL.

Bauer, C., Hogan, A. & Graham, M. (2011). *Infant Health & Development Program: 18-Year Follow Up*. Symposium for Debbie School: Past, Present and Future, February 18, 2011, Miami, FL.

Invited presentation for Casey Foundation Early Childhood Scientific Forum, *Research Informed Recommendations to Strengthen Development and Infant Mental Health in Florida's Child Welfare*. January 11, 2011. Orlando, FL.

Invited presentation for Integrating Evidence-Based Strategies to Optimize Outcomes for Pregnant Women and Post-Partum Families Served in Head Start Programs: Creating a Perinatal Pyramid Model. *Partners for A Healthy Baby*. September 29, 2010, Washington, DC.

Invited presentation, A Decade of Progress in Infant Mental Health in Florida. Southwest Florida Chapter of Infant Mental Health, September 21, 2010, Naples, FL.

Invited Presentation for the National Association of Healthy Start Programs. *Partners for A Healthy Baby Home Visiting Curricula Series*. September 20, 2010, Naples, FL.

Invited Webinar for Office of Early Learning. *Promoting Social Emotional Development in Childcare*. September 14, 2010.

Invited Presentation. *Finding the Gold Within: Creating the Best Year Ever!* Healthy Families Pinellas, August 12, 2010. Tampa, FL.

Invited presentation for Children's Campaign and Tallahassee Democrat's Children's Update. Step Up for Kids: *How did Children Fare in 2009 Legislative Session?* June 3, 2010, Tallahassee, FL.

Judge Cindy Lederman and Mimi Graham. Invited Presentation. Florida Advance Judicial College. *Helping Babies from the Bench: Meeting the Developmental Needs of Maltreated Children*. Sanibel Island, FL, May 26, 2010.

Invited Presentation. *Finding the Gold Within: Creating the Best Year Ever!* Florida's Healthy Families Conference held May 21, 2010 in Tampa FL.

Invited Presentation for the New Parent Support Program Home Visiting Training: Children Are Our Future: Supporting New Parents-Caring for Children. *Partners for A Healthy Baby Home Visiting Curricula Series*. Department of the US Army, May 20, 2010, Westminster, CO.

Florida's Early Childhood Mental Health Consultation in Childcare Summit. *Results of Florida's Survey on Early Childhood Mental Health Consultation in Florida*. May 14, 2010, Tallahassee, FL.

Harris Professional Development Network Annual Meeting. *FSU's Role in Advancing Infant Mental Health Policies and Systems in Florida*. March 19, 2010, Chicago, IL.

Invited Presentation for Healthy Start Coalition of Miami Dade. *Overview of Child Development*, January 30, 2010, Miami, FL.

Partners for A Healthy Baby: Overview of Infant & Toddler Development, January 28, 2010, Miami, FL.

Keynote for Leadership Roundtable: Developing Community-wide Strategies to Support Infant Mental Health and Early Childhood Development. October 30, 2009. Infant Mental Health Chapter of Volusia/Flagler, Daytona Beach, FL.

Keynote: Infusing Infant Mental Health into Early Care and Education. October 30, 2009. Infant Mental Health Chapter of Volusia/Flagler, Daytona Beach, FL.

Helping Babies From the Bench: What Judges Can Learn by Having Infants & Toddlers in the Courtroom. Invited presentations for Florida Dependency Court Retreats, Office of Judicial Court Improvement. October 28, Tallahassee; October 29, Jacksonville; November 3, Tampa; November 4, Orlando; November 6, Ft Lauderdale, FL.

Supporting Social and Emotional Competence: Effective Training and Practice Strategies. Invited Presentation for 54th Annual Early Childhood Association of Florida Conference, September 24, 2009, Orlando FL.

Finding the Gold Within: Creating the Best Year Ever! Invited Presentation for Florida's Healthy Families Annual Conference. August 13, 2009. Tampa FL,

A Decade of Progress in Infant Mental Health in Florida. Broward Healthy Start and Florida Association of Infant Mental Health Meeting. June 3, 2009, Ft. Lauderdale, FL.

Finding the Gold Within: Creating the Best Year Ever! Invited Keynote for The Palm Beach Infants and Toddlers Conference. August 13, 2008. West Palm Beach, FL,

Finding the Gold Within: Creating the Best Year Ever! Invited Keynote for The 6th Annual Pregnant Women, Infants and Toddlers Conference. April 1, 2008. Miami, FL,

Judge J. Parnham & M. Graham. *Improving Dependency Court Outcomes for Children Birth to Five*. Invited Keynote. Tennessee Council of Juvenile and Family Court Judges. Conference. February 11, 2008. Nashville, TN

Creating Communities Where Babies Thrive: What Does it Take? Invited Keynote. The Healthy Start Coalition of Flagler & Volusia Counties Annual Meeting. February 2, 2008. Daytona, FL.

Sparling, J., White, Barbara, & Graham, M. (2007). *The Age 18 Follow-up: Lessons Learned from the Infant Health and Development Program (IHDP)*. Zero to Three 22nd National Training Institute, December 2, 2007. Orlando, FL.

Quality Improvements in Child Care: What Works? A Model for Continuous Quality Improvement. Zero to Three 22nd National Training Institute, December 1, 2007. Orlando, FL.

Infant Toddler Standards or Learning Guidelines: Developmentally Appropriate Integration into Early Education & Care Settings. Zero to Three 22nd National Training Institute, December 1, 2007. Orlando, FL.

What is Social Emotional Development? Invited keynote for Hampshire Educational Collaborative Statewide Conference Thinking Big About Little Learners: Investing Statewide in the Healthy Social and Emotional Development of Young Children. Hampshire, MA. October 12, 2007.

Resources for Infant Mental Health. Presentation to Infant Toddler Network at Early Childhood Association of Florida Annual Meeting, September, 27, 2007.

Partner's for A Healthy Baby Curricula Overview. Presentation at UNC Chapel Hill. September 20-21, 2007.

Finding the Gold Within: Creating the Best Year Ever! Invited Keynote for Infant Toddler Initiative. West Palm Beach, FL, August 25, 2007.

Finding the Gold Within: Creating the Best Year Ever! Invited Keynote for Portland State University Early Head Start Conference. Portland, Oregon., August 1, 2007.

10 Components of Quality Childcare. Portland State University Early Head Start Conference. Portland, Oregon, August 1, 2007.

Update on Infant Mental Health & Quality Childcare for Agency for Health Care Administration Annual Research Conference. Tallahassee, FL. June 29, 2007.

Magic in Everyday Moments. Invited Keynote for Creating Strong Beginnings Infant Toddler Conference, Ft. Lauderdale, FL. June 16, 2007.

10 Keys to Quality Childcare. Creating Strong Beginnings Infant Toddler Conference, Ft. Lauderdale, FL. June 16, 2007.

Florida Agency for Workforce Innovation/Office of Early Learning's Early Learning & Development Standards Revision Steering Committee, Tampa, FL, May 24, 2007.

Florida Association for Infant Mental Health 7th Annual Conference. *Update on Florida's Strategic Plan for Infant Mental Health*. Ft. Lauderdale, FL. May 17, 2007.

Finding the Gold Within: Self Esteem for Women. Dade & Broward County Teen Parent Teachers, March 16, 2007, Ft. Lauderdale & Miami, FL.

Florida Infant Toddler Network: Learning in Everyday Moments: Applying Florida's Birth to Three Learning and Developmental Standards in Everyday Routines. Orlando: April 3-4; Ft. Lauderdale: April 11-12; Ft. Walton May 3-4, 2007.

Invited Speaker: Building Systems for Babies in Florida. Harris Professional Development Network Annual Meeting. March 8, 2007, Chicago, IL.

Great Beginnings: A Multi-Phase Collaborative Building Workforce Capacity and Quality Early Childhood Staff in Miami Dade County. Mind in the Making: Learning Modules for Early Childhood Teachers. January 10-12; January 30-February 2, 2007., Miami, FL.

Update on Florida's Strategic Plan for Infant Mental Health for Florida's Infant Mental Health Strategic Planning Summit, January 17, 2007; Tallahassee, FL.

Invited Speaker: Minds in the Making: The Critical First Five Years of Life. Escambia Early Learning Coalition. December 12, 2006. Pensacola, FL.

Graham, M., Bryant, D. & Ayoub, C. *The Most Vulnerable Families: What the Research Tells Us about Dosage, Intensity & Effectiveness*. Zero to Three National Training Institute. December, 1, 2006. Albuquerque, N.M.

Invited Speaker: *More than Dollars for Diapers: Leveraging Medicaid Funding for Infant and Toddler Services*, Building Systems for Babies, November 16, 2006. Chicago, IL.

Graham, M., & Jones, C., 10th World Congress of the World Association for Infant Mental Health. Poster Presentation: *Quality Improvements In Child Care*. July 10, 2006. Paris, France.

Hogan, A., Graham, M., White, B., & Pruett, B. 10th World Congress of the World Association for Infant Mental Health. Poster Presentation: *Strategies for Infusing Infant Mental Health Practices into a Variety of Caregiving Contexts*. July 11, 2006. Paris, France.

Graham, M., Jones, C., & Mangione, P. 10th World Congress of the World Association for Infant Mental Health. Poster Presentation: *USA National Overview of Infant Toddler Standards*. July 11, 2006. Paris, France.

Keynote: Social Emotional Development: The Key to School Readiness. Early Learning Coalition of Broward County and Family Central Conference. June 24, 2006, Ft. Lauderdale, FL.

Special Project: Mind in the Making: Learning Modules for Early Childhood Teachers. Training for Florida Community College Early Childhood Educators Network. March 22-24, Wakulla Springs, FL.

Special Project: Florida Infant Toddler Network: Mind in the Making: Learning Modules for Early Childhood Teachers. Jacksonville: February 2-4; 27-28; Orlando: March 9-10; 20-21; Ft. Lauderdale: April 6-7; 20-21; Pensacola May 17-18; June 1-2, 2006.

Graham, M. Administration for Children Youth & Families, Early Head Start Winter Expert Work Group: Enhancing Mental Health in Early Head Start, Head Start and Child Care. January 26-27, 2006, Washington, DC.

Graham, M. , Glaze, L. & Jones, C. *Professional Development Strategies to Enhance the Quality of Infant/Toddler Care*. Early Childhood Association of Florida, October 1, 2005. Orlando, FL.

Jones, C. & Graham, M. *Learning in Everyday Moments: Integrating Florida's New Birth to Three Learning and Developmental Standards*. Early Childhood Association of Florida, October 1, 2005. Orlando, FL.

Invited Speaker. *Financing Infant Mental Health Services in Florida*. Zero to Three's Infant and Early Childhood Mental Health System Development Summit. September 23, 2005. Washington, DC.

Invited Speaker. *Infant Mental Health Training in Florida*. Zero to Three's Infant and Early Childhood Mental Health System Development Summit. September 24, 2005. Washington, DC.

Workshop. *National Certification for Specialists in Temporary Childcare Settings*. Beaches Caribbean Family Resorts, September 3-7, 2005. Turks, Caribbean.

Invited Speaker. *Delinquency and Dependency Programs for Committed Girls and their Babies*. National Council of Juvenile and Family Court Judges. 68th Annual Conference. July 18, 2005. Pittsburg, PA.

Jones, C., & Graham, M. *Impressive Findings: Florida's Pilot of Mind in the Making*. National Mind in the Making Summer Institute. Albuquerque, New Mexico. July 11, 2005.

10 Components of Quality Child Care. Early Head Start National Conference. June 24, 2005. Washington, DC.

Infusing Infant Mental Health into Home Visiting. Early Head Start National Conference. June 24, 2005. Washington, DC.

Invited Speaker. *Early Relationships: The Real Key to School Readiness*. Early Learning Coalition of Florida's Gateway Summer Conference, June 18, 2005. Lake City, FL.

Jones, C., Mirabella, A. & Graham, M. *IMH and the Dissemination Model for Florida's New Birth to Three Learning and Developmental Standards*. Florida Association for Infant Mental Health 5th Annual Conference. Safety Harbor, FL. June 2, 2005.

Florida Association for Infant Mental Health 5th Annual Conference. *Update on Florida's Strategic Plan for Infant Mental Health*. Safety Harbor, FL. June 2-3, 2005.

Invited Speaker. *Meeting the Needs of Pregnant and Parenting Teens in Juvenile Justice Programs*. Department of Juvenile Justice Residential Services 5th Annual Training Conference. May 25, 2005. Daytona Beach, FL

System Tipping Points for High Risk Families. University of Chicago Harris School of Public Policy 3rd Annual Conference. Developmental, Economic and Policy Perspectives on Meeting the Needs of Hard to Serve Families. May 6, 2005, Chicago, IL.

Graham, M. (March 17, 2005). *Infusing Infant Mental Health into Childcare*. Harris Infant Mental Health Network Meeting. Chicago, IL.

Graham, M. (April 4, 2005). *Infant Mental Health*. 2005 Children's Week Legislative Issue Workshops. Tallahassee, FL.

Graham, M. (January, 26, 2005). *Early Relationships: The Real Key to School Readiness*. Florida Partnership for School Readiness. Tampa, FL.

Graham, M. & Mangione, P. *How Can We ensure That Infant Toddler "Performance Standards" Are Developmentally Appropriate?* Zero to Three National Training Institute, Sacramento, CA., December 3, 2004.

Graham, M. , Muhamedrahimov, R.,, Sagi-Schwartz, A., & Sparling, J. *International Strategies for Improving Relationship-based Group care for Young Children*. Zero to Three National Training Institute, Sacramento, CA., December 2, 2004.

Teleconference on Gender-specific services for Juvenile Delinquent Girls. Sponsored by Department of Juvenile Justice. November 4, 2004, Tallahassee, FL.

Florida Partnership for School Readiness Workgroup: Florida Birth to Three Learning and Developmental Standards. January-June, 2004.

Florida Association for Infant Mental Health 4th Annual Conference. Update on Florida's Strategic Plan for Infant Mental Health. Miami, FL. October 21-22.

Teleconference on Program Documentation. *How do children and families really benefit from intervention?* Sponsored by Child Development Media. March 9, 2004.

Third Annual Florida Medicaid Research Symposium. *Update on FSU Center for Prevention's Medicaid Early Childhood Projects*. Tallahassee, FL. February 23, 2004.

National Early Childhood Funders Association. *Innovative Initiatives for Infants & Toddlers in Florida*. Miami, FL February, 2004.

Adams, S., Osofsky, J., Lederman, C. & Graham, M. *Experiences in Providing Infant Mental Health Services: What Did We Learn?* 18th Annual National Training Institute. Zero to Three: National Center for Infants Toddlers and Families. December 6, 2003. Washington, D.C.

Graham, M. *An Update to Florida's Infant Mental Health Strategic Plan*. Presentation at the Florida Association of Infant Mental Health 3rd Annual Conference, Tampa, FL, October 25-16, 2003.

Capital Area Infant Mental Health Association. *Florida's Strategic Planning Overview*. Tallahassee, FL. February 25, 2003.

White, B., Graham, M., & Baldwin, S. *Using the Tools of technology to Promote Infant/Toddler Issues*. National Early Head Start Conference. January 7-10, 2003. Washington, D.C. Trained 100 early childhood providers from across the nation.

White, B., Graham, M. & Pruett, R. *10 Components of Quality Infant/Toddler Child Care: Strategies for Improving Quality*. National Early Head Start Conference. January 7-10, 2003. Washington, D.C.

Graham, M., Lillas, C., & Weatherston, D. *Building A Cadre of Infant Mental Health Therapists: Three Different Approaches*. 17th Annual National Training Institute. Zero to Three: National Center for Infants, Toddlers and Families. December 7, 2003. Washington, D.C.

White, B., & Graham, M.. *Using the Tools of technology to Promote Infant/Toddler Issues*. 17th Annual National Training Institute. Zero to Three: National Center for Infants Toddlers and Families. December 6, 2002. Washington, D.C.

Choosing the Best Curricular Resources for Quality Programs for Serving Expectant Families and their Infants/Toddlers. Region IX and X Early Head Start Hub conference, July 31, 2002, Seattle, WA.

Infant Mental Health in Adolescent Parent Programs. Presentation for the World Association of Infant Mental Health, July 19, 2002, Amsterdam.

Strategies for Infusing Infant Mental Health into A Variety of Caregiving Contexts. Presentation for the World Association of Infant Mental Health, July 17, 2002, Amsterdam.

Leave No Child Behind-Really. Keynote speaker for Miami Dade County Public Schools Baby & Me Banquet, April 27, 2002, Miami, FL.

Choosing Curricula for Quality Programs for Serving Expectant Families and their Infants. Presentation to University of Miami, School of Education, Graduate Seminar, February 16, 2002, Miami, FL.

The Complexity of Home Visiting. Workshop for Heart of Georgia Federal Healthy Start Project. January 24, 2002, Sapelo Island, GA.

Infusing Infant Mental Health Principles in Teen Parent Programs. Presentation to the 6th Annual Head Start and Child Care Birth to Three Institute, January 11, 2002. Washington, DC.

Choosing Curricula for Quality Programs for Serving Expectant Families and their Infants. Presentation to Zero to Three National Center for Infants, Toddlers and Families 16th National Training Institute, December 1, 2001, San Diego, CA.

The Complexity of Home Visiting. Post-Institute Intensive Dialogue for Zero to Three National Center for Infants, Toddlers and Families 16th National Training Institute, December 2, 2001, San Diego, CA.

The Cycle of Violence Begins in Early Childhood. Keynote speech for the Florida Department of Juvenile Justice Meeting. August, 25, 2001. St. Petersburg, Beach, Florida.

Increasing Home Visiting Effectiveness through use of the Partners for A Healthy Baby Prenatal and Infant Series. NOVA's Annual Making Connections Conference for Infants and Toddlers. Ft. Lauderdale, FL. June 2, 2001.

Infant Toddler Train-the-Trainer for Early Childhood Professionals. NOVA's Annual Making Connections Conference for Infants and Toddlers. Ft. Lauderdale, FL. May 31, 2001.

Florida's Infant Mental Health Strategic Plan. Region IV Disability/Mental Health Services Network Conference. Atlanta, GA April 6, 2001.

Components of Quality Infant Toddler Child Care: Guidelines for Choosing Curricula. Dade County Public Schools. February 28, 2001. Miami, FL.

Components of Quality Child Care. Picower Board of Directors for the Picower Quality Child Care Initiative. February 23, 2001. West Palm Beach, FL.

Infusing Infant Mental Health Practices into Front-Line Caregiving. Presentation to Fifth Annual Head Start and Child Care Birth to Three Institute, January 27, 2001, Washington, DC.

Increasing The Effectiveness Of Home Visiting Through Use Of A Curriculum System For Pregnancy And Infancy. Presented at the Bureau of Maternal and Child Health, National Healthy Start Conference, December 12, 2000, Washington, DC.

Building Self-Esteem in Lay Home Visitors and The Families They Serve. Presentation to Zero to Three National Center for Infants, Toddlers and Families 15th National Training Institute, December 1, 2000, Washington, DC.

Infusing Infant Mental Health Practices into Front-Line Caregiving. Presentation to Zero to Three National Center for Infants, Toddlers and Families 15th National Training Institute, December 2, 2000, Washington, DC.

Infant/Toddler Train-the-Trainer Workshop. Nova Southeastern University. September 13-15, 2000, Ft. Lauderdale, FL.

Infant Mental Health: The Time Has Come. 12th Statewide Child Abuse Prevention Conference, September 12, 2000. Orlando, FL.

Early Intervention Programs. Prevention Works! 12th Statewide Child Abuse Prevention Conference, September 11, 2000. Orlando, FL.

Creating a Climate for Infant Mental Health in Florida. World Association for Infant Mental Health. Montreal, Canada, July 26, 2000.

Increasing The Effectiveness Of Home Visiting Through Use Of A Curriculum System For Pregnancy And Infancy. International Conference on Infant Studies. Brighton, England, July 18, 2000.

Conducting a Randomized Study of Nurse and Paraprofessional Home Visitation. Head Start's Fifth National Research Conference: Developmental and Contextual Transitions of Children and Families, Washington, D.C. June 28, 2000.

Creating a Climate for Infant Mental Health in Florida. 4th Annual Conference: Making Connections with Infants and Toddlers. Ft. Lauderdale, FL. June 1-3, 2000.

Performance Standards Workgroup for the Florida Partnership on School Readiness. December, 1999-2000.

Challenges and Implications of Establishing Criteria for Assessing the Quality of Child Care Services. Invited presentation for The Board on Children, Youth, and Families of the National Research Council and the Institute of Medicine's workshop, Getting to Positive Outcomes for Children in Child Care. Washington, DC 2/28/00.

The Developmental Timetable that Affects Children. Invited presentation for The Fifth Annual Conference on Women 7 Children affected by alcohol and other drug-abuse, Tampa, FL 5/10/2000.

Meeting the Needs of Expectant Families. Invited presentation for The 2000 Institute For Programs Serving Pregnant Women and Families with Infants and Toddlers. Washington, DC. 1/13/2000.

Synapses To Success. Invited presentation for Early Brain Development Conference. Columbia, SC. 1/12/99

Implications of Brain Research for Early Childhood Teachers: Presentation for Tallahassee Community College Extended Studies Division, Tallahassee, FL 9/11/1999.

Using the Partners For A Healthy Baby Curricular Series To Achieve Program Outcomes. Presentation to the National Healthy Mothers, Healthy Babies Coalition, Seattle, WA, 8/4/99.

Effective Home Visiting: National Broadcast for Early Head Start and the National Resource Center of Zero to Three Infant/Toddler Programming-1999. RISE Interactive Distance Learning, Cincinnati, OH 6/7/99.

Head Start Resource & Training Center's Health Topic Telephone Conference Call: *Lessons Learned: Early Head Start Health Services, Head Start Region III.* April 13, 1999, 2:00-3:30.

Partners for A Healthy Baby: A Curriculum System for Prenatal and Infant Home Visiting. Presentation to The Fifth National Healthy Families America Conference, March 2, 1999, Chicago: IL.

Partners for A Healthy Baby: A System for Prenatal and Infant Home Visiting. Presentation to Zero to Three National Center for Infants, Toddlers and Families 1998 National Training Institute, December 5, 1998, Washington, DC.

Do Florida's Policies Support Brain Research and Learning for Young Children? Invited presentation to the Florida House of Representatives, Committee on Children and Families, December 1, 1998.

Home Visiting Supervision: An Overview of Effective Practices. Presented at the 1998 Summer Early Childhood Conference: Building the Future Together "Putting Families and Children First", July 23, 1998, Tampa, FL

Learning Implications of Brain Research. Presented at the 1998 Summer Early Childhood Conference: Building the Future Together "Putting Families and Children First", July 23, 1998, Tampa, Florida.

Policy Implications of Brain Research & Learning Implications of Brain Research. Summer Institute: Brain Research & Promising Practices at Florida A & M University College of Education and The Office of Early Intervention and School Readiness, Tallahassee, FL, June 22-23, 1998.

Invited Panel Member for *Application of Brain Research for Early Childhood* for Florida's DOE Windows of Opportunity 1998 Statewide Technical Assistance Meeting, Office of Early Intervention & School Readiness, St. Petersburg, FL. April 20, 1998.

Brain Facts and Educational Implications of Brain Research. Invited presentation to the Florida House of Representatives, Family Law & Children Committee, March 5, 1998, Tallahassee, FL.

Implications of Brain Research for Early Childhood Education. Keynote Address for the Georgia Head Start Association Inclusion Conference, February 26, 1998, Jekyll Island, GA.

Implications of Brain Research for Early Childhood Education. Presentation for the Georgia Learning Resources System, February 19, 1998, Valdosta, GA.

Evidence based best practices in early childhood programs . Governor's Summit on Children. February 12, 1998. Orlando, FL.

Implications of Brain Research for Early Childhood Education. Presentation to the Leon County Association for the Education for Young Children, January 31, 1998, Tallahassee, FL.

Building A Highly Skilled Home Visiting Staff. Presentation for the 1998 Head Start Institute for Programs Serving Pregnant Women, Infants and Toddlers, and their Families. January 23, 1998, Washington, DC.

Translating Research Into Policy. Presentation to Zero to Three National Center for Infants, Toddlers and Families 1997 National Training Institute, December 6, 1997, Nashville, TN.

Tools for Effective Supervision & Quality Home Visiting. Presentation to Zero to Three National Center for Infants, Toddlers and Families 1997 National Training Institute, December 6, 1997, Nashville, TN.

Florida's Children: Their Future Is In Our Hands. Presentation to the State Coordinating Council for Early Childhood Services, June 23, 1997, Tallahassee, FL.

What Is Quality Child Care? Florida Education and Employment Council for Women and Girls, Child Care Focus Group, Tampa, FL, June 6, 1997.

The Groundwork for Preventing Crime and Violence Begins Early. Eleventh Annual Gulf Coast Conference on Early Childhood, Point Clear, Alabama, May 29, 1997.

Is Early Intervention A Good Public Investment? Keynote speech for the 13th Annual Conference on Services for Children With Special Needs: Birth to Five, Jacksonville University, March 13, 1997, Jacksonville, FL.

Practical Evaluation Strategies, Region IV Infant & Toddler Institute, March 7, 1997, Orlando, FL.

Brain Development & Implications for Home Visitors. Panhandle Healthy Start, Tallahassee, FL, February 25, 1997.

The Groundwork for Preventing Crime and Violence Begins Early. Hillsborough Tomorrow, February 13, 1997, Tampa, FL.

The Effectiveness of Early Intervention, Leon PreKindergarten Inservice Training, Tallahassee, FL. February 11, 1997.

"Models That Work: Panhandle Healthy Start" Presented at the Bureau of Maternal and Child Health, National Healthy Start Conference, Washington, DC, September 17, 1996.

"Early Childhood Education: The Groundwork for Preventing Crime and Violence Begins Early". Panel on Policy Issues in Florida at the Statewide Conference on *Violence in the Lives of Florida's Young Children*, Tampa Bay Partnership for Early Childhood Training and Support, September 19, 1996, Tampa, FL.

Linking Assessment to Outcomes presented at Building Skills for Better Services Workshop, The Florida Department of Health and Rehabilitative Services, State Health Office, Office of Family Health Services, September, 12, 1996, Tampa, FL.

Presentation to Department of Corrections and Department of Cultural Affairs, *The Cycle of Crime and Violence Begins Early in Life*, September 22, 1995, Tallahassee, FL.

Selected member of National Early Intervention Resource Network for the Southeastern Institute for Faculty Training Outreach Project for University of North Carolina at Chapel Hill, August, 1995.

Head Start Conference, Celebrating 30 Years of Service To Children and Families, *Head Start and Juvenile Justice: Early Intervention Works*, May 19, 1995, Tampa, FL.

Sponsored *Assembly on Recommending Effective Practices in Early Intervention* for HRS Children's Medical Services, May 1-3, 1995, Tampa FL.

Invited presenter on *Therapy: From Research to Effective Practices* for Children's Medical Services statewide meeting "Best Practices Panel" on February 8, 1995, Tampa, FL.

Invited presenter for Southeastern Institute for Faculty Training Amelia Island January 7-9, 1995. *Aspects of the IFSP Process: Family-centered Child Assessment*. Sponsored by Frank Porter Graham Center at University of North Carolina at Chapel Hill.

Invited Speaker. *International Year of the Family: Investments for Children* for The United Nations Association of the United States, Volusia Chapter, October 14, 1994, Daytona Beach, FL.

Invited Participant for Florida's *Juvenile Justice Forum*, September 27-28, 1994.

Statewide Training: Linking Assessment to Outcomes & Services for Florida Department of Health and Rehabilitative Services, Office of Children's Medical Services. Trained 150 early interventionists, psychologists, nurses, early childhood educators, therapists, social workers and special educators. Trainings in Miami, Orlando and Tallahassee, Florida; August- September, 1994.

The Groundwork For Preventing Violence Begins In Early Childhood. Presented at the 1994 Summer Early Childhood Conference: Building the Future Together Putting Families and Children First, July 30, 1994, Tampa, Florida.

Home Visiting: An Overview of Effective Practices. Presented at the 1994 Summer Early Childhood Conference: Building the Future Together "Putting Families and Children First," July 28, 1994, Tampa, Florida.

Invited Speaker *Breeding Crime and Violence in Florida's Children* for The Florida State University School of Criminology and Criminal Justice and The Florida Department of Corrections 41st Annual Southern Conference on Corrections, April 8, 1994, Orlando, Florida.

Consultation and Training on Developmentally Appropriate Practices for the Children's Therapeutic Services Project at the Orlando Center for Drug-Free Living, April 6-7, 1994.

Bryant, D., Graham, M., & Mulvihill, B. *Translating a Model Intervention Program into Community-Based Settings*. Presentation at the Eighth Biennial National Training Institute of Zero to Three, National Center for Clinical Infant Programs, Washington, D.C., December 3, 1993.

Hanline, M. F., Graham, M., & Rudd, M. *Developmental Appropriate Practices*. Accepted for presentation at the Eighth Biennial National Training Institute of Zero to Three, National Center for Clinical Infant Programs, Washington, D.C., December 3, 1993.

Hanline, M. F. & Graham, M. *Developmental Appropriate Practices*. Accepted for presentation for Division of Early Childhood International Conference, San Diego, CA, December 11, 1993.

Graham, M. & Hanline, M.F. *Strategies for Adapting Early Childhood Settings for Infants and Toddlers with Special Needs*. Presented at the 1993 Summer Conference: One Goal: Building the Future Together "Putting Families and Children First", August 6, 1993, Tampa, Florida.

Statewide Training: Multidisciplinary Evaluation and Assessment of Infants and Toddlers for Florida Department of Education, Office of Early Intervention. Trained over 600 early interventionists including psychologists, nurses, early childhood educators, therapists, social workers and special educators. Trainings in Ocala, Ft. Myers, Gainesville, Sarasota, West Palm Beach, Port St Lucie, Lakeland, Daytona Beach, Jacksonville, Clearwater, Tampa, Pensacola, Panama City, and Marathon, Florida; March-August, 1993.

Mainstreaming Works! A Training for Integrating Children with Disabilities in Child Care Settings. for the Florida Developmental Disabilities Council & HRS Office of Children, Youth & Family Services. Tallahassee-April 25; Jacksonville-June 6; WPBeach-June 13; Orlando-June 20, 1992.

Training: Multidisciplinary Evaluation and Assessment of Infants and Toddlers for Brevard Local Interagency Coordinating Council, Titusville, FL. June 15-16, 1992.

Training: Multidisciplinary Evaluation and Assessment of Infants and Toddlers for Department of Education, Office of Early Intervention. Orlando-March 23-24; Ft. Lauderdale-April 1-2; Tallahassee-May 5-6, 1992.

Zervigon-Hakes, A., Graham, M., & Hall, J. *Florida's Cost Implementation Study for PL 99-457, Part H*. Presented at the Third Annual Early Intervention and Preschool Conference: Financing Strategies & Procedural Safeguards, March 29-31, 1992, Orlando, FL.

Consultant to the Orlando Easter Seals Society regarding family-centered, transdisciplinary evaluations, March 25 1992.

Training: Understanding Yourself and Others for inmates at Saufley Federal Prison Camp, Pensacola, FL., August, 1991; January 1992.

Graham, M. and Bryant, D. *Linking Theory, Research and Practices: Quality Indicators for Early Intervention*. Selected for presentation at the National Center for Clinical Infant Program's Seventh Biennial National Training Institute, Washington, D.C. December 7, 1991.

Graham, M., Hanline, M.F., Phelps, P. and Bruder, M.B.. *Childcare as the Context for Early Intervention*. Selected for presentation at the National Center for Clinical Infant Program's Seventh Biennial National Training Institute, Washington, D.C. December 7, 1991.

Graham, M., Hanline, M.F. and Boothsby, L. *Childcare as the Model for Early Intervention*. Selected for presentation at the Prekindergarten Leadership Conference Best Practices---Showcasing Florida. August 1, 1991, Tampa, Florida.

Graham, M. and Bryant, D. *Linking Theory, Research and Practices: Quality Indicators for Early Intervention*. Selected for presentation at the Southeastern Regional DEC/Head Start Conference, Gatlinburg, Tennessee, July 29, 1991.

Stone, L. and Graham, M. *Florida's Response to PL 99-457, Part H Future Directions for Infants, Toddlers and Their Families*. Selected for presentation at the Southeastern Regional DEC/Head Start Conference, Gatlinburg, Tennessee, July 29, 1991.

Florida A & M University. Lecture on *Quality Early Intervention*, July 16, 1990.

Consultant to the Orlando Easter Seals Society regarding implementation of PL 99-457; adapting policies and procedures to reflect family-centered approach; development of Individualized Family Service Plan, April, 1990.

Learning Theory, Research and Best Practices. Presentation to the Division of Early Childhood International Early Childhood Conference on Children with Special Needs, Albuquerque, New Mexico, October 21-23, 1990.

Consultant to the Statewide Easter Seals organization, Orlando, Florida, September 26, 1990.

Cost Methodology Study for Developmental Services Senior Management Team, Miami, FL, July 26, 1990.

Quality Indicators in Early Intervention. Presentation to the FACT Project, Orlando, Florida, May 7-8, 1990.

Facilitator, *Identification of Infants and Toddlers with Special Needs*. Conference sponsored by FICCIT, the Bureau of the Education for Exceptional Students, Tampa, FL, October 1-3, 1990.

Planning and Implementation of the first statewide conference on PL 99-457 *Linking Research and Best Practices*, Tallahassee, Florida, May 21-22, 1990.

Chair, work group on the definition of "at-risk" for Florida's infants and toddlers in relation to PL 99-457, Part H, sponsored by the Office of Early Intervention in the Department of Education, and the Prevention Task Force in the Florida Developmental Disabilities Planning Council, April-September, 1989.

The Readiness of Children, for the Governor's Education Summit, Miami, Florida, November 26-28, 1989.

State and Federal Legislation Affecting Early Intervention Services. Speech, Language, and Audiology Association of Alachua County. Gainesville, Florida, September 12, 1989.

The Policy and Procedure of Dealing with Communicable Diseases, The National Association of Private Schools for Exceptional Children Annual Conference, Long Boat Key, Florida, January 26, 1989.

The Progression of Societal and Individual Attitudes Towards AIDS: A Comparison to Mental Retardation. National Conference of Executives of Associations for Retarded Citizens, Albuquerque, New Mexico, October 4, 1988.

Consultant and expert witness in the areas of education, child care and rights of the handicapped for the U.S. Attorney's Office and various law firms. 1987-present.

Strategies for serving Pre-kindergarten Handicapped Children. Florida Department of Education, Bureau of Education for Exceptional Students, Summer Institute, Training for supervisors of programs for the severely profoundly handicapped. Punta Gorda, Florida, June 27, 1988.

Managing the Environment and the Child, Early Childhood Special Education Institute, Florida Bureau of Education for Exceptional Students and the University of Miami School of Education and the Mailman Center for Child Development, June 23, 1988.

Pre-kindergarten Instructional Environments for Florida Diagnostic and Learning Resources System Pre-kindergarten support services components training seminar, Tampa, Florida, March 25, 1988.

Parent power: A Legislative Advocacy Workshop. Presentation on major legislative issues for 1988 for Parent to Parent, Saturday, Miami, Florida, February 27, 1988,.

Services to the Preschool Handicapped Population, testimony to the Social, Economic, and Developmental Services Subcommittee of the House Committee on Health and Rehabilitative Programs, Miami Beach Commission Chambers, November 16, 1987.

Mental Retardation: Identification and Follow-up for Low Birth Weight Babies, presented to a special conference on Children and Young Adults at risk, Miami Dade Community College, November 14, 1987.

Infant Health and Development Programs. Presentation for the Florida Department of Education and Bureau for Exceptional Students; Florida's Leadership Conference: Resources for Pre-kindergarten Programs, Tampa, Florida, August 11-14, 1987.

A Continuum of Strategies for Behavior Management in the Classroom. Third Annual Key West Conference, Sponsored by FDLRS, Mailman Center for Child Development, and Monroe County Exceptional Student Education, May 8, 1987.

Problems of Classification for Pediatric Handicapped and High-risk Infants, guest lecture to University of Miami undergraduate psychology class, November 25, 1986.

The Interface of Medical and Educational Components in Dealing with Pediatric AIDS in a Child Development Center. Presentation to the National Advisory Council, National Study Office, and Robert Wood Johnson Foundation at the Infant Health and Development National Meeting, New Orleans, November 14, 1986.

Implication of Definitions of High-risk for the Birth to Three Population. Presentation to the Mailman Center for Child Development, Pediatric Faculty Conference, November 7, 1986.

Lecturer to the Mailman Center for Child Development Women's Service Board on Interdisciplinary Intervention with the Developmentally Disabled, April, 1983.

Developmental disabilities and HIV infection: A working conference on issues and public policy. Co-facilitator for work group on discrimination and public education, sponsored by the Administration on Developmental Disabilities, Bethesda, Maryland, November 9-10, 1988.

Task Force: Liberty 2000: Prevention strategies for the feminization of poverty, 1988.

Organized and presented workshop, Corporate Child Care: Alternatives and Benefits. March 18, 1986.

Television interview for Association for Retarded Citizen's series on early intervention. April, 1986.

Panel Facilitator for State Department of Education Study Panel for the Development of a Comprehensive Plan to Serve Pre-Kindergarten Handicapped Students in 1989, October, 1984.

Lecturer to the Mailman Center for Child Development Women's Service Board on Interdisciplinary Intervention with the Developmentally Disabled, April, 1983.

Control of infectious disease: Implications for public schools. Technical assistance paper for the Bureau of Education for Exceptional Students, Florida Department of Education, July 26, 1989.

TEACHING EXPERIENCE

Florida State University, Department of Communication Disorders, Graduate Seminar, Summer, 2001.

Florida State University, Department of Communication Disorders, Graduate seminar, Summer, 1999.

Florida State University, Department of Special Education, Graduate class, "*Program Evaluation*," EEX 54567, Fall, 1995.

Florida State University, Department of Special Education, Graduate class, "*Typical and Atypical Early Development*," EEX 5017, Fall, 1994.

University of Miami Medical School of Education, Department of Teaching and Learning, Graduate class in behavior management, St. Marten, West Indies. Winter semester, 1987. Graduate class in behavior management, Naples, Florida, Spring semester, 1988.

Virginia Intermont College, Bristol, Virginia, adjunct instructor, Department of Psychology. Taught family development and parent education, 1978-1980.

Wytheville Community College, Wytheville, Virginia, Department of Psychology, adjunct instructor of child development, 1979.

COMMUNITY SERVICES

- Board Member, Terrell House, 1991-1993
- Established scholarship fund and training to provide Dreikurs Relationship Centers course
- Understanding Yourself and Others" in federal and state prisons
- Lobbyist for child care licensing, Florida Legislative Session, 1991
- Dade County political action committee to establish a juvenile welfare board, 1988
- Community Council for Developmentally Handicapped and Retarded (CCDHR), Legislative
- Committee, Executive officer, 1981-1988
- Co-chair for March of Dimes Walk-A-Thon, Mailman Center for Child Development, 1985.
- Dade County League of Women Voters, May, 1986
- Florida Diagnostic and Learning Resources System Multi-Agency Consortium, 1985
- Greater Miami Chamber of Commerce; Miami's for Me. Business Task Force Committee, 1984-86.
- Junior League of Miami, Public Affairs Committee, 1986-1989
- Board Member, Associated Marine Institute WINGS Program for Girls 2004-2006
- President, Treasurer and Board Member, Florida Association for Infant Mental Health 2002-2016
- Guardian ad Litem, 2017-present

SOCIETY MEMBERSHIPS

Zero to Three Center for Infants, Toddlers and Families
National Association for the Education of Young Children
Council for Exceptional Children Florida Division of Early Childhood
Early Childhood Association of Florida
Florida Head Start Director's Association
World Association for Infant Mental Health
Florida Association for Infant Mental Health

HONORS

Voice for Children Award 2019 by the Healthy Start of Flager & Volusia Counties.
Florida TaxWatch Productivity Award for Early Childhood Court, 2017
Appointed to Florida's Supreme Court Steering Committee on Families and Children in the Court, 2014-2018.
Joy Aukema Taps Children's Advocate Award, Legal Services of North Florida, May, 2103.
Florida Association for Infant Mental Health, President 2013-2014.
Selected as Fellow for Florida's Policy Group for Children and Families, 2008
Florida Association for Infant Mental Health, President 2003-2005
Appointed to Zero to Three Early Head Start National Task Force on Infant Mental Health 2001-2002.
Selected as a Fellow in Zero to Three National Center for Infants, Toddlers & Families, 2001-2003.
Selected as Bush Institute Fellow. Society for Research in Child Development Summer Institute on child Development and Social Policy. University of North Carolina, Chapel Hill, NC, June, 1986.
Governor's appointment to the Florida Developmental Disabilities Planning Council, August, 1986-December, 1989.
Governor's appointment to the Florida Developmental Disability Planning Council's Task Force for Prevention of Developmental Handicaps, 1987-1994.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF
WOMEN & GIRLS**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Ms. Darby Kerrigan Scott		Date: 8/2/2019 11:04:42 AM	
Home Address:	1101 Carriage Road Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 645-7891	Do you own property in the Tallahassee City Limits?	Yes
Email:	dscott@law.fsu.edu	How many years have you lived in Leon County?	14

(EMPLOYMENT INFORMATION)

Employer:	FSU College of Law	Work Address:	425 W. Jefferson St. Tallahassee, FL 32312
Occupation:	Attorney		
Work/Other Phone:	(850) 645-7891		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	White	Gender:	F	Age:	37
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Kelly Otte	Name:	
Address:	311 E. Jennings St.	Address:	
Phone:	(850) 241-0241	Phone:	

Resume Uploaded?	Yes
<p>If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.</p>	

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

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

If yes, on what Committee(s) are you a member? **Tallahassee Leon County Commission on the Status of Women and Girls**

Have you served on any previous Leon County committees?* **No**

Are you willing to complete a financial disclosure if applicable?* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

Members on this committee must be a resident of Leon County.

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

Signature: *Ms. Darby Kerrigan Scott*

The application was electronically sent: 8/2/2019 11:04:42 AM

DARBY KERRIGAN SCOTT

FSU College of Law, Public Interest Law Center
425 West Jefferson St., Tallahassee FL 32306
(850) 645-7891 ♦ dscott@law.fsu.edu

EXPERIENCE

FLORIDA STATE UNIVERSITY COLLEGE OF LAW, Tallahassee, FL, 2018 – Present, *Clinical Professor*

Develop and direct the Immigration Law Project within the Public Interest Law Center; teach the course in fall, spring and summer; supervise, advise and mentor students on case work, community outreach and law reform projects.

LEGAL AID FOUNDATION OF THE TALLAHASSEE BAR ASSOCIATION, INC., Tallahassee, FL, 2015 – 2018, *Executive Director*

Managed programs and staff for Thunderdome Tallahassee, Promise Zone Pro Bono Legal Services, and Pro Bono Program; developed resources (through fundraising, grants, etc.).

FLORIDA STATE UNIVERSITY CENTER FOR THE ADVANCEMENT OF HUMAN RIGHTS, Tallahassee, FL, 2014-2015, *Program Director*

Represented asylum seekers, victims of torture and victims of crime in various immigration courts, the Board of Immigration Appeals and the Eleventh Circuit Court of Appeals; led update of Florida Strategic Plan on Human Trafficking issued in 2010; conducted presentations on human trafficking.

HOPPING GREEN & SAMS, P.A., Tallahassee, FL, 2010 – 2014, *Associate*

Represented community development districts in contractual, real property, local government, financial, and litigation matters; represented various clients in appellate matters.

THE HONORABLE ROBERT T. BENTON, II, FIRST DISTRICT COURT OF APPEAL, Tallahassee, FL, 2007 – 2010, *Senior Law Clerk*

Drafted and edited opinions; analyzed and summarized criminal, civil, administrative, and family law cases; fielded inquiries from three-judge panels at post-oral argument conferences.

INTERNATIONAL BAR ASSOCIATION HUMAN RIGHTS INSTITUTE, London, England, 2006, *Extern*

Prepared comprehensive analysis of defense issues in international tribunals; issued recommendations to new hybrid and domestic criminal tribunals; prepared background report on Bolivia in Spanish; translated Spanish documents relating to the rule of law.

LEGAL SERVICES OF SOUTHERN PIEDMONT, INC., Charlotte, NC, 2005, *Law Clerk*

Drafted complaints for custody, child support, and divorce cases; conducted interviews with clients in Spanish; wrote letters to clients in Spanish; translated Spanish documents.

EDUCATION

FLORIDA STATE UNIVERSITY COLLEGE OF LAW, Tallahassee, FL, 2005-2007

Juris Doctor, High Honors; Certificate in International Law, High Honors

Honors/Activities: Order of the Coif; Book Award (highest grade): International Human Rights Law, Public International Law, International Dispute Resolution, and Florida Civil Practice; Journal of Transnational Law & Policy; Phi Delta Phi International Legal Fraternity; International Law Students Association.

WAKE FOREST UNIVERSITY SCHOOL OF LAW, Winston-Salem, NC, 2004-2005

Juris Doctor Candidate

Honors/Activities: Moot Court Board; Writing Fellow for Legal Research and Writing.

UNIVERSITY OF COLORADO AT BOULDER, Boulder, CO, 2000-2004

Bachelor of Arts, Spanish and International Affairs

Honors/Activities: Phi Sigma Theta Honor Society; National Society of Collegiate Scholars; Sigma Iota Rho International Affairs Honor Society; Kappa Kappa Gamma Sorority, Vice President; Women's Varsity Club Lacrosse Team; Phi Alpha Delta Pre-Law Fraternity.

PROFESSIONAL MEMBERSHIP AND SERVICE

TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN AND GIRLS, 2015-Present,
Policy Committee Chair 2016-17

TALLAHASSEE BAR ASSOCIATION YOUNG LAWYERS SECTION, 2011-16, President, Treasurer, Secretary and
Director

PACE CENTER FOR GIRLS (LEON COUNTY), 2013-16, Secretary and Director

SURVIVE AND THRIVE ADVOCACY CENTER, 2015-16, Director

LEADERSHIP TALLAHASSEE CLASS 33, 2015-16, Graduate

HONORS AND AWARDS

FLORIDA TREND LEGAL ELITE, 2016, 2017 & 2019

FLORIDA COUNCIL ON CRIME AND DELINQUENCY CHAPTER 2 JUDICIAL DISTINGUISHED SERVICE
AWARD, 2016

TALLAHASSEE BAR ASSOCIATION THOMAS M. ERVIN JR. DISTINGUISHED YOUNG LAWYER AWARD,
2016

BAR ADMISSIONS

FLORIDA

U.S. COURT OF APPEALS FOR THE ELEVENTH CIRCUIT



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN
& GIRLS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Ms. Antoneia Roe		Date: 8/1/2019 8:57:27 AM	
Home Address:	3424 Cherokee Ridge Trl Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 570-0504	Do you own property in the Tallahassee City Limits?	No
Email:	antoneiaroe@gmail.com	How many years have you lived in Leon County?	32

(EMPLOYMENT INFORMATION)

Employer:	Florida A&M University	Work Address:	1628 S. Martin Luther King Jr Blvd Suite 101, Efferson Student Union Tallahassee , FL 32312
Occupation:	Administrator		
Work/Other Phone:	(850) 599-3541		

(OPTIONAL)

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:	Black or African American	Gender:	F	Age:	
District:	District II	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Shira Thomas	Name:	Ginette Harrell
Address:	1700 Lee Hall Drive 304 FHAC Tallahassee, FL 32307	Address:	100 E. Weatherford Ft. Worth, TX 76196
Phone:	(850) 443-9892	Phone:	(850) 251-8839

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

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Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* **No**

Members on this committee must be a resident of Leon County.

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

Signature: *Ms. Antoneia Roe*

The application was electronically sent: 8/1/2019 8:57:27 AM

Antoneia L. Roe, Esq.

3424 Cherokee Ridge Trl ~ Tallahassee, FL 32307
(850) 570-0504 ~ antoneiaroe@gmail.com

BAR ADMISSIONS

State of Florida - Admitted October 2002

EXPERIENCE

Florida A&M University, Tallahassee, Florida

Interim Associate Vice President for Student Affairs and Dean of Students, June 2018 - Present

Assistant Vice President, Student Affairs and Director, Student Conduct and Conflict Resolution, September 2017 – Present

Act in the absence of the Associate Vice President, Student Affairs and Dean of Students. Responsible for the overall direction, administration and leadership of a student-centered team for the following areas within the Division of Student Affairs: Office of Student Conduct and Conflict Resolution; Campus Recreation; FAMU-Educational Research Center for Child Development; University Housing; Diversity and Inclusion. Develop and implement services, activities, and opportunities that enhance the student experience in support of the University's Strategic Plan. Serve as the University's Conduct Officer which includes but is not limited to investigating reports of alleged violations including Title IX related matters; conducting information briefings; adjudicating cases; training faculty, staff and students who serve on administrative hearing panels; educating the University community on the conduct process. Oversee the Admissions Clearance Process for students reporting prior conduct or criminal history when applying for admission to the University. Serve on the University's Assessment and Care Team; Title IX Committee; and Safety Committee.

Associate Dean of Students and Director of Student Conduct and Conflict Resolution, February 2013 – Present

Served as the University's Conduct Officer which includes but is not limited to investigating reports of alleged violations including Title IX related matters; conducting information briefings; adjudicating cases; training faculty, staff and students who serve on administrative hearing panels; educating the University community on the conduct process. Completed dean's certifications, conduct verifications, disciplinary history checks, etc. Created or updated policies and procedures as necessary. Maintained student records in electronic database pursuant to confidentiality provisions of federal and state law. Monitored fiscal resources of the Office. Reviewed and updated the Student Code of Conduct at least bi-annually. Serve on the University's Assessment and Care Team; Title IX Committee; Safety Committee and Admissions Prior Conduct Review Board (Chair) in addition to other conduct and safety related committees as requested. Acted in the absence of the Associate Vice President, Student Affairs and Dean of Students.

Florida Guardian ad Litem Program, Second Judicial Circuit, Tallahassee, Florida
Supervising Attorney, June 2009 – January 2013

Represented the Program in termination of parental rights and dependency actions, including mediation and trial in state courts. Assisted and advised the Circuit Director regarding the implementation of policies and procedures in consultation with the Statewide Guardian ad Litem Office. Supervised Program Attorneys and legal interns, including but not limited to training; monitored litigation skills; evaluated performance; and distributed caseloads. Provided training to Program volunteers and staff concerning the applicable legal

Antoneia L. Roe, Esq.

issues and court procedures. Conducted legal research. Performed other duties as requested by the Circuit Director and/or Chief Legal Counsel.

Department of Children and Families, Children's Legal Services, Tallahassee, Florida **Senior Attorney, April 2008 – June 2009**

Represented the Department in termination of parental rights actions, dependency actions, including mediation and trial in state courts. Prepared and executed legal and social work documents including but not limited to petitions, motions, discovery requests, case plans, predisposition studies, and judicial review social study reports in accordance with established timelines. Interpreted state and federal statutes and regulations relating to dependency and advised Family Safety personnel concerning the application of said laws and regulations. Conducted legal research. Performed other related work with or as directed by the Supervising and/or Managing Attorney.

Florida A&M University - Office of the General Counsel, Tallahassee, Florida

Assistant General Counsel, October 2004 - April 2008

OPS Attorney, July 2004 - September 2004

Represented the University in legal proceedings before various administrative agencies of state government, including the preparation of all pleadings associated. Drafted, reviewed, negotiated and advised all areas of University operations regarding agreements and other instruments of legal character in accordance with University policies and procedures and applicable state and federal law. Reviewed, drafted and participated in the preparation of proposed University rules, regulations, policies, and procedures, including but not limited to the Student Code of Conduct, Student Disciplinary Process and Anti-Hazing. Interpreted state and federal laws, rules and regulations of the Florida Board of Governors and Florida A&M University Board of Trustees and University policies and procedures and advised University officials concerning the application of said laws, rules and regulations. Prepared appellate brief and presented oral argument before the First District Court of Appeals. Prepared legal memoranda and opinions pertaining to matters affecting the operation of the University. Advised and participated in student disciplinary hearings, including the review of proposed orders. Conducted presentations for departments on a range of legal issues, including but not limited to Public Records and Sunshine Law, Hazing, Student Disciplinary matters, and Copyright Infringement. Responded to Public Records Request and Subpoenas received by the University.

Law Clerk, August 2002 - March 2003; October 2003 - July 2004

Reviewed University contracts for compliance with University policies and procedures and applicable Florida law. Conducted legal research through the use of legal reference books and computerized databases. Prepared legal memoranda and opinions regarding various legal issues. Processed Public Records Requests and Subpoenas received by the University.

EDUCATION

University of Miami, Coral Gables, Florida

Juris Doctor, May 2002

Honors: Dean's Scholarship; Florida Education Fund Scholarship; Semi-Finalist in 1L Moot Court Competition; Honor Society of Bar and Gavel - Committee Chair

Activities: Moot Court Board - Advanced Moot Court; Moot Court Board -

Negotiation Competition; Black Law Students Association - Committee Chair

Florida A&M University, Tallahassee, Florida

Bachelor of Science in Political Science, *magna cum laude*, December 1998

GPA: 3.60/4.00

Honors: Dean's List, six of seven semesters; National Dean's List; Golden Key
National Honor Society

Activities: Hatchett Pre-Law Society

PROFESSIONAL AFFILIATIONS

National Association of College and University Attorneys (NACUA)

Association of Student Conduct Administrators (ASCA)

Student Affairs Administrators in Higher Education (NASPA)

National Behavioral Intervention Team Association (NaBITA)

City of Tallahassee Boards & Commissions

Application Form**Profile**

Applications will remain in active files for two years. It is the citizen's responsibility to keep the information on this form current. Please e-mail, call, or write the City Treasurer-Clerk to advise of any changes.

E-mail:

AdvisoryBoards@talgov.com

Mailing Address:

Office of the City Treasurer-Clerk

City of Tallahassee

300 S. Adams St., Box A-32

Tallahassee, FL 32301

Telephone:

850-891-8215

12/21/2018

Date

Jasmine

First Name

Middle Initial

Ali-Mohammed

Last Name

jasmineali@jasmineforleon.com

Email Address

Home: (407) 416-0161

Primary Phone

Home: (850) 778-2907

Alternate Phone

Preferred Mailing Address☒ Home Address

990 W Brevard St #322

Home Address

Suite or Apt

Tallahassee

City

FL

State

32304

Postal Code

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *

☒ No

If you selected "Yes" to the above question regarding exemption from public records disclosure then please select the exempt person's status:

None Selected

Work Address - Address Line 1

Work Address - Address Line 2

Work Address - City

Work Address - State

None Selected

Work Address - Postal Code

Employer

Job Title

Student

Occupation

Which Boards would you like to apply for?

Frenchtown/Southside CRA Advisory Committee: Submitted
Planning Commission/Local Planning Agency: Submitted
Tall-Leon County Comm on Status of Women and Girls: Submitted
Minority, Women and Small Business Enterprise: Submitted

Interests & Experiences

Please provide biographical information about yourself and also include a resume. Identify previous experience on other boards/committees, charitable/community activities and skills or services you could contribute to this board/committee.

Jasmine Ali has a commitment and appreciation for serving others, bridging community divides, and laying the foundation succession planning in the Tallahassee community. A senior at the Florida State University, Ali has served on the executive board of the FSU NAACP for two years as the public relations chair and political action chair. Additionally, Jasmine has interned with the Tallahassee League of Women Voters and assisted in lobbying the city, county, and state. In her spare time, Jasmine serves as a mentor and tutor to young women in the Bond Neighborhood of Tallahassee and Frenchtown. Should Jasmine Ali be appointed to the board, the most underrepresented members of the Tallahassee community will gain an advocate that is innovative, resourceful, and always willing to listen to the needs of all people.

Reference 1 (at least one)

Adner Marcelin (850) 284-9880 122 S Calhoun St Tallahassee, FL 32301

Reference 2

Steve Beasley (850) 556-2911 2610 Pottsdamer St Tallahassee, FL 32310

Reference 3

Representative Jewell Jones (313) 618-2851 P.O. Box 404 Inkster, MI 48141

[Jasmine_Ali_Resume_3.0.docx](#)

Upload a Resume

Florida State University

Education:

In Progress

Degree received

Graduate School Attended

Degree received

Demographics

The City of Tallahassee strives to ensure that all City Boards/Committees are representative of the community's demographic makeup. To assist in this endeavor, please complete the fields regarding ethnicity and gender.

Ethnicity *

☒ African American

Gender *

☒ Female

Question applies to multiple boards

Florida law requires that members of certain boards/committees file a financial disclosure form. Are you willing to file such a form, if required? *

☒ yes

**Identify any potential conflicts of interest that might occur were you to be appointed?
(Please enter None if no conflicts)**

None

Are you a City resident?

☒ Yes ☐ No

Are you a City utility customer?

☐ Yes ☒ No

Are you a City property owner?

☐ Yes ☒ No

Are you a Leon County resident?

☒ Yes ☐ No

Are you a Leon County property owner?

☐ Yes ☒ No

Can you serve a full three-year term?

☒ Yes ☐ No

Can you regularly attend meetings?

☒ Yes ☐ No

None

Schedule Conflicts (Please enter None if no conflicts):

A criminal history information screening may be conducted on the top applicant. If your answers to the questions below do not accurately and completely reflect your criminal history, you may be eliminated from further consideration for the vacancy.

If you are not sure or do not remember what happened in a criminal case(s), please contact the appropriate county, state or federal agency so that you can report accurate information on your criminal history. For other Boards/Committees the nature, severity, and date of the offense(s) in relation to the duties of the position for which you are applying are considered.

(1) Have you ever been convicted of a felony or a first-degree misdemeanor?

☐ Yes ☒ No

(2) Have you ever had the adjudication of guilt withheld for a felony or a first-degree misdemeanor

☐ Yes ☒ No

If you answered "Yes" to one of the above questions, please complete the following information for each felony and/or first-degree misdemeanor involving conviction or adjudication of guilt withheld:

Charge, Date of Disposition, County/State

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

☒ I Agree

Jasmine D. Ali
(850) 778-2907

Email: JasmineAli@JasmineForLeon.com

Current Address:

990 W Brevard St #322
Tallahassee, FL 32304

December 21, 2018

Office of the City Treasurer-Clerk
City of Tallahassee
300 S. Adams St., Box A-32
Tallahassee, FL 32301

To Whom It May Concern,

Please accept this letter and the attached resume as an indication of my sincere interest in filling a vacancy on the Tallahassee-Leon County Planning Commission or Frenchtown/Southside CRA Advisory Committee. I am a political science senior at the Florida State University with a profound passion for creating positive change in my community through advocacy and service. This is just one of many reasons why I enthusiastically welcome the opportunity to utilize my strong communication skills, versatility, and innovative thinking to advance the City of Tallahassee.

As a candidate for public office in the past election cycle, the habits of regularly interacting with strangers, working under extreme pressure, and multitasking were cemented. My leadership and membership in the NAACP, as well as the National Council of Negro Women, have allowed me to unite the Tallahassee community, provide guidance to young people, and advocate for local communities of color. My past internships have yielded a multifaceted perspective to the process of policy making. As a Lobbying Intern with the League of Women Voters, I became familiar with local issues and the various aspects of lobbying. While working as a Legislative Aide in the Michigan House of Representatives, I was able to use my research and writing skills to create community resource guides that were mailed to all constituents in the district. Also, I attended meetings as a surrogate for the Representative and was an instrumental element in gathering useful information, as well as establishing relationships with various special interest groups.

I am eager to work with the City of Tallahassee to improve the quality of life for people in our beloved city and lay the foundation for a brighter future. I will follow up in a week to answer questions you may have or provide additional information. In the meantime, should you have questions, I can be reached at (407)-416-0161 or JasmineAli@JasmineForLeon.com.

With Gratitude,



Jasmine Ali

Jasmine D. Ali
(850) 778-2907

Email: JasmineAli@JasmineForLeon.com

Current Address:

990 W Brevard St #322
Tallahassee, FL 32304

EDUCATION:

Florida State University, Tallahassee, Florida

Bachelor of Science in Political Science

Minoring in Hospitality Management and International Affairs

Expected graduation date: Spring 2019

RELEVANT EXPERIENCE:

Michigan House of Representatives

Legislative Intern

Summer 2017

- Managed Legislative office
- Served as liaison between the representative and constituents; case management
- Assisted in drafting Legislation
- Work closely with special interest groups, labor unions, and community organizations
- Researched and compiled community resource information that was mailed to over 65,000 constituents

League of Women Voters

Lobbying Intern

Spring 2017

- Assisted lobbyist at the local and state level, advocated for the League of Women Voters' Issues
- Reviewing and tracking bills
- Maintained mass communications with League members
- Event planning and set-up

PROJECTS:

Teaching Adults Technology, LLC. (TAT) Founder/CEO

Fall 2016-Present

- TAT, LLC. provides tech education services to adults
- Goal of increasing the employability of older adults, equipping individuals with skills to return to school
- Improving the overall efficiency and quality of life for people through an engaging, personalized curriculum

HONORS AND ACTIVITIES:

- **Tallahassee League of Women Voters**
- **NAACP Executive Board**
- **Mt. Pisgah AME Church, Collegiate**
- **NAACP Executive Board**

Member

Summer 2018-Present

Political Action Chair

Spring 2018-Present

President

Fall 2017-Fall 2018

Press & Publicity Chair

Summer 2016-Spring 2017

- **National Council of Negro Women**

Member

Summer 2015-Present

- **Florida Legislative Black Caucus**

Millennial Bootcamp Participant

Spring 2017

- **Service Leadership Seminar**

Facilitator/Participant

Fall 2015- Fall 2017

SKILLS:

- Understanding and analyzing political data
- Programs: Microsoft Office, Photoshop, Canva
- Graphic design; Production of websites and marketing material
- Social media management

Jasmine D. Ali
(850) 778-2907

Email: JasmineAli@JasmineForLeon.com

Current Address:

990 W Brevard St #322
Tallahassee, FL 32304

- Cold calling

Application Form

Profile

Applications will remain in active files for two years. It is the citizen's responsibility to keep the information on this form current. Please e-mail, call, or write the City Treasurer-Clerk to advise of any changes.

E-mail:

AdvisoryBoards@talgov.com

Mailing Address:

Office of the City Treasurer-Clerk

City of Tallahassee

300 S. Adams St., Box A-32

Tallahassee, FL 32301

Telephone:

850-891-8215

1/30/2019

Date

Bernice

First Name

McMillan

Middle Initial

Last Name

bhluvme1@aol.com

Email Address

Mobile: (850) 408-6672

Primary Phone

Home:

Alternate Phone

Preferred Mailing Address

☒ Home Address

659 Dunn Street

Home Address

Suite or Apt

Tallahassee

City

FL

State

32304

Postal Code

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *

☒ No

If you selected "Yes" to the above question regarding exemption from public records disclosure then please select the exempt person's status:

None Selected

2601 Blair Stone Road

Work Address - Address Line 1

Work Address - Address Line 2

TALLAHASSEE

Work Address - City

Work Address - State

☒ FL

32399

Work Address - Postal Code

Dept of Business & Professional
Regulation

Employer

Training Manager

Job Title

Learning & Development

Occupation

Which Boards would you like to apply for?

Community Improvement Advisory Council: Submitted
Frenchtown/Southside CRA Advisory Committee: Submitted
Planning Commission/Local Planning Agency: Submitted
Tall-Leon County Comm on Status of Women and Girls: Submitted
Minority, Women and Small Business Enterprise: Submitted

Interests & Experiences

Please provide biographical information about yourself and also include a resume. Identify previous experience on other boards/committees, charitable/community activities and skills or services you could contribute to this board/committee.

I am the founder and Co-CEO of a grassroots non-profit 501c3 charitable organization that began in 2006, that provides supportive programs and services to low-income and at-risk individuals. I also co-founded another grassroots community empowerment organization in Utica, NY, in collaboration with Cornell University's community development team. I have received community awards for my volunteering, mentoring and advocating activities, including: 2016 Family of the Year from the Capital Outlook/Tallahassee, Outstanding Woman of the Year-Racial Justice (Utica, NY/YWCA), Accent on Excellence Award (Northland Communications/Utica Observer Dispatch), Mother Lavender Award, Utica, NY, Person of the Year (Cornhill Community for Change), Extra Mile Award (Cornell Cooperative Extension/NY). I am a training manager by profession with over 15 years in the learning and development industry. I have researched, and created curricula in leadership development, social skills, professional development skills, parenting education; and am a 2018 graduate of the Non-Profit Executive Program of Florida State University/Jim Moran Institute for Global Entrepreneurship. Additionally, I have co-authored and copyrighted cognitive-focused Control the Fire! ©2015 anger management curriculum which is a recognized Domain Program by the Program Clearinghouse of the Florida Department of Corrections.

Reference 1 (at least one)

Ms. Albertha Rouise, P: 850-509-5945 - A: 277 Bermuda Rd., Tallahassee, FL 32312

Reference 2

Attorney Felecia S.W. Thomas, P: 850-661-0586 - A: 2712 Summer Meadow Dr. Tallahassee, FL 32303

Reference 3

Margo Rogers, Bureau Chief of Human Resources/DBPR, P: 850-717-1752 - A: 2601 Blair Stone Road, Tallahassee, FL 32399

[ResumeBerniceMcMillan2019.docx](#)

Upload a Resume

Western Governors University

Education:

Bachelor of Science Business
Administration

Degree received

Graduate School Attended

Degree received

Demographics

The City of Tallahassee strives to ensure that all City Boards/Committees are representative of the community's demographic makeup. To assist in this endeavor, please complete the fields regarding ethnicity and gender.

Ethnicity *

☒ African American

Gender *

☒ Female

Question applies to multiple boards

Florida law requires that members of certain boards/committees file a financial disclosure form. Are you willing to file such a form, if required? *

☒ yes

**Identify any potential conflicts of interest that might occur were you to be appointed?
(Please enter None if no conflicts)**

None

Are you a City resident?

☒ Yes ☐ No

Are you a City utility customer?

☒ Yes ☐ No

Are you a City property owner?

☒ Yes ☐ No

Are you a Leon County resident?

☒ Yes ☐ No

Are you a Leon County property owner?

☒ Yes ☐ No

Can you serve a full three-year term?

☒ Yes ☐ No

Can you regularly attend meetings?

☒ Yes ☐ No

None

Schedule Conflicts (Please enter None if no conflicts):

A criminal history information screening may be conducted on the top applicant. If your answers to the questions below do not accurately and completely reflect your criminal history, you may be eliminated from further consideration for the vacancy.

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(1) Have you ever been convicted of a felony or a first-degree misdemeanor?

☒ Yes ☐ No

(2) Have you ever had the adjudication of guilt withheld for a felony or a first-degree misdemeanor

☐ Yes ☒ No

If you answered "Yes" to one of the above questions, please complete the following information for each felony and/or first-degree misdemeanor involving conviction or adjudication of guilt withheld:

Charge, Date of Disposition, County/State

Class A Misdemeanor 135.05, 11/17/1986 in Oneida County/NY. I was 19 and a victim of trafficking, but used this situation to become an advocate for teens and young mothers.

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

☒ I Agree

Bernice McMillan

659 Dunn Street, Tallahassee, Florida 32304 - P: 850-408-6672 E: bhluvme1@aol.com

Professional Summary

Results and action-oriented training manager with a successful track record of overseeing learning and development initiatives in government, human services and corporate environments; 15 years of customer service, 7 years of human services working with at-risk families; and 5 years non-profit management.

Core Skills

□ Mentor/Community Volunteer (15+ years)	□ Behavioral/cognitive skills development
□ Leadership Development/Succession Planning	□ Financial & Budget Management
□ Instructional and Curriculum Design/ADDIE integrations	□ Analysis & reporting, process improvement
□ Learning Management Systems maintenance & reporting	□ Supervise and develop direct reports
□ Teaching, tutoring, mentoring and counseling	□ Proficient computer skills including social media integration

Education and Training

- ✓ **Master of Business Administration** - 2019 Western Governor's University
- ✓ **Bachelor of Science, Business Management** - 2018 Western Governor's University
- ✓ **Non-Profit Executive Program** Graduate - 2018 Florida State University/Jim Moran Institute for Global Entrepreneurship
- ✓ **CompTIA Project Plus Management Certified** - 2016
- ✓ **Ordained Reverend** - 2007 Divine Revelations Ministries, Inc., Corpus Christi, TX

Achievements

- Founded grassroots 501c3 charitable organization, Divine Revelations Ministries, Inc., which has served over 3,000 inmates in classes, mentoring and volunteerism efforts.
- Authored and copyrighted cognitive-focused Control the Fire! ©2015 anger management curriculum which is a recognized Domain Program by the Program Clearinghouse of the Florida Department of Corrections.
- Created and implemented 1st Annual Street Corner Giveaway community event supporting the homeless community and individuals in need.
- Founding member of a grassroots volunteer organization in partnership with Cornell University, through recruitment, event planning and capacity building activities in Utica, New York.
- Created specialized managerial, supervisory, contact agent, personal development/soft skills, and conflict resolution, and ethics curricula for state department to create engaging educational experiences and address mission critical requests.

- Initiated and managed mentor/community volunteer program for state department: coordinated 5 statewide department events, create monthly e-newsletters, employee recognition events and webinars featuring community agencies seeking volunteers/mentors.
- Created Leadership Development Program for department employees including development opportunities for frontline through senior leaders.
- Supervised teams of up to 25 staff members, and currently supervise one direct report.
- Co-host an inspirational radio program on WTAL 1450 AM radio, Tallahassee, Florida
- 2016 – Family of the Year, Capital Outlook, Tallahassee, Florida
- Received several awards for community development and volunteerism, including the Outstanding Woman of the Year-Racial Justice (Utica YWCA), Accent on Excellence Award (Northland Communications/Utica Observer Dispatch), Mother Lavender Award, Person of the Year (Cornhill Community for Change), Extra Mile Award (Cornell Cooperative Extension).

Employment History

Florida Department of Business & Professional Regulation Division of Administration & Financial Management Tallahassee, FL Training Manager 3/4/16-Present

- Manage daily operations of the Training unit by promoting internal and external professional development opportunities for staff across all sites. Offer employee-centered curriculum planning, including developing, implementing and evaluating multiple training projects and providing implementation reports. Accurately managing and monitoring assigned projects while providing leadership and direction to direct reports by disseminating work assignments; coordinating tasks and performing proper follow-up. Meeting internal deadlines, project/task deadlines, and developing annual training plan. Identify milestones, achievements, barriers, and risks related to employee development. Research and identify tools, resources and technologies to enhance staff learning and development. Design, develop and facilitate training materials, courses and seminars (onsite and virtual) to promote improving agency performance. Serves as the department's mentoring/community volunteer coordinator and maintains mentoring web page.

Divine Revelations Ministries, Inc. Co-Chief Executive Officer 2/1/2006-Present

- Provide exceptional services including life-skills coaching, case management, education and job training to inmates, ex-offenders, the homeless and those in hunger-risk. Support Chief Operating Officer with daily operational functions of a 501c3 charitable organization. Coordinate community events including securing volunteers, licenses, equipment, materials, marketing and advertising. Work closely with organizational leadership, including board of directors, to strategically affect the direction of operations. Write grant applications, create promotional materials and provide insightful information to social media, websites and print media to educate the public. Gather data, analyze it and compile it into reports for board members and reporting agencies. Collect and interpret key metrics to determine which programs meet desired outcomes and which ones require further streamlining to be successful. Promote the mission of DRMI to the public with successful community outreach and marketing strategies.

Florida Department of Business & Professional Regulation

Operations Analyst I/Division of Hotels & Restaurants 9/5/2014-1/5/16

- Provide quality external and/or internal customer service by meeting or exceeding the customers' expectations. Perform data entry of the associated documentation into On Base and the Plan Review Database in a timely manner. Perform administrative duties.

Florida Department of Business & Professional Regulation

Regulatory Specialist II 7/14/2014 – 9/5/2014

- Complete data entry, scan and commit batch license renewal applications for hotels, restaurants and elevator operations. Answer incoming prospective/current licensee calls related to licensing procedures, status and requirements.

WALMART Store #4520 (Mahan) Tallahassee, FL

Accounting Office Associate 10/2013 – 7/2014

- Process and maintain currency and checks. Prepare and maintain accounting records, files, transactions and other related documentation. Record and reconcile financial data, track register audits and chargebacks. Report security risks, incorrect or inefficient processes. Answer general store phone line, answering customer and employee calls and directing to appropriate manager/department. Serve as fitting room and sales floor associate.

Consultant 02/2012 – 10/2013 Corpus Christi, TX and Tallahassee, FL

- Provide fiscal management support to community-based agencies including creating financial reports, operational and cash budgets, business and non-profit tax preparation, petty cash funds and cash reconciliation using Microsoft Money, Quicken and Excel. Develop and coach life management skills to community service agencies, clergy, churches, families and individuals, including budgeting and financial integrity workshops. Develop training programs and processes for managing basic/critical life experiences. Support social service agencies through volunteerism.

APAC Customer Service, Incorporated Corpus Christi, TX and Utica, NY

Training & Quality Supervisor 10/2001 - 02/2012

- Reporting directly to the Site Director, developed new and enhanced strategies for improving quality and training processes through management of two departments. Developed agent and management level curriculum, e-learning and job aids. Facilitated training classes, workshops and train-the-trainer for managerial and representative level employees. Developed weekly, monthly and annual training/quality performance reports distributed to 3 sites. Supervise 10 Trainers and 8 Quality Analysts in recruiting and development. Responsible for financial management of cash accounts, supplies/equipment and inventory. Completed weekly financial reports, including petty cash reconciliation. Promoted from Trainer to Senior Trainer to Master Trainer (also Master Trainer certification with Verizon Wireless) to Training Supervisor.

Co-Founder, Cornhill Community for Change, Utica, NY

2001.2006

- Co-founded grassroots volunteer organization in collaboration with Cornell University to address critical needs within an impoverished community in Utica, NY. Community activist activities included grant writing, administration of community-based programs (i.e. Multicultural Arts Program for Children up to 18 years); voter registration, meeting with city, county and state officials regarding

community development and planning initiatives. Organizing community events to empower residents to take pride in their neighborhood. Promoted the development of a neighborhood memorial park and playground for youth.

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

Leon County Board of County Commissioners

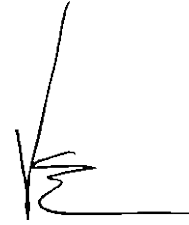
Agenda Item #6

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: 2019 State Aid to Libraries Grant Agreement



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Debra Sears, Library Director
Lead Staff/ Project Team:	Scott Joyner, Administration and Operations Manager

Statement of Issue:

This agenda item seeks the Board's approval of the 2019 State Aid to Libraries Grant Agreement with the Florida Department of State which requires approval of the proposed FY 2020-FY2022 Long-Range Plan and associated documents.

Fiscal Impact:

This item has a fiscal impact. Funding is associated with a grant does not require a County match. The funding for State Aid to Libraries is appropriated annually by the Florida Legislature. Leon County's share is estimated to be \$158,833 and has been included in the FY 2020 budget.

Staff Recommendation:

- Option #1: Approve the 2019 State Aid to Libraries Grant Agreement with the Florida Department of State (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Approve the Library's FY 2020-2022 Long-Range Plan (Attachment #2).
- Option #3: Approve the Certification of Credentials of Single Administrative Head (Attachment #3) and Certification of Hours, Free Library Service, and Access to Material (Attachment #4).

Report and Discussion

Background:

The State Aid to Libraries grant program is essential to the following FY2017-FY2021 5-Year Target:

- *Double the number of downloadable books at the library. (T9)*

This particular 5-Year Target aligns with the Board's Quality of Life Strategic Priority:

- *(Q2) Provide relevant library offerings which promote literacy, lifelong learning, and social equity.*

This agenda item seeks the Board's approval of the 2019 State Aid to Libraries Grant Agreement with the Florida Department of State (Attachment #1), and requires approval of the FY2020-FY2022 plan (Attachment #2), Certification of Credentials of Single Administrative Head (Attachment #3) and Certification of Hours, Free Library Service, and Access to Material (Attachment #4). Florida Statutes requires Board approval of these documents to be eligible for annual state aid. The analysis section of this item will provide more detail regarding the certification requirements.

State Aid supplemental operating funds are awarded by the Florida Legislature through the Florida Department of State, Division of Library and Information Services, to public libraries in Florida who meet the eligibility requirements as detailed in Chapter 257, *Florida Statutes*. The County's public library system has consistently met the State Aid requirements and has received grant funding every year since 1963.

One of the State Aid requirements libraries to develop a 3 to 5 year long-range plan and an annual plan to be filed with the Division of Library Services. The library's governing body, in this case the Leon County Board of County Commissioners, must approve these plans. The current 3-year long-range plan was approved by the Board of County Commissioners at the Sept. 13, 2016 meeting. The approval of the plans and the State Aid to Libraries Grant Agreement are the first steps in the two-part application process which is as follows:

1. The signed Grant Agreement, documents about the library, such as current schedule, prior year budget information, and other establishing documents, are to be submitted before the due date of October 1, 2019.
2. A detailed breakdown of the Library's current budget, the approved Annual Plan for the current fiscal year, and an operating statistical report for FY 2019 are due on December 1, 2019.

In Spring 2019, Leon County Government convened a focus group of stakeholders and community leaders to identify library best practices and innovations in other communities. The focus group conducted on-site visits to five communities with nationally-recognized library systems, to explore how they have identified, strategized, and implemented unique ways to maintain and increase the relevancy of libraries in their community. Focus group members included County staff, representatives from the Knight Creative Communities Institute, as well as representatives from

the Friends of the Library, whose mission is to help support the library to improve and expand services.

Themes emerging from the tours included a broader use of technology for all age groups, for both fun and education, reprioritizing collections and services, working smarter to improve efficient use of limited resources; purposeful community engagement; focus on facilities, including meeting rooms, creative spaces and workplaces for the public; student success in school and enhanced literacy programs; workforce development programs; professional development and redefined roles for staff to facilitate more engagement with patrons and the community at-large; and a variety of diverse programming to support the interests and needs of the community. These and some of the readily adaptable ideas inspired by the tours are reflected in this plan's goals and strategies.

The final report and recommendations from the focus group will be presented to the Board in FY 2020 for further consideration. In considering the ideas and information gathered from the libraries visited on the tours, and subsequent meetings to get community input, strategies in the long-range plan may be modified.

Analysis:

As this is the first year applying for State Aid under the leadership of a new Library Director, the 2019 State Aid to Libraries Grant Agreement requires Board approval of a Certification of Credentials of Single Administrative Head (Attachment #2), showing that the new director has the required education and experience according to State Aid guidelines. A newly established criteria now requires Board approval of the Certification of Hours, Free Library Service, and Access to Material (Attachment #3), to show that the LeRoy Collins Leon County Public Library satisfies all State Aid requirements in these associated areas. Recertifications will not be required with future State Aid Applications unless there are changes in Library leadership (director position only) the hours of operations, free services or access.

The State's requirements for the Library's long-range plan include a three- to five- year planning cycle. The proposed plan aligns with the County's adopted Strategic Initiatives and Targets for the Library.

Options:

1. Approve the 2019 State Aid to Libraries grant agreement with the Florida Department of State and Leon County (Attachment #1) and authorize the County Administrator to execute.
2. Approve the Library's FY 2020-2022 Long Range Plan (Attachment #2).
3. Approve the Certification of Credentials of Single Administrative Head (Attachment #3) and Certification of Hours, Free Library Service, and Access to Material (Attachment #4).
4. Board direction.

Recommendation:

Options #1, #2, and #3

Attachments:

1. 2019 State Aid to Libraries Grant Agreement
2. FY2020-FY2022 Library's Long-Range Plan
3. Certification of Credentials of Single Administrative Head
4. Certification of Hours, Free Library Service, and Access to Material

20-ST-27
Leon County Public Library System

STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Leon County for and on behalf of Leon County Public Library System

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Leon County for and on behalf of Leon County Public Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2019-20 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2017 - September 30, 2018.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2017 through June 30, 2020. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to

Page: 1

be awarded.

Payment 1, Deliverable/Task 1

Payment will be an advance in the amount of 100% of the grant award for the period October 1, 2017 through June 30, 2020.

The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2017 - September 30, 2018;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2017 - September 30, 2018 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2017 to June 30, 2020, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2017) and concludes with the end of the State of Florida's current fiscal year (June 30, 2020).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2017 – September 30, 2018) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State

R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Scott Joyner
Leon County Public Library System
200 West Park Avenue Tallahassee Florida 32301-7720
Phone: 850.606.2614
Email: JoynerS@leoncountyfl.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2019-20 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be an advance in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements,

information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (dated February, 2011), incorporated by reference, which are available online at myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (dated February, 2011) (myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other

records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.
- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is

understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - a) Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 - b) Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of April 2019)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2019-20 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee: **Department of State**

By: _____ By: _____
Chair of Governing Body or Chief Executive Officer

Typed name and title

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida
Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Typed name and title

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2019-20 State Aid to Libraries Final Grants

LeRoy Collins Leon County Public Library System

Long-Range Plan for Library Service, FY 2020-2022

Introduction

Our public library system is a free and open community resource for personal enrichment, recreation, and lifelong learning. Library staffs strive to effectively serve users by anticipating needs and interests of citizens; by providing friendly, professional customer service; and by providing quality services, programs, resources, and library materials. In offering access to all, the library provides opportunity to all.

To meet the needs of residents, services and materials are provided at a main library, six branch libraries, and via outreach services to selected senior residential communities, as well as online. Through the library's web site, users can locate and download e-books, audiobooks and videos; renew and request library materials; ask for information or research assistance via e-mail or the "Ask a Librarian" live chat service; and use online subscription databases. Children's programs support literacy development, creativity and socialization, while programs for adults provide a myriad of lifelong learning opportunities.

Leon County's libraries continue to provide new and innovative services and programs including the Seed Library, the Library Lecture Series, lending programs for mobile hotspots and telescopes, virtual reality gaming systems, as well as thousands of downloadable e-books, audio books, and movies. However, in Leon County and communities across the nation, circulation of fixed format materials is declining while downloads of digital content and interest in interactive library programming is on the rise.

Over the last three years in Leon County, downloads of digital content has increased by 81% and attendance at Library programs has increased by almost 20%. Patrons are also seeking more meeting and quiet spaces. Study rooms are increasingly needed for individual study, online test taking and tutorials, job interviews via webcams, and tutoring. Additionally, there is growing demand to use the Library's meeting rooms as gathering spaces for events and programs. In 2018 alone, the library system's 10 meetings rooms were reserved for over 3,300 meetings hosted by a diverse group of community organizations. This is a 62% increase in reservations since 2016.

These trends make it necessary to reassess how the physical space within our libraries is being utilized, and to prepare for the future roles our libraries will play in residents' lives.

In Spring 2019, Leon County Government convened a focus group of stakeholders and community leaders to identify library best practices and innovations in other communities. The focus group conducted on-site visits to five communities with nationally-recognized library systems, to explore how they have identified, strategized, and implemented unique ways to maintain and increase the relevancy of libraries in the community. Focus group

members included Leon County staff, representatives from the Knight Creative Communities Institute, as well as representatives from the Friends of the Library, whose mission is to help support the library to improve and expand services.

Themes emerging from the tours included a broader use of technology for all age groups, for both fun and education, reprioritizing collections and services, working smarter to improve efficient use of limited resources; purposeful community engagement; focus on facilities, including meeting rooms, creative spaces and workplaces for the public; student success in school and enhanced literacy programs; workforce development programs; professional development and redefined roles for staff to facilitate more engagement with patrons and the community at-large; and a variety of diverse programming to support the interests and needs of the community. These and some of the readily adaptable ideas inspired by the tours are reflected in this plan's goals and strategies.

The final report and recommendations from the focus group will be presented to the Board of County Commissioners for further consideration. In considering ideas and information gathered from the libraries visited on the tours, and subsequent meetings to get community input, strategies in this plan may be modified. Annual plans with established measures of success will be developed for each of the years encompassed by this document.

Public libraries must make a difference in the lives of the people who use them and a difference in the community as a whole. Through pursuit of our vision and mission, the LeRoy Collins Leon County Public Library System will play a vital role in the continued growth and success of our community.

Vision

Our community discovers the joy of reading, the energy of ideas and the power of information together in the Library.

Mission

The LeRoy Collins Leon County Public Library System enriches the community by inspiring a love of reading, providing a dynamic resource for creative and intellectual pursuits, and enabling residents to live a life of learning.

Goal 1: Reimagine the library and its roles in the community

Through participative and inclusive processes, the library's new and continuing roles are determined, communicated and demonstrated to the community.

Strategies:

- 1.1 Recommendations from the final libraries tour report and existing data which identifies community needs provide a framework for priorities and initiatives.
- 1.2 Listening Sessions gather stakeholder input, expanding insights and direction.
- 1.3 Annual plans with actionable and measurable activities are developed and shared with the community through a variety of communication and outreach strategies.

Goal 2: Help our community learn, grow and succeed

The library supports learning, creativity, discovery and success through programs, services and partnerships.

Strategies:

- 2.1 Through community outreach and partnerships, identify and respond to interests and needs of Leon County citizens.
- 2.2 Provide resources, activities and facilities to support literacy, life skills and workforce development, and individual success.
- 2.3 Support academic success by partnering with schools, providing guided homework help at libraries, and enriching youth with STEM and STEAM activities.
- 2.4 Offer programming to foster and support creativity, self-expression and fun.

Goal 3: Improve the user experience

Create ways to make it more convenient and enjoyable to interact with the library.

Strategies:

- 3.1 Offer online library card registration.
- 3.2 Explore new methods of service delivery.
- 3.3 Replace the outdated "Patron Rights and Responsibilities" policy with a simplified "Code of Conduct".

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials

The Leon County, governing body for the Leon County Public Library System hereby certifies that the following statements are true for the time period October 1, 2017 through June 30, 2020:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

9/24/2019

Date

Jimbo Jackson
Name (Typed)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Driver's Education Program Agreement with Leon County Schools for Fiscal Year 2020



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Teresa Broxton, Director, Office of Intervention and Detention Alternatives

Statement of Issue:

This item seeks Board approval to allocate the County's Dori Slosberg Driver Education funds to the Leon County Schools for driver's education. The County contracts annually with Leon County Schools to improve traffic safety in Leon County by supporting driver education and "behind-the-wheel" training schools.

Fiscal Impact:

This item has a fiscal impact. The FY 2020 budget includes \$84,835 to support driver education programs. These funds were collected in accordance with County Ordinance No. 02-20, which allows for a \$3.00 assessment on each civil traffic penalty collected in Leon County to be dedicated to support driver education programs.

Staff Recommendation:

- Option #1: Approve the Agreement with Leon County Schools for Fiscal Year 2020 Leon County Expanded Driver's Education Program (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Accept the Leon County School's Summary Report for School Year 2019 and Dori Slosberg Fund Proposals for School Year 2020 (Attachment #2).

Report and Discussion

Background:

This item seeks Board approval to allocate the County's Dori Slosberg Driver Education funds to the Leon County Schools for driver's education. The County contracts annually with Leon County Schools to improve traffic safety in Leon County by supporting driver education and "behind-the-wheel" training in schools. An agreement outlining the terms and conditions of the LCSB's use of the FY 202 Dori Slosberg funds is included as Attachment #1.

Pursuant to Section 318.1215, Florida Statutes, The Dori Slosberg Driver Education Safety Act, on September 24, 2002 the Board adopted Ordinance No. 02-20 providing for the collection of an additional \$3.00 with each civil traffic penalty in Leon County, effective October 1, 2002. The purpose of the additional funds is to enhance driver's education programs in public and non-public schools. Driver education programs receiving the funds must require a minimum of 30% of a student's time in the program to be behind-the-wheel training.

The Board has contracted with Leon County School Board (LCSB) for expanded driver's education services since FY 2003. The following analysis provides a summary report of how FY 2018 funds were used for the driver's education training in the 2018/2019 school year as well as LCSB's goals and anticipated use of new funds in the 2019/2020 school year (Attachment #2).

Analysis:

Summary Report for FY 2019 from Leon County Schools

During FY 2019, Leon County awarded Leon County Schools \$84,835 from the FY 2018 Dori Slosberg funds for driver's education instruction and behind-the-wheel training. Leon County Schools used the money to employ one full-time on-the-road instructor who rotated daily among the five public high schools (Chiles, Godby, Leon, Lincoln, and Rickards) providing driving instruction and training. A total of 592 students received on-the-road driving training. As a result of the instruction and training, the Florida Department of Motor Vehicles granted operator license waivers to 570 students, 96% of those who participated in on-the-road instruction. Each student received a minimum of 65 minutes of on-the-road instruction in addition to classroom instruction.

Proposed Use of Funds for FY 2020 Contract

A total of \$84,835 is available through the Dori Slosberg Driver's Education funds for Leon County School's 2020 Driver's Education Program. Like last year, Leon County Schools has proposed to continue using the funds to employ one full-time certified driver's education program instructor. The full-time employee will assist with on-the-road driving training at five of the public high schools: Chiles, Godby, Leon, Lincoln, and Rickards. Additionally, the funding will provide for one driver's education instructor on an hourly "as needed" basis for two-week summer driver training programs that will be offered at four of the public high schools: Godby, Leon, Lincoln, and Rickards.

As in previous years, Leon County Schools has proposed to utilize the funds to purchase materials for the students' on-the-road driving experiences, maintenance and repair the driver's education vehicles, and if feasible to purchase a new vehicle(s) for the program. Leon County Schools maintain 16 vehicles in its fleet for driver education and training. The program administrator has reported that the vehicles' odometers have a recorded average of 67,000 miles and require regular basic maintenance such as oil changes and tire replacements. However, the most notable deterioration of the vehicles is to the driver's door handles and seats due to the frequency with which students enter and exit the vehicles.

In addition to the funding received from the County's Dori Slosberg Driver Education fund, the LCSB allocates \$10,000 annually to the Drivers Education program for maintenance and repair of the vehicles. These funds are expended prior to using the Dori Slosberg Driver Education funds for maintenance services. The 2018-2019 Summary Report reflects the driver's education program has a fund balance of \$17,808 which was carried forward from previous fiscal years and will be used to assist with the purchase of a new vehicle(s).

Options:

1. Approve the Agreement with Leon County Schools for the Fiscal Year 2020 Expanded Driver's Education Program (Attachment #1) and authorize the County Administrator to execute.
2. Accept the Leon County School's Summary Report for School Year 2018/2019 and Dori Slosberg Fund Proposals for FY 2020 (Attachment #2).
3. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Fiscal Year 2020 Leon County Expanded Driver's Education Agreement
2. Leon County School Board 2018/2019 Summary Report and 2019/2020 Dori Slosberg Fund Proposals

Fiscal Year 2019/2020 Leon County Expanded Driver's Education Agreement

This Agreement dated this 24th day of September, 2019, by and between LEON COUNTY ("County"), a political subdivision of the State of Florida, and LEON COUNTY SCHOOL BOARD, hereinafter referred to as the "School Board."

WHEREAS, the County has identified the need to further the provision of driver's education for Leon County citizens; and

WHEREAS, the County adopted Ordinance #2002-20 on September 24, 2002, providing for an additional \$3.00 civil traffic penalty to fund traffic education programs in public and non-public schools; and

WHEREAS, the County has recommended funding to the Leon County School Board, as set forth in this document; and

NOW THEREFORE, for and in consideration of the following, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: Clients to be Served.

Eligibility for services under this Agreement shall be limited to residents of Leon County. Proof of residency shall be established by the School Board and documentation of residency shall be maintained by the School Board. Funding from this program shall be made available for driver education programs in both public and non-public schools.

Section 2: Services to be Offered by School Board.

Funds shall primarily be used to fund the salary for one full-time position to provide behind-the-wheel instruction for driver education programming on a daily basis. This position shall provide instruction in all participating schools and shall be dedicated solely to the instruction of the driver education program and associated duties. Remaining budgeted funds may be used for the maintenance of the School Board's fleet of vehicles used for driver education instruction and to purchase classroom driver education materials.

Section 3: Budget.

At the Board of County Commissioners' regular meeting held on September 24, 2019, the Board approved the allocation of \$84,835 to the School Board for the 2019/2020 school year to provide driver education instruction pursuant to Ordinance No. 02-20. Notwithstanding the aforementioned, the performance of the County's obligations under this Agreement shall be subject and contingent upon the availability of such lawfully expendable funds.

Section 4: Payment.

No later than October 14, 2019, the County shall remit payment to the Leon County School Board in the amount of \$84,835.00.

Section 5: Reports.

The School Board shall submit a comprehensive final (annual) report to the County that provides a detailed summary of all expenditures made and the clients served utilizing the funds remitted to the School Board pursuant to this Agreement. This annual report shall detail the outcomes experienced from this program and the volume and types of services performed in the reporting year. This report shall be due to the County Administrator or his designee by July 1, 2020.

Section 6: Audits, Records, and Records Retention.

The School Board agrees:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with the generally accepted accounting procedures and practices, which is 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, time sheets, 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 used based on the terms of this Agreement.

C. Upon completion or termination of the Agreement and at the request of the County, the School Board will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section 6, paragraph B, 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, as well as federal auditors, pursuant to 45 C.F.R., Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

G. IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Leon County Office of Intervention and Detention Alternatives
Attn: Teresa Broxton, Director
501 Appleyard Drive
Tallahassee, FL 32304
(850) 606-5600
BroxtonT@leoncountyfl.gov

Section 7: Monitoring.

The School Board agrees:

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

B. Following any such evaluation by the County, the County will deliver to the School Board 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 School Board will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The School Board's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the School Board being deemed in breach or default of this contract; (b) the withholding of payments to the School Board by the County; and, (c) the termination of this Agreement for cause.

Section 8: Termination.

A. The County may terminate this Agreement without cause, by giving the School Board thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give the School Board such thirty (30) day written notice if, in the sole opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing notice of termination to the School Board.

B. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the School Board or due to the discovery of noncompliance with any item detailed within this Agreement.

Section 9: Liability Limitation.

Each party hereto agrees that it shall be responsible for the negligent or wrongful acts or omissions of its employees in accordance with Florida law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Florida law, including Section 768.28, Florida Statutes.

Section 10: 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 School Board to deviate from the requirements of the Agreement, School Board shall obtain the prior written consent of the County. The parties agree to renegotiate if amendments to this Agreement become necessary in order to comply with applicable laws, regulations, or amendments to applicable laws or regulations.

Section 11: Construction.

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

Section 12: Status.

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

Section 13: Assignments.

This Agreement shall not be assigned, in whole or part, without the prior written consent of the County, nor shall the School Board assign any monies due or to become due to it hereunder without the prior written consent of the County.

Section 14: Public Entity Crimes Certification.

The School Board hereby certifies, pursuant to §287.133, Florida Statutes, that neither the School Board nor its agents have been convicted of a public entity crime. Violation by the School Board or its agents of §287.133, Florida Statutes, shall be grounds for cancellation of this Agreement by Leon County.

Section 15: Dori Slosberg Driver Education Safety Act Compliance Statement.

The School Board hereby certifies that it shall comply with provisions of §318.1215, Florida Statutes (2019) requiring that at least thirty percent (30%) of students' instruction time during the invoice period was utilized for behind-the-wheel training.

Section 16: School Board's Responsibility.

It shall be the sole responsibility of the School Board to comply with all applicable Federal, State, County and City statutes, codes, ordinances, rules and regulations in the performance of the School Board's obligations under this Agreement.

Section 17: Term.

This Agreement shall commence upon full execution hereof, and terminate on August 10, 2020, unless terminated sooner pursuant to the provisions of Section 8 herein.

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

**SCHOOL BOARD OF LEON COUNTY,
FLORIDA**

ATTESTED BY:
Clerk for the School Board of Leon County,
Florida

By: _____
Its Chair

By: _____

Date: _____

APPROVED AS TO FORM:
Attorney for the School Board of Leon County,
Florida

By: _____

LEON COUNTY, FLORIDA

ATTESTED BY:
Gwen Marshall, Clerk of the Court and Comptroller

By: _____
Vincent S. Long
Leon County Administrator

By: _____
Gwen Marshall, Clerk

Date: _____

APPROVED AS TO FORM:
County Attorney's Office

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

2019-2020 Dori Slosberg Fund Proposals

Leon County Schools Goals:

1. Leon County Schools will employ 1 full time certified driver's education instructor. This employee will conduct on the road driving experiences at (5) public high schools.
2. We will use Slosberg funds to assist with the up-keep and maintenance of the current fleet of driver education vehicles.
3. We will purchase additional materials for student on the road driving experiences. We will purchase as many materials as funding will allow.

2018-2019 Summary Report

Summary of Expenditures:

Leon County Board of Commissioners awarded Leon County Schools \$84,835.00 from the Dori Slosberg funds for behind the wheel driver's education instruction. Leon County used these funds to hire (1) one full-time on the road driving instructor to rotate on a daily basis among five (5) public high schools (Chiles, Godby, Leon, Lincoln, Rickards) and one driver's education instructor on an hourly as needed basis during the summer. These funds were also used to purchase needed materials for instruction, and to assist with vehicle maintenance.

Expenditures are as follows:

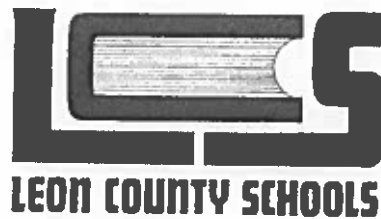
• Teachers annual salary (including benefits)	\$65,369.75
• Teachers salary (hourly as needed)	\$4,350.00
• Vehicle maintenance and repairs	\$27,998.00
• Fund Balance from 2018-19	\$17,808.00

Program Evaluation:

- Students at (5) five public high Schools received on the road driving experiences from a certified driver's education instructor.
- A total of 592 students benefited from on the road driving experiences.
- Operator license waivers were assigned to 570 qualified student drivers.
- 96% of the students that experienced on the road driving instruction received a Department of Motor Vehicle operator's license waiver.
- Each student received an average of 65 minutes of on the road driving time.

BOARD CHAIR
Rosanne Wood

BOARD VICE CHAIR
DeeDee Rasmussen



BOARD MEMBERS
Georgia "Joy" Bowen
Darryl Jones
Alva Swafford Striplin

SUPERINTENDENT
Rocky Hanna

July 15, 2019

Honorable Jimbo Jackson
Chairman, Board of County Commissioners
301 South Monroe Street
Tallahassee, FL 32301

Dear Chairman Jackson,

Leon County Schools is very appreciative of the partnership with the Board of County Commissioners with regard to the Dori Slosberg funds. The behind the wheel driving experiences that our students have enjoyed over the past fifteen years has been invaluable.

Enclosed you will find a summary report for the 2018-2019 school year, including all expenditures and results of the program. At this time the Leon County School Board is requesting 100% funding of the Dori Slosberg fund. We have also included a proposal for the 2019-2020 school year.

The Leon County School Board appreciated the continued support from the Board of County Commissioners. Together we provide a necessary and important experience for the young drivers in Leon County.

Sincerely,

Rocky Hanna
Superintendent of Schools

2757 West Pensacola Street • Tallahassee, Florida 32304-2998 • Phone (850) 487-7110 • Fax (850) 414-5194 •

www.leonschools.net

"The Leon County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, or genetic information."

Building the Future Together

**Leon County
Board of County Commissioners
Notes for Agenda Item #8**

Leon County Board of County Commissioners


Agenda Item #8

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Program and Funding Agreements with the Council on Culture and Arts



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Kerri Post, Director, Division of Tourism Development
Lead Staff/ Project Team:	Nicki Paden, Management Analyst

Statement of Issue:

This item seeks Board approval of a one-year program funding Agreement with the Council on Cultural Arts (COCA) to continue its implementation of the Cultural Plan and administering cultural grant programs through FY 2020. In addition, this item seeks Board approval of a separate Agreement with COCA specifically governing the ¼ cent of Tourist Development Tax collected in FY 2019 to be allocated in FY 2020 for the final grant cycle of the Facilities Matching Grant Program.

Fiscal Impact:

This item has a fiscal impact. Adequate funding is available in the County's tentative budget. The one-year program and funding Agreement with COCA would include \$150,000 from general revenue and one-cent of Tourist Development Tax for an estimated total of \$1.43 million. In addition, FY 2019 ¼ cent Tourist Development Tax collections (approximately \$292,000) and carry forwards from unspent collections from prior Facilities Matching Grant Program funding cycles (approximately \$200,982) will be available to COCA to award in FY 2020.

Staff Recommendation:

- Option #1: Approve the one-year Program and Cultural Grant Funding Agreement with COCA for FY 2020 to include \$150,000 from general revenue and one-cent of Tourist Development Taxes (Attachment #1).
- Option #2: Approve the Facilities Matching Grant Funding Agreement with COCA governing the ¼ cent of Tourist Development Tax collected in FY 2019 to be allocated in FY 2020 for the Facilities Matching Grant Program (Attachment #2).

Report and Discussion

Background:

The County's continued support of COCA's cultural grant programs through the upcoming fiscal year is essential to the following FY2017-FY2021 Strategic Plan Bold Goal to:

- *Grow the five-year tourism economy to \$5 billion. (BG1)*

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- *(EC4) Grow our tourism economy, its diversity, competitiveness and economic impact.*

During the June 18, 2019 Budget Workshop, the Board authorized the County Administrator to execute a one-year agreement with COCA to continue its implementation of the Cultural Plan and administering cultural grant programs through FY 2020. As a result of the Board discussion regarding the terms of the agreement, the County Administrator indicated that he would bring back the agreement(s) for consideration at a September 2019 Board meeting.

The County's current agreement with COCA expires on September 30, 2019. This item seeks Board approval of two agreements related to COCA. The first is a one-year program and grant funding agreement with COCA to continue its implementation of the Cultural Plan and administering cultural grant programs through FY 2020 (Attachment #1). The second agreement fulfills the final year of the County's five-year commitment to support eligible cultural organizations to make capital improvements through the Cultural Facilities Matching Grant Program (Attachment #2).

On October 1, 2014, the County entered into a five-year agreement with COCA dedicating one-cent of Tourist Development Tax (TDT) to support the implementation of the Community Cultural Plan through the Cultural Grant Programs and an additional ¼ cent of TDT to support the Cultural Facilities Matching Grant Program. The ¼ cent of TDT is collected over the entirety of a fiscal year and made available to COCA for regranting at the beginning of the following year. In FY 2019 the County set aside the final year of the ¼ cent TDT to be allocated to COCA after October 1st however a new agreement is needed to administer and provide oversight of these public funds beyond the September 30, 2019 expiration of the current agreement.

Analysis:

Each year, Leon County Government utilizes TDT revenues generated from transient lodging sales to promote Leon County as a visitor destination. The Leon County Division of Tourism's budget, as approved by the Board each year, is comprised entirely of TDT revenues and includes funding for grant programs to support events designed to draw visitors to Leon County. In addition to the competitive grant programs administered through the Division of Tourism, TDT revenues have been annually dedicated to COCA for the administration of grant programs in support of local cultural arts programs and activities.

The County's commitment of a full one-cent of TDT rather than a fixed dollar amount has significantly increased the County's annual contribution to COCA as a result of year-over-year

growth in tourism tax revenue, which has been regranted through COCA's cultural programmatic grants supporting various culture, arts, and heritage organizations in Leon County. In addition, the County's five-year commitment of the ¼ cent TDT totaling nearly \$1.4 million since FY 2015 has not only met, but exceeded, the capital needs for cultural organizations. Unable to award all the funding in prior grant cycles, COCA has carried forward unawarded grant funds and, with the Board's approval, shifted a portion of these funds to cultural programmatic grants.

At the Annual Retreat on December 10, 2018, the Board directed staff to schedule a presentation by COCA on recent and planned process improvements for the cultural regranting programs. At that time, the Board directed staff to prepare an agenda item for a subsequent meeting following the COCA presentation providing an evaluation of alternatives for administering cultural grants. On March 12, 2019, following a presentation from COCA's Interim Executive Director, Amanda Thompson, the Board tabled the agenda item to evaluate alternative structures for administering cultural grants for one year to be brought back in Spring of 2020 following the hire and transition of COCA's new Executive Director. Since that time, a presentation from the newly-hired Executive Director, Ms. Kathleen Spehar, has been scheduled for the November 12th Board Meeting.

Given the Board's recent guidance to table the discussion on alternative structures for administering cultural grants until Spring 2020, staff sought authorization to enter into a one-year program and funding agreement with COCA during the June 18, 2019 Budget Workshop (Attachment #3). The Board authorized a one-year agreement maintaining the same operational and programmatic funding levels for COCA to continue its implementation of the Cultural Plan and administering cultural grant programs through the upcoming fiscal year. Consistent with this direction, this item seeks approval of a one-year program and funding agreement with COCA for FY 2020 providing an estimated \$1.43 million for COCA, consisting of \$150,000 in general revenue and an estimated \$1.28 million from the one-cent of TDT. This item also seeks approval of a separate agreement with COCA governing the ¼ cent TDT collected in FY 2019 for the Facilities Matching Grant Program to be re-granted to eligible cultural organizations in FY 2020.

This proposed Agreement provides for the continued implementation of the Cultural Plan and for the purposes of sub-granting and marketing awards to individual local cultural and arts organizations, marketing materials, and supporting COCA's administrative costs. COCA programming will include developmental services to artists/cultural organizations, educational services for the classroom and kids' programs, and culturally-specific marketing services. A new element of the agreement outlines the strategic partnership activities between COCA and the Division of Tourism, including increased collaboration on the continuing implementation of the Cultural Plan pertaining to cultural tourism marketing and the development of a shared online grant portal.

The proposed FY 2020 Program and Cultural Grant Funding Agreement with COCA does not extend the County's collection of the ¼ cent TDT for COCA. However, to satisfy the final year of the County's five-year commitment to provide grant funding for the capital improvement needs of cultural organizations, this item seeks approval of a separate agreement with COCA governing the ¼ cent TDT collected in FY 2019 for the Facilities Matching Grant Program to be regranted to eligible cultural organizations in FY 2020.

The proposed FY 2020 Cultural Facilities Funding Matching Grant Agreement is for three years and outlines COCA's obligations for managing the final grant cycle for the Cultural Facilities Matching Grant Program offering 1:1 matching grants for arts, cultural and heritage organizations capital improvements, consistent with the authorized uses set forth in Section 125.0104(5)(a), Florida Statutes. Based on the grant guidelines providing adequate time for cultural organizations to make improvements, the three-year agreement enables the grant recipients to complete construction activities.

Consistent with the recommendation presented in the June 18th budget discussion item, these agreements will extend COCA's implementation of the Cultural Plan and cultural programming grants through FY 2020 along with the management and administration for the final grant cycle of the Cultural Facilities Matching Grant Program.

Options:

1. Approve the one-year Program and Cultural Grant Funding Agreement with COCA for FY 2020 to include \$150,000 from general revenue and one-cent of Tourist Development Taxes (Attachment #1).
2. Approve the Facilities Matching Grant Funding Agreement with COCA governing the ¼ cent of Tourist Development Tax collected in FY 2019 to be allocated in FY 2020 for the Facilities Matching Grant Program (Attachment #2).
3. Do not approve the one-year agreements with COCA for FY 2020.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Program and Cultural Grant Funding Agreement
2. Cultural Facilities Matching Grant Funding Agreement
3. June 18, 2019 Budget Workshop Item

ONE YEAR GRANT FUNDING AGREEMENT

This Grant Funding Agreement (hereinafter "Agreement"), is made and entered into this ____ day of October 2019, by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida, (hereinafter the "County") and the Council on Culture and Arts, Inc., a Florida not-for-profit corporation (hereinafter the "Grantee"), collectively, the "Parties".

RECITALS

WHEREAS, on December 9, 2014, the County amended its Interlocal Agreement with the City and CRA to release the County from its prior commitment of TDT funds to construct a performing arts center and, in turn, reallocate annual TDT revenue to support COCA's mission to serve the community in the realm of arts and promote tourism in the county. This resulted in a five-year agreement with COCA whereby the County would dedicate one-cent of the TDT to support implementation of the Cultural Plan through the Cultural Grant Program and an additional ¼ cent of the TDT to support the Cultural Facilities Matching Grants Program; and

WHEREAS, the Grantee has presented the County with a proposal, identifying the community service activities, as well as those persons responsible for overseeing and assuring delivery of those services, to implement the grant funding provided herein; and

WHEREAS, the County, by and through its Board of Commissioners, at its Regular Meeting held on the 24th date of September, 2019, approved a one year funding agreement to include disbursement of one cent of Tourist Development Taxes out of the County's Tourist Development 5-Cent Fund (TDT) and \$150,000 out of the County's General Fund for the purposes of sub-granting and marketing awards to individual local cultural and arts organizations, assisting with operational costs, marketing materials, and for providing support of overhead costs for the Cultural Tourism Grant Program; and

WHEREAS, the County and the Grantee wish by this Agreement to reduce their intentions to writing to provide for the obligations of the County in regard to providing the grant funds identified herein and the obligations of the Grantee to provide the services set forth herein, and to more fully delineate the agreement reached between the Parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged hereby, the Parties do agree as follows:

I. Recitals. The Recitals to this Agreement are incorporated herein and made a part hereof as if fully set forth below.

II. Effective Date and Term. This Agreement shall commence on October 1, 2019, and shall end at midnight, local time in Tallahassee, Florida, on September 30, 2020. This Agreement shall be subject to one year.

III. Services to be Provided.

- A. The Grantee shall provide the activities, functions, and services (“Services”) necessary to continue their implementation of the Cultural Plan and cultural programming grants through FY 2020, as the identified person or persons responsible for overseeing and assuring that those services would be delivered. A copy of the current Cultural Plan is attached hereto as Exhibit A, and made a part hereof, as if fully set forth below.
- B. The Services to be provided by the Grantee shall include:
1. Services to artists, cultural heritage organizations and the general public, including one-on-one or group consulting, workshops and webinars in all aspects business management, grant writing & fund development; marketing, publicity and promotion; social media; communication & outreach to arts, culture & heritage community to populate content for COCA calendar, weekly eblasts & newsletter; maintain online artist directory; development and maintain relationships with community organizations and businesses to provide cross-promotional and cross-training opportunities to the sector. Additional requests will be addressed based on community demand and resource availability.
 2. Educational services include COCA’s arts & education newsletter; directories for COCA for the Classroom & COCA for Kids outside activities for Kids; curriculum development; internships. Additional requests will be addressed based on community demand and resource availability.
 3. Culturally-specific marketing services include content generation in articles, features, highlights, photos, and video for the Tallahassee Democrat “TLH” Sunday section features & artful questions; maintain COCA’s website; manage COCA calendar; create weekly COCA eblasts & newsletter; maintain MoreThanYouTought.com & newsletter; Additional requests will be addressed based on community demand and resource availability.
 4. Granting services include creating, implementing and managing current grant programs (Cultural Grant Program & Cultural Tourism Marketing, with Cultural Facilities Matching Grant Program under a separate agreement); creating and updating guidelines; panelist recruitment and training; grants facilitation training; organization and facilitation of grant panel meetings; applicant and grantee communication; facilitation of the grants approval process with the COCA board and Tourist Development Council (TDC); post-award management of grant compliance and fund distribution; receipt, review and evaluation of interim and final reports. Additional

requests will be addressed based on community demand and resource availability.

5. Facilities services include providing meeting space availability in an access-compliant space to the arts, cultural, heritage communities & general public; and maintain a listing of spaces available to artists & local arts, cultural, heritage organizations.
- C. The services to be provided by the Grantee shall also include operational functions of COCA and implementation of the Cultural Plan, attached hereto as Exhibit A, and made a part hereof as if fully set forth below.
- D. Strategic partnership activities with the Leon County Division of Tourism/Visit Tallahassee shall include:
 1. Collaboration on the elements of the Cultural Plan including monthly leadership meetings, development of arts and culture co-op advertising plan, conducting a tourism marketing workshop to grantees/cultural organizations, collaboration on the websites/calendars and the upcoming destination app, and marketing materials for arts, culture & heritage organizations (including online media training guides, itineraries/tours, sample marketing and social media plans.)
 2. Collaboration and development of an online Grant portal for increased efficiency and effectiveness management of both Tourism and Cultural grant programs.
- E. Grantee shall be responsible for all expenses associated with the performance and delivery of Services required by this Agreement.
- F. Grantee shall comply with all applicable laws, ordinances and regulations governing its operation and in the provision of the Services herein required and the expenditure of funds herein granted.

IV. Grant Funds Amount, Distribution and Use.

- A. Grant Funds Amount:
 1. The County agrees to provide to Grantee an amount not to exceed one (1) cent of the five (5) cent Tourist Development Tax imposed by the County for one year, for Services further described in Section III.B., herein, and collected during the current Fiscal Year. A Fiscal Year is defined as consisting of the dates October 1 – September 30.
 - a. The funds comprising one (1) cent of the Tourist Development Tax shall be available for the use by the Grantee in accordance with subsection B.1.a.

2. The County agrees to provide Grantee an amount of One Hundred Fifty Thousand Dollars (\$150,000.00) from its General Revenue Fund in accord with subsection B.2. for use by the Grantee for Services related to its operational expenses and implementation of the Cultural Plan, as further described in Section III.C., herein.

B. Distribution:

1. The Grantee shall receive a disbursement of funds from the Tourist Development Tax fund in the amount of one (1) cent of the five (5) cent Tourist Development Tax based upon the amount collected during the current Fiscal Year, in the following manner:
 - a. The Grantee shall receive funds comprising one (1) cent of the five (5) cent Tourist Development Tax collected, and made in quarterly payments, in arrears, of twenty-five (25%) percent of the amount described herein to occur not later than February 1, May 1, August 1, and November 1 for one year. Receipt of such funds is contingent upon an appropriate invoice, Mid-Year report, and Annual report provided to and approved by the County.
2. The Grantee shall receive a disbursement of funds from the County in the amount of \$150,000.00, and such disbursement will occur by October 30, 2019.
3. The Grantee shall submit a FY20 organizational budget, which shall identify revenue sources and delineate Grantee's plan for the expenditure of funds contemplated by this Agreement, not later than October 15, 2019.

C. Restrictive Uses:

1. Funds received by the Grantee pursuant to this Agreement shall only be used for those purposes set forth herein. Failure to do so may result in the County exercising its right to seek any available remedies at law or in equity.
2. Expenditures relating to the Capital Area Cultural Plan and Cultural Grant Programs, utilizing Tourist Development Tax (TDT) revenues shall be consistent with the authorized uses set forth in section 125.0104(5)(a), Florida Statutes, and the requirements of Resolution R15-12 of the Board of County Commissioners, attached hereto as Exhibit B, and incorporated herein as if fully set forth below.
 - a. Per 125.0104(5)(a), Florida Statutes, expenditures must be utilized to promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the

activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

3. Funds shall be deemed misused when the Grantee does not fully comply with the terms governing the use of such funds, in accordance with the provisions of this Agreement. The Grantee hereby agrees to repay to the County any and all misused funds within fifteen (15) days of delivery of notice of misuse of funds to the Grantee by the County. Misuse of such funds shall be deemed a material breach of this Agreement and grounds for termination thereof.
- D. Return of Unused Funds: Upon expiration of this Agreement, any unused funds must be spent in accordance with the terms of this Agreement, within 180 days thereof, or returned to the County. Upon termination of this Agreement, any unused funds shall be returned to the County within 15 days of the date thereof. Failure to do so may result in the County exercising its right to seek any available remedies at law or in equity.
- E. The County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment as set forth herein to the Grantee at any time and for any reason.

V. Audits, Records and Reports.

- A. Grantee acknowledges and agrees the County reserves the right to conduct financial and program monitoring, as well as the right to perform an audit of the Grantee's records. An audit by the County shall encompass an examination of all financial transactions, all accounts, and all reports, as well as an evaluation of compliance with the terms and conditions of this Agreement. The County reserves the right to inspect all records and conduct audits to ensure both program and fiscal compliance and shall provide written notice of any findings and proposed corrective action, if any, to the Grantee. The Grantee agrees to comply and cooperate immediately with any inspections, reviews, investigations, or audits, when deemed necessary by the County.
- B. Grantee agrees to submit a Mid-Year and Annual report to the County detailing Grantees activities, sub-granting, and use of grant funds. The Annual report shall be submitted to the County by October 15, and the Mid-Year report shall be submitted to the County by April 15 and shall be in a format as prescribed by the County. The Mid-Year and Annual reports shall detail how funds were spent and the results of Grantee's efforts, and shall, at a minimum, include data on sub-granting, marketing awards to individual local cultural and arts organizations, operational costs, overhead costs for the Cultural Tourist grant program, and follow-up information on civic/not-for-profit organizations receiving assistance from the Grantee in previous

years. The Grantee shall also provide the County with an annual financial audit for the term of this agreement and a report of all expenditures for the term of this agreement, documenting the details of each expenditure made and Service provided hereunder as part of its Annual report. Grantee shall provide the Leon County Office of Financial Stewardship and Leon County Division of Tourism, for their review, a copy of any audit it has had performed.

- C. Grantee agrees to maintain and keep any and all records necessary to substantiate the expenditure of funds consistent with Services set out in this Agreement. The Grantee shall use an accounting system that meets generally accepted accounting principles. The Grantee shall be required to establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this Agreement. This includes the retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement. If an audit has been initiated, and audit findings have not been resolved at the end of six (6) year period, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the County. Records shall be retained for longer periods when the retention period required by law exceeds the time frames required by this Agreement.
- D. Upon demand, at no additional cost to the County, Grantee shall facilitate the duplication and transfer of any records or documents during the required retention period, and shall ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County. Grantee also agrees to produce all records requested by the County for its determination that monies distributed by the County are being spent in accordance with this Agreement, at no additional cost to the County.

VI. Public Records.

With regard to the Public Records, the Grantee shall:

- A. Keep and maintain those records that ordinarily and necessarily would be required by the County in order to perform the Services under this Agreement, hereinafter “public records”.
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost to the public as set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements, are not disclosed, except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Grantee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Kerri Post
315 South Calhoun Street, Suite 540
Tallahassee, FL 32301
850-606-2300
postk@leoncountyfl.gov

VII. Personnel, Subcontracting and Sub-granting.

- A. The Grantee represents that it has and will maintain adequate staffing to carry out the Services to be provided under this Agreement. Such employees shall not be employees of the County or have any contractual relationship with the County.
- B. All Services required hereunder will be performed by the Grantee and all personnel engaged in the performance of work or Services shall be fully qualified and properly authorized under appropriate state and local laws to perform such Services.
- C. Any of the work or Services to be performed under this Agreement which are subcontracted by the Grantee shall be set forth and described with sufficient particularity and included in the Mid-Year and Annual Report required to be submitted by the Grantee in accordance with Section V. B.
- D. The Grantee shall require all recipients of sub-granting awards paid out to individual organizations to enter into and fully execute and be bound by a Sub-Grant Agreement.

VIII. Reporting and Notices.

- A. Upon execution of the Agreement, the Grantee will provide in writing, the Grantee staff member who will be responsible for the submission of all Grantee reports to the County for the administration of this Agreement.
- B. All reports must be submitted electronically to Kerri L. Post, Director, at postk@leoncountyfl.gov. All other related correspondence may be submitted to:

Kerri L Post, Director
Leon County Division of Tourism
315 South Calhoun Street, Suite 540
Tallahassee, FL 32301

- C. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Grantee: Kathleen Spehar, Executive Director
Council on Culture and Arts
816 S. Martin Luther King Jr. Blvd
Tallahassee, FL 32301

Notice to the COUNTY: Kerri L. Post, Director
Leon County Division of Tourism
315 South Calhoun Street, Suite 540
Tallahassee, FL 32301

IX. Termination.

- A. This Agreement may be terminated by either Party, without cause, upon not less than 30 calendar days' notice in writing to the other Party, unless a sooner time is mutually agreed upon in writing by the Parties.
- B. This Agreement may be terminated immediately by either Party, for cause, upon written notice to the other Party.
- C. In the event that funds for payment pursuant to this Agreement become unavailable or inadequate, the County may terminate this Agreement upon not less than 10 days' notice in writing to the Grantee. The County shall be the final authority as to the availability and/or adequacy of funds. In the event of termination of this Agreement, the Grantee will be compensated

only for any work performed under this Agreement which has been satisfactorily completed.

- D. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. Failure to have performed any contractual obligations in the Agreement in a manner satisfactory to the County shall be deemed sufficient cause for termination. The provisions herein do not limit the County's right to any other available remedies at law or in equity.

X. General Provisions.

- A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.
- B. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- C. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
- D. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- E. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
- F. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.
- G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- H. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- I. Public Bodies. It is expressly understood between the Parties that the County is a political subdivision of the State of Florida. Nothing contained

herein shall be construed as a waiver or relinquishment by the County to claim such exemptions, privileges or immunities as may be provided to that Party by law.

- J. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- K. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.
- L. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
- M. Revision. In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for the Grantee to deviate from the requirements of this Agreement, the Grantee shall obtain the prior written consent of the County.
- N. Publicity. Without limitation, the Grantee and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or Services provided by the Grantee have been approved or endorsed by Leon County or refer to the existence of this Agreement in press releases, advertising or materials distributed by the Grantee to its respective customers.
- O. Public Entity Crime. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of a public entity crime to transact business with Leon County: when a person or affiliate has been placed on the convicted vendor list following a conviction for public entity crime, he/she may not submit a bid on a contract to provide any goods or Services to a public entity, may not submit a bid on

a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category two, for a period of 36 months from the date of being placed on the convicted vendor list.

- P. Civil Rights Requirements. The Grantee shall not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, or sex. The Grantee further agrees that all subcontractors or others with whom it arranges to provide Services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex. The Grantee shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990.
- Q. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.
- R. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.
- S. Indemnity. The Grantee agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Grantee, its delegates, employees and agents, arising out of or under this Agreement, including a reasonable attorney's fees. The County may, at its sole option, defend itself or require the Grantee to provide the defense. The Grantee acknowledges that ten dollars (\$10.00) of the amount paid to the Grantee is sufficient consideration of the Grantee's indemnification of the County.
- T. Dispute Resolution.
1. All disputes arising under or relating to this Agreement shall be resolved in accordance with the provisions of this Section. A

“dispute” shall be understood to mean any conflict or controversy, and may be an assertion of a right, claim, or demand by any Party, met by contrary claims or allegations by the other Party.

2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 - b. Both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both Parties, then such resolution shall be reduced to writing.
 - c. If the Parties are unable to reconcile the dispute to the mutual satisfaction of both Parties, then such impasse shall be reported by the County to the County Administrator.
 - d. The County Administrator, who is charged with deciding the ultimate outcome of the dispute, shall reduce the decision in writing and furnish a copy to both Parties within fifteen (15) business days of notification of the dispute. The decision rendered by the County Administrator shall be final and binding on the Parties.

U. Agency. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the Parties hereto, or as constituting either Party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any Party that the Grantee and County are partners or that Grantee is the agent or representative of the County.

V. Sovereign Immunity.

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County under section 768.28, Florida Statutes.

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

LEON COUNTY, FLORIDA

COUNCIL ON CULTURE AND ARTS

BY: _____
Vincent S. Long, County Administrator

By: _____
As Its: _____
Date _____

DATE: _____

Attest: _____
As Its: _____

ATTEST:
Gwendolyn Marshall
Clerk & Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

City of Tallahassee/Leon County
Cultural Plan Review Committee

Capital Area Cultural Plan





*"Painting by Karl Zerbe from
LeMoyne Center for the Visual
Arts Permanent Collection"*

Zerbe

CITY OF TALLAHASSEE/LEON COUNTY
Cultural Plan Review Committee
CAPITAL AREA CULTURAL PLAN

JANUARY 2014

“During its year of work, The Cultural Plan Review Committee reached out to our community to hear and learn how the original cultural plan worked for them and what changes could be made to make a new plan be successful. This new cultural plan reflects the current state of culture, heritage and arts in the capital area and asks our elected officials in both City and County for strong commitments to support arts and heritage efforts in our community”.

*Kelly Dozier, Chair
Cultural Plan Review Committee*



This plan was unanimously approved by a December 16, 2013
vote of the Cultural Plan Review Committee.



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South Side **ARTS** Complex

THE ROLE AND BENEFITS OF ARTS AND CULTURE IN OUR COMMUNITY

The importance that Committee Members place on the arts industry and its significance to Tallahassee is demonstrated in the countless volunteer hours that have been invested in this process as well as the time, talent and treasure each member has personally provided to organizations of their choice.

Each and every member of the Cultural Plan Review Committee would like to offer their voice to the chorus of support for the importance of arts, culture and heritage which results in our community's sense of place and contributes greatly to economic development. The intrinsic value may not be easy to quantify but the impact our arts community offers is clearly proportional to quality of life experiences. It takes resources and planning to document metrics that link events, attractions, educational outreach, ties to business and family relocations but it only takes a glance at a community calendar to know that **this** community values the arts.

To place appropriate emphasis on the measurable value of arts to any community, we offer the December 5, 2013 findings of the U.S. Bureau of Economic Analysis and National Endowment for the Arts as stated in a press release on the Impact of Arts include:

- 3.2% or \$504 billion of current gross domestic product is attributable to the arts
- U.S. Travel and Tourism is an additional 2.8%
- The positive value of arts and culture has been understood on a human level for a millennia
- The impact can be measured
- Arts commodities include advertising and education

- During the recession the arts suffered more than the overall economy
- In 2011 the production of arts and cultural goods employed more than two (2) million workers and generated more than \$289.5 billion of employee compensation

Major community initiatives that included Richard Florida's Creative Class concepts that resulted in the Knight Creative Class Initiative (KCCI) and the recent IMAGINE TALLAHASSEE effort, individually and collectively confirmed the importance of achieving greatness as a community and the role that arts, culture and quality of life experiences play in fulfilling that role. These efforts addressed the concepts of community "brain drain," building on existing resources and creating new collaborations. Sustainable Tallahassee and the Tallahassee Film Festival were two outcomes of KCCI efforts. The initiatives resulted in building a sense of place with "Get Gaines Going" and Cascades Park as two examples. It is very clear that people of all ages believe that art, culture and heritage are critical to developing the character of our community and achieving "Greatness".

If our community adopts and implements a revised cultural plan that includes annual accountability and modifications, we can ensure that we will maintain our respected leadership position in K-college education, keep and attract new residents, create jobs, increase quality of life experiences and build tourism. Increased tourism will result in increased bed tax funds, a principal element of current and future cultural funding.



SUPPORT OF ARTS AND CULTURE IN OUR COMMUNITY

During a time when almost every municipality in the state of Florida reduced or eliminated funding for arts and culture, the elected leaders of Leon County and the City of Tallahassee demonstrated their commitment to the value of culture, arts and heritage experiences with unwaivering and unanimous support. That support is symbolic that culture is part of the very fiber of our community, creating character and offering value for every district of our city and county.

The Cultural Plan Review Committee would like to commend and thank the Leon County Board of County Commissioners as well as the Mayor and City of Tallahassee Commission for their collective leadership to establish the Cultural Plan Review Committee a group of diverse and interested citizens dedicated to providing direction for arts, culture and heritage planning for the benefit of our residents and visitors.

The Cultural Plan Review Committee (CPRC) understands the importance of their recommendations representing the interests of the entire community. Efforts to ensure that the diverse population segments were heard were essential to the process, knowing it would result in strength and vitality for our cultural region.

Cultural Plan Review Committee members' life experiences span seven decades and included important representation from generations defined as "baby boomers," "Generation X," "Generation Y," and "Millenials." Professional experiences and backgrounds included artists, a young professional, corporate officers, small business owners, educators, tourism professionals, representatives of higher education, community volunteers, non-profit executives, a former legislator, media and

marketing professionals, banking and finance, as well as representation from The Council on Culture and Arts. Ethnic representation was also diverse and was additionally complimented by the concerted effort to meet with community stakeholders representing many ethnic groups each serving important demographic sectors.

The report contains some new ideas and a different perspective on some significant elements of the former plan, which was adopted in 2003. The differences are not critical of the original work. In fact, the accomplishments of the first plan are commendable and many elements of that plan continue to serve our community well today. However, there have been many changes in our community over the span of a decade. Some have had great impact on local cultural organizations including the ability to fundraise, meet financial objectives or continue as a sustainable entity.

The findings of the Cultural Plan Review Committee are the result of careful consideration for the impact of the recent financial recession and demographic shifts in populations. Examples include efforts to keep a highly educated workforce in our community (recent college graduates) and our ability to attract an affluent and educated retiree population (Choose Tallahassee) The Committee's recommendations were greatly influenced by the input of leading community organizations that include, but are not limited to: The Tourist Development Council, The Greater Tallahassee Chamber of Commerce, The Capital Chamber of Commerce, Big Bend Minority Chamber of Commerce, Leon County Economic Development Council, The Leon County Public Schools, Florida State University, Florida A&M University, Tallahassee Community

College, as well as the many arts, cultural and heritage organizations that serve our region.

These important community stakeholders and many others participated in the process by serving as members of the Committee, responding to written surveys, through interviews, e-mails, and by attending meetings. There were more than 100 meetings that were publically noticed, providing opportunity for input from any interested party.



CULTURAL PLAN REVIEW COMMITTEE APPOINTEES:

Marc Bauer	Kelly Simmons Dozier	Jan Sheffield
Althemese Barnes	Christopher Heacox	Bailey Vochastzer
Chucha Barber	Terrence Hinson	Bart Wells
Betsy Couch	Rebecca Lutz	Mayda Williams
Berneice Cox	Anne Mackenzie	Michelle Wilson
Russell Daws	Marion McGee	Rosanne Wood
Karen Wendland Dix	Audra Pittman	
Kevin Doar	Jill Sandler	

CITY OF TALLAHASSEE STAFF ASSISTING THE COMMITTEE:

Michael Parker, Director, Economic & Community Development

Wanda Milton Whitehead, MPA, CPM, Assistant Director, Economic & Community Development

Hetal H. Desai, Assistant City Attorney

Wendy Gray, Public Workshop Facilitator

Mack Rush, Coordinator of Special Projects, Economic & Community Development (Retired)

Deborah L. Craig, Administrative Specialist I, Economic & Community Development

Michele McGee, Administrative Specialist I, Economic & Community Development Department

Jacqueline Riggins, Administrative Specialist II, Economic & Community Development Department

Carol Shirkey, Administrative Specialist III, Economic & Community Development Department

Frank Dietrich, Urban Design Mapping & Graphics Specialist, Tallahassee-Leon County Planning Department



APPROACH AND PROCESS OF THE REVIEW AND RECOMMENDATIONS

Seeking to engage citizens in the planning process and bring an independent perspective to the examination of the existing cultural plan, current programs, and future initiatives, as well as the role of COCA in providing arts and cultural leadership, the Leon County Commission and the Tallahassee City Commission created the 18-member Cultural Plan Review Committee in October 2012. The Committee held its first meeting on Dec. 10, 2012.

The Cultural Plan Review Committee was charged with the responsibility to review the original plan, assess the status of the plan and its implementation, determine what portion of the plan might need to be updated or omitted based on changes that had occurred since its creation and to provide recommendations for modifications to the plan objectives.

Specific areas members were asked to address included:

- How to raise additional funds for arts, culture and heritage communities
- What are the immediate facility needs for arts and cultural organizations in the community and provide specific recommendations to meet those needs recognizing the fiscal limitation of public funding
- How to elevate awareness of arts, cultural and heritage organizations in the community to local and regional audiences
- How can the arts, cultural and heritage communities work more closely with the educational institutions and public and private sectors

Members of the Committee unanimously selected Kelly Dozier to be the Chair and

Audra Pittman to be Vice-chair at the first committee meeting. Each members' areas of interest and expertise were also discussed. It became obvious that to achieve the objectives, members of the Committee would need to work on specific and unique segments of the plan. The original Plan's six (6) objectives became the basis for the sub-committees.

At the second meeting, Chairs for the subcommittees were appointed by the Committee Chair and Vice-Chair and members of each subcommittee were appointed to sub-committees based on their interests and experience. It was agreed that any member could attend any subcommittee meeting and that all members would have the opportunity to discuss and contribute to the recommendations of any subcommittee findings.

The sub-committees began with their respective and detailed review of each of the original Plan's six objectives that correlated to that committee. This process spanned more than six months with each committee laboring to provide both review and recommendations.

Due to the overlap of interests and to consolidate resources ultimately, four of the sub-committees were combined into two. It was impossible to separate recommendations for Marketing and Economic Development as it was to separate recommendations for Facilities and Finance. The interrelationships between



the objectives and the recommendations resulted in four final sub-committees.

Having met and deliberated for over a year, the Committee is excited to submit this update to the current cultural plan. We have engaged our community over the course of this past year. We have held numerous meetings throughout Leon County and Tallahassee, listened to hours of public testimony, exchanged ideas, discussed options, explored a sampling of current offerings, met with the COCA Board and distilled it into a set of recommendations covering four key areas—Education, Economic Development and Marketing, Facilities and Funding, and Plan Implementation/COCA.

This plan is intended to be a living plan, one that is flexible and responsive to trends and aspirations within Tallahassee and Leon County. It reflects a vision and a deep-seated commitment by our leaders and residents to accelerate the growth of creative opportunity throughout the region. It recognizes the contributions the arts, culture and heritage make to economic development and education of our community.

This plan includes numerous recommendations. While these are an important first step, implementation is the most important next step. We recognize that success will require continued leadership from the Leon County Commission and the Tallahassee City Commission. COCA has a critical role in implementation. As detailed in the recommendation (Plan Implementation/COCA) they are essential to that process working in cooperation and collaboration with other community stakeholders. Not all aspects of implementation have been allocated to a particular individual or organization as funding priorities and funding availability will determine how best implementation strategies can be realized. It is clear, and the Committee would like to emphasize, that it will take all

stakeholders to implement and execute the plan including strong advocacy resources.

The Committee respectfully requests that you accept this plan, and that through your local arts agency—COCA—and its strategic planning process and current programming, the proposals that are within your control are integrated into our existing cultural plan, programs and offerings as resources permit.

Setting priorities among many competing proposals within the plan will be a critical component and require a strategic roadmap. The Committee has not prioritized the recommendations in any particular order and has not assigned a cost to these initiatives. It is our intention that COCA, as your local arts agency, working on your behalf, at your direction will have the opportunity to lead the prioritization of the recommendations in tandem with the further development of their strategic plan. The Cultural Plan Advisory Committee and COCA will co-host a workshop to take the important next step of establishing those priorities. The workshop and future meetings will consider implementation requirements, explore associated financial resources and needs, and work towards incorporating recommendations that are within the control of the county and city into a strategic plan developed and approved by the COCA Board. This can be implemented in phases as resources allow, beginning with the fiscal year 2014/2015.

Finally, the Committee recommends that you also appoint a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives in this plan, exchange ideas and identify additional strategies for expanding arts, cultural and heritage opportunities.

The Committee is unanimous in its belief that we have a vibrant art, cultural and heritage community that must be maintained and strengthened. The successful future of our community is directly proportional to quality of life experiences that attract and keep residents and grow successful businesses. Art means business and the business of protecting and growing our arts community must remain a critical priority for all stakeholders especially the men and women who are elected and charged with the trust placed in them for this important purpose. The Committee would like to express gratitude for the support provided to-date, including the opportunity to share a collective voice about the rewards of our current and future art, culture and heritage offerings.





THE CULTURAL PLAN REVIEW COMMITTEE CONTRIBUTING MEMBERS

Kelly Simmons Dozier, Committee Chair
Funding & Facilities and Plan Implementation
Subcommittee Member
City Commission Appointee
Senior Vice President/Chief Community
Officer, Mad Dog Construction

Dr. Audra Pittman, Committee Vice-Chair
Education Subcommittee Member
City Commission Appointee
Artist/Professor, Savannah College of Arts & Design

Chucha Barber, Facilities Subcommittee Chair
County Commission Appointee
Principal, Chucha Barber Productions

Betsy Couch, Education Subcommittee Chair
Knight Creative Community Initiative Appointee
Adjunct Professor, Florida State University

Berneice Cox, Economic Development and Marketing
Subcommittee Chair
County Commission Appointee
President and CEO, The Bacall Group

Christopher Heacox, Plan Implementation
Subcommittee Chair
County Commission Appointee
Executive Director, Seven Days of Opening Nights, FSU

Jan Sheffield, Funding Subcommittee Chair
Economic Development Commission Appointee
Chief of Staff, First Commerce Credit Union

Marc Bauer, Marketing Subcommittee Chair
(12/12 – 6/13)
Tallahassee Tourist Development Council Appointee
Former Managing Partner, Hunter+Harp Hospitality

Karen Wendland Dix, Facilities Subcommittee Chair
(12/12-6/13)
City Commission Appointee
Marketing and PR Consultant/Arts Volunteer

Althemese Barnes, Funding and Facilities
Subcommittee Member
Heritage Organization Representative
Executive Director, John G. Riley House and Museum

Russell Daws, Funding and Facilities
Subcommittee Member
County Commission Appointee
Executive Director, Tallahassee Museum

Kevin Doar, Funding and Facilities
Subcommittee Member
City Commission Appointee to replace Karen
Wendland Dix President, Theatre Tallahassee Board
of Directors
Auditor, Florida Department of Transportation

Rebecca Lutz, Economic Development and Marketing
Subcommittee Member
City Commission Appointee
Multimedia News Editor, Tallahassee
Democrat/Tallahassee.com

Anne Mackenzie, Economic Development and
Marketing Subcommittee Member
COCA Appointee
Member, Florida House of Representatives (retired)

Jill Sandler, Education Subcommittee Member
Tallahassee Active Lifelong Learning/Leadership
Tallahassee Appointee
Member, City of Tallahassee Senior
Citizen Advisory Board

Bart Wells, Economic Development and Marketing
Subcommittee Member
Leadership Tallahassee Appointee
Executive Vice President, Sperry and Associates

Mayda Williams, Plan Implementation Subcommittee
(12/12-8/13)
Greater Tallahassee Chamber of Commerce Appointee
Founder, Target Copy, Community Volunteer

Rosanne Wood, Economic Development and
Marketing Subcommittee Member
COCA Appointee (7/13-9/13 Filling in for
Anne Mackenzie)
Founding Principal, SAIL High School

THE GOALS OF OUR CULTURAL PLAN

ECONOMIC DEVELOPMENT & MARKETING

Position and market the arts, culture and heritage as a strategic partner of Tallahassee/Leon County economic development efforts. This shall be achieved through public and private funding for arts, arts organizations and cultural assets.

EDUCATION

Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community. This effort recognizes the importance of expanding current education-related initiatives and implementing new opportunities.

FUNDING & FACILITIES

Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities, but will give priority to existing organizations.

PLAN IMPLEMENTATION

The Council on Culture and Arts for Tallahassee/Leon County (COCA) will realize its mission as the local arts agency representing culture, arts, and heritage for ALL in Tallahassee and Leon County through grant-making, advocacy, marketing, and education.

“When Winston Churchill was asked to cut arts funding in favour of the war effort, he simply replied, “then what are we fighting for?”



ECONOMIC DEVELOPMENT AND MARKETING

GOAL

Position and market the arts, culture and heritage as a strategic partner of Tallahassee/Leon County economic development efforts. This shall be achieved through public and private funding for arts, arts organizations and cultural assets.

FINDINGS

Investing in arts, culture and heritage in Tallahassee/Leon County is yielding substantial economic benefits. The arts community is an industry that supports jobs, local businesses, tourism, and generates government revenue. Spending by arts and culture organizations and their audiences totaled \$74.6 million in Tallahassee/Leon County during 2008. (2009 Arts and Economic Prosperity in Tallahassee Report – Americans for the Arts).

Arts, culture and heritage enhances the quality of life and serves as an integral part of regional economic development. Every segment of our community deserves the benefit of great art, culture, and heritage experiences, which also make our area an exciting place to live, learn, work and visit. Businesses planning to relocate consider arts, culture and heritage when assessing quality of life for their employees. Arts, culture and heritage also develop a community identity and provide the community with a sense of collective pride, which will attract a dynamic workforce and businesses.

Opportunities exist for a collaborative relationship between COCA, Leon County Tourist Development (Visit Tallahassee), Greater Tallahassee Chamber of Commerce, Big Bend Minority Chamber of Commerce and the Economic Development Council, and other groups.

COCA has partnered with United Partners for Human Services and The North Florida Community Foundation to provide a series of workshops on best business practices for non-profits. To assist its members, COCA publicizes Leadership Tallahassee's Building Better Boards program.

Merchant account services were established as a way to assist individual artists and small businesses make additional sales using this COCA resource.

Arts, culture and heritage should be valued as vital contributors to Tallahassee/Leon County's character, quality of life and economy. Individual artists, as well as arts, culture and heritage organizations, represent potential for small business development that contributes to the overall economic vitality of Tallahassee and the surrounding communities.

"As part of our overall evaluation of where to site our new Operations Center, quality of life for our employees was clearly a factor. As home to one of the country's largest universities, Tallahassee offers a rich cultural and arts community that we greatly value."

Kaye Scholer Chief of Operations Jeff Hunter, who spearheaded the search

RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

1. Create a unified marketing and advertising campaign for promoting Tallahassee and the Capital Area as a cultural hub.

- Establish a steering committee including representatives from COCA, Greater Tallahassee Chamber of Commerce, Big Bend Minority Chamber of Commerce, Leon County Tourist Development(Visit Tallahassee), Leon County, City of Tallahassee, Florida State University, Florida A&M University and Tallahassee Community College to work together on this effort. The collective assets of each of these institutions create a synergy which will allow our community to speak with a strong and common voice.
- Each organization will appoint one representative to the steering committee. Each organization will contribute toward the funds required for the advertising campaign. This marketing campaign will be used by the organizations represented on the steering committee to provide a cohesive message.

2. Support a Trolley system and transportation linkages to further connect the districts with cultural components, which have been and are being developed throughout Tallahassee. Examples include: Midtown, Frenchtown, Downtown, Cascades Park, Southside, College Town, Gaines Street, The Market District and others.

- Providing accessible public transportation options will facilitate and encourage participation and attendance in our cultural districts.
- Encourage City and CRA to continue funding the trolley system/transportation linkages.

3. City of Tallahassee and Leon County should continue to identify and support districts with cultural components by providing appropriate wayfinding, parking opportunities and transportation links for ease of accessibility to arts, culture and heritage entities.

- Funding should continue to be provided by the City and the CRA.

4. In order to improve the business skills of arts and culture executives, COCA will continue to provide training workshops to assist artists and arts/cultural organizations in ways to implement effective business practices

- To facilitate this effort, COCA should partner with business organizations such as the Economic Development Council's Entrepreneurial Excellence Program and the Jim Moran Institute and others that become available.

5. COCA should continue to collaborate with Leon County Tourist Development(Visit Tallahassee) to promote local heritage and cultural destinations. COCA and Visit Tallahassee should continue their efforts to combine their events calendar and create a mobile user-friendly website as well as an app for smart phone users to easily access the information. Information should be presented in a professional and attractive format.

- Create a centralized location for calendar of events.
- COCA, Visit Tallahassee, City and County funds should be used to support this project.

6. Leon County Tourist Development(Visit Tallahassee) should continue to market Tallahassee as a “location site” for the film industry, as an economic driver, in cooperation with the FSU Film School, The Film Society, Florida A&M Journalism/Film Program, TCC Film Program, the Tallahassee Film Festival and other film oriented organizations.

- Visit Tallahassee should create a list of location sites for Tallahassee and Leon County. As funding resources become available, Visit Tallahassee should work with the City of Tallahassee, Leon County and the State to position Tallahassee as a location site.

7. Every three years, COCA should use real data collected through an economic impact report to provide current information on the economic impact of arts and culture in our community. (Refer to #9 of the Operations/Implementation)

- City and Leon County should provide funds for this report.

8. Increase the concept of community arts liaisons including the expansion of the existing arts liaisons program of the Economic Development Council to include leaders of the arts community in an effort to be proactive and look for economic development opportunities that may present themselves as a result of cultural and heritage events in our community.

- Identify decision makers and influencers that are participating in our many cultural and arts events and facilitate the proactive development of relationships between them and local economic development leaders.
- Establish a business oriented liaison between COCA, the Chambers of Commerce and the Economic Development Council to serve on the appropriate committee.

9. Working with the City of Tallahassee Police Department and others involved in Festival permitting and planning, COCA should create a guide and checklist for event or festival planning and hold workshops to assist those interested in creating new events or sustaining existing events in our community.

- To assist event and festival planners in organizing and sustaining events through understanding best practices, permits needed, and where to find resources, etc.
- The guide and checklist will be posted on COCA's website. Workshops would be held based on interest or requests.

10. COCA should develop an annual marketing and communications plan that includes an analysis and determination of its brand, strategic messages, target audiences, the best media channels to reach those audiences and quantifiable goals to determine the efficacy of its marketing strategies.

- COCA's marketing efforts would be organized under the umbrella of a strategic marketing plan that communicates its brand and mission to the public, to key community stakeholders and to culture, heritage and arts organizations. The efficacy of this plan would be evaluated annually by monitoring key indicators, such as, but not limited to, online page views, social media engagement, media placement, e-mail opens, responses to direct mail, event attendance, etc.

11. COCA to work alongside Leon County Tourist Development (Visit Tallahassee) and other organizations to help identify and promote destination defining events which help define the brand and spotlight arts, culture and heritage.

- Maintain open lines of communication and collaboration between COCA

and Visit Tallahassee to ensure that the region's destination defining events are being advertised and promoted in the best way possible.

- COCA staff and Visit Tallahassee staff would meet at least quarterly to discuss upcoming events and to strategize ways to promote and market them within Tallahassee and outside the region.

12. COCA will work with Leon County Tourist Development (Visit Tallahassee) and local businesses, arts organizations and hoteliers to package arts, culture and heritage resources wherever possible and practical to expand the geographic footprint and reach of our local offerings beyond our community.

- COCA will continue to work with Visit Tallahassee and local businesses, arts organizations and hoteliers to disseminate information regarding our many art and cultural offerings using tools such as in-house hotel TV channel, destination maps, and cultural events magazine and other marketing efforts whenever possible.

“As Chairman of the Oklahoma Chamber of Commerce, I visited almost every city and town in the state. There is a visible difference in places with an active cultural community. I see people looking for places to park, stores staying open late, and restaurants packed with customers. The business day is extended and the cash registers are ringing.”

*Ken Fergeson
Chairman and CEO, NBanC*

*Past President, American
Bankers Association*





EDUCATION

GOAL:

Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community.

FINDINGS:

- One can learn in and about arts, culture and heritage during school programs as well as through their exposure in the community and at home.
- Research has proven that children with access to art, culture and heritage programs tend to score better on standardized tests, have increased graduation rates and many more positive benefits.
 - ✓ A report by the Arts Education Partnership (2002) revealed that schoolchildren exposed to drama, music and dance are often more proficient at reading, writing and math.
 - ✓ “The empirical classroom experience of arts integration subjectively suggests that carefully structured arts-based pedagogy can improve students’ learning and academic experiences, resulting in demonstrably positive outcomes that include deeper engagement in subject matter and better retention of content; greater emotional involvement in the learning process and deeper social awareness; and the ability to apply principles across disciplines.” – From “Neuroeducation: Learning, Arts and the Brain,” by Johns Hopkins researchers findings.
- Arts education is important because: “1) the arts transform the learning environment; 2) the arts reach students who are not

otherwise being reached; 3) the arts reach students in ways they are not otherwise being reached; 4) the arts connect students to themselves and each other; and 5) the arts provide new challenges for those students already considered successful.” – Champions for Change

- Cultural, heritage and artistic experiences are key in the community.

- Tallahassee is host to a variety of art, culture and heritage organizations where education is central to their mission – from the Challenger Learning Center, Riley House Museum and Tallahassee Museum to Mission San Luis and the Tallahassee Senior Center for the Arts.

- Tallahassee is rich in cultural opportunities, but the community as a whole is not aware of all the offerings.
- Currently, there is not an over-arching network of arts and heritage education providers that spans from home-schools, private schools, LCS and the Universities.
- Funding for arts and heritage education programs has decreased at the state level.
- In the past, several local cultural organizations historically had benefit of funding from LCS. This had come in the

“As a lifetime educator, I have witnessed time and time again what a difference it makes when a student is part of an arts program. For some, it may be the only thing that motivates them to do well in school. Ensuring that every student has that opportunity is a priority for us.”
Superintendent Jackie Pons

Art, culture and heritage education can happen anywhere and everywhere at any age and setting.

form of a designated line item funding for services or, in some instances, funds to pay for a Leon County School District employee to work at the institution. The reason there were variables is, for example, when a teacher was assigned to the Challenger Learning Center, they were still in the state employee retirement system.

If a teacher were assigned to The Brogan Museum, that institution could not offer those benefits so the value was paid to the institution for staff, in lieu of assigning a permanent employee of the district. These positions are no longer in place.

- During one of the worst recessions in recent history, Leon County Schools have undergone tremendous budget cuts, more than \$100 million. However, LCS works to maintain arts and cultural programs in K-12.
- All LCS schools offer at least one fine or performing arts class, as varied as African drumming and a blue grass band.
- 70% LCS children participate in cultural and art programs.
- There are more than 100 visual art, music, drama and dance educators in Leon County public elementary and secondary schools.
- Local schools are left to provide support for their arts and heritage curriculum with auxiliary funding (private donor donations, business donations, fundraisers, discretionary district funds, etc.).
- Often times the success of a school's art, culture and heritage programs depends on the strength of the principal and/or teachers and their ability to fundraise to create the creative learning environments that are envisioned.
- It is important that for school-age children cultural, heritage and artistic experiences are also offered outside of educational organizations. Tallahassee is fortunate to have top-notch community arts, cultural, heritage organizations that offer educational opportunities to enrich and complement the education offered in our area schools, home schools and Universities.
- COCA has created a variety of successful education-related programs, which should be continued such as: COCA for the Classroom, COCA for children and COCA's Arts in Education Newsletter.
- LCS have a variety of great partnerships with arts, culture and heritage organization in town such as COCA; FAMU; FSU – Master Craftsmen studio, Museum of Fine Arts, foreign languages departments; TCC; Lemoyne; Killearn Kiwanis Club; Goodwood Museum; the Holocaust Education Research Council; the Buffalo Soldiers Troupe, area Churches; Lee's Place; Junior League of Tallahassee; Mission San Luis; Riley House Museum; Tallahassee Museum; the Florida Supreme Court; the Florida Capitol; Leon County Public Library; and more.

RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

1. To create a collective place that serves as a conduit between teachers, schools and the business community so schools and teachers can share needs and businesses can directly respond to help with these needs.

Objective: To promote the Foundation for Leon County School's find it & fund it, leon! program, www.finditfunditflorida.com/leon. Individuals, organizations and businesses are encouraged to invest in the creativity of a teacher to bring amazing learning experiences to their students. To get started, simply click on a grant listed and view the details and fund online. Using this easy-to-use module, teachers can request funds for projects from parents and businesses within the community to help fulfill their individual classroom needs. It's a virtual wish list that allows donors to instantly fulfill a classroom need with just a few key strokes.

This program offers a variety of community opportunities as it can be used by business, nonprofit organizations, and schools within a community to post opportunities such as student internships, volunteer opportunities, scholarships, and teacher externships. In addition, businesses can post offers of equipment, materials, and guest speakers for our public schools. Our teachers can also make requests from the community. It's a one-stop-shop clearinghouse of opportunities for our local students and teachers.

Strategy: 1) Foundation for Leon County Schools to work with COCA and LCS to promote the website and program to arts, heritage and cultural education providers. Also to provide a learning opportunity and training seminar annually for area teachers so they are all aware of the program and understand how to apply.

Strategy 2) Foundation for Leon County Schools to coordinate with the Greater Tallahassee Chamber of Commerce to provide information about "find it, fund it, leon!"

- The successes of "find it & fund it, leon!" program depends on community awareness.

2. Arts, heritage and education organizations should be encouraged to share their expertise with public, private and with home schools.

Objective: This can be measured and encouraged by asking organizations to share their intent on COCA grant requests and/or other methods. COCA should encourage organizations to provide experiences for the community and/or children, from performances to executive internships.

3. Increase commitment to Leon County's youth and strengthen art and business relationships by creating an Arts at Work program, which is a comprehensive youth program that promotes the arts.

- This is modeled after the successful Fulton County, Ga. program, which has received numerous accolades. This program would target students, ages 14-18, and provides arts education and job training.
- Throughout Arts at Work, students are exposed to various aspects of the arts industry-- from learning how to properly write an artist's bio and learning simple accountability such as being on time all the way to viewing an art gallery and putting on an art show. The program dedicates the focus of its activities to studying and producing art and throughout the 8-week program where the students become

“artists” with weekly training from a local artist. Leon County could successfully follow the model started in Fulton County, Georgia, which has received national accolades. Participants have to apply to participate in the program in a process similar to Youth Leadership Tallahassee.

- LCS supports the idea of an Arts at Work program.

Strategy: Work together with partners such as the Foundation for Leon County Schools, Leon County Schools and Northwood Arts Project to investigate this program more and provide

“In fact, all people today, youth and adult, spend the majority of their lives learning outside the walls of formal classrooms.” -- Institute of Museum and Library Services

recommendations to the COCA board of directors for implementation by January 2015, assuming available funding, with the

first program launching no later than fall 2015.

4. Local festivals should showcase student accomplishments in the arts by featuring a COCA/LCS booth that showcases work from K-12.

Objective: To have participation at minimum at Springtime Tallahassee and Winter Festival celebrations as well as LeMoyne Chain of Parks Art Festival. Create opportunities to highlight the arts in schools (public, private and home schools) and support business in the City of Tallahassee.

Strategy: The advisory board of COCA, The Education Director, and current LCS individual responsible for supervising arts educators could partner with Governor’s Square Mall and merchants to begin an annual art show. Partnering with merchants and driving business to the mall could also bring added visibility to the arts by having each school provide a display board that features art from participating schools.

5. An arts, culture and heritage curricula coordinator position at Leon County Schools should be created to serve as the businesses conduit between the schools, businesses and arts, heritage and cultural organizations.

A designated arts, culture and heritage representative with experience in education would significantly expand arts, culture and heritage opportunities, continuing education and resources for teachers and their schools.

Objective: To create the arts, culture and heritage curricula coordinator position before the 2015-2016 school year.

Strategy: The position could assume a variety of responsibilities. Primarily, they could identify teacher development needs and provide resource in the arts, culture and heritage and work with area cultural organizations as a liaison to all schools and much more. They could also work with LCS administration and COCA to expand signature programs and create new signature programs such as a community Arts Extravaganza that showcases LCS talent from K-12 annually. On a smaller basis the position could coordinate a Performing Arts Nights at each LCS. This position would also serve as the “go to” for the local arts, culture and heritage organizations, among other duties.

- This is a new position which will require additional funding as well as additional funding for potential event expense, which may be offset by corporate sponsorships.

6. A Coalition for Arts, Culture and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.

- This will allow a variety of individuals and organizations to come together to share ideas, discuss upcoming activities and network.

- Education contacts from the area schools should also be invited to attend and network.
- It is important that more structured networking events are coordinated and implemented monthly throughout the year.
- For more information, see page 44 of the COCA Implementation Subcommittee section.

7. A Youth & Education Network should be formulated as mentioned in the COCA Implementation Subcommittee section on page 45. This group will bring greater awareness of and advocate for the importance of arts, culture and heritage education in the community.

8. Promote more “Art in Public Spaces,” and where there currently is art, provide educational opportunities such as signage at the site of public artworks or guided/self-guided tours.

- Expand the current art in public spaces in the community.
- Specifically with LCS, build upon LCS art in community spaces programs. For example, the successful SAIL High School program where students created art in public spaces throughout campus that identify the subject taught in each building.
- In addition to the strategies mentioned on page 45 this should be expanded to include non-traditional art in public places opportunities that are complimented with educational signage.
- Provide artistic elements and educational-related signage in everyday spaces such as bus shelters, intersections and more.

- Create a standardized style of small educational sign, which has basic information such as title, artist, date and QR code to get more information.

Example 1): In 2013, with the bus shelters, Tallahassee expanded creative art in unique public spaces with the City of Tallahassee’s bus shelter at the SE corner of Gaines St. and Railroad Ave. intersection. There is not currently signage explaining the artistic aluminum enclosure or how it is made, but that could be further developed.

Strategy: To incorporate art into Tallahassee’s bus shelters and provide educational signage explaining the artistic element, creation, the artist, etc.

Example 2): With intersections there is an opportunity to encourage the community to do more creative art projects such as the Fall 2013 Market District’s Paint the Pavement project, which was organized by the Market District Merchant’s Association in partnership with the City of Tallahassee. There is no current signage explaining the project or how this artistic medium was created.

Strategy: To further expand Tallahassee’s Sense of Place initiative by working to secure unique artistic elements in creative places and educate the public about the art. This could be installed or virtual signage that engages the community and explains the artistic medium and more.

Strategy: Create a coalition between COCA, Florida State University Department of Art Education, FAMU Department of Visual Arts, Humanities and Theatre, and LCS arts educators to develop appropriate signage for art in public places. This coalition could be managed by the Education Director and or chaired by an active member of the COCA board.

Strategy: Provide additional grant support through COCA to encourage the Florida State University Department of Art Education, 7 Days of Opening Nights, and other artists and art organizations willing to collaborate on to art murals in public places and provide educational signage and information related to public art.

Strategy: Expand COCA's Outdoor Public Art Directory and Map to include an easy to use web application for additional access to information about each piece of artwork.

9. Formulate creative partnerships with organizations that are able to provide volunteers to assist in school arts/heritage classes and activities on a regular and consistent basis.

Objective: To establish a cadre of volunteers who can expand arts and heritage opportunities for students in and out of the school setting. Volunteers with experience in the arts, heritage or education can be recruited from service organizations, colleges, COCA's online listings, Tallahassee Senior Center, etc. This would be staffed by staff person or a volunteer(s).

Examples of activities could include:

- Work with arts and heritage organizations to expand their outreach efforts. For example, the FSU Museum of Fine Arts has initiated outreach projects with schools where interns, arts students, teachers and other volunteers created information packets and lesson plans on specific exhibitions which are shared with schools to promote field trips or bring aspects of the exhibits into the schools. Materials can also be sent home with students for family participation. Not all cultural organizations have the staff to devote to such efforts.
- Work with cultural and heritage organizations and the schools to develop lesson plans which integrate

the arts/heritage into core curriculum such as history or English lessons.

- Volunteer artists such as musicians, poets, actors, story tellers can put on performances in classrooms and assemblies. These can be integrated into core curriculum such as history or English lessons.
- Such activities can be shared with more than just schools. Exposure to arts/heritage activities should be available in recreational centers, Boys and Girls Clubs, after school programs as well as families.
- Peer groups of students with special artistic skills or heritage interests can be organized and trained to share their skills and interests with fellow students.

10. Promote lifelong learning for arts, culture and heritage by providing a variety of professional development workshops and continuing education opportunities for the community to attend at affordable prices.

Objective: To continue the success of past workshops; promote future workshops and offer a minimum of 4 workshops annually.

Strategy: The COCA Arts advisory group could help drive awareness of these opportunities. Support from Florida State University College of Visual Arts, Theatre, and Dance and FAMU's Department of Visual Arts, Humanities and Theatre, Osher Life Long Learning Center and volunteer members could drive the interest and success of future workshops. Social Media campaigns and information would also generate interest. Sponsors from local businesses like Ulrecht Art Supply, Michael's, Jo-Ann Fabrics, and Hobby Lobby could be reached for support and presentations that would help waive the cost of supplies. Current COCA facilities or LCS spaces could host these learning opportunities.





I began as an artist in high school. I read every magazine possible from art painting, calligraphy to pottery. I discovered sculpture as my medium of choice. In college I studied visual communication. Elmerick Design where I was introduced to computers that put design on a flight from the very start. I began using the computer as a tool, like the pencil, to create the art. The three pieces in this show are the result of years of self-teaching and experimentation.

All the elements in these drawings were generated using various programs such as CorelDraw, Painter and Photoshop. The combinations chosen arise from my American Indian background.

Frank Elmerick
Tulahoma Area County Planning

Frank Elmerick, Tulahoma Area County Planning
In: Spiritual, Digital Shows



FUNDING AND FACILITIES

GOAL:

Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities but will give priority to existing organizations.

FINDINGS:

Leon County and the City of Tallahassee should be commended for their steadfast support of local arts, cultural and heritage organizations during economic conditions that have sometimes been referred to as the greatest recession since “The Great Depression.” Unlike many communities throughout the region, the state, and the nation, funding for these organizations remained a priority for our community, with on-going support of elected Commissioners, the Mayor of Tallahassee, the current and former County Administrators, as well as the City Manager.

While the City of Tallahassee had a stable revenue base from which to identify general funds, Leon County Commissioners identified funds to replace declining general operating revenues. Cultural funding from the County was maintained through a creative solution, the use of Bed Tax funding.

Arts, cultural and heritage organizations, special events, festivals and educational conferences have diversified funding needs. Currently, the City and the County provide program and **operational support through the COCA re-granting program.** Under current COCA guidelines, a festival must host activities at multiple times during a single year to be eligible for funding. If that criteria is not met, **festival, special event and educational**

conference organizers may apply for limited funding from the Tourists Development Council, the Community Redevelopment Agency, or the Downtown Improvement Authority.

There are limited resources for capital improvements. The Committee found that this funding need is an important priority.

Likewise, there is currently **no designated funding source for innovative new ideas or projects.** The TDC sometimes provides grant support for these emerging initiatives, but TDC funds are restricted to tourism impact, which is difficult to demonstrate as a start-up event.

Imagine Tallahassee is considering a **“Quantum Leaps” grant program** as a possible concept for future funding of this type. “Quantum Leaps” are defined as highly significant advances or breakthroughs.

State statutes strictly govern the use of Bed Tax dollars. These statutes limit funding support to organizations and events that promote tourism. This is an important point, as there are many

“In creative placemaking, partners from public, private, nonprofit, and community sectors strategically shape the physical and social character of a neighborhood, town, tribe, city, or region around arts and cultural activities. Creative placemaking animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate, inspire, and be inspired.”

*Ann Markusen, Markusen Economic Research Services
Anne Gadwa Nicodemus, Metris Arts Consulting
From Creative Placemaking*

“quality of life” experiences that drive economic development and ensure a strong community. Some significant events and organizations are not eligible to apply for the Bed Tax funds. The current pool from general funds available through the COCA grant process is not sufficient to provide the funding needed for non-tourist, more locally centered cultural offerings.

The City’s portion of arts, heritage and culture funding from its general fund is available for more flexible funding strategies. These are valued by our community, including many cultural organizations, cultural activities and events. **Some organizations provide significant quality of life experiences, but cannot easily demonstrate their impact on tourism.**

Many of these organizations and events have been cited as examples of rationale to live here, move here, relocate a business, or start a business in our community. Thus, there is a need for continued support of these, as well as new and emerging events and organizations that serve our residents, all having the potential to increase quality of life,

tourism, and revenue for our city and county.

Of equal importance is the value of State cultural organizations in our community. The experiences they offer truly make a dynamic cultural environment for our residents and visitors. Increased support of these facilities and events would further the bridge building between “town and gown” and ensure we remain a community of rich and diversified cultural offerings. The Committee does not recommend modification to the current COCA regranting program for this purpose, as it would significantly deplete the ability of municipal funding to support existing non-state entities. The Committee feels strongly that there are inadequate available dollars for both state and non-state cultural organizations that should be addressed with careful planning and new strategies.

Recent national studies indicate the fastest growing division of tourism is historic facilities and tours. **Increased collaboration between local arts, cultural and heritage organizations and municipal governments and state**



agencies, has the potential to significantly grow tourism and bed tax revenues for the collective benefit of all community stakeholders.

There are specific **funding sources for festivals, special events, and conferences.**

These important activities create a “sense of place” and contribute significantly to the identity of our community, while providing promotional value to attract tourists and promote economic development.

There is clearly a need in our community for improved or additional performance spaces. Performance organizations that require seating for more than 1,200, as well as large rehearsal spaces, have the most difficult needs to be met. The community must go forward with an effort to create one or more new performance venues with a realistic plan, including the affordability for local groups to utilize the space.

In recent years, significant funds were set aside, and other efforts made, regarding the support for two specific cultural facilities (The Performing Arts Center and ArtsExchange).

While these specific initiatives sought out and received significant financial support from local government, existing facilities failed to generate support resulting in a lack of balance between the efforts to create new facilities and the preservation and improvement of existing facilities. During the economic downturn of the past five years, existing organizations found it difficult to fund ongoing facility needs, let alone make improvements or add to their facilities. This has left an urgent need to identify capital improvement funds for existing facilities, while also providing funds for new facilities.



RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

1. Leon County and the City of Tallahassee should continue to provide financial support for arts, heritage, cultural programs, festivals special events and educational conferences that add to the quality of life and help make Tallahassee a desirable destination.

2. In addition to local government funding, COCA should continue to seek additional public and private funding to support its programs and grants, while not competing with other local arts, cultural and heritage organizations.

- These sources of funding may include NEA funds, private endowments and collaborative grants for which only a Local Arts Agency can qualify.

3. Recognizing that there are several local government-funded grant programs, as well as varied conditions and criteria regarding eligibility for funding, the committee recommends that there be increased collaborations between all parties including, but not limited to, more effective sharing of information between funding agencies and improved dissemination of information about funding opportunities with all potential applicants. (See PAGE 39 Chart Local Government Funding).

- Create a designated web site with all grant opportunities and deadlines, including a link to (and from) every grantor's webpage. Each grantor should be required to provide this information and monitor its accuracy. The site will be created, managed and hosted by COCA.

4. The committee recommends funding be made available for current and future festivals, which will be subject to annual assessment and evaluation determined by the grantor.

- Consolidation of existing festival funding as reasonable and appropriate. (It is understood that CRA and DIA have geographical considerations that could limit consolidation)
- Comprehensive information and funding sources should be available on a designated site that will be created, managed and hosted by COCA.

5. Establish a new matching grant program for capital improvements for arts, cultural and heritage organizations. (See Addendum A1 for Grant Guidelines)

- Follow the guidelines within the attached addendum
- A dedicated source of funding should be identified for this purpose, such as the use of Bed Tax dollars formerly set aside for the Performing Arts Center

6. The on-going need for performance venues must be addressed.

- Create collaborations and partnerships between performing arts organizations, universities, community colleges public schools and private venues
- Identify underused sites that are affordable and can be repurposed

7. If we can strengthen our existing cultural organizations and events, demonstrating a record of success, it will be their constituents who will ultimately be the strongest supporters of a future Performing Arts Center.

- Strategies for going forward with a future Performing Arts Center in our community should include a realistic business plan, workshops with community stakeholders, and efforts to unite the arts community,, and creating an affordable, well equipped, appropriately large, performing arts venue available for the community.
- The need for performance venues is a critical priority for performance arts organizations in our community. The community must go forward with the effort to create one or more new performance venues, but there must be a realistic plan, including the affordability for local groups to utilize the space.

8. There have been some wonderful and unique installations in our community. There should be a cohesive vision for art in public spaces, such as the gateways to our community or roundabouts creating our “sense of place.”

- The community should establish a diversified committee to create a strategic plan for art in public places including desirable objectives for gateways, large and small.
- Partnerships with private and public funding sources should be established.

9. Recognizing that the arts, culture and heritage are a central part of what makes up our community; and recognizing that organizations which provide vital experiences in arts, culture and heritage, like other non-profits, have traditionally faced a myriad of challenges in establishing

and maintaining financial sustainability and therefore must rely on governmental support; it is a desirable vision to someday see this segment of our community become financially strong and more self-sustaining.

- COCA and the Community Foundation of North Florida should collaborate to create educational programming for arts, culture and heritage organizations to learn about establishing and growing endowments for long-term financial sustainability.
- All arts, culture and heritage organizations should strive for the goal of achieving institutional financial sustainability.

10. Create a funding source that provides competitive grants to art, and cultural and heritage organizations, as well as state and local government in our community, for projects and programs that would allow those organizations to achieve a desired “quantum leap” (highly significant advance or breakthrough) in their offerings or level of self-



sustainability. This game changing opportunity grant is essential to the economic development and quality of life of the community. (See Addendum A2 for More Information)

The Committee recommends a level of funding that would provide \$5,000,000 over the 20-year life of the sales tax extension, or \$250,000 per year, and be administered through an existing granting infrastructure, such as the one in place at the Council on Culture and Arts (COCA).

- Examples of the types of programs or projects that may be supported through this grant are:
 1. Installation of Art in Public Places, such as at gateways and roundabouts
 2. Projects that promote a sense of place or identity in the community (Signature Festivals, Public Exhibitions, etc.)
 3. Projects that propel an organization to a new level of service to the community
 4. Projects that propel an organization to a new level of sustainability
 5. Projects/Programs that attract Regional or National media attention to the Tallahassee area as a visitor destination
 6. Future KCCI initiatives
- The Leon County Sales Tax Committee has tentatively set aside up to 15% of the future proposed sales tax extension (currently the Blueprint 2000 tax) for economic development and is awaiting the recommendations by IMAGINE Tallahassee to make the final decisions regarding the allocation of funds towards economic development projects and initiatives.

- The Cultural Plan Review Committee has submitted this grant proposal to IMAGINE Tallahassee for inclusion in their recommendations to the Leon County Sales Tax Committee, as it meets several of the Goals and Strategies that have been identified through the IMAGINE Tallahassee visioning process.
- Some of the Goals and Strategies that are met by this grant funding proposal are:

Goals:

1. Increased visitor and tourist spending.
2. Media recognition as a cultural destination for in-state and out of state travelers.
3. Increase financial sustainability within our arts and cultural institutions.
4. Recognition of Greater Tallahassee as a metropolitan area “on the rise.”
5. Increased employment in “creative industries.”
6. Improved perception of Tallahassee as a place to live among young professionals.

Strategies:

1. Ensure a level of “coolness” within downtown and surrounding urban areas.
2. Promote art in public places.
3. Foster the development of creative young professionals as catalysts for economic growth.
4. Foster financial sustainability in our arts and culture organizations.

CURRENT LOCAL PUBLIC FUNDING AVAILABLE TO ARTS AND CULTURAL ORGANIZATIONS (12/2013)

COMMUNITY IDENTIFIED FUNDING NEEDS

Local Arts Agency (Council on Culture and Arts – COCA)
(Grant Administration, 2 Public Art Galleries, Education, Operations)

Non-Profit Arts and Cultural Organizations
Operations and Programming

Festivals, Special Events and Conferences

Capital Improvements

Proposed Capital Needs
Matching Grant from Bed Tax*

New Initiatives

Proposed Quantum Leaps
Fund from Sales Tax Extension

Endowment Funds

Community Foundation of North
Florida promotes and matches

PRIVATE FUNDING FOR ARTS AND CULTURAL ORGANIZATIONS INCLUDE:

- Donations
- Corporate Sponsorships
- Memberships
- Earned Income (programs, ticket/art sales)
- Fundraiser Events
- Private Grants
- In-kind Donations
- Bequeaths

TAX REVENUE FUNDING SOURCES

City of Tallahassee
(General Funds \$192,036)
Leon County
(General Funds \$150,000) (Total for COCA \$342,036)

COCA Re-Granting Program
(City of Tallahassee General Fund \$403,338/Leon County
Bed Tax* \$504,500; Total Granting \$907,838)

Tourist Development Council
(Bed Tax*; \$60,000 Total annually, open to
non-arts events)

Community Redevelopment Agencies
(Special Assessment/Property Tax;
Total \$70,000/awards range between \$2,500-\$10,000)

Signature Events: Leon County/TDC
(Bed Tax*; Total \$125,000; event must demonstrate
1500 bed nights or more; open to non-arts events)

City of Tallahassee
(General Fund; In-kind services for sanctioned events)

*Bed Tax dollars are limited by State of Florida Statute:

"if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;"

This chart is prepared by the Leon County/City of Tallahassee
Cultural Plan Review Committee



PLAN IMPLEMENTATION

GOAL

The Council on Culture and Arts for Tallahassee/Leon County (COCA) will realize its mission as the local arts agency representing culture, arts, and heritage for ALL in Tallahassee and Leon County through grant-making, advocacy, marketing, and education.

FINDINGS:

The original Cultural Plan (2003) set forth goals, objectives, and strategies that were delegated to COCA to implement, manage, and evaluate. Some of the goals, objectives, and strategies included:

- The construction of the Arts Exchange and a community Performing Arts Center.
- An Arts Trolley serving the First Friday Gallery Hop.
- A Community Arts, Culture and Heritage Map of Tallahassee.
- Capital Culture Magazine published by COCA.

The Cultural Plan was overseen by an Audit Committee, which was appointed by the City and County Commissioners to guide the implementation of the plan for the first three years. They provided reports to the joint commissions in six and twelve month intervals. **The Audit Committee adjourned at the beginning of 2007.**

At the end of the Audit Committee's governance of the plan, the nation and community experienced one of the worst recessions in recent history. The economic downturn and other circumstances effected the implementation of the plan moving forward **as several goals, objectives, and strategies were tied to financial resources that were either reduced significantly or ceased to exist.**

Even with the financial impact of the recession, it is noted that **COCA was able to provide many**

valuable resources to the community. These resources include, but are not limited to:

- One of the only local arts agencies in Florida to maintain level grant funding to local culture, arts, and heritage organizations in the City of Tallahassee and Leon County.
- Professional development and assistance to the cultural community (i.e. "Marketing Mondays", merchant service accounts for local artists, technical assistance workshops).
- Marketing and promotional services to the arts, culture, and heritage community (i.e. "More Than You Thought This Week" and "COCA Opportunities" email blasts, www.MoreThanYouThought.com calendar, and "COCA Buzz" in TLH Magazine (Sunday, Tallahassee Democrat)).
- Administer the "Art in Public Places" program, which includes curating art exhibitions at City Hall and the Tallahassee Regional Airport.
- Support for arts, culture, and heritage educators and learners through the monthly "Arts in Education Newsletter", the annual "COCA for the Classroom" resource guide, and the "COCA for Kids" directory.

The Cultural Plan Review Committee determined from assessment of the original plan and best practices of other community cultural plans (see Austin, Texas; Asheville, North Carolina; et. al.), that **an annual review of**

the new plan will provide the arts, culture, and heritage community and stakeholders a “living plan” and allow for changes in the plan when they are deemed necessary.

The Cultural Plan Implementation Subcommittee met with the Board of Directors and Staff of COCA, representatives from the Tourist Development Council/Visit Tallahassee, the Greater Tallahassee Chamber of Commerce, the Economic Development Council, Leadership Tallahassee, and City and County Commissioners, as well as community stakeholders in culture, arts, and heritage and one message was overarching in all conversations – **COCA, as our community’s designated local arts agency, should take the lead as the umbrella agency for culture, arts, and heritage in the City of Tallahassee and Leon County.**

Community leaders agree that COCA should operate as the local arts agency for all in the City of Tallahassee and Leon County. That being said, it is noted that the **statements below, gleaned in the review process, represent some of the concerns about COCA in the past. These concerns of the past should not reflect on perception of COCA moving forward.** Our local arts agency should be:

- Advocate for arts, culture, and heritage organizations in our community and avoid competition with arts, culture, and heritage organizations and individuals.
- Agency whose mission is driven by an organizational strategic plan and in step with the Cultural Plan of the City of Tallahassee and Leon County avoiding projects not at the core of their mission and Cultural Plan.
- Agency, which fosters operational and collaborative relationships with various organizations, individuals, and governmental agencies.

During the review of the original Cultural Plan, the **Executive Director of COCA tendered her resignation** to embark on a new phase of her professional life. With a new cultural plan and in seeking a new director, **COCA’s Board of Directors has a unique opportunity to engage a new leader that can guide the organization forward and elevate culture, arts, and heritage in our community by:**

- The adoption of the new Cultural Plan for the City of Tallahassee and Leon County.
- Collaborative, cooperative, and networking engagement opportunities with civic, cultural, and educational organizations and individuals in the community.



RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

1. COCA will continue to re-grant annually contracted funds from the City of Tallahassee and Leon County through a competitive grant process for culture, arts, and heritage organizations supporting the superlative work these organizations provide the entire community.

- Recognizing the limitations in place by Statute, the City of Tallahassee and Leon County should attempt to ease requirements in the COCA Grant Program providing a collective pool of grant dollars to assist local culture, arts, and heritage organizations with general operations grant funding.
- COCA should continue to annually evaluate grant-funding requirements for culture, arts, and heritage organizations that contribute to the advancement of culture, arts, and heritage in Tallahassee and Leon County, which meet the needs of the entire community.

2. Create grant programs for individual artists through creative funding streams to support individuals in our community who contribute to culture, arts, and heritage.

- COCA will work with local, regional, and national foundations and re-granting organizations to secure grant funding for individuals advancing culture, arts, and heritage programs in the City of Tallahassee and Leon County.

For Example:

- Governmental and Regional (National Endowment for the Arts, National Endowment for the Humanities, South Arts, Division of Cultural Affairs, Florida Humanities Council, et. al.)
- National foundations (Doris Duke Foundation, Knight Foundation, Wallace Foundation, Ford Foundation, Andrew W. Mellon Foundation, et. al.)
- Other funding opportunities that only COCA can apply as the local arts agency for the City of Tallahassee and Leon County.

3. COCA shall continue to seek out collaborative granting opportunities to partner with organizations and individual artists in the community for grant dollars and public/private funding for which they alone can apply to bring in more funds into our community to help elevate culture, arts, and heritage.

- This may be a National Endowment for the Arts “Our Town” grant that promotes Creative Placemaking. Creative Placemaking is defined by the NEA as, “leveraging the arts to create a distinct sense of place through increased creative activities, produce vibrant local economies that together capitalize on existing assets, and/or make communities more livable through enhanced quality of life.”
- Examples of collaborative grants COCA has applied for (2000-2015), include but are

not limited to, the National Endowment for the Arts, ArtPlace America: Innovation Grants, Visit Florida, John S. and James L. Knight Foundation, Gannett Foundation, and Division of Cultural Affairs, State of Florida.

4. Acting as the local arts agency for all citizens in the City of Tallahassee and Leon County, COCA will advocate for and champion all culture, arts, and heritage organizations and individuals.

- The executive director of COCA will seek partnerships and collaborations through networking, professional opportunities, and board and committee seats (appointed, ad hoc, ex officio, etc.) with the Tourist Development Council/Visit Tallahassee, the Greater Tallahassee Chamber of Commerce, the Economic Development Council, Leadership Tallahassee, Network of Young Professionals, Big Bend Minority Chamber of Commerce, and other civic organizations.

5. A Coalition for Arts, Culture, and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.

- This group will consist of community leaders (i.e., executive directors of arts, culture, and heritage organizations) and businesses in the City of Tallahassee and Leon County with the membership setting goals and objectives through a shared vision.
- This network will be administered through COCA and facilitated by their executive director to seek improved communication between leaders in the arts, culture, and heritage community providing a platform for synergy, collaboration, cooperation, communication, and advocacy.

- This network can provide a forum for professionals from organizations to:
- Encourage and enable program providers to seek opportunities for collaboration and cooperation,
- To build a support network for professionals working in the arts; and
- To create comprehensive systems of presenting the arts to our community.

6. As the local arts agency, COCA will create an ongoing conversation in the community regarding the value of public and private financial support for arts, culture, and heritage.

- COCA will use the quantitative and qualitative data provided by local arts, culture, and heritage organizations participating in the COCA Grant Programs and information from other arts, culture, and heritage businesses and state partners to create a “One Sheet” to educate local governments, businesses, and individuals about the intrinsic and extrinsic value of arts, culture, and heritage in the City of Tallahassee and Leon County.
- This “One Sheet” report is different than the Annual Reports issued to the City of Tallahassee and Leon County per COCA’s contracts with said agencies in that it:
 - Includes information by local arts, culture, and heritage businesses and state partners, not participating in the COCA Grant Program, but have a cultural and economic impact in the City of Tallahassee and Leon County.
 - Is more of a “one-sheet” document that can provide information to individuals, organizations, and

businesses on the impact arts, culture, and heritage has in our community.

(See example in Addendum A3)

- Uses more quantitative data provided by organizations and local artists to exhibit the economic, educational, and community impact of arts, culture, and heritage in the City of Tallahassee and Leon County.
- Would use the results of the “Economic Impact Study,” which COCA would conduct every five years **(See Goal #8)**.
- As referenced above, COCA provides an Annual Report to the commissions of the City of Tallahassee and Leon County reporting back the progress of their previous year’s contract. It is recommended that COCA’s reporting to the commissions of the City of Tallahassee and Leon County be streamlined to one report that provides the information needed and necessary to satisfy both contracts; in one document.

7. A Youth & Education Network should be established to provide networking, collaborative, and cooperative opportunities to community arts, culture, and heritage educators and administrators.

- This group will consist of arts, culture, and heritage educators and administrators seeking to elevate educational opportunities, share resources, and advocate for arts, culture, and heritage education in the community. This may include:
 - o PK – 12 educators and administrators in private, public, and home school education.

- o Public, private, and non-profit arts, culture, and heritage organizations including but not limited to museums, after-school programs, community arts programs, private arts instruction (music, art, dance, theatre, etc.), and other arts, culture, and heritage educational opportunities available in the City of Tallahassee and Leon County.

- o Florida State University, Florida A&M University, and Tallahassee Community College departments, programs, and colleges supporting arts, culture, and heritage education in the community.

- The network may also be responsible for recognizing “arts educators of the year” in the community and should be facilitated by COCA’s Education Director.

For Example:

- The Brevard Cultural Alliance acknowledges excellence in arts education to build an understanding of the importance of the arts, culture, and heritage in the schools.
- www.artsbrevard.org/programs-and-grants/for-educators/excellence-in-visual-arts.html

8. The Board of Directors and Staff of COCA will align their strategic vision and long-term organizational plan with the Cultural Plan and collaborate with the Cultural Plan Advisory Committee and community stakeholders to evaluate the implementation and progress of the Goals, Recommendations, and Strategies in the Cultural Plan to best serve all communities in the City of Tallahassee and Leon County.

9. In aligning their strategic vision and long-term organizational plan with the Cultural Plan, COCA will provide the community

with an “Economic Impact Study” every three years that demonstrates the role arts, culture, and heritage organizations and individuals play in the local economy.

- These studies can be produced in partnership with the Americans for the Arts as was the Arts and Economic Prosperity study that COCA conducted in 2008, which was published in 2009.
- At the time of this report, the cost of the study through the Americans for the Arts is \$8,500.
- o More information is available at:
www.americansforthearts.org/information_services/research/services/economic_impact/iv/custom.asp

10. With the adoption of the new Cultural Plan a Cultural Plan Advisory Committee will be created by the City and County Commissions to:

- Collaborate with plan implementation stakeholders and community on organizational and community needs assessments addressed in the Cultural Plan.
- Provide advisement to plan implementation stakeholders and community with possible amendments, improvements, or changes to the Cultural Plan for the betterment of arts, culture, and heritage in our community.
- Report the annual progress of the Cultural Plan to the commissions of the City of Tallahassee and Leon County.

The Cultural Plan Advisory Committee (CPAC) is charged with reporting progress and assisting stakeholders with implementation of the Cultural Plan for the City of Tallahassee and Leon County. The committee is not established to provide oversight, supervision,

or management of any individual, organization, or stakeholder named in the Cultural Plan.

This advisory committee will consist of individuals in our community who have a vested interest in arts, culture, and heritage and represent diverse communities including but not limited to visual arts, music, dance, theatre, heritage, education, film, and creative writing.

- o The Cultural Plan Advisory Committee will be made up of 13 members, who are arts, culture, and heritage stakeholders in the community:
 - o Community leaders initially drawn from Subcommittee chairs of CPRC and/or Arts, Culture, and Heritage Community Stakeholders (4 total)
 - o Community leaders/administrators in arts, culture, and heritage (2 total)
 - o COCA board member and executive director (2 total)
 - o Leon County School teacher and/or administrator (1 total)
 - o Greater Tallahassee Chamber of Commerce/EDC (1 total)
 - o Visit Tallahassee/Tourist Development Council (1 total)
 - o Colleges and Universities (TCC, FSU, FAMU) (2 total)
- The committee and key stakeholders will meet every six months to discuss successes and challenges of the plan implementation, suggest possible changes and amendments to the plan, and determine any unmet needs. Annually, the committee will present a Cultural Plan Progress Report which will include success findings, suggested modifications, and needs assessments to the commissions of the City of Tallahassee and Leon County and other key stakeholders.

- o The CPAC will meet with the COCA Board in a timely manner to assist in recommendations for funding to the Leon County and City of Tallahassee Commissions prior to their annual budget workshops.
- o The committee will operate in the calendar year.

After two years under the new Cultural Plan, the Cultural Plan Advisory Committee will sunset as an independent committee and become an ad hoc committee of the COCA Board.

11. Upon acceptance of the new Cultural Plan, in anticipation of budget preparation and budget workshops at the City of Tallahassee and Leon County, and with the hiring of the new executive director of COCA and other key arts, culture, and heritage staff discussed in the Cultural Plan; funders, policy makers, organizations, individuals and governmental groups, which contribute to the implementation of the Cultural Plan shall conduct a workshop, co-led by COCA Executive Director and Chair of Cultural Plan Advisory Committee, to collectively understand and discuss the implementation of the Cultural Plan and begin the process of collaboration in implementation.

- Participation in this workshop should include members of:
 - o Cultural Plan Advisory Committee
 - o Council on Culture and Arts
 - o Tourist Development Council
 - o Greater Tallahassee Chamber of Commerce
 - o City of Tallahassee Government
 - o Leon County Government
 - o Leon County Schools
 - o Florida State University

- o Tallahassee Community College
- o Florida A&M University
- o Economic Development Council
- o Community Redevelopment Authority
- o Others who may be in a position to move the plan forward

- The goals of this workshop would include:

- o Establishing funding needs for the implementation of the Cultural Plan, which may need to be considered during the budgeting process of the City of Tallahassee and Leon County.
- o Establish opportunities for collaboration.
- o Understand and begin the creation partnerships needed to implement the Cultural Plan.

12. It is recognized by the CPRC that the implementation of some of the recommendations included in the Capital Area Cultural Plan may require additional staffing and funding for COCA. The COCA Board as the governing entity of COCA, with support from the Cultural Plan Advisory Committee, will determine and recommend any additional positions and funding which it deems necessary to effectively implement the plan.



ADDENDUM

49

Addendum A-1

PROPOSED CAPITAL NEEDS MATCHING GRANT FOR ARTS AND CULTURAL FACILITIES

Purpose of the Program – To offer support and funding for renovation, new construction, or acquisition of cultural facilities located in Leon County or the City of Tallahassee.

A Cultural Facility is a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but perhaps not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and heritage experiences.

The intent of this grant program is capital improvement that, for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

Basic Eligibility: All applicants must meet the following basic legal and program eligibility requirements at the time of the application.

All applicant organizations must:

- 1) Be physically located in the City of Tallahassee or Leon County, Florida.
- 2) Be a non-profit, tax exempt Florida corporation according to these definitions:

Incorporated as an active nonprofit Florida corporation, pursuant to Chapter 617, Florida Statutes;

Designated as a tax-exempt organization as defined in Section 501(c)(3) or 501(c)(4), of the Internal Revenue Code of 1954; and

Allowed to receive contributions pursuant to the provisions of s. 170 of the Internal Revenue Code of 1954.

- It is understood that the source of grant funds may result in additional requirements that affect eligibility for applicants.

Grant Requirements:

- A. Own or have an executed lease for the undisturbed use of the land or buildings or both. In cases where either the land or buildings or both are leased by the applicant, the owners must also meet the criteria in number 1 above. **Exception:** Unless land or buildings or both are owned by the City of Tallahassee and/or Leon County and leased to an eligible applicant.
- B. Retain ownership of all improvements made under the grant. **Exception:** Unless land or buildings or both are owned by the City of Tallahassee and/or Leon County and leased to an eligible applicant.

- C. An organization operating budget showing total revenue and support for the last completed fiscal years.
- D. A digital file reduction of current architectural plans.
- E. Support letters indicating project impact and worthiness (5 letters or fewer.)

Grant Restrictions:

The Cultural Facilities program grant does not fund feasibility studies, architectural drawings or operational support.

Any applicant requesting and receiving grant funds from this program for the purpose of construction, rehabilitation, remodeling, or preservation of a historic property, must do so in conformance with the Secretary of the Interior's Standards for Historic Preservation. Please see these standards and additional information at www.nps.gov/history/hps/tps/tax/rhb/.

Although applicants may apply for more than one project, applicants can only have one "open" cultural facilities grant at a time.

Submissions and Review Calendar – to be determined

Request Amount: The maximum grant amount that may be requested is \$500,000. There is no minimum amount. Only a single application for any applicant may be submitted in the same year.

Match Requirements: Organizations must demonstrate SECURED funds equal to the amount requested (\$1 to \$1 match). The funds must be placed in a designated account for the sole purpose of the project and there will be

accountability requirements before, during and after the release of grant funds. Alternative or additional match requirements may be required depending on the funding source.

Single Phase and Multi-Phase Projects:

Single Phase Projects are defined as those which will be completed within 21 months after grant funds are available.

Multi- Phase Projects are defined as those for which funding will be requested for different phases of the **same** project over a period not to exceed 3 years. Multi-phase projects **must** have activities in each year for which funding is requested. Requested total amount may not exceed \$500,000, but grant funds may be allocated to the applicant in varied amounts, subject to project needs and availability of matching funds.

All required matching funds must be secured prior to grant approval.

Applicant must define phases of the project and submit a separate request for each project phase over the 3-year period. Phases must be numbered in keeping with the order of the project and application submissions.

For multi-phase projects, applicants should describe all construction or renovation work to be done (i.e., all additional phases), beyond the construction or renovation described in the original proposal. Applicants should describe a clear understanding of the entire project. Applications that are not identified as "multi-phase" will be determined to be single phase, which could result in forfeiture of funding if project is not completed on time.

Changes in Project Scope or Venue:

Anything that substantially reduces the scope or character of the funded project is not allowed. Organizations wishing to change the scope or venue of their project must submit a new application, in accordance with application guidelines and calendar, for a subsequent application cycle.

Project Extensions: Grant period extensions for single-phase and multiphase projects may be requested by the organization. An extension of the completion date must be requested at least 30 days prior to the end of the grant period.

Extensions may not exceed 120 days for any single-phase project or 120 days for any phase of a multiphase project unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were hired. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant, or failure to raise sufficient matching funds.

Multiphase projects remain subject to the original overall time limitation (i.e. 3 consecutive years), regardless of the number of approved grant extensions. A Grant Amendment Request (GAR) form (see Grant Forms) should be used when requesting an extension.

Non-Allowable Costs: Grant funds may not be spent on the following:

- A. General Operating Expenses (GOE).
Administrative costs for running the organization (including but not limited

to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.).

- B. Costs associated with representation, proposal, or grant application preparation.
- C. Costs incurred or obligated before project timeline approved in the grant process.
- D. Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency.
- E. Costs for planning, including those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
- F. Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.
- G. Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.
- H. Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.
- I. Re-granting, contributions, and donations.
- J. Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement.

Review Criteria and Scoring:

Each eligible application will be evaluated on competitive criteria.

Criteria	Application section(s)	Worth
Scope of Work	Scope of Work: Project Narrative and Phases	up to 25 points
	<ul style="list-style-type: none"> • Describe the project for which you are requesting support. • Describe how the board has been engaged in using an inclusive, thorough planning process to make informed decisions about the project. • Describe the ability to operate and maintain equipment/facility after the project is complete. • Provide a detailed construction schedule for the project. • Describe how the project corresponds to the organization's long-term facilities plan. • Have permits been secured, if applicable? 	
Project Budget and Matching Funds	Proposal Budget Detail: Expenses Proposal Budget Detail: Income	up to 25 points
	Matching Funds Statement <ul style="list-style-type: none"> • Describe the administrative and financial capabilities to implement the project, including budget. • Demonstrate financial need for a grant. • Provide three years organizational and financial data. • Have matching funds committed to the project or demonstrate an ability to raise funds to complete the project. • Have capital reserves in place or demonstrate an ability to successfully fund depreciation. • Include a project budget that identifies all sources of funding (committee, pending and/or projected). • Include a project budget where the costs are prioritized and informed by construction drawing phase engineers/estimates or professional third party bids. • Have identified and/or hired the project's leadership and key contracted personnel, as needed, and demonstrate they have the appropriate skills and capacity to implement the project. • Demonstrate that there is a current capital campaign for this project and how additional funds to complete the project will be obtained. 	

Need for Project	Need for Project and Operating Forecast Detail	up to 25 points
	<ul style="list-style-type: none"> • There must be a demonstrated need for the project that is integral to the mission and overall strategic organizational plan. • Demonstrate that the project is appropriately sized relative to the capacity and needs of the organization. • For projects that either expand programming or square footage, or both, provide evidence of market demand for said expansion. • For maintenance and/or repair projects, demonstrate that it is in the context of an overall capital needs assessment and replacement schedule. • Describe the project's use of energy efficient products and/or technologies. • Describe the project's impact on accessibility, quality of life, job creation, economic growth, cultural tourism or other issues deemed relevant. • Describe how the project will sustain and/or enhance the future operating stability/capability of the facility. • Describe the broad-based community support the project has and the number of constituents affected. • Demonstrate cooperation between local community groups, professional companies, organizations and local government authorities to ensure the most efficient use of available resources, as well as high level of community support for the project. 	
Project Impact	Project Impact	up to 25 points
	<ul style="list-style-type: none"> • Demonstrate expected increase in visitor draw to the facility being improved. • How will the project be evaluated? What goals or outcomes are you expecting? • Detail how this project will affect the audience and communities served by your organization. • Demonstrate ability of project to have a positive impact on cultural awareness on a local, regional or statewide basis. • Thoroughly analyze the impact the capital project will have on the organization's future finances if expanding square footage or programming. 	

Possible Bonus Points for Length of operational service:

- 10 to 15 years – 2
- 15 to 20 years – 3
- More than 20 years – 5

The total possible number of points is 105. The Application Review Committee's evaluation will be based on the information contained in the application and required attachments. The Committee members' individual ratings will be averaged to determine a final score for each application.

Applications receiving a score of 75 or higher will be considered for funding.

Addendum A-2

RECOMMENDATION PRESENTED TO IMAGINE TALLAHASSEE ON 10/14/13 FROM THE FUNDING AND FACILITIES SUBCOMMITTEE OF THE CULTURAL PLAN REVIEW COMMITTEE

Growing our destination product for travel and tourism while supporting a creative culture and urban lifestyle

Goals:

1. Increased visitor and tourist spending.
2. Media recognition as a cultural destination for in-state and out of state travelers.
3. Increase financial sustainability within our arts and cultural institutions.
4. Recognition of Greater Tallahassee as a metropolitan area "on the rise".
5. Increased employment in "creative industries."
6. Improved perception of Tallahassee as a place to live among young professionals.

Strategies:

1. Ensure a level of "coolness" within downtown and surrounding urban areas.
2. Promote art in public places.
3. Foster the development of creative young professionals as catalysts for economic growth.
4. Foster financial sustainability in our arts and culture organizations.

Create a funding source that provides competitive grants to arts and cultural organizations, as well as state and local government, for projects or programs that allow the organization to achieve

a "quantum leap" (highly significant advance or breakthrough) in their offerings or level of self-sustainability.

Examples of projects or programs that could be eligible:

1. Art in Public Places
2. Projects that promote a sense of place or identity in the community
3. Projects that propel an organization to a new level of service to the community
4. Projects that propel an organization to a new level of sustainability (investment now, save money over time)
5. Projects/Programs that attract Regional or National media attention to the Tallahassee area as a visitor destination
6. KCCI initiatives

Executive Summary: Economic Development efforts for our region rely on competitive assets. A highly educated workforce, thriving high-tech presence, and a community committed to visual arts, performing arts, science, and historical experiences are all essential factors. To maintain the ability to grow and attract new business, our community must offer outstanding quality-of-life experiences that include cultural facilities, programs, and events.

Culture is essential economic development unto itself. According to the most recent regional analysis (Americans for the Arts Economic Prosperity Report, 2009), combined with its complimentary thriving tourism market, culture is an industry that supports

2,720 FTE employees in our community with a unique economic impact of \$74,567,307. It is simply good business to support and grow the benefits of culture and historic resources.

HOW CULTURE ADDRESSES THE SALES TAX THEMES

Sense of Community- Art and historic experiences offer an immeasurable mechanism for growing its creative class. When artists, performers, historians and other related professionals are valued, offered competitive salaries, have opportunities for employment and are encouraged to be both artists as well as successful entrepreneurs, business prospers. To earn a reputation and “sense of community” where extraordinary art abounds, there must be thriving, attractive facilities, events, experiences and spaces, both indoors and in the natural environments that foster the creation of art and celebrate its presence.

Connectivity – There is a physical connection between spaces when sidewalks, bikes, and trails link neighborhoods and sections of our community. Art offers the opportunity to make emotional connections. Some cities have used “Cows on Parade,” “Flamingos on Parade”, or other iconic community symbols to unite what the community values with original art.

This results in making unique connections between streets, shopping districts and an overall sense of unity. Some municipalities have used street pavers to create artistic messages. Landscaping can also be artistic renderings.

There should be careful consideration to what types of art might define our community and make these types of connections. But, the purpose of this proposal is to promote consideration for the importance of incorporating art into the Connectivity plan.

Economic Vitality – All firms contemplating relocation or expansion consider the many

resources a community offers. Families require good schools, activities, and quality of life experiences, as well as diversified employment opportunities for spouses. Graduating students from institutions of higher education consider salary and opportunities for advancement, as well as the “livability” of the community. Seniors look for life-long learning and volunteer opportunities to remain engaged and active members of society. It is not unreasonable to think a family’s need to relocate for one member’s professional advancement may bring multiple generations of its members.

When there are rich cultural experiences, a vibrant night life and activities that are valued by people of all demographic groups, the chances to build on the economy flourish. In every culture throughout history, one of the most important aspects of the economy has been the value placed on artistic achievement and offerings. Today in Tallahassee, as well as the world, that remains true. The importance of culture should not be underestimated regarding the economic vitality of our community.

Parks/Ecotourism –The “other Florida” is the one we call home. The mighty Apalachicola, Wacissa, and Aucilla rivers tie to lakes, streams and ponds, while offering a plethora of ecotourism experiences. We are home to one of the greatest natural history museums in the state, national and state parks, and we are a city with nationally acclaimed parks and related programs. Cultural experiences abound in these locations and must be supported.

There are opportunities to expand our offerings. Heritage trails, the site of the “First Christmas”, and an expansion of collaboration between destinations, state and municipal agencies, the Leon County Tourist Development Council and other stakeholders will flourish, if cultural organizations can be strengthened to increase programs offered in our parks and the number and quality of eco-tourism experiences.

Gateways – Art in Public Spaces is the most obvious example of how culture can positively impact gateways to our community. While there have been some wonderful and unique installations, there is no cohesive vision for art in public spaces to enhance our gateways. Imagine art at interstate exit and entrance ramps that make a statement about our “sense of place.” Art can also be installed in roundabouts to create community gateways.

It would be ideal if the community would establish a diversified committee to create a strategic plan for art in public places, including desirable objectives for gateways, large and small.

ADDENDUM A-3

A strong Return on Investment

Twenty-two organizations were funded through the City's Cultural Service Grants last year for a total of 2.85 million dollars, approximately one-third of one percent of the City's budget (00.3).

The Arts and Culture Industry:

- » Supports 756 jobs
- » Spends 29 million in the local economy
- » Provided 364,907 free and reduced price tickets
- » Achieved an overall economic impact of 58 million

Arts and Culture Fuel the Economy by:

- » Strengthening Education
- » Promoting Economic Development
- » Energizing Downtown
- » Advancing Tourism

All YOURS for \$3.27

**A Great Return
on Investment.**

Let decision makers know that you
value investments in arts and culture.

City Council 630-1377 | cityco@coj.net
Mayor Alvin Brown | 630-1776 | mayorbrown@coj.net



Cultural Council
FUNDATION OF ARTS & CULTURE

MORE ART. MORE LIFE. MORE JOBS. MORE JOY.

Jacksonville
INVESTS
\$3.27
PER PERSON
in the ARTS



CULTURAL ORGANIZATIONS FUNDED BY THE CITY OF JACKSONVILLE

A sample of what these groups offer to citizens:

CLIMBER MUSEUM OF ART AND GARDENS

- » Serves 2,300 kids with disabilities at a Very Special Arts Festival

FLORIDA THEATRE

- » Generates more than 1,800 hotel room nights through visiting artists and patrons

JACKSONVILLE SYMPHONY ORCHESTRA

- » Brings more than 179,000 people downtown during the concert season

MUSEUM OF CONTEMPORARY ART

- » Offers free admission to families every Sunday

MUSEUM OF SCIENCE AND HISTORY

- » Houses the largest single-lens digital dome planetarium in the United States

WJXT PUBLIC BROADCASTING

- » Provides Radio Reading Service to 21,000 visually impaired people in Duval County

BEACHES AREA HISTORICAL SOCIETY

- » Hosts more than 100 students annually to learn about the history of the First Coast

BEACHES FINE ARTS SERIES

- » Presents eight concerts featuring internationally acclaimed artists free to the public

CATHEDRAL ARTS PROJECT

- » Serves as the leading provider of free, standards based art instruction to 1,800 disadvantaged children

JACKSONVILLE CHILDREN'S CHORUS

- » Provides a unique program of musical instruction to boys experiencing vocal expansion through JC's Young Men's Choir

PLAYERS BY THE SEA

- » Provides drama instruction to children of military personnel stationed at Naval Station Mayport.

RIVERSIDE FINE ARTS ASSOCIATION

- » Provides free musical programming to 22,000 students from 50 elementary schools on the First Coast

THEATRE JACKSONVILLE

- » Nurtures First Coast Writers through the Playwright's Exchange Program and the 12-hour Playwriting Competition

THEATREWORKS

- » Makes professional children's theatre accessible to 50,000 students and their families

ATLANTIC BEACH EXPERIMENTAL THEATRE

- » Brings senior citizens together with students to share stories resulting in community performances

CITY KIDS ART FACTORY

- » Provides free, high level art instruction to underserved students in the urban core

FRIDAY MUSICALES

- » Provides scholarship assistance to young musicians, many of whom have performed and taught around the world

JACKSONVILLE HISTORICAL SOCIETY

- » Creates award-winning documentaries on local history in partnership with public and commercial broadcasting stations

MANDARIN MUSEUM AND HISTORICAL SOCIETY

- » Combines historical and environmental themes in an annual River Celebration Day

RITZ CHAMBER MUSIC SOCIETY

- » Brings positive media attention to Jacksonville as our nation's only all African-American chamber music ensemble

STAGE AURORA

- » Promotes literacy by securing one of the area's only grants from the National Endowment for the Arts for its Big Read program

Arts and Culture: A Great Return on Investment!

ADDENDUM A-4

SOME OF THE INDIVIDUALS INTERVIEWED, ORGANIZATIONS THAT PRESENTED AND DOCUMENTS STUDIED BY THE COMMITTEE

Economic Development and Marketing

Anne Mackenzie, Board Member, Past Chair COCA Board

Amanda Thompson, COCA

Christopher Heacox, Executive Director, Seven Days of Opening Nights

Erica Thaler, Education and Marketing, COCA

Jane Barron, Red Hills Horse Trials

Jay Revell, Downtown Improvement Authority

Kay Stephenson, Board Chair, COCA Board

Kelly Dozier, Chair, LeMoyne Chain of Parks Art Festival

Lee Daniel, Tourist Development Council/Visit Tallahassee

Marvin Mayer, Red Hills Horse Trials

Michael Parker, Director, City of Tallahassee Economic Development

Ni’Cole McRae, Owner, Ni’Coles Performing Arts Center

Peggy Brady, Executive Director, COCA

Quincie Hamby, Local Artist

Raoul Clarke, President of Springtime Tallahassee

Roxanne Manning, City of Tallahassee

Sean Pittman, Big Bend Minority Chamber of Commerce

Sue Dick, Greater Tallahassee Chamber of Commerce

Also spoke with or obtained information from:

Athens, Georgia Cultural Plan

Austin, Texas Cultural Master Plan

Asheville, North Carolina Cultural Plan

Boulder, Colorado Cultural Plan

Charlotte, North Carolina Cultural Plan

Chattanooga, Tennessee Cultural Plan

Denver, Colorado Cultural Plan

Houston, Texas Cultural Plan

Madison, Wisconsin Cultural Plan

Portland, Oregon Cultural Plan

Education

Althemese Barnes, Executive Director, Riley House Museum

Amanda Thompson, COCA

Amanda Whitaker, Gilchrist Elementary

Barbara Willis, Assistant Superintendent, Leon County Schools

Christopher Heacox, Seven Days of Opening Nights

Donna Callaway, Former Principal, Raa Middle School

Gil Ziffer, City Commissioner

Jackie Pons, Superintendent, Leon County Schools

Janet Pichard, Tallahassee Ballet

Judy Arthur, Teacher, Leon High School

Judy Crews, Retired Leon County Art Teacher and Guidance Counselor

Leslie Puckett, Tallahassee Senior Center Art Coordinator

Lori Danello Roberts, Northwood Arts Project

Michi Meko, Fulton County Arts Council

Nancy Miller, City Commissioner

Ni'cole McCrae, Nicole's Performing Arts Center

Rosanne Wood, former SAIL Principal, COCA Board Member

Russell Daws, Executive Director, Tallahassee Museum

Sheila Costigan, Executive Director, Foundation for Leon County Schools

Viki D. Thompson Wylder, PhD, Curator of Education, FSU Museum of Fine Arts

Also spoke with or obtained information from:

Savannah College of Business

Brevard Council of the Arts

Arts Foundation of Martin County

Fulton County, Art-At-Work program

Cultural Arts Alliance Walton County

Palm Beach County Cultural Council

United Arts of Central Florida

St. Johns Cultural Council

Miami/Dade Department of Cultural Affairs

Funding and Facilities

Allys Paladino Craig, Director, FSU Fine Arts Museum
Althamese Barnes, Executive Director of Riley House Museum
Beth Lewis, Executive Director of Goodwood Museum
Bob Inzer, President, Board of Directors -The Florida Center for Performing Arts and Education
Chris Heacox, Executive Director of 7 Days of Opening Nights
Danny Langston, Board President, Challenger Learning Center
Susan Borland, Education Manager – Challenger Learning Center
Jevelle Robinson, Executive Director – African Caribbean Dance Theater, Inc.
David Watson, Treasurer, Tallahassee Symphony Orchestra
Terry Galloway – Director and Founder Mickee Faust Club
Donna Nudd –Member Board of Directors – Mickee Faust Club
Felicia Leborgne Nowels – President, Board of Directors –
The Mary Brogan Museum of Art and Science
Marcus Rhodes – Executive Director, Southside Arts Complex
Gil Ziffer, Commissioner, City of Tallahassee
Janet Pichard, Executive Director, Tallahassee Ballet
Lee Daniel, Executive Director, Leon County Tourist Development Council
Kerri Post, Deputy Director, Florida Department of State
Larry Fuchs, Board President, LeMoyne Center for the Visual Arts
Mandy Sauer, Executive Director, Tallahassee Symphony Orchestra
David Watson, Treasurer, Board of Directors – Tallahassee Symphony Orchestra
World Ballet
Valerie Arsenault, Music Director – The Tallahassee Bach Parley
Peggy Brady, COCA Executive Director
Russell Daws, Executive Director, Tallahassee Museum of History and Natural Science
Teresa Davis, Executive Director, Tallahassee Little Theatre now Theatre Tallahassee

The Facilities Committee contacted all 2012 COCA grant recipients requesting their input regarding current and future facilities needs.

Reviewed materials, studied data, attended meetings of:

Historical budget data from City of Tallahassee and Leon County

Reports and information provided by COCA

Sales Tax Committee meeting/presentation by proponents of proposed Performing Arts Center

Imagine Tallahassee Steering Committee Meetings

Form 990 tax returns for COCA grant recipients

Various cultural plans from other cities

Capital Improvement and other Grants provided to arts and culture efforts from various states

Plan Implementation

Anne McKenzie, COCA Board

Barbara Boone, Greater Tallahassee Chamber of Commerce

Gil Ziffer, City Commissioner

Johanna Money, COCA Board

John Lawrence, COCA Board

Kay Stephenson, COCA Board Chair

Kristin Dozier, County Commissioner

Lee Daniel, Tourist Development Council/Visit Tallahassee

Dr. Matthew Shaftel, Florida State University

Mike Pate, KCCI and original plan committee member

Miriam Burns, Former Director of Tallahassee Symphony Orchestra

Peggy Brady, Executive Director of COCA

Ramon Alexander, COCA Board

Rosanne Wood, COCA Board

Russell Daws, Executive Director of Tallahassee Museum

Scott Maddox, Tallahassee City Commissioner

Sue Dick, Greater Tallahassee Chamber

Stephen Hogge, COCA Board

Presentations Made to the Whole Committee:

Gil Ziffer, Tallahassee City Commission

Jackie Pons, Superintendent and Barbara Wills, Assistant Superintendent, Leon County Schools

Kay Stevenson, Chair COCA Board

Lee Daniels, Executive Director, Visit Tallahassee

Peggy Brady, Executive Director of COCA

Robert Bendus, Florida Department of State





City of Tallahassee/Leon County
Cultural Plan Review Committee

Capital Area Cultural Plan



RESOLUTION NO. R15 - 12

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, MAKING LEGISLATIVE FINDINGS TO ENSURE THAT TOURIST DEVELOPMENT TAX FUNDS WHICH ARE ALLOCATED FOR THE CULTURAL GRANT PROGRAM, THE CAPITAL NEEDS MATCHING GRANTS FOR ARTS AND CULTURAL FACILITIES PROGRAM, AND COMPONENTS OF THE CAPITAL AREA CULTURAL PLAN THAT SUPPORT ECONOMIC DEVELOPMENT THROUGH TOURISM AND RELATED MARKETING, ARE UTILIZED IN ACCORDANCE WITH SECTION 125.0104, FLORIDA STATUTES.

WHEREAS, section 125.0104, Florida Statutes, provides procedures for levying a tourist development tax and for the authorized uses of the tax; and

WHEREAS, in accordance with section 125.0104, Florida Statutes, the Board has adopted ordinances imposing a tourist development tax, which ordinances are codified at Chapter 11, Article III, Sections 11-46 through 11-53 of the Leon County Code of Laws; and

WHEREAS, Section 11-47 of the Leon County Code of Laws provides that tourist development tax revenues shall be used to fund the Leon County Tourist Development Plan; and

WHEREAS, the Board has amended the Tourist Development Plan to provide for the allocation of tourist development tax funds to support the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing; and

WHEREAS, the Tourist Development Council shall make recommendations to the Board on the appropriate requirements for the capital needs matching grants for arts and cultural facilities program; and

WHEREAS, the Board does hereby make by this Resolution, legislative findings to ensure that tourist development tax revenues which are allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, shall be utilized in accordance with the uses authorized in section 125.0104, Florida Statutes.

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

Section 1. Recitals. The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

Section 2. **Definitions.** For purposes of this Resolution, the following definitions apply.

A. “Promotion” means marketing or advertising designed to increase tourist related business activities.

B. “Tourist” means a person who participates in trade or recreation activities outside the county of his or her permanent residence, or who rents or leases transient accommodations (such as a hotel, motel, apartment, rooming house, mobile home park, recreational vehicle park, condominium, or timeshare resort) for a term of six months or less.

C. “Tourism Marketing” means the action or business of promoting and selling products or services, including market research, advertising, public relations, promotions, social media, direct sales and visitor services.

Section 3. **Components of the Capital Area Cultural Plan that support economic development through tourism and related marketing.**

a. Description of program. The goal of economic development through tourism and related marketing is to position and market the arts, culture and heritage as a strategic partner of Leon County economic development efforts. This is achieved through public and private funding of arts, arts organizations and cultural assets.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To maintain, operate, or promote one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.
- (ii) To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.
- (iii) To promote and advertise tourism in this state and nationally and internationally. However, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

c. Allowable expenditures include: a portion of general operating expenses to support the implementation of the Capital Area Cultural Plan, which may include, but is not limited to the following: tourism marketing; promotion; exhibit costs and rentals; guest artists; printing and graphic design; sets and costumes; lumber supplies and equipment (pertaining to exhibit production); production and technical expenses; site fees/costs; rights fees; postage and freight; a percentage of facility costs as they directly relate to an activity, service, venue or event in support of the program, which has as one of its main purposes the attraction of tourists; any other expenses directly attributable to the program, with the exception of those shown as not allowable; promotion, marketing and programming expenses; and paid advertising that reaches beyond Leon County with potential to drive overnight visitation.

Section 4. Cultural grant program.

a. Description of program. The purpose of the cultural grant program shall be to provide sub-grants and marketing awards to individual local cultural and arts organizations.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To promote one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.
- (ii) To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.
- (iii) To promote and advertise tourism in this state and nationally and internationally. However, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

c. Allowable expenditures include but are not limited to: tourism marketing; promotion; exhibit costs and rentals; guest artists; printing and graphic design; sets and costumes; lumber supplies and equipment (pertaining to exhibit production); production and technical expenses; site fees/costs; rights fees; postage and freight; a percentage of facility costs as they directly relate to an activity, service, venue or event in support of the grant program, which has as one of its main purposes the attraction of tourists; other expenses directly attributable to the grant program, with the exception of those shown as not allowable; promotion, marketing and programming expenses; and paid advertising that reaches beyond Leon County with potential to drive overnight visitation.

d. Non-allowable expenditures include: feasibility studies; architectural drawings; operational support and general operating expenses (administrative costs for running the organization, including but not limited to, salaries, travel, personnel, office supplies, mortgage, rent, operating overhead or indirect costs); costs associated with representation, proposal, or grant application preparation; lobbying; costs for bad debts, contingencies, fines, penalties, interest and other financial costs; costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships; programs restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, religion, creed, national origin, disability, age, or marital status; re-granting, contributions, and donations; reimbursement of costs that are paid prior to the execution of any grant agreement; capital expenses, including building projects, acquisitions, renovations, land acquisition, and other permanent improvements to physical plant (i.e. new roof, air conditioning systems, security fence, lighting grid). Capital expenses also include the purchase of equipment that is not directly related to the production of events or exhibits, and general overhead that is unrelated to programming and/or promotion (i.e. financial audit, board retreats, etc.).

Section 5. Capital needs matching grants for arts and cultural facilities program.

a. Description of program. The purpose of this program is to provide funding for renovation, new construction, or acquisition of cultural facilities located in Leon County. A cultural facility is a building that is to be used primarily for the programming, production, presentation, and/or exhibition, of arts and cultural disciplines, including but limited to, music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and heritage experiences. Capital improvement to a cultural facility would be an addition or renovation of a permanent structural improvement or the restoration of some aspect of the facility that will either enhance the overall value of the property or increase the useful life of the facility.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To acquire, construct, extend, enlarge, remodel, repair, improve, or maintain one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.

c. Allowable expenditures include: building construction projects, acquisitions, renovations, land acquisition, and other permanent improvements to the subject site (i.e. new roof, air conditioning systems, security fence, lighting grid). Capital expenses also include the purchase of equipment; architectural drawings; and costs for planning, including preliminary and schematic

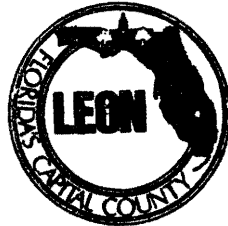
drawings and design development documents necessary to carry out any such improvements to the site.

d. Non-allowable expenditures include: feasibility studies; general operating expenses (administrative costs for running the organization, including but not limited to, salaries, travel, personnel, office supplies, mortgage, rent, operating overhead or indirect costs); costs associated with representation, proposal, or grant application preparation; lobbying; costs incurred or obligated before the project timeline approved is in the grant process; costs for bad debts, contingencies, fines, penalties, interest and other financial costs; costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships; projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, religion, national origin, disability, age, or marital status; re-granting, contributions, and donations; reimbursement of costs that are paid prior to the execution of the grant agreement; private or exclusive entertainment (i.e. parties, receptions or benefits that are not open and accessible to the general public).

Section 6. Effective date. This Resolution shall become effective upon adoption.

DONE AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this 10th day of February, 2015.

LEON COUNTY, FLORIDA



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

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER

By: [Signature]
CLERK

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By: [Signature]
HERBERT W.A. THIELE
COUNTY ATTORNEY

CULTURAL FACILITIES MATCHING GRANT FUNDING AGREEMENT

This Restated Grant Funding Agreement (hereinafter "Agreement"), is made and entered into this ____ day of October, 2019, by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida, (hereinafter the "County") and the Council on Culture and Arts, Inc., a Florida not-for-profit corporation (hereinafter the "Grantee"), collectively, the "Parties".

RECITALS

WHEREAS, on December 9, 2014, the County amended its Interlocal Agreement with the City and CRA to release the County from its prior commitment of TDT funds to construct a performing arts center and, in turn, reallocate annual TDT revenue to support COCA's mission to serve the community in the realm of arts and promote tourism in the county. This resulted in a five-year agreement with COCA whereby the County would dedicate one-cent of the TDT to support implementation of the Cultural Plan through the Cultural Grant Program and an additional ¼ cent of the TDT to support the Cultural Facilities Matching Grants Program.

WHEREAS, The Cultural Facilities Matching Grant Program offers support and funding for renovation, new construction, acquisition or equipping of cultural facilities located in Leon County or the City of Tallahassee; Funded entirely by a ¼ cent TDT, COCA's Cultural Matching Grant Program was a priority of the 2013 Community Cultural Plan that supported non-profit arts and cultural organizations by offering 1:1 matching grants for their capital improvement needs.

WHEREAS, the Grantee has presented the County with the Cultural Facilities Matching Grant Program FY19/20 Guidelines, in which the Grantee set out and identified the services to be provided and identified the person or persons responsible for overseeing and assuring delivery of those services, to implement the grant funding provided herein; and

WHEREAS, the final two funding cycles for the Capital Facilities Matching Grant Program were modified by COCA and approved by the Board on October 24, 2017, to ensure all the ¼ cent TDT collections committed by County over the five-year period were administered by COCA to cultural organizations in the community.

WHEREAS, The County's funding agreement with COCA expires on September 30, 2019. In FY 2020, the ¼ cent TDT collections will revert to the County as previously directed by the Board and adopted in the County's Tourism Ordinance.

WHEREAS, the County and the Grantee wish by this Agreement to reduce their intentions to writing to provide for the obligations of the County in regard to providing the grant funds identified herein and the obligations of the Grantee to provide the services set forth herein, and to more fully delineate the agreement reached between the Parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged hereby, the Parties do agree as follows:

I. Recitals. The Recitals to this Agreement are incorporated herein and made a part hereof as if fully set forth below.

II. Effective Date and Term. This Agreement shall commence on October 1, 2019, and shall end at midnight, local time in Tallahassee, Florida, on September 30, 2022. Per the Cultural Facilities Matching Grant Program guidelines, the grant period is scheduled to end September 30, 2021, however providing the additional year will allow for project extensions if necessary due to unforeseen delays (i.e., construction, labor shortage, permitting, weather, etc.) that can occur with large construction projects. The County Administrator, or designee, may authorize a one-year extension for project construction that has already commenced with demonstration that construction is to be completed by the end of the extension. Upon termination of this Agreement on September 30, 2022, any unused funds shall be returned to the County within 15 days of the date thereof.

III. Services to be Provided.

- A. Grantee shall provide the activities, functions, and services (“Services”) identified in the Cultural Facilities Matching Grant Program Guidelines FY19, in which the Grantee set out and identified the services that it would undertake and identified the person or persons responsible for overseeing and assuring that those services would be delivered, a copy of which is attached hereto as Exhibit A, and made a part hereof, as if fully set forth below.
- B. The Services to be provided by the Grantee, which are described in Exhibit A, shall include:
 - 1. Granting management services include creating, implementing and managing the final Cultural Facilities Matching Grant Program, including releasing updated guidelines; panelist recruitment and training; grants facilitation training; organization and facilitation of grant panel meetings; applicant and grantee education and communication; facilitation of the grants approval process with the COCA board, Tourist Development Council and the Board of County Commissioners; post-award management of grant compliance and fund distribution; receipt, review and evaluation of interim and final reports. Grantee shall provide written updates quarterly on the sub-grants to the Leon County Division of Tourism.
- C. Grantee shall be responsible for all expenses associated with the performance and delivery of Services required by this Agreement.
- D. Grantee shall comply with all applicable laws, ordinances and regulations governing its operation and in the provision of the Services herein required and the expenditure of funds herein granted.

IV. Grant Funds Amount, Distribution and Use.

- A. Grant Funds Amount:
 - 1. The County agrees to provide to Grantee an amount not to exceed twenty-five one hundredths (.25) cent of the five (5) cent Tourist

Development Tax collected in FY 2019, for Services further described in Section III.B., herein.

- a. The funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax shall be available in arrears for the use by the Grantee in the Fiscal Year 2020 immediately following the Fiscal Year 2019 in which the funds are collected in accordance with subsection B.1.a.

B. Distribution:

1. The Grantee shall receive a disbursement of funds from the Tourist Development Tax fund in the amount of twenty-five hundredths (.25) cent of the five (5) cent Tourist Development Tax based upon the amount collected during Fiscal Year 2019, in the following manner:
 - a. The Grantee shall receive funds comprising twenty-five one hundredths (0.25) cent of the five (5) cent Tourist Development Tax in Fiscal Year 2020 immediately following the Fiscal Year 2019 of its collection. The Grantee shall receive the amount described herein within thirty (30) days of any Capital Facilities Matching Grant Program funding request(s) approval by the Board of County Commissioners. Receipt of such funds is also contingent upon an appropriate invoice, Mid-Year report, and Annual report provided to and approved by the County.

C. Restrictive Uses:

1. Funds received by the Grantee pursuant to this Agreement shall only be used for those purposes set forth herein. Failure to do so may result in the County exercising its right to seek any available remedies at law or in equity.
2. Expenditures relating to the Capital Facilities Matching Grant Program utilizing Tourist Development Tax revenues shall be consistent with the authorized uses set forth in section 125.0104(5)(a), Florida Statutes, and the requirements of Resolution R15-12 of the Board of County Commissioners, attached hereto as Exhibit B, and incorporated herein as if fully set forth below. Further, use of the funds described in subsection B.1.a. shall be restricted solely to expenditures related to the Capital Facilities Matching Grant Program.

Per 125.0104(5)(a), Florida Statutes, expenditures must be utilized pursuant to this section by a county imposing the tourist development tax for the following purposes only:

- a. To acquire, construct, extend, enlarge, remodel, repair, or improve one or more:
 - i. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied;
 - ii. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or
 - iii. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied.
- 3. Funds shall be deemed misused when the Grantee does not fully comply with the terms governing the use of such funds, in accordance with the provisions of this Agreement. The Grantee hereby agrees to repay to the County any and all misused funds within fifteen (15) days of delivery of notice of misuse of funds to the Grantee by the County. Misuse of such funds shall be deemed a material breach of this Agreement and grounds for termination thereof.
- D. Return of Unused Funds: Any unused funds shall be carried forward in an appropriate trust fund of the Grantee. Upon termination of this Agreement on September 30, 2022, any unused funds shall be returned to the County within 15 days of the date thereof. Failure to do so may result in the County exercising its right to seek any available remedies at law or in equity.
- E. Future distributions of funds to the Grantee will be contingent upon compliance with this Agreement and the status of previously disbursed funds to the Grantee.
- F. The County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment as set forth herein to the Grantee at any time and for any reason.

V. Audits, Records and Reports.

- A. Grantee acknowledges and agrees the County reserves the right to conduct financial and program monitoring, as well as the right to perform an audit of the Grantee's records. An audit by the County shall encompass an

examination of all financial transactions, all accounts, and all reports, as well as an evaluation of compliance with the terms and conditions of this Agreement. The County reserves the right to inspect all records and conduct audits to ensure both program and fiscal compliance and shall provide written notice of any findings and proposed corrective action, if any, to the Grantee. The Grantee agrees to comply and cooperate immediately with any inspections, reviews, investigations, or audits, when deemed necessary by the County.

- B. Grantee agrees to submit a Mid-Year and Annual report to the County detailing Grantees activities, sub-granting, and use of grant funds. Each year, the Annual report shall be submitted to the County by October 15 and the Mid-Year report shall be submitted to the County by April 15 and shall be in a format as prescribed by the County. The Mid-Year and Annual reports shall detail how funds were spent and the results of Grantee's efforts, and shall, at a minimum, include data on sub-granting, marketing awards to individual local cultural and arts organizations, operational costs, overhead costs for the Cultural Tourist grant program, and follow-up information on civic/not-for-profit organizations receiving assistance from the Grantee in previous years. The Grantee shall also provide the County with an annual financial audit for the prior term and a report of all expenditures for the prior term, documenting the details of each expenditure made and Service provided hereunder as part of its Annual report. Grantee shall provide the Leon County Office of Financial Stewardship, for their review, a copy of any audit it has had performed.
- C. Grantee agrees to maintain and keep any and all records necessary to substantiate the expenditure of funds consistent with Services set out in this Agreement. The Grantee shall use an accounting system that meets generally accepted accounting principles. The Grantee shall be required to establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this Agreement. This includes the retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement. If an audit has been initiated, and audit findings have not been resolved at the end of six (6) year period, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the County. Records shall be retained for longer periods when the retention period required by law exceeds the time frames required by this Agreement.
- D. Upon demand, at no additional cost to the County, Grantee shall facilitate the duplication and transfer of any records or documents during the required retention period, and shall ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County. Grantee also agrees to

produce all records requested by the County for its determination that monies distributed by the County are being spent in accordance with this Agreement, at no additional cost to the County.

VI. Public Records.

With regard to the Public Records, the Grantee shall:

- A. Keep and maintain those records that ordinarily and necessarily would be required by the County in order to perform the Services under this Agreement, hereinafter "public records".
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost to the public as set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements, are not disclosed, except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Grantee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Kerri Post
315 South Calhoun Street, Suite 540
Tallahassee, FL 32301
850-606-2300
postk@leoncountyfl.gov**

VII. Personnel, Subcontracting and Sub-granting.

- A. The Grantee represents that it has and will maintain adequate staffing to carry out the Services to be provided under this Agreement. Such employees shall not be employees of the County or have any contractual relationship with the County.

- B. All Services required hereunder will be performed by the Grantee and all personnel engaged in the performance of work or Services shall be fully qualified and properly authorized under appropriate state and local laws to perform such Services.
- C. Any of the work or Services to be performed under this Agreement which are subcontracted by the Grantee shall be set forth and described with sufficient particularity and included in the Mid-Year and Annual Report required to be submitted by the Grantee in accordance with Section V. B.
- D. The Grantee shall require all recipients of sub-granting awards paid out to individual organizations to enter into and fully execute and be bound by a Sub-Grant Agreement.

VIII. Reporting and Notices.

- A. Upon execution of the Agreement, the Grantee will provide in writing, the Grantee staff member who will be responsible for the submission of all Grantee reports to the County for the administration of this Agreement.
- B. All reports must be submitted electronically to Kerri L. Post, Director, at postk@leoncountyfl.gov. All other related correspondence may be submitted to:

Kerri L Post, Director
Leon County Division of Tourism
315 South Calhoun Street, Suite 540
Tallahassee, FL 32301

- C. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Grantee: Kathleen Spehar, Executive Director
Council on Culture and Arts
816 S. Martin Luther King Jr. Blvd
Tallahassee, FL 32301

Notice to the COUNTY: Kerri L. Post, Director
Leon County Division of Tourism
315 South Calhoun Street, Suite 540
Tallahassee, FL 32301

IX. Termination.

- A. This Agreement may be terminated by either Party, without cause, upon not less than 30 calendar days' notice in writing to the other Party, unless a sooner time is mutually agreed upon in writing by the Parties.
- B. This Agreement may be terminated immediately by either Party, for cause, upon written notice to the other Party.
- C. In the event that funds for payment pursuant to this Agreement become unavailable or inadequate, the County may terminate this Agreement upon not less than 10 days' notice in writing to the Grantee. The County shall be the final authority as to the availability and/or adequacy of funds. In the event of termination of this Agreement, the Grantee will be compensated only for any work performed under this Agreement which has been satisfactorily completed.
- D. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. Failure to have performed any contractual obligations in the Agreement in a manner satisfactory to the County shall be deemed sufficient cause for termination. The provisions herein do not limit the County's right to any other available remedies at law or in equity.

X. General Provisions.

- A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.
- B. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- C. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
- D. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- E. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

- F. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.
- G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- H. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- I. Public Bodies. It is expressly understood between the Parties that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by the County to claim such exemptions, privileges or immunities as may be provided to that Party by law.
- J. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- K. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.
- L. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
- M. Revision. In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for the Grantee to deviate from the requirements of this Agreement, the Grantee shall obtain the prior written consent of the County.
- N. Publicity. Without limitation, the Grantee and its employees, agents, and representatives shall not, without prior written approval of the County, in

each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or Services provided by the Grantee have been approved or endorsed by Leon County or refer to the existence of this Agreement in press releases, advertising or materials distributed by the Grantee to its respective customers.

- O. Public Entity Crime. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of a public entity crime to transact business with Leon County: when a person or affiliate has been placed on the convicted vendor list following a conviction for public entity crime, he/she may not submit a bid on a contract to provide any goods or Services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category two, for a period of 36 months from the date of being placed on the convicted vendor list.
- P. Civil Rights Requirements. The Grantee shall not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, or sex. The Grantee further agrees that all subcontractors or others with whom it arranges to provide Services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex. The Grantee shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990.
- Q. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.
- R. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

- S. Indemnity. The Grantee agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Grantee, its delegates, employees and agents, arising out of or under this Agreement, including a reasonable attorney's fees. The County may, at its sole option, defend itself or require the Grantee to provide the defense. The Grantee acknowledges that ten dollars (\$10.00) of the amount paid to the Grantee is sufficient consideration of the Grantee's indemnification of the County.
- T. Dispute Resolution.
1. All disputes arising under or relating to this Agreement shall be resolved in accordance with the provisions of this Section. A "dispute" shall be understood to mean any conflict or controversy, and may be an assertion of a right, claim, or demand by any Party, met by contrary claims or allegations by the other Party.
 2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 - b. Both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both Parties, then such resolution shall be reduced to writing.
 - c. If the Parties are unable to reconcile the dispute to the mutual satisfaction of both Parties, then such impasse shall be reported by the County to the County Administrator.
 - d. The County Administrator, who is charged with deciding the ultimate outcome of the dispute, shall reduce the decision in writing and furnish a copy to both Parties within fifteen (15) business days of notification of the dispute. The decision rendered by the County Administrator shall be final and binding on the Parties.
- U. Agency. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the Parties hereto, or as constituting either Party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations and shall not expressly

represent to any Party that the Grantee and County are partners or that Grantee is the agent or representative of the County.

V. Sovereign Immunity.

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County under section 768.28, Florida Statutes.

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

LEON COUNTY, FLORIDA

COUNCIL ON CULTURE AND ARTS

BY: _____
Vincent S. Long, County Administrator

By: _____
As Its: _____
Date _____

DATE: _____

Attest: _____
As Its: _____

ATTEST:
Gwendolyn Marshall
Clerk & Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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



COUNCIL ON CULTURE & ARTS | TALLAHASSEE/LEON COUNTY

CULTURAL FACILITIES MATCHING GRANT PROGRAM FY19

**Administered on behalf of
Leon County Government**



Visit
Tallahassee
A Division of Leon County

Cultural Facilities Matching Grant Program Guidelines

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CULTURAL FACILITIES MATCHING GRANT PROGRAM GUIDELINES

PURPOSE OF THE PROGRAM

To offer support and funding for renovation, new construction, or acquisition or equipping of cultural facilities located in Leon County or the City of Tallahassee.

A **Cultural Facility** is a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but perhaps not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and historical/heritage facilities.

The intent of this grant program is capital improvement that, for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

BASIC ELIGIBILITY

All applicants must meet the following basic legal and program eligibility requirements at the time of the application.

All applicant organizations must:

1. Be physically located in the City of Tallahassee or Leon County, Florida.
2. Be a non-profit, tax exempt Florida corporation according to these definitions:
Incorporated as an active nonprofit Florida corporation, pursuant to Chapter 617, Florida Statutes;
Designated as a tax-exempt organization as defined in Section 501(c)(3) or 501(c)(4), of the Internal Revenue Code of 1954; and
Allowed to receive contributions pursuant to the provisions of s.170 of the Internal Revenue Code of 1954.
3. Have provided at least three (3) years of year-round arts or cultural programming in Leon County.

FACILITY ELIGIBILITY

The applicant's venue for the proposed project must be located in Leon County, and *by the application deadline*, must be one of the following:

- An auditorium that is owned and operated by a government entity;
- An auditorium that is owned by a government entity that is leased to a not-for-profit organization for operation as an auditorium open to the public;
- An auditorium that is subleased from a government entity to a not-for-profit organization for operation as an auditorium open to the public;
- A museum that is owned and operated by a government entity;
- A museum that is owned and operated by a not-for-profit organization and open to the public.
- A museum that is owned by a government entity that is leased to a not-for-profit organization for operation as a museum open to the public.

GRANT REQUIREMENTS

All applicant organizations must:

1. Own or have an executed lease for the undisturbed use of the land or buildings for a period of no less than 10 years (or both). Exception: Unless land or buildings or both are publically owned and leased to an eligible applicant.
2. Retain ownership of all improvements made under the grant. Exception: Unless land or buildings or both are publically owned and leased to an eligible applicant.
3. Provide an organization operating budget showing total revenue and support for the last two (2) completed fiscal years. Organizations must also provide a five (5) year budget projection.
4. Provide a digital file reduction of current architectural plans. (This is required for new building projects. Encouraged for all other applicants.)
5. Provide support letters indicating project impact and worthiness (five (5) letters or fewer). Any applicant requesting and receiving grant funds from this program for the purpose of construction, rehabilitation, remodeling, or preservation of a historic property, must do so in conformance with the Secretary of the Interior's Standards for Historic Preservation. Please see these standards and additional information at www.nps.gov/history/hps/tps/tax/rhb/.
6. Have at least 25% of the total matching funds confirmed by the application deadline. The applicant must have 100% of the matching funds confirmed before grant funding will be disbursed.

Applicants can only have one "open" cultural facilities grant at a time.

UNALLOWABLE EXPENDITURES FOR GRANT PROGRAM FUNDING

No Facilities project expenditures will be allowed for the following, from COUNTY funds or from matching funds:

1. General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.).
2. Costs associated with representation, proposal, or grant application preparation.
3. Costs incurred or obligated before project timeline approved in the grant process. (See exceptions on p. 5 under "Allowable Matching Funds.")
4. Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any County agency.
5. Costs for planning, including those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
6. Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.
7. Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.

8. Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.
9. Re-granting, contributions, and donations or endowment contributions.
10. Feasibility studies, architectural drawings or operational support.
11. Expenditures for space rental, improvement, or maintenance not specifically identified with the project.

ALLOWABLE MATCHING FUNDS

There are five types of allowable matches.

- Irrevocable pledges
- Documented in-kind contributions
- Prior eligible expenditures directly related to the project and made within 2 years prior to the application date
- A portion of the value of the land or building directly used for the grant project
- Cash on hand (Liquid Assets)

At least 25% of match must be cash-on-hand. No more than 50% of the match may be irrevocable pledges or in-kind contributions.

Volunteer hours may not be used as in-kind unless they are providing professional services. For example, a plumber or carpenter may provide in-kind as a skilled trade professional, but not as a general volunteer for the organization.

In-Kind contributions by the applicant are **not eligible** for match.

For further details, see “Match Requirements” and “Restrictions on Matching Funds” below.

MATCH REQUIREMENTS

- Match must be at least 1:1, or one applicant dollar for every one County dollar requested.
- Matching funds **must be specifically related to the project for which grant funds are being requested.**
- Required documentation for the match is listed below and on the application.
- **Match must be 100% complete and confirmed at the time of grant award.** Applicant must have at least 25% of total match confirmed by the application deadline.

1. **Cash-on-Hand.** At least 25% of the match must be cash-on-hand (not merely pledged) and dedicated to the project before grant funding may be released. (Example: if match is \$1,000, at least \$250 must be cash-on-hand). Cash-on-hand may exceed 25% of the total match, but may never be less than 25% of the total match. Cash-on-hand may be documented by submitting a grant award confirmation, or an account statement that shows the availability of the cash, accompanied by board minutes or an executive director’s statement attesting to the approved use of those funds—free from restrictions, liens—are dedicated to the proposed project, or an award letter for a government appropriation.

2. **Irrevocable Pledges.** Irrevocable pledges of cash payment must be received and obligated by the end of the grant encumbrance period of 21 months). Pledges must be documented in the following manner:

- a. Name of person or organization making the pledge;
- b. Date and amount of the pledge;

- c. When the pledge will be paid (must be paid by end of the grant encumbrance period); and
- d. Intent of the donor for use of the funds must be confirmed to be specifically for the proposed project.

Only pledges that are auditable are acceptable.

No more than 50% of the total match may be irrevocable pledges and/or in-kind contributions.

3. In-Kind Contributions. Sources of in-kind contributions and the goods and services received must be itemized at the time of application, and utilized by the end of the grant encumbrance period. In-kind contributions must be dedicated to the project and will be accepted toward the match if received and utilized within the proposed project period dates and/or by the end of the grant encumbrance period. Itemized in-kind contributions must include the following information:

- a. Name of person or organization making the in-kind contribution;
- b. Date and description of goods and services donated; and
- c. Fair market value of the in-kind contribution, including total value of the goods and services, amount to be donated, and the basis for the determination.

4. Prior Expenditures. Prior expenditures directly related to the project may be accepted toward match if made within two (2) years prior to the application date. Itemized prior expenditures must include the following information:

- a. Date and description of expense;
- b. Brief explanation of purpose of expense and how it relates to grant project.

5. Land or Building. Up to 10% of the value of the land or building specifically used for the grant project can be counted toward match. The land or building may be appraised for the purposes of the match. However, the cost of the appraisal may not be counted towards the match. Applicants may use an appraisal or the organizational audit or 990 to demonstrate the value of the land or building applied towards the match.

RESTRICTIONS ON MATCHING FUNDS

- Revenue from bond issues that have not been passed at the time of application will not be acceptable as match. Cash proceeds must be received and expended by the end of the grant period.
- Revenue from grants that have not yet been awarded will not be acceptable as match.
- Fundraising costs will not be acceptable as match.
- Legal fees or taxes will not be acceptable as match.
- Matching funds will be designated only to the project phase presented in this application and may not be used in previous or succeeding applications.
- Matching funds may have been expended prior to the execution date of the Grant Award Agreement; as long as they are clearly a part of the project described and can be documented and as long as they are made within two (2) years prior to the application date. However, at least 25% of the matching funds must be confirmed by the application deadline.
- Interest paid on mortgage. The interest paid on the mortgage is considered to be the "cost of doing business," and may not be used as match.

- Building or Land as match:
 - The value of buildings or land not owned by the applicant may not be used as match.
 - The building or land must have been intended for the grant purpose at the time of purchase or acquisition.
 - A building or land used for the grant project may be appraised for purposes of the match. The cost of the appraisal cannot be counted toward the match. Only 10% of the portion of the land or building directly used for this project may be counted towards the match.
 - Owner must live in Leon County
 - Must have unrestricted use of the building or land for at least 10 years
- Loans may not be used as match. Only unencumbered equity may be counted as match.
- In-kind contributions by the applicant are **not eligible** for match.

MATCHING FUNDS DOCUMENTATION

- Prepare all Matching Fund documentation within a single PDF, if possible.
- If there are multiple Matching Fund documents, attach them in the order in which they are listed on the Match Form, or include a cover listing of all the documents included.
- Identify any Matching Fund documentation clearly, especially if it is not immediately clear who or what they are funding.
- Matching documentation must be included if you indicate it as “confirmed” on the Match Form.
- Matching Funds Confirmation requires audit-ready documentation, such as:
 - Grant award letters, written or emailed pledge to support the project, sponsorship agreements, etc., which includes:
 - Donor/Company,
 - Contact information,
 - Amount of the contribution/award,
 - Date by which the contribution, award, or pledge will be paid, and
 - Use or purpose for the funding - must be intended specifically for the project. If the document indicates general support for the organization and does not specify the project, you must submit accompanying letter from the executive director as in “Applicant Cash” item, below.
 - Any restrictions on the funding, such as: approval process, acknowledgement requirements, specific materials of value such as tickets, advertising space, etc.).
- A notice of intent to consider support for the project does not qualify as confirmed, but may be included to show potential or pending matching funds. Indicate these in the “unconfirmed” column on the Match Form.
- Applicant Cash – If using applicant cash to support a project, the documentation must include: the amount, the availability of that amount to be used specifically for this project, that the amount is free and clear from liens or other use restrictions, and that it has been dedicated specifically to this project, as approved by the applicant organization’s executive director, or an officer of the Board of Directors. The applicant’s recent financial statements (as submitted with the application) should support this availability of funds from Applicant Cash.
- Documentation of In-Kind support must be included in the project plan narrative, budget, budget detail and match forms in order to reflect the total cost of the project. It is recommended to document all forms of In-Kind support for the proposed project, whether or not used as Matching Funds.
- Matching Funds Confirmation of In-Kind Support requires documentation, such as:

pro-bono value statements (from the providing source); statement of contributed item and value, volunteer hours (statement includes name, contact, service to be provided, number of hours, rate and total value of service(s), etc. As with all matching funds, the contribution or donation must be specifically for the project.

FUNDING REQUESTS AND LIMITATIONS

- **There is no maximum funding request for the FY19 Cultural Facilities Matching Grant Program.** The minimum allowable funding request is \$5,000.
- Funding Request must be no greater than 50% of the total eligible budget costs for the project.
- Organizations may only submit a single application per year.

PROJECT TYPES ALLOWED

- Acquisition – land/building purchase
- Construction – a. New building (ground up building construction), or
b. building addition resulting in air conditioned square footage by 25% or more
- Renovation – repair, addition, or alteration of a building/property
- Equipping – outfit or return a property to a state of utility through replacement of capital fixtures and equipment; including fixtures, furnishings and equipment that will replace, increase or alter to enhance technology, make possible a greater capacity, or make more efficient use of the space.

No “bundling” of items. Proposal must be for one proposed project only. Trying to include more than one stand-alone project to make a bigger project for the proposal is discouraged. All elements of the project shall be integrated into the proposed project scope.

No multi-year requests. All new requests will be single-phase projects. Single Phase Projects are defined as those which will be completed within 21 months after grant funds are available.

CHANGES IN PROJECT SCOPE OR VENUE

Anything that substantially reduces the scope or character of the funded project is not allowed.

Any material changes in project scope or of a variance of 20% or more of total budget **or any one line item**, must receive approval by COCA *in advance* in order to receive further funding.

PROJECT EXTENSIONS

Grant period extensions may be requested by the applicant. An extension of the completion date must be requested at least 30 days prior to the end of the grant period. COCA may approve extensions not to exceed 120 days for any project unless the Grantee can clearly demonstrate extenuating circumstances.

An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were hired. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant, or failure to raise sufficient matching funds.

To request an extension, Grantee must submit written request to COCA at the earliest possible date, or at least two (2) months in advance of the project end date. Request must include: project title and brief description, award amount, requested amount of time for extension (number of days/months) and

explanation for extension request. The request must include any project scope changes and budget impact related to the extension.

The extension request will come before COCA for consideration. If approved, the grant is considered in "current" standing. The length of time awarded by the approved request extends the project grant period accordingly, and a contract amendment will be issued. If any follow-up information is requested, this becomes part of the grant requirements and must be completed to maintain current status.

LEASE AND LAND REQUIREMENTS

Applicant organizations must document ownership or undisturbed use as follows:

1. **Legal proof of unrestricted ownership of land and building.** Unrestricted shall mean unqualified ownership and power of disposition. Property that does not meet the unrestricted ownership criterion will not be eligible for match. Documentation may include a deed, title, or copy of a recent tax statement. Provisional sales contracts, binders, or letters of intent are not acceptable documentation of ownership.

OR

2. **Undisturbed use of property for a specific period of time.** This specific period of time must begin no later than the deadline date for the application in which funding is requested, and must continue for the minimum period of time required according to the Project Scope. For building renovation or construction, the remaining lease term must allow for a minimum of 10 years' public access to the facility, under normal operating hours, beyond the completion date of the proposed project.

Documentation must include:

- an executed copy of a lease with applicant, and
- a written explanation of any easements, covenants, or other conditions affecting the use of the site or facility, or both.

***Important:** The length of the lease is measured from the remaining term as of the date of application. Provisional extensions to meet the minimum lease requirement are not acceptable. All original and executed lease extensions must be submitted with the application.

LEASE CHECKLIST

CHECKLIST FOR LEASE

THE FOLLOWING CHECKLIST WILL INDICATE THAT THE AUDITORIUM OR MUSEUM IS ELIGIBLE TO APPLY FOR THESE FUNDS IF ALL THE ITEMS BELOW ARE TRUE.

- The underlying fee simple ownership will be by a government entity, who will be the Landlord under the Lease.
- The Lease may provide a right to the Tenant to construct improvements, but for said constructed improvements and other improvements on the property, they cannot be materially modified without the approval of the Landlord. The Lease may authorize the Tenant to apply for TDT Dollars to be used for improvements and other authorized project-specific expenditures under the TDT guidelines.
- The Tenant must maintain in all respects the improvements and deliver them to the Landlord at the end of the Lease in the same condition as when constructed, reasonable wear and tear accepted.
- If the Tenant is dissolved, that will constitute a default under the Lease and terminate the Lease with any improvements reverting back to the Landlord.
- During the term of the Lease, the Tenant may show the value of the improvements on its books, with a note that upon termination, those improvements revert to the Landlord.

- The use by the Tenant for the property and improvements must be agreed upon and will be restricted to a cultural facility use (see “Definitions and Terms”). Tenant may not assign its rights under the Lease without Landlord's approval and the use may not change without Landlord's approval.

CHECKLIST FOR SUBLEASE FROM GOVERNMENT ENTITY THAT IN TURN IS LEASING FROM A PRIVATE SOURCE

When a museum or auditorium building is owned by a not-for-profit organization but situated on land owned by a private source that is leasing to a government entity that is subleasing to the applicant not-for-profit ...

- The term of all Leases and subleases must be for a required number of years, at least equal to the useful life of any improvements to be constructed by the Tenant.
- Language in the Lease Agreement assures us that auditorium or museum usage will remain for the length of the lease.
- Language in the lease that states that the government entity will become responsible for maintaining the auditorium or museum should the not-for-profit default on the lease.

For Acquisitions only

Acquisition applicants will be considered exempt from this ownership eligibility requirement. If the application is for an acquisition, the applicant must provide a description of the facility, purchase price, and a letter of intent to sell signed by the seller. The purchase of (closing on) the property or facility (an expense) may not take place prior to the execution of the Grant Award Agreement.

ADMINISTRATIVE AND REPORTING REQUIREMENTS

If a grant is awarded, recipients shall enter into a contractual Grant Award Agreement with COCA which specifies the applicant's responsibilities. The applicant shall comply with the administrative and accounting requirements set forth in the Grant Award Agreement, which include but are not limited to:

1. Submission of interim reports at six-month intervals (at a minimum) and a final grant report.
2. The Grantee shall maintain an accounting system that provides for a complete record of the use of all grant and matching funds, including:
 - a. Establish an accounting system that records project expenditures by using the same expense categories as those in the original application.
 - b. All project documentation must be kept current, and accessible to COCA or Leon County, upon request, and retained for a period of five (5) years after the project and grant reporting requirements have been completed.

ENCUMBRANCES AND EXPENDITURES

Grant recipients must encumber (commit or contract for) all County dollars for the length of the grant period. Grant funds may not be encumbered or expended prior to the signing of the Grant Award Agreement by all parties.

FUNDING ACKNOWLEDGEMENT

For projects funded wholly or in part by this grant, Applicant organizations must acknowledge COCA and Leon County in signage and media, including digital communications and websites and programs, publications and other printed materials.

Acknowledgment will include the County's, and COCA's logo **and** use of the following statement, as best suited to the collateral design, and at a size that is legible. Verbiage for acknowledgment is as follows: "This project is funded in part by Leon County Government through the Council on Culture & Arts."

Requests for exceptions to the verbiage or logo compliance may be approved if noticed to COCA in advance of publication deadline.

Acknowledgement to COCA and Leon County must be commensurate with the recognition provided to other contributors and sponsors of the project in any of the following applications:

- a. On a permanent sign constructed on the project site;
- b. On a temporary signage displayed at the construction site; and
- c. In all major publications, printed and digital media.

INDEMNITY, SAFETY AND INSURANCE REQUIREMENTS

Indemnity. To the fullest extent permitted by law, applicant will defend, indemnify and hold harmless COCA and Leon County from and against all claims, damages, losses and expenditures, including reasonable attorneys' fees and costs, arising out of or resulting from its activities under the Agreement.

Safety. Applicant will comply, and will require its contractors (if any) to comply, with all applicable laws, ordinances, rules, regulations, standards and lawful orders from authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

Insurance. Applicant shall provide and maintain insurance coverage throughout the term of the contract, or until the completion of the proposed project, whichever is sooner, of such types and in such amounts as may be necessary to protect against misappropriation of the Program funding and damage to or destruction of the improvements purchased or constructed with said funding. Applicant or insuring agent will provide certificates of insurance evidencing said coverage, according to the following requirements:

a. Applicant will have in force the following insurance coverage and will provide Certificates of Insurance to COCA prior to commencing project under the Agreement to verify such coverage. It shall be the responsibility of the Applicant to ensure that all its contractors and subcontractors procure and maintain the insurance coverage outlined below for the duration of the project, unless noted otherwise.

i. **Commercial General Liability** - Applicant will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The insurance policy will list COCA and Leon County as an additional insured, with respect to the Commercial General Liability insurance.

ii. **Commercial Automobile Liability** – Applicant will provide coverage for all owned, non-owned and hired vehicles directly related to the grant project for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

iii. **Workers' Compensation**, if applicable – Applicant will provide coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. Coverage is required in accordance with State of Florida statutory requirements.

iv. **Employee Dishonesty/Crime Insurance** – Applicant will provide coverage greater than or equal to sixty-five percent (65%) of the amount of the Cultural Facilities Program grant award.

v. **Payment and Performance Bonds** – The contractor shall execute payment and performance bonds in amounts at least equal to the *current project phase amount* (total amount of the proposed project, not including prior expenditures toward the project, nor is it mandated to cover soft costs, which typically include design, engineering, permitting (DE&P) and project administration) in such form and with such sureties as may be acceptable to the Applicant and COCA. If the surety on any bond furnished by the contractor is declared bankrupt or becomes insolvent or its rights to do business in the State of Florida are terminated, or it ceases to meet the requirements imposed by this agreement, the contractor shall within five (5) business days thereafter substitute another bond and surety, both of which shall be acceptable to the Applicant and COCA. The bonds must remain active throughout all current work related to the proposed project.

NOTE: If an Applicant/Grantee's project is limited to new equipment installations, a builders' risk or installation floater (inland marine coverage) is acceptable, with the caveat that the policy must include coverage for any damage done to the existing structure caused by the new installation.

vi. **Builders' Risk/Installation Floater** – The contractor shall provide "all risk" property insurance on any construction, additions, and machinery and equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of applicant's final acceptance of said improvements. In the event that the grantee does not work with a contractor on the funded project, the organization must purchase or add Builders' Risk to their current property program (Commercial General Liability). This is a cost that would have to be incorporated into the grant request. The Builders' Risk policy must remain active throughout all current work related to the proposed project and must not terminate until the final acceptance of a contractor's work, all vendors' installations, final release of occupancy, and final acceptance at completion of the project has been made by the applicant.

vii. The insurance coverage shall contain a provision that forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to COCA, or 10 days for nonpayment. (These terms are no longer provided on the ACORD standard industry Certificates of Insurance Cancellation, but shall be included in the policy provisions.)

b. Any exceptions to the insurance requirements in this section must be requested in writing by the Applicant and approved by COCA. Such a request should include reasons why the Applicant is unable or unduly burdened by the requirement it desires reduced or waived.

c. Compliance with these insurance requirements shall not relieve or limit the Applicant's liabilities and obligations under this Agreement. Failure of COCA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COCA to identify a deficiency from evidence provided will not be construed as a waiver of the Applicant's obligation to maintain such insurance.

Project Team and Management - Cultural Facilities Funding projects require very specific usage and project management oversight, and frequently necessitate a contractor, or project manager. In the event that a contractor will not be engaged for the project management, it becomes even more critical to provide roles and responsibilities for the project team, organization staff, and Board of Directors, with regard to the project management.

FINANCIAL REPORTING

Financial Statements will be required as part of the application. The following chart shows the financial statements required based on the Applicant's operating budget (unrestricted operating revenue) for most recently completed fiscal year. Please note: No compilation reports will be accepted for audited or reviewed financial statements.

If your organization's unrestricted, operating revenue for the most recent fiscal year was:

\$1.5 million or greater

You must submit

- a) Form 990,
- b) Independent, certified audit for most recent fiscal year,
- c) AND current year, board-approved financial statements

Between \$500,001-\$1.5 million

You must submit

- a) Form 990 AND
- b) Independent, certified audit, OR
- c) reviewed, financial statements AND current year, Board-approved financial statements

Less than \$500,000

You must submit

- a) Form 990 AND
- b) Independent, certified audit OR
- c) reviewed financial statements, compiled financial statements OR
- d) Self-reported year-end financial statements signed by the organization's treasurer or accountant AND current year- to- date financial statements

PANEL MEETING

An independent panel will meet to discuss the applications and ask questions of applicants, if requested. The grant review panel will be assigned and supported by COCA. Applicants will be invited to attend the meeting to answer questions from the panel. No presentations or updates from applicants will be allowed at the panel meeting. After panel discussion at the public panel meeting, each panelist will finalize their scores and submit them for final data entry and ranking. Panel will hold consensus discussion on final scores, ranking, and funding recommendations.

SCORING, RANKING, AND FUNDING

Scoring. The total possible number of points for a grant application is 105. The grant panel's evaluation will be based on the information contained in the application and required attachments. The panel members' individual ratings will be averaged to determine a final score for each application. Applications receiving a score of 75 or higher will be considered for funding.

Bonus points will be added to the Applicant's average score based on the length of the Applicant's length of operation. Such length and points shall be determined from the date of incorporation to the date of the application deadline, according to the following rubric:

10 to 15 years – 2 points

15 to 20 years – 3 points

More than 20 years – 5 points

Scoring will be Olympic-style, meaning that the high and low score will be dropped and the remaining scores will be averaged together. Scores will be calculated to the thousandths of a point (example: 85.437). For funding consideration, a final score of 75 or greater is required.

Ranking. A priority list is determined by the rank order of all proposed projects based on the Olympic average score of each application. The number of Applicants funded will depend on the amount of the funding pool available, awarding funding to the highest scoring applications, until the pool is depleted. Any remaining partial request amount will be taken into consideration by the panel as they decide the funding recommendation by consensus.

Final approval of ranking and funding recommendations. COCA's Board of Directors and Leon County's Tourist Development Council (TDC) reviews and approves the funding recommendations of the grant panel.

The grant panel will have the flexibility to offer partial funding but not less than 80% of the Applicant's request. However, the goal of the program is to fully fund organizations' requests.

GRANT PANELIST EVALUATION RUBRIC

A. Concept (40 Points Total)

Q1: Need – 20 Points

Q2: Vision – 15 Points

Q3: Inspire Excellence – 5 Points

B. Facility (30 Points Total)

Q4: Process/Design/ & Planning – 15 Points

Q5: Quality – 15 Points

C. Management & Budget (30 Points Total)

Q6: Operational Readiness – 10 Points

Q7: Financial Readiness – 15 Points

Q8: Care & Stewardship – 5 Points

PAYMENT SCHEDULE

Reporting and Disbursements Schedule to be determined according to project timeline and draw-down needs, on a project-by-project basis.

- **Report/Disbursement #1 – 25% of award** upon Execution of Award Agreement with required updates

- **Report/Disbursement #2 – up to 65% of award** for Disbursement #2 (may be more than one Interim report/disbursement, depending on project timeline and project draw-down needs)

- **Report/Disbursement #3 – 10% of award** after close of project, final report, including release of liens and documentation of all project expenditures. **(This is on a reimbursement basis.)**

DEFINITIONS & TERMS

APPLICANT: a public entity, or a not-for-profit corporation that owns or has the unconditional use of the building to be renovated, expanded, constructed, or equipped, and the site on which it is located.

Legal name of the organization directly responsible for the project and having undisturbed use of the facility at the time of application. Make sure that the street address is included if using a post office box for mailing.

APPLICANT CASH (MATCH): This line item is often used to "balance the budget" when expenditures exceed all other revenues listed. For the proposal budget, these are general funds the applicant will dedicate to the project.

APPLICANT'S FEDERAL EMPLOYER IDENTIFICATION NUMBER: Must be provided before funds will be released. This is not a State of Florida sales tax exemption number.

ARCHITECTURAL/DESIGN SERVICES: Amount paid (or documented in-kind) for total services involved with project. These may include design work, schematics, design development, bidding and negotiation, consultant services, and contract administration by the architect.

ASSETS: (see CAPITAL FIXTURES AND EQUIPMENT), items that become affixed to the facility, that add to the value of the facility, and are depreciated over the useful life of the item(s). "Bricks and mortar" refers to purchase of (acquisition), building of (construction) or improvements (renovation or equipping) to the facility. Design and architectural services, feasibility studies, permitting fees, and expenditures of staff for coordination with contractors, preparing bids or rebidding, are often expenses of a facility improvement - considered "soft costs" - but are not assets.

AUDITORIUM: A facility open to the public constructed for the purpose of serving public gatherings, including but not limited to performances and concerts.

BUILDING ACQUISITION: Amount paid by the applicant for purchasing an *existing building* involved in the project, or documented in-kind value. Use the acquisition date value.

The following restrictions apply:

1. Must be applicant-owned, or to be acquired as part of the grant.
2. Lease value not eligible for match.
3. Must be considered "secure and dried-in" to be valid for building acquisition through Cultural Facilities.

CAPITAL FIXTURES AND EQUIPMENT: Fixtures and equipment that add to the value or useful life of property with a useful life of at least five (5) years. Generally, capital equipment must be deducted by means of depreciation, amortization or depletion. Capital equipment includes machinery or betterments of a long-term nature. Expenditures that keep property in an ordinarily efficient operating condition and do not add to its value or appreciably prolong its useful life are not capital expenditures. Non-capital expenditure repairs include services such as repainting, tuck-pointing, mending leaks, plastering and conditioning gutters on buildings.

CAPITAL IMPROVEMENT: For the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

CONFIRMED MATCHING FUNDS: Resources presently available to designate to the project for which funding is requested (including cash the applicant has on hand, irrevocable pledges, in-kind services, donated services, materials, and other donated assets). Required match amount is one Applicant dollar for every one grant dollar. Match is considered confirmed through the completion of the required Match Summary form.

CULTURAL FACILITY: For purposes of this application, an auditorium or museum.

CONCRETE: May include cast-in-place concrete, architectural cast-in-place concrete formwork, structural precast concrete, and special concrete toppings and finishes.

CONSTRUCTION OR NEW CONSTRUCTION: A new building (ground-up building construction) or building addition resulting in increase of air-conditioned square footage by 25% or more.

CONVEYING SYSTEMS: May include elevators, moving walkways, wheelchair lifts, and vertical conveyors.

CONTINGENCY: An amount budgeted for unanticipated expenditures (i.e., materials, equipment, labor, cost overruns, etc.) based on a percentage of the total expenditures; recommended to budget five (5) percent.

CORPORATE SUPPORT: Cash support derived from contributions given for this project by businesses, corporations, and corporate foundations, or a proportionate share of such contributions allocated to this project.

CULTURAL FACILITIES FUNDING (this grant request): Enter amount requested from COCA in the project budget summary.

DOORS AND WINDOWS: May include steel, wood, glass, and aluminum doors; frames; automatic or revolving doors; steel, wood, glass, and aluminum windows; decorative or mirrored glass, and door and window hardware.

ELECTRICAL: May include wires and cables, transformers and switchgear, panelboards, fuses, disconnect switches and circuit breakers, interior and exterior lighting (including theatrical lighting), fire alarm systems, public address systems, and lighting control equipment.

ENCUMBRANCE PERIOD: The 21 month period beginning from the grant program application deadline date during which TDT dollars and match dollars must be obligated to pay for project expenditures.

EQUIPMENT: May include such items as theatre and stage equipment (i.e., fly systems, lighting instruments, stage drapes, and projector screens). Note: Do not include expenditures for office equipment.

EQUIPPING: The project will outfit a property to a state of increased utility or returning a property to a state of utility through replacement of capital fixtures and equipment; includes fixtures, furnishings, and equipment (FF&E) that will replace, increase or alter to enhance technology, make possible a greater capacity, or make more efficient use of the space. May include theatre and stage equipment (fly systems, lighting instrumentation, drapery, projector screens), and specialties such as built-in storage units, signs, etc., (see Capital Fixtures and Equipment, Equipment).

Furniture & Office equipment are not allowable expenses with grant funds; and may be matching fund expenditures **only if directly related to the project.**

EXISTING BUILDING (see PROJECT): A building that is considered *secure and dried-in* is eligible for acquisition, renovation or equipping grant requests.

EXPENSES: Costs related to purchases of services, furnishings or equipment; or staff time for project coordination, items paid in current fiscal year; versus expenditures which may be capitalized, and are recorded as an asset and depreciated over time.

FACILITY OWNERSHIP OR LEASE; WHO OWNS THE LAND AND BUILDING? The question of ownership of the facility to be constructed or renovated must be addressed in the application. If the facility is being leased, the lessor must be named and the length of the lease must be disclosed. If the application is for the acquisition of a building, clearly indicate such and explain who presently owns the property. Documentation of the intent to sell and the purchase price must be provided in the original application.

FEASIBILITY STUDY: Research and report conducted and prepared by an independent, professional consultant qualified to measure:

- a. Community need for the project;
- b. The applicant's ability to raise the needed funds and complete the project; and
- c. The applicant's ability to successfully operate the completed facility for at least five (5) years.

FINISHES: May include plaster, sheathing, ceramic tile, wood or brick flooring, carpet, painting, and wall coverings, and acoustical treatments such as panel or tile ceilings.

FISCAL STABILITY: Encompasses the annual financial results of operations, available resources, and the Applicant's plan to resolve any deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances. (Note: The fiscal impact this proposed facility project would have on projected operations will be considered.)

FIXTURES, FURNISHINGS, AND EQUIPMENT (FF&E): Accounting term used in valuing a building. FF&E are movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. These items are renovation enhancements that will replace, increase or alter, to enhance technology, that makes possible a greater capacity, more efficient use of the space. These items must be directly related to the project.

FURNISHINGS: May include casework, window treatment hardware, louver blinds, and theatre seating. These items must be directly related to the project.

FURNITURE: Items that are not affixed to the building despite being required for the operation of the building. (Examples: tables, chairs, computers which are used for administrative purposes, equipment that is leased, desks and other office equipment which are used for administrative purposes, rugs, planters, books, etc.) These items must be directly related to the project.

GENERAL REQUIREMENTS: Cost may include the following contractor services and expenditures: payment and performance bond(s), field engineering, shop drawings, allowances, construction photographs, quality control, and contract close-out.

GOVERNMENT ENTITY: A federal, state, county, municipality, or political subdivision thereof.

GRANT PERIOD: The time for the use of the grant award as set forth in the Grant Award Agreement, within 21-month project period from the grant program application deadline.

IN-KIND CONTRIBUTION: The documented fair market value of non-cash contributions provided by the Grantee or third parties which consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

LAND ACQUISITION: Amount paid by the Applicant for purchasing land involved in the project, or documented in-kind value of land donated for the project according to a certified property appraiser. Use the acquisition date value. Lease value is not eligible for match.

LEASE: A contract by which a rightful possessor of real property conveys the right to use and occupy the property for a period of time in exchange for consideration. With respect to this application, the minimum lease term shall be equal to or greater than the useful life of what is being funded. Only leases in which the lessee is a qualified Applicant, as defined herein, will be considered (except where noted under "Eligibility").

MASONRY: May include unit masonry; stone masonry veneer, restoration, and cleaning; and glass masonry assemblies.

MAINTENANCE RESERVE: Required to designate amount or percentage in operating budget to afford routine and incidental maintenance and repairs. The intent is to refrain from applying for on-going maintenance of current equipment.

MATCHING FUNDS: Dollars provided by the Applicant designated solely for the project. For every one dollar COCA provides for the project, the Applicant will provide at least one matching dollar. Of these matching funds, at least 50% must be in cash, which may include official award letters for grant commitments and appropriations indicating grant funding. No more than 50% of matching funds may be in-kind contributions and/or irrevocable pledges.

A minimum of one-to-one-dollar match is required, but all funding - outside of the County's Cultural Facilities Funding requested (or granted) - will be considered matching funds.

MECHANICAL: May include pumps, motors, sprinkler systems, plumbing fixtures, water heaters, HVAC pumps and controls, boilers, furnaces, liquid coolers and evaporators, air-conditioning units, humidifiers, fans, metal ductwork, and air filters.

METALS: May include structural steel, metal fabrication, metal stairs, pipe and tube railings, gratings, and ornamental metalwork.

MINORITY: A lawful, permanent resident of Florida who is: An African American, a Hispanic American, an Asian American, a Native American, or an American Woman [288.703(3), Florida Statutes]. At least 51 percent of the organization shall be owned or governed and operated by the identified minority person(s) or persons with disabilities.

MULTI-PHASE PROJECT: A project that consists of several stages or segments. Only single-phase projects may be requested for grant funding.

MUSEUM: For the purposes of this grant application, a museum is defined according to the State of Florida, Division of Cultural Affairs, definitions below:

Art Museum: A department or Agency of the local state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of collecting, exhibiting and caring for visual artwork as well as sponsoring and producing visual art programs.

Historical Museum: A department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of collecting, exhibiting, and caring for artifacts and other objects of intrinsic historical value as well as sponsoring and producing programs that are related to the historical resources of Florida.

Science Museum: A department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of sponsoring, producing and exhibiting programs for the observation and study of various types of natural science and science technology. This definition includes, but is not limited to: arboretums, botanical gardens and nature centers, museums of science, science-technology centers and planetariums.

NEW APPLICATION: An application that has not previously been recommended for funding, or an application for which funding has been recommended, but requires a change in project scope or venue.

NEW CONSTRUCTION: A new building (ground-up building construction) or building addition resulting in increase of air-conditioned square footage by 25% or more.

NON-MATCHING COUNTY FUNDS: What other non-matching Leon County funds will go into the project? This means are there other monies (in-kind contributions, pledges, or cash) which will be used for the project but which Applicants are not counting as matching funds. Identify the source and amount of these funds in the application.

OPERATING FORECAST: Fundraising and operating plans for project completion and sustainability (projecting at least five (5) years out).

PLANNING: The preliminary development of architectural, engineering, and other technical services necessary to carry out the project.

PRIMARY POINT-OF-CONTACT PERSON: Indicate the name and title of the person who will be responsible for supervision of the project and administration of the grant. All correspondence concerning this application will be addressed to this person. It shall be the responsibility of the Applicant to notify COCA of any change.

PROJECT: The acquisition or renovation of existing buildings, or the construction of new buildings, or the acquisition of equipment for a building to be used for cultural activities.

PROJECT LOCATION: Physical address of project.

PROJECT TITLE: Include the type of project proposed (for example: Education Wing: Renovation). If the Applicant name is different than the facility name, the facility name should be added to the title. Do not repeat the Applicant name in the project title.

PUBLICLY OWNED: Owned by a government entity, as defined herein, either through fee simple or lease, such that the government entity has control and undisturbed use of the property for a period to begin before the date the application is submitted and continuing uninterrupted to a date that encompasses the end of the useful life of the capital fixture, equipment, renovation, expansion or construction for which the application is submitted.

RENOVATION: The act or process of giving a building/property a state of increased utility or returning a building/property to a state of utility through repair, addition, or alteration that makes possible a more efficient use.

RESIDENT COUNTY OF PROJECT: The project must be located in Leon County.

SITE CONSTRUCTION: May include: building demolition, site clearing, sewerage and drainage, underground ducts and utility structures, termite control, irrigation systems, earthwork, and landscaping.

SPECIAL CONSTRUCTION: May include X-ray protection and metal building systems.

SPECIALTIES: May include louvers and vents, signs, lockers, metal storage shelving, partitions, and mobile storage units.

THERMAL AND MOISTURE PROTECTION: May include waterproofing, fireproofing, shingles and roofing, siding, and sealants.

TOTAL AMOUNT REQUESTED FROM LEON COUNTY: The total amount of money being requested for Cultural Facilities Grant funding.

TOTAL IN-KIND CORPORATE SUPPORT (MATCH): All documented non-cash contributions provided to the Applicant by corporate parties. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the proposed project or program.

TOTAL IN-KIND FEDERAL GOVERNMENT SUPPORT (MATCH): All documented non-cash contributions provided to the Applicant by units of the federal government. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program. *NOTE: The fair market value of any in-kind contribution must be documented to be eligible as matching funds. The Applicant should keep receipts or other signed statements.*

TOTAL IN-KIND LOCAL GOVERNMENT SUPPORT (MATCH): All documented non-cash contributions provided to the Applicant by other units of government. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

TOTAL IN-KIND PRIVATE SUPPORT (MATCH): All documented non-cash contributions provided to the Applicant by individuals and non-corporate, non-government parties. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

TOTAL IN-KIND STATE GOVERNMENT SUPPORT (MATCH): All documented non-cash contributions provided to the Applicant by other units of state government. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

TOTAL LOCAL GOVERNMENT SUPPORT (MATCH): Cash support derived from grants or appropriations given for this project by city or other local government agencies, or a proportionate share of such grants or appropriations allocated to this project.

TOTAL FEDERAL GOVERNMENT SUPPORT (MATCH): Cash support derived from grants or appropriations given for this project by agencies of the federal government, or a proportionate share of

such grants or appropriations allocated to this project. The inclusion of an official "Award Letter" may allow the award amount to be counted as "cash-on-hand" even if the award check has not yet been received.

TOTAL PRIVATE SUPPORT (MATCH). Private donations, including foundation grants, given for this project, or a proportionate share of such grants allocated to this project, and cash donations.

TOTAL STATE GOVERNMENT SUPPORT (MATCH): Cash support derived from grants or appropriations given for this project by the Florida Department of State Division of Cultural Affairs or other Florida State government agencies, or a proportionate share of such grants or appropriations allocated to this project. The inclusion of an official "Award Letter" may allow the award amount to be counted as "cash-on-hand" even if the state check has not yet been received.

TYPE OF ORGANIZATION: Indicate the legal status of the applicant entity.

TYPE OF PROJECT: Indicate appropriate project category: Renovation, Construction, Acquisition or Equipping of Cultural Facilities.

UNDISTURBED USE: The building to be renovated, expanded, or constructed, and the site of such building, will be owned by, or will be under lease to, the Applicant *by the date of the application submission*, and that the use of the site and building will be unencumbered by covenants, easements, or other conditions contrary to the purpose of the project.

WOOD AND PLASTIC: May include rough carpentry, finish carpentry, interior and exterior architectural woodwork, panel work, and plastic fabrications.

Expenditures may include the actual amount to be paid or the value of the in-kind contribution.

Appendix

SAMPLE APPLICATION

Statement of Certification and Compliance

Basic Project Information

1. Project Title
2. Description of Project
3. Project Contacts (Name and Email Address)
4. Request Amount
5. Project Start Date
6. Project End Date
7. Location of Project (must be in Leon County)
8. Eligibility - Applicant Category
9. Project Purpose
_____ Acquisitions _____ New Constructions _____ Renovation _____ Equipping
10. Organization Name
11. Incorporation date/years of continuous operational service to the community
12. Federal ID #
13. Website url for organization or proposed project
14. Total Project Amount (Indicate if this is part of a larger, multi-phase project, please give total of entire project)
15. Facility's Historical Significance
 - a. Age of the building
 - b. Is the building subject to historical preservation requirements
16. Ownership/Lease
 - a. Who owns the building?
 - b. Who owns the land?
 - c. If building is leased to Applicant, what is the remaining length of the lease (from the time of application due date)?

NARRATIVE QUESTIONS

Section A: Concept (40 points)

Q1) Need (20 points) (8,000 maximum characters) - Why is the project important *to your community*, and what are the consequence of not doing it, or the opportunities for advancement by completing it? a. Project-specific b. Needs have been shown c. Photos, tables, studies, statistics, and documents permitted (*Upload allowed 2MB*)

Q2) Vision (15 points) (8,000 maximum characters) -What is the Vision? Why is the project important *to your mission*, and what are the consequences of not doing it, or the opportunities for advancement by completing it?

Q3) Inspire Excellence (5 points) (7,000 maximum characters)
a. Tell us, not just about bricks and mortar, but rather what happens there.
b. Include testimonials of patrons and critics.

C. How will the project enable further or enhance the artistic excellence of your program?

Section B: Facility (30 points)

Q4a) Process/Design/Planning (15 points) (9,000 maximum characters)

Include:

- Design Planning – project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- Provide a timeline of project milestones; include start and end date and key points in between.

Q4b) Five (5)-year Operating Forecast (1,000 characters + 1MB upload)

Q5) Quality (15 points) (3,000 maximum characters)

Describe how the design, materials, longevity and installation of your proposed project will contribute to your organization's goals and impact.

Section C: Management & Budget (30 points)

Q6) Operational Readiness (10 points) (4,500 maximum characters)

a. Address the project plans & preparation that is complete/confirmed, give specifics on the items below, or add what is relevant to your project to demonstrate the project readiness.

PROJECT READINESS CHECKLIST

- Architectural Drawings completed? Yes ___ No ___ Explain Details _____
- Design Drawings completed? Yes ___ No ___ Explain Details _____
- Project Team status? Explain Details _____
- Contracted with General Contractor? Explain Status _____
- Historic Preservation Board release issued (if applicable)? Yes ___ No ___ Not Applicable
Explain Details _____
- Are the land use approvals completed? Yes ___ No ___ Explain Details _____
- Permitting issued? Pre-permit meeting? (or status) Yes ___ No ___ Explain Details _____
- Certificate of Occupancy issued? Yes ___ No ___ Explain Details _____
- Three bids solicited/received OR explain Yes ___ No ___ Explain Status/Details _____
- Site preparations Yes ___ No ___ Details/Explain _____
- Is a (real estate) lawyer consulting on the project? Yes ___ No ___ Explain Details _____
- Are there any third-party restrictions or contingencies? Yes ___ No ___ Explain Details _____
- Does the applicant have a maintenance fund established to support future maintenance and repairs for this facility/equipment? Yes ___ No ___ Explain Details _____

Requirements, Attachments/Uploads –Upload each of the required attachments.

Q6a) Minutes from the organization's board meeting authorizing the project for which applicant is applying. (500 char. Response +1MB upload)

Q6b) Board of Directors, including officers (+1MB upload)

Q6c) Project Team, including key staff involved with project (+1MB upload)

Q7) Financial Readiness (15 points) - Forms & Financial Position

Form A: Certification from Professionals – Architect, Engineer and Contractor – if no architect, engineer or contractor, provide three (3) bids from vendors, OR explain) (500 char. Response +1MB upload)

Form B: Project Budget – Summary (for proposed project/phase) – Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)

Form C: Matching Funds & Matching Funds documentation \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload)

1) 100% match of request amount required at application.

- ___% of cash match (cash in the bank/applicant cash, government appropriations/resolution, State of Florida or other major funders' award notice); ED statement & bank statement required for applicant cash.

- ___% of pledges match (signed donor pledge, signed sponsorship or naming agreement)

- ___% of in-kind match (statement of value and service to be provided)

- **NOTE:** A report will be provided to the panel that confirms match & backup documentation.

Requirements:

Financial Statements – a. audit and Form 990 and Upload most recent b. current year-to-date Financial Statements (if audit is more than 1 year old)-- both Balance Sheet and Statement of Income & Expenses from same reporting date. (See p. 13 of Guidelines for exceptions to this requirement).

Q8) Care & Stewardship (5 points) (1,500 maximum characters)

a. Care, maintenance plan

b. Ability to last into the future

c. Describe your resources dedicated to maximizing the useful life of the project or facility.

Requirements, Attachments/Uploads - Upload the required attachments, if not included within Applicant's Nonprofit Search portrait.

Q8) Long-range or strategic plan (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)

Support Materials: (Optional) - (1,500 maximum characters +3MB upload)

Proof of Ownership, Lease and/or sublease with remaining term from date of application, include all addendums. (1,000 maximum characters +3MB upload)

FY19 CULTURAL FACILITIES MATCHING GRANT PROGRAM TIMELINE

Release guidelines to public

June 21, 2019

Grant Application deadline

September 2, 2019

Panelists review applications

September 9, 2019 – October 11, 2019

Grant Panel Review Meeting

October 11, 2019

COCA Board of Directors review and approve grants

Mid-October, 2019

Leon County TDC review and approve grants

November 7, 2019

Leon County Board of County Commissioners review and approve grants

December 10, 2019 (anticipated)

1st installment of grant funding released to grantees

January 2019 (anticipated)

All applications and inquiries concerning the Cultural Facilities Matching Grant Program should be directed to:

Dr. Kevin Carr

Grants Program Manager

Council on Culture & Arts

816 South Martin Luther King Jr. Blvd.

Tallahassee FL 32301

Ph: 850-224-2500

Email: kevin@tallahasseearts.org

RESOLUTION NO. R15 - 12

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, MAKING LEGISLATIVE FINDINGS TO ENSURE THAT TOURIST DEVELOPMENT TAX FUNDS WHICH ARE ALLOCATED FOR THE CULTURAL GRANT PROGRAM, THE CAPITAL NEEDS MATCHING GRANTS FOR ARTS AND CULTURAL FACILITIES PROGRAM, AND COMPONENTS OF THE CAPITAL AREA CULTURAL PLAN THAT SUPPORT ECONOMIC DEVELOPMENT THROUGH TOURISM AND RELATED MARKETING, ARE UTILIZED IN ACCORDANCE WITH SECTION 125.0104, FLORIDA STATUTES.

WHEREAS, section 125.0104, Florida Statutes, provides procedures for levying a tourist development tax and for the authorized uses of the tax; and

WHEREAS, in accordance with section 125.0104, Florida Statutes, the Board has adopted ordinances imposing a tourist development tax, which ordinances are codified at Chapter 11, Article III, Sections 11-46 through 11-53 of the Leon County Code of Laws; and

WHEREAS, Section 11-47 of the Leon County Code of Laws provides that tourist development tax revenues shall be used to fund the Leon County Tourist Development Plan; and

WHEREAS, the Board has amended the Tourist Development Plan to provide for the allocation of tourist development tax funds to support the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing; and

WHEREAS, the Tourist Development Council shall make recommendations to the Board on the appropriate requirements for the capital needs matching grants for arts and cultural facilities program; and

WHEREAS, the Board does hereby make by this Resolution, legislative findings to ensure that tourist development tax revenues which are allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, shall be utilized in accordance with the uses authorized in section 125.0104, Florida Statutes.

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

Section 1. **Recitals.** The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

Section 2. Definitions. For purposes of this Resolution, the following definitions apply.

A. “Promotion” means marketing or advertising designed to increase tourist related business activities.

B. “Tourist” means a person who participates in trade or recreation activities outside the county of his or her permanent residence, or who rents or leases transient accommodations (such as a hotel, motel, apartment, rooming house, mobile home park, recreational vehicle park, condominium, or timeshare resort) for a term of six months or less.

C. “Tourism Marketing” means the action or business of promoting and selling products or services, including market research, advertising, public relations, promotions, social media, direct sales and visitor services.

Section 3. Components of the Capital Area Cultural Plan that support economic development through tourism and related marketing.

a. Description of program. The goal of economic development through tourism and related marketing is to position and market the arts, culture and heritage as a strategic partner of Leon County economic development efforts. This is achieved through public and private funding of arts, arts organizations and cultural assets.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To maintain, operate, or promote one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.
- (ii) To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.
- (iii) To promote and advertise tourism in this state and nationally and internationally. However, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

c. Allowable expenditures include: a portion of general operating expenses to support the implementation of the Capital Area Cultural Plan, which may include, but is not limited to the following: tourism marketing; promotion; exhibit costs and rentals; guest artists; printing and graphic design; sets and costumes; lumber supplies and equipment (pertaining to exhibit production); production and technical expenses; site fees/costs; rights fees; postage and freight; a percentage of facility costs as they directly relate to an activity, service, venue or event in support of the program, which has as one of its main purposes the attraction of tourists; any other expenses directly attributable to the program, with the exception of those shown as not allowable; promotion, marketing and programming expenses; and paid advertising that reaches beyond Leon County with potential to drive overnight visitation.

Section 4. Cultural grant program.

a. Description of program. The purpose of the cultural grant program shall be to provide sub-grants and marketing awards to individual local cultural and arts organizations.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To promote one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.
- (ii) To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.
- (iii) To promote and advertise tourism in this state and nationally and internationally. However, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

c. Allowable expenditures include but are not limited to: tourism marketing; promotion; exhibit costs and rentals; guest artists; printing and graphic design; sets and costumes; lumber supplies and equipment (pertaining to exhibit production); production and technical expenses; site fees/costs; rights fees; postage and freight; a percentage of facility costs as they directly relate to an activity, service, venue or event in support of the grant program, which has as one of its main purposes the attraction of tourists; other expenses directly attributable to the grant program, with the exception of those shown as not allowable; promotion, marketing and programming expenses; and paid advertising that reaches beyond Leon County with potential to drive overnight visitation.

d. Non-allowable expenditures include: feasibility studies; architectural drawings; operational support and general operating expenses (administrative costs for running the organization, including but not limited to, salaries, travel, personnel, office supplies, mortgage, rent, operating overhead or indirect costs); costs associated with representation, proposal, or grant application preparation; lobbying; costs for bad debts, contingencies, fines, penalties, interest and other financial costs; costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships; programs restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, religion, creed, national origin, disability, age, or marital status; re-granting, contributions, and donations; reimbursement of costs that are paid prior to the execution of any grant agreement; capital expenses, including building projects, acquisitions, renovations, land acquisition, and other permanent improvements to physical plant (i.e. new roof, air conditioning systems, security fence, lighting grid). Capital expenses also include the purchase of equipment that is not directly related to the production of events or exhibits, and general overhead that is unrelated to programming and/or promotion (i.e. financial audit, board retreats, etc.).

Section 5. Capital needs matching grants for arts and cultural facilities program.

a. Description of program. The purpose of this program is to provide funding for renovation, new construction, or acquisition of cultural facilities located in Leon County. A cultural facility is a building that is to be used primarily for the programming, production, presentation, and/or exhibition, of arts and cultural disciplines, including but limited to, music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and heritage experiences. Capital improvement to a cultural facility would be an addition or renovation of a permanent structural improvement or the restoration of some aspect of the facility that will either enhance the overall value of the property or increase the useful life of the facility.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To acquire, construct, extend, enlarge, remodel, repair, improve, or maintain one or more:
 - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
 - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.

c. Allowable expenditures include: building construction projects, acquisitions, renovations, land acquisition, and other permanent improvements to the subject site (i.e. new roof, air conditioning systems, security fence, lighting grid). Capital expenses also include the purchase of equipment; architectural drawings; and costs for planning, including preliminary and schematic

drawings and design development documents necessary to carry out any such improvements to the site.

d. Non-allowable expenditures include: feasibility studies; general operating expenses (administrative costs for running the organization, including but not limited to, salaries, travel, personnel, office supplies, mortgage, rent, operating overhead or indirect costs); costs associated with representation, proposal, or grant application preparation; lobbying; costs incurred or obligated before the project timeline approved is in the grant process; costs for bad debts, contingencies, fines, penalties, interest and other financial costs; costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships; projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, religion, national origin, disability, age, or marital status; re-granting, contributions, and donations; reimbursement of costs that are paid prior to the execution of the grant agreement; private or exclusive entertainment (i.e. parties, receptions or benefits that are not open and accessible to the general public).

Section 6. Effective date. This Resolution shall become effective upon adoption.

DONE AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this 10th day of February, 2015.



LEON COUNTY, FLORIDA

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

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER

By: [Signature]
CLERK

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By: [Signature]
HERBERT W.A. THIELE
COUNTY ATTORNEY

Leon County Board of County Commissioners

Budget Workshop Item #4

June 18, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Creation of Legacy Grant Program and Additional Funding Support for the Capital City Amphitheater Concerts

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
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 budget discussion item seeks Board consideration for the creation and funding of the new Tourism Legacy Grant Program, increased tourism funding for the County's ticketed concerts at the Capital City Amphitheater and authorization to enter into a one-year agreement with the Council on Cultural Arts (COCA).

Fiscal Impact:

This item has a fiscal impact. The County Tourism Plan (Ordinance) calls for the five-year commitment of the ¼ cent of Tourist Development Tax (TDT) for COCA's Facilities Matching Grant Program to revert back to the County on October 1, 2019. This item seeks Board approval to allocate the ¼ cent to support the creation of the Legacy Event Grant Program and to enhance the County's Amphitheater Concert Series. Consistent with the terms of the current agreement, the one-year agreement with COCA would include \$150,000 from general revenue and one-cent of TDT for an estimated total of \$1.320 million.

(Staff recommendations on the following page.)

Title: Creation of Legacy Grant Program and Additional Funding Support for the Capital City
Amphitheater Concerts

June 18, 2019

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Staff Recommendations:

- Option #1: Authorize a one-year funding agreement with COCA for FY 2020 to include \$150,000 from general revenue and one-cent of Tourist Development Taxes, and authorize the County Administrator to execute the agreement in a form to be approved by the County Attorney.
- Option #2: Approve the creation of the Tourism Legacy Event Grant Program as described in this item; and approve codifying all the Tourism Grant Programs into a County Policy to be brought back as a future agenda item.
- Option #3: Approve the allocation of the ¼ cent of Tourist Development Taxes to the Legacy Event Grant Program and the County's Concert Series as presented in this item.

(Funding is included in the preliminary budget to implement these options.)

Title: Creation of Legacy Grant Program and Additional Funding Support for the Capital City Amphitheater Concerts

June 18, 2019

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Report and Discussion

Background:

This budget discussion item seeks Board consideration for several initiatives related to the Division of Tourism and the ¼ cent Tourist Development Tax (TDT) which will revert to the County in FY 2020. The County's support of the Tourism initiatives to draw visitors to the destination are essential to the following FY2017-FY2021 Strategic Plan Bold Goal and Target to:

- Grow the five-year tourism economy to \$5 billion. (BG1)
- Host 100,000 residents and visitors as part of the Amphitheater County Concert Series.

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- (EC4) Grow our tourism economy, its diversity, competitiveness and economic impact.

The Tourism initiatives presented in this item include:

- The creation of the Tourism Legacy Event Grant Program.
- Allocation of the ¼ cent (\$292,000) of Tourist Development Taxes to the Legacy Event Grant Program and the County's Concert Series as presented in this item.
- Consistent with the current agreement ending September 30, 2019, authorization to enter into a one-year funding agreement with COCA for FY 2020 for the continued administering of cultural grant programs to include \$150,000 from general revenue and one-cent of Tourist Development Taxes.
- Updates on the FY 2018 and FY 2019 COCA Facilities Matching Grant Program funded by the ¼ cent of Tourist Development Taxes (Attachment #1).
- As requested by the Board, the item concludes with an update on the weatherization and sound mitigation at the Capital City Amphitheater.

Each year, Leon County Government utilizes Tourist Development Taxes generated from transient lodging sales, to promote Leon County as a visitor destination. The Leon County Division of Tourism's budget, as approved by the Board each year, is comprised entirely of TDT revenues and includes funding for grant programs to support events designed to draw visitors to Leon County. TDT revenues are annually dedicated to COCA to administer grant programs in support of local cultural arts programs and activities. In addition, the Division of Tourism administers competitive grant programs each year for event funding to attract visitors through sports, festivals, and special events, as well as concerts at the Capital City Amphitheater.

The Tourism initiatives included in this item relate to the utilization of ¼ cent of TDT that has been dedicated to COCA since FY 2015. In 2014, the County amended its Interlocal Agreement with the City and CRA in order to release the County from its prior commitment of TDT funds to construct a performing arts center and, in turn, reallocate annual TDT revenue to support COCA's mission to serve the community in the realm of arts. This resulted in a five-year agreement with COCA whereby the County would dedicate one-cent of TDT to support the implementation of COCA's Cultural Plan through the Cultural Grant Program and an additional ¼ cent of TDT to support the Cultural Facilities Matching Grant Program. The County's funding agreement with COCA expires on September 30, 2019. In FY 2020, the ¼ cent TDT to COCA will revert to the

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County as previously directed by the Board and adopted in the County's Tourism Ordinance (Attachment #2).

Funded entirely by the ¼ cent TDT, COCA's Cultural Facilities Matching Grant Program was a priority of the 2013 Community Cultural Plan and has supported nonprofit arts and cultural organizations by offering 1:1 matching grants for their capital improvement needs. Attachment #1 provides a status report on the FY 2018 Cultural Facilities Matching Grant Program awards and expectations for the final FY 2019 grant cycle.

The County's five-year commitment of the ¼ cent TDT coincides with the expiration of the County's agreement with COCA. The analysis section includes a recommendation to enter into a one-year funding agreement with COCA for FY 2020 at the same operational and programmatic funding level (\$150,000 from general revenue and one-cent TDT) given the Board's recent guidance to table the discussion on alternative structures for administering grants. This item also provides recommendations for the allocation of the ¼ cent TDT which align with the County's Strategic Plan, prior Board guidance, and seeks to invest these limited resources into initiatives that will continue to grow the destination market.

Analysis:

Tourism in Leon County is nearly a \$1 billion industry employing 14,500 people and bolstered year-round by a variety of festivals, cultural activities, and athletic competitions. Leon County has enjoyed nine years of consecutive, record-breaking growth in visitation, visitor spending, job creation and TDT revenue paid by visitors. TDT revenues fully fund all tourism promotional activities, including the highest level (percentage of TDT revenue) of cultural programming support in the state. The destination attracts leisure travelers (the largest audience segment) with a variety of offerings including outdoor recreation, history and heritage, arts and culture, adult and youth sports activities, fans attending college athletic events, major events and festivals and growing culinary and craft brew segments. The Florida Legislature, higher education, and relatively smaller meetings, and conferences are all key drivers for business travel.

The County's Tourism grant programs leverage private donations for festivals, events, and sporting competitions to the benefit of the community by attracting visitors from regional, national, and international markets. In addition, the County's Concert Series at the Capital City Amphitheater in Cascades Park features national artists to enhance tourism-related economic development by attracting regional visitors to overnight accommodations. The brand exposure associated with some of the larger events, festivals, and concerts that take place each year promote our destination at a fraction of the cost to the County than a traditional marketing campaign.

From cultural activities to athletic competitions, Leon County's continued investment in the growth, stature, and participation in Tourism programs and infrastructure continues to generate a return on investment as demonstrated by hotel occupancy rates and visitor spending in the community. As a result, the overnight stays and visitor spending enhances TDT collections and provides additional revenues to support the County's Tourism initiatives and the overall growth of the market as a destination.

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After five years of dedicated funding for the capital improvement needs of non-profit organizations as called for in Community Cultural Plan, the ¼ cent TDT reverting to the County provides new investment opportunities to continue growing the destination. The following sections of the analysis relate to the County's funding agreement with COCA and the recommended allocation of the ¼ cent.

COCA Agreement and Funding

The County's funding agreement with COCA commenced on October 1, 2014 for a period of one-year with the option of four annual renewals and expires on September 30, 2019. Prior to this agreement, the County dedicated a fixed amount of TDT funding (\$504,500 or approximately ½ cent) for COCA to re-grant to cultural organizations each year and a separate line item of \$150,000 from general revenue to support COCA's operating expenses. The County currently provides COCA \$150,000 in general revenue, ¼ cent of TDT for the Facilities Matching Grant Program, and one full cent of TDT for grants and operations. In total, the County's current FY 2019 budget includes \$2,090,405 for COCA that includes \$517,780 in carry forward funding from FY 2018.

The allocation of a full one-cent of TDT in FY 2015 increased the County's contribution to COCA by nearly \$493,000 to offset the City's decrease in financial support for COCA as part of the Interlocal Agreement that ended the public financial support for the performing arts center project. More importantly, the County's commitment of a full one-cent of TDT rather than a fixed dollar amount made COCA a vested shareholder in drawing visitors to the destination. By dedicating a full one-cent of the TDT (20% of the County's authorized TDT levy) for COCA's operational and program grant funding over five years, COCA's annual revenue stream would be subjected to the success (and/or possible failure) of attracting visitors and growing the tax base. Fortunately for the County, COCA, cultural organizations, and tourism related industries, the tourism tax base has experienced significant growth over the last five years as shown in Table #1.

Table #1: One-Cent TDT for COCA's Operations and Program Grants, FY 2015 – FY 2019

FY	One-Cent TDT (\$)	% Change
2015	\$997,436	N/A
2016	\$1,014,668	1.7%
2017	\$1,120,751	10.5%
2018	\$1,163,917 ¹	3.9%
2019 ²	\$1,268,025 ¹	8.9%
Total %	N/A	25.0%

¹ Excludes the additional \$90,000 allocated annually from the ¼ cent of TDT for COCA's program grants.

² Based on the current budget forecast.

Following the initial increase of nearly \$493,00 in County TDT funding in FY 2015 by dedicating a full one-cent to COCA for operations and program grants, the TDT revenue collections and funding for COCA continued to increase each year under the current agreement. Table #1 shows that the one-cent of TDT has generated over \$5.5 million and a 25% increase in funding since FY 2015 based on the one-cent TDT collections. The year-over-year growth in revenue has enabled

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COCA with administering the implementation of the Cultural Plan and supporting local cultural arts organizations through the annual program grants.

FY 2019 collections are projected to exceed \$1.26 million per one-cent, an increase of 8.9% from the prior year. The Office of Management and Budget attributes a portion of the increase in FY 2019 collections to Hurricane Michael and the number of out of town travelers resulting from the recovery efforts. Preliminary forecasts by the Office of Management and Budget anticipate the projected FY 2020 TDT collections to increase by 2.7% over this year's adopted budget.

At the Annual Retreat on December 10, 2018, the Board directed staff to schedule a presentation by COCA on recent and planned process improvements for the cultural re-granting programs. The Board's direction at that time directed staff to prepare an agenda item for a subsequent meeting following the COCA presentation providing evaluation alternatives for administering cultural grants. COCA's Interim Executive Director, Amanda Thompson, presented to the Board on March 12, 2019. Following the presentation, the Board tabled the agenda item to evaluate alternative structures for administering cultural grants for one year and directed staff to schedule a presentation from the new COCA Executive Director by the end of the calendar year. On June 7, 2019, COCA announced that Ms. Kathleen Spehar will be installed as its new Executive Director in August.

Given the Board's guidance to table the agenda item evaluating alternative structures for administering cultural grants and the County's five-year funding agreement with COCA set to expire on September 30, 2019, staff recommends entering into a one-year funding agreement with COCA for FY 2020 to continue its implementation of the Cultural Plan and administering cultural grant programs. The funding agreement for FY 2020 would continue to provide \$150,000 in general revenue and one-cent of TDT revenue. Preliminary forecasts by the Office of Management and Budget project the one-cent of TDT to generate \$1.17 million in FY 2020, a 2.7% increase over this year's adopted budget. The proposed FY 2020 funding agreement with COCA would not include the ¼ cent TDT. However, the ¼ cent TDT collected in FY 2019 (approximately \$292,000) and provided to COCA in arrears, will be available for COCA to re-grant in early FY 2020 to eligible non-profit organizations for the Facilities Matching Grant Program.

As reflected in the attached status report, the County's five-year commitment of a ¼ cent TDT totaling nearly \$1.4 million has met the capital needs for cultural organizations. Unable to award all the funding in each of the last three grant cycles, COCA has carried forward unawarded grant funds and, with the Board's approval, shifted these funds to programmatic grants. Fulfilling its five-year commitment to provide grant funding for the capital improvement needs of cultural organizations, the new fiscal year provides the County the opportunity to allocate the ¼ cent TDT to other Tourism initiatives that will draw visitors to the destination and generate a return on the County's investment. The remaining sections of this budget discussion item provide an overview and analysis describing how the proceeds from the ¼ cent TDT can support key Tourism programs.

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Tourism Legacy Event Grant Program

On October 23, 2018, the findings from an analysis were presented to the Board on the County's Tourism grant programs which found a growing number of smaller events were being awarded Tourism grants to the detriment of long-standing community festivals and events, or "Legacy Events," which are synonymous with our community. The analysis called for a solution that would encourage and financially support growing festivals and events without negatively, or unexpectedly, impacting community events that have a long-standing track record of generating significant amounts of overnight visitation. At that time, the Board directed staff to further refine and develop a new Tourism grant category for Legacy Events to ensure continued success and financial support of long-standing community festivals to facilitate their regional and national growth through three-year funding agreements (Attachment #3).

This section of the analysis seeks the Board's approval of the Legacy Grant Program as described in the proposed Grant Guidelines, the allocation of a portion of the ¼ cent TDT to fund the program in FY 2020, and to codify all the Tourism Grant Programs into a County Policy in a future agenda item to be brought back to the Board.

The County's Tourism grants support many local organizations with demonstrated history or significant potential to draw visitors to the area for an event. The analysis presented to the Board on October 23, 2018 provided an overview of Tourism's competitive grant programs (Signature/Emerging, Special, and Sports grants) and showed the funding needs for the growing number of small to moderate-sized events were adversely impacting the grant awards for much larger and well-established community festivals as they were competing for the same pot of funding. As a result, staff presented the concept of the Legacy Event Grant and was directed to further refine and develop the program for Board consideration during the FY 2020 budget process.

Organizations that put on qualifying Legacy Events would no longer compete for funding annually with Signature/Emerging Events. Instead, staff will bring back three-year funding agreements for each Legacy Event for Board approval. These three-year funding agreements, subject to annual appropriation by the Board, will provide greater continuity and reliability of financial support in order for festival/event organizers to focus on the event. While funding for Legacy Events is a designated amount annually, these organizations would no longer have to compete through the grant process held annually with much smaller and less established events. Organizations would still have the requirement of providing pre- and post-event documentation to ensure the County's ongoing return on investment and the County would continue to measure the economic impact of each event through its contracted research firm.

As previously presented, an applicant must meet all of the following criteria to qualify for a Legacy Event Grant:

- An event, festival, or tournament that has been taking place in the community for a minimum of five years and can reliably demonstrate generating a minimum average of 2,000 room nights for at least three of the last five years.
- An event, festival, or tournament that can reliably demonstrate generating a minimum economic impact of \$1 million annually.

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- An event that does not occur during peak visitor periods. Peak visitor periods are generally defined as FSU home football game weekends in the fall semester, FAMU homecoming weekend, FSU or FAMU graduation weekends, and Monday through Thursday during the state legislative session.

At this time, the following three visitor events meet the Legacy Event Grant Program criteria:

- Springtime Tallahassee
- Red Hills Horse Trials
- Market Days

The 2019 Word of South Festival was held the weekend of April 13th, its fifth year of operation, and may qualify as a Legacy Event if this year's festival demonstrates the room nights and economic impact described herein. The LeMoyne Chain of Parks Art Festival, which was held during the weekend of April 27th, is a longstanding community event that is synonymous with the destination and exceeded the 2,000-room night and \$1 million economic impact for the first time (documented) in FY 2018. Should this trend continue, the LeMoyne Chain of Parks Art Festival would qualify as a Legacy Event for FY 2021. Staff anticipates receiving the economic impact analyses for both events, a requirement for Signature Event Grants, by the end of June 2019.

Table #2 provides the preliminary budgets for each of the Tourism event grant programs in FY 2020 totaling \$765,000, a \$200,000 increase from FY 2019 utilizing a portion of the ¼ cent TDT scheduled to revert back to the County on October 1st. To address the anticipated demands for each type of grant program including the creation of the Legacy Grant Program, \$100,000 is redirected from the Signature/Emerging Event Grant Program to bring the Legacy Grant Program funding level to \$300,000. Another \$15,000 was redirected from Signature/Emerging Events to Sports Grants. The funding levels for the Special Events will remain the same.

Table #2: Preliminary Tourism Grant Funding Levels

<i>Type of Event Grant</i>	<i>FY 2019</i>	<i>FY 2020</i>
Legacy	N/A	\$300,000
Signature/Emerging	\$350,000*	\$235,000
Special	\$100,000	\$100,000
Sports	\$115,000	\$130,000
Total	\$565,000	\$765,000

*This does not include the \$24,378 carryforward for the Signature/ Emerging Event Grant Program that the Board awarded to the Red Hills Horse Trials on October 23, 2018.

It is anticipated and appropriate for the Tourism event grant programs to continue to evolve as some Special Events may advance to Emerging Signature Event status, some Emerging Signature Events will advance to Signature Events, some Signature events may advance to become Legacy Events, and others may have attrition naturally in an event's life cycle. For this reason, it is important for the Division of Tourism to have the flexibility to adjust the funding levels across these grant programs in future years in order to meet the shifting needs and qualifications of grant applicants.

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The Legacy Event Grant Program includes an award ceiling of \$100,000 in annual financial support. However, for the initial three-year Legacy Event Grant agreements that will come back to the Board for approval, staff anticipates the funding levels to be consistent with the FY 2019 funding requests from eligible organizations assuming there are no changes to the event programming or duration. The three-year grant agreements benefit the County because they give staff the opportunity to adjust the remaining Tourism grant budgets each year as needed, knowing that the largest funding requests will not be part of the regular grant cycle competing with smaller events for limited resources.

The creation of the Legacy Event Grant will result in at least three organizations, and possibly a fourth, to qualify for Legacy Event funding in FY 2020. As reflected in Table #2, the FY 2020 preliminary funding levels budget less money for Signature/Emerging Grants because some of the largest community events will be funded through the Legacy Event Grant Program. In anticipation of the FY 2020 Tourism grant cycle and as part of its review of each of the Tourism grant programs, including the proposed Legacy Event Grant Program and the impact it may have on the other programs, staff worked with the TDC on revisions to the Signature/Emerging, Special, and Sports Grant Guidelines for the upcoming grant cycle. On May 2, 2019, the TDC approved the following revisions:

- Special and Sports Events: Require applicants to provide a statement of need for grant funding and a statement of stability and growth for the event.
- Signature/Emerging Events: Limit applicants to one Signature Event Grant in a fiscal year with exception to once-a-year events that may coincidentally occur within the same fiscal year. An example would be an early October festival that is schedule for late September the following fall, both occurring in the same fiscal year.
- Signature/Emerging Events: Consistent with Legacy Grants, prohibit the awarding of grants for events that occur during periods of peak hotel occupancy. Peak visitor periods are generally defined as FSU home football game weekends in the fall semester, FAMU homecoming weekend, FSU or FAMU graduation weekends, and Monday through Thursday during the state legislative session.

Based on the Board's direction, staff will begin meeting with eligible Legacy Event organizations to gather supporting documentation and develop terms for the three-year funding agreements that will be brought back to the Board for approval. Staff anticipates bringing the individual event agreements to the Board no later than the second meeting in October.

In addition, over the past several years with Board approval, the County has expanded the number and diversity of Tourism grant programs currently being offered by the County. Subsequent to Board approval, Tourism implements each of the grant programs through operating procedures and guidelines. Given the growth in the Tourism grant programs and to ensure complete transparency and consistency, this budget discussion also recommends codifying the Tourism grant programs into a County Policy to be brought back in a future agenda item.

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Capital City Amphitheater and Concert Series

The County's Concert Series at the Capital City Amphitheater in Cascades Park, which is managed by the Division of Tourism utilizing a contract promoter Scott Carswell Presents LLC, is specifically tailored to feature national artists, charge attendees for the price of admission, and enhance tourism-related economic development by attracting regional visitors and increasing overnight accommodations. The County's Interlocal Agreement with the City allows up to ten ticketed concerts a year for the Concert Series and includes certain allowances regarding sound levels and curfews. Over the last two years, the County has not been able to consistently book enough of the high-quality performances that patrons have become accustomed to enjoying at Cascades Park. After consulting with Mr. Carswell on the recent booking challenges and resources needed to continue attracting top talent to the Amphitheater, this item seeks to utilize proceeds from the ¼ cent TDT (\$92,000) and Tourism fund balance (\$58,000) to increase the Concert Series budget for performances for next fiscal year from \$100,000 to \$250,000.

Since its official dedication in April 2014, the Amphitheater has become an important entertainment asset to the Tallahassee-Leon County community, serving as a unique venue for performances and entertainment throughout the year and utilized by a wide range of organizations for cultural and civic events. Serving as the Program Manager for the Concert Series, Mr. Carswell facilitates the booking, promotion, and production of the highest quality of performances at the Amphitheater. The lack of recent Concert Series performances led to several discussions with Mr. Carswell to examine the current challenges and assess new strategies to book additional concerts with greater regularity. Of great importance to the long-term success of the Amphitheater is the continued activation of the venue and entertainment options to keep drawing people to Cascades Park. As a result, a dual approach was identified for the County to continue supporting the activation of the Amphitheater and enhance the Concert Series.

First, on May 14, 2019 the Board authorized a \$30,000 sponsorship agreement utilizing the Division of Tourism's Concert Series funds to support the extension of the Downtown Improvement Authority's (DIA) Sundown Summer Concert Series at the Capital City Amphitheater through the fall (Attachment #4). This sponsorship with the DIA will offer three additional family-oriented concerts through November, for a total of seven concerts, featuring local and regional bands at no charge to patrons. Further, these performances managed by the DIA will not count toward the County's annual limit of 10 concerts. Staff sought the Board's authorization to utilize Concert Series funds to create greater visibility of the Amphitheater as a performance venue and provide high quality entertainment to Leon County residents and regional visitors. As noted in the May 14th agenda item, staff has also had preliminary conversations with the DIA about putting on a concert at the Amphitheater on New Year's Eve.

Second, this item seeks to increase the Concert Series budget for performances from \$100,000 to \$250,000 based on conversations with Mr. Carswell and reassessment of the booking strategy in today's concert market. Tallahassee is a second-tier market in the music business due to its regional population size. Aside from the back-to-back nights of concerts to celebrate the opening of the Amphitheater in April 2014, most of the Concert Series performances utilized a booking strategy to minimize artist fees by capturing acts that were routed to pass through the area, for example from New Orleans to Orlando. National artists often had a day or so extra in the travel

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time to book a gig between large cities and typically did so at a significantly reduced artist fee. Competition has grown in the North Florida market to book concerts among larger, more active, and newer amphitheaters.

The Capital City Amphitheater is competing with several larger outdoor performance venues across North Florida including the Panama City Beach Amphitheater which opened in late 2013 and Dailey's Place in Jacksonville which opened in 2017. However, the Ponte Vedra (St. Augustine) Amphitheater remains the standard-bearer in the North Florida market with a \$19 million budget and the ability to pay top dollar for national touring acts. The Ponte Vedra Amphitheater now programs more than 50 performances throughout the year. These outdoor venues in North Florida compete for the little time that artists have between their stops in the larger cities and drive up the rates to secure national acts thereby leaving our market with little to no remaining options.

Another challenge for booking concerts at the Capital City Amphitheater in recent years was the 2016 opening of The Pavilion at Centre of Tallahassee. The Pavilion opened and began booking national tour acts but then abruptly ceased at the end of 2017 due to insufficient ticket sales and budget constraints. At the County's behest, Mr. Carswell communicated regularly with operators of the Pavilion to avoid performances at competing times and to ensure both venues were not bidding against each other for booking artists. According to Mr. Carswell, the closure of the Pavilion resulted in negative word-of-mouth in the entertainment industry about the viability of Tallahassee as a music market. Since the closure, Mr. Carswell has also encountered brand confusion when trying to book performances as some agents were under the impression that 'the Tallahassee amphitheater' was no longer booking shows.

These market conditions necessitated a change in strategy for booking national touring acts at the Amphitheater. The strategy of booking acts routing through the state still has its financial benefits but is no longer a reliable strategy in our market for putting on concerts with any regularity. To ensure the Amphitheater's success as a performance venue for national touring acts that will draw the interest of residents and visitors alike, the County's Concert Series needs to host at least four-to-five ticketed performances at the Amphitheater each year. This will require additional funds to book artists by select dates, like the opening weekend for the Amphitheater in 2014, for Scott Carswell Presents to consistently book national acts at the Amphitheater. Therefore, this item seeks to allocate the remainder of the ¼ cent TDT for the County's Concert Series, increasing the budget to book performances from \$100,000 to \$250,000.

Weatherization and Sound Mitigation at the Capital City Amphitheater

During the May 14, 2019 meeting, the Board requested this budget discussion item also include an update on the weatherization and sound mitigation elements programmed for the Capital City Amphitheater.

On February 13, 2018, the Board authorized the County Administrator to proceed in coordination with the Blueprint and the City of Tallahassee to implement weatherization modifications and sound mitigation elements to the Amphitheater that called for the design and construction of an addition to the stage front canopy structure and an acoustical study to limit the impacts to adjacent

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neighborhoods. Additional modifications to be completed by the City include the construction of a drainage system at the back of the stage and a concrete pedestal to raise the existing sound equipment cabinet.

Blueprint is managing the project and hired an engineering firm to complete the structural analysis for the addition to be mounted to the canopy frame above the stage. The design is expected to be completed by the end of this month (June 2019) and installed by late fall so not to disrupt any planned concerts or community events. The acoustical study included recommendations for the purchase and placement of specialized speakers to be mounted to the new addition to the canopy frame, and the purchase of sound absorption panels to provide improved directionality of sound into the audience while diminishing the level of sound projected outside the Amphitheater. Once the canopy structure is modified, the City will complete construction of the sound equipment cabinet in early 2020. The City's construction of the drain system is anticipated to be completed this summer. Blueprint will continue to provide project updates on the Amphitheater weatherization modifications through its regular updates to the IA Board.

Summary

After five years of dedicated funding for the capital improvement needs of non-profit organizations as called for in Community Cultural Plan, the ¼ cent TDT reverting to the County provides new investment opportunities to continue growing the destination. The recommendations presented in this item provide for an allocation of the ¼ cent TDT which aligns with the County's Strategic Plan, prior Board guidance, and seeks to invest these limited resources into initiatives that will continue to grow the destination market. This includes the creation and funding for the new Tourism Legacy Grant Program and increased tourism funding for the County's ticketed concerts at the Capital City Amphitheater. In addition to the Tourism Legacy Grant Program, this item seeks authorization to codify all the Tourism Grant Program in a County Policy for future reference.

The expiration of the ¼ cent TDT dedicated to cultural organizations through COCA coincides with the expiration of the County's agreement with COCA. This item seeks authorization for a one-year agreement with COCA for an estimated \$1.320 million to include \$150,000 in general revenue and a full one-cent of TDT. As previously directed by the Board, the new Executive Director will be invited to make a presentation to the Board by the end of the calendar year.

Options:

1. Authorize a one-year funding agreement with COCA for FY 2020 to include \$150,000 from general revenue and one-cent of Tourist Development Taxes and authorize the County Administrator to execute the agreement in a form to be approved by the County Attorney.
2. Approve the creation of the Tourism Legacy Event Grant Program as described in this item; and approve codifying all the Tourism Grant Programs into a County Policy to be brought back as a future agenda item.
3. Approve the allocation of the ¼ cent of Tourist Development Taxes to the Legacy Event Grant Program and the County's Concert Series as presented in this item.
4. Board direction.

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Recommendations:

Options #1 - #3. Funding is included in the preliminary budget to implement these options.

Attachments:

1. Status update on COCA's Facilities Matching Grant Program.
2. Ordinance No. 2015-01, Leon County Tourism Development Plan.
3. October 23, 2018 Agenda Item, modifications to the County's Tourism Grant Programs.
4. May 14, 2019 Agenda Item, sponsorship for the Downtown Improvement Authority to increase the number of free concerts at the Amphitheater.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #9

Leon County Board of County Commissioners

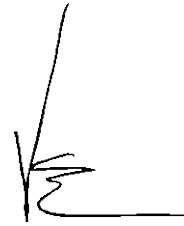
Agenda Item #9

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Medicaid Managed Care Supplemental Payment Program



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services
Lead Staff/ Project Team:	Timothy Carlson, Financial Compliance Manager

Statement of Issue:

This agenda item seeks Board approval for the County to participate in a new State and Federal Medicaid program to provide increased payments to Leon County for Medicaid patients transported by Leon County Emergency Medical Services.

Fiscal Impact:

This item has a fiscal impact. Through participation in the new program, Leon County is anticipated to receive up to \$800,000 in additional Medicaid payments. A match of up to \$500,000 would be provided from the EMS budget. Final amounts would be based on the actual number of Medicaid transports performed. The \$500,000 used to leverage the additional funds will be appropriated from the EMS fund balance as part of the FY 2020 Carry Forward process.

Staff Recommendations:

- Option # 1: Authorize the County Administrator to execute all documents necessary to participate in the Medicaid Managed Care Supplemental Payment Program with the Agency for Health Care Administration, in a form approved by the County Attorney.
- Option #2: Authorize the County Administrator to execute all documents necessary to participate in the Medicaid Managed Care Supplemental Payment Program with Managed Care Organizations, in a form approved by the County Attorney.

Report and Discussion

Background:

This agenda item seeks Board approval for the County to participate in a new State and Federal Medicaid Managed Care Supplemental Payment Program which will provide increased payments to Leon County for Medicaid patients transported by Leon County Emergency Medical Services (EMS). As discussed in further detail in the Analysis section below, during the 2019 Florida Legislative Session the Legislature authorized AHCA to seek a Medicaid waiver from the federal government to provide supplemental Medicaid payments to government-operated EMS providers. Participation in the Medicaid Managed Care Supplemental Payment Program will result in approximately \$800,000 of additional revenue to support the County's EMS operations.

This item recommends that any additional funding paid to Leon County be appropriated as part of next year's budget process as the program parameters are still being finalized by AHCA.

Analysis:

During the 2019 Florida Legislative Session, the Legislature authorized the establishment of a Medicaid Managed Care Supplemental Payment Program (Supplemental Payment Program) to address the inadequate level of Medicaid reimbursements currently received by government-owned EMS providers. Medicaid reimbursement rates for emergency medical transportation tend to lag commercial insurance rates and are not generally adequate to meet the costs of serving the Medicaid-eligible population.

Federal regulations at 42 CFR 447.300 and Section 1902(a)(30) of the Social Security Act allow states to establish alternative payment methodologies including supplemental payment programs for EMS providers. However, individual states must establish methodologies for reimbursements and adequately fund the state share of such supplemental payments. The Florida Legislature's 2019 General Appropriations Act (SB 2500) established a funding pool for the state share of the new supplemental payment program and directed AHCA to seek a Medicaid waiver to implement the program.

The Florida Legislature allocated \$54.7 million in funding for the Medicaid supplemental payment program that will be available to any government-owned and-operated EMS provider in Florida beginning FY 2020. The State's proportionate share of the funding is \$21.1 million and must be funded by program participants (EMS providers) in order to draw down the federal funding. The program will require participating local governments to pay the state share funding in advance, through an intergovernmental transfer (IGT), based on the percentage of overall managed-care patient transports they expect to provide.

As stated, AHCA has not finalized the process for administering the new Supplemental Payment Program; however, the proposed model is comparable to the low-income pool program (LIP) that allows local governments to access federal funds to provide primary health care to uninsured residents. In order to participate, the County is required to enter into a Letter of Agreement with AHCA to provide an IGT of funds and execute Agreements with Medicaid Managed Care Organizations (MCO). MCOs are private health insurance companies that contract with AHCA

to deliver health care services to Medicaid patients. For every \$1 of local government funds contributed, the County would be reimbursed \$2.60 in return. Based on the current funding levels and historical EMS transport data, a County payment of \$500,000 is needed to access approximately \$800,000 in additional federal funding. The exact amount of the IGT and the resulting reimbursement to the County will be based on the actual number of transports provided to qualified Medicaid patients. Any additional revenue collected by EMS would be considered as part of next year's FY 2021 budget process.

In addition to the Letter of Agreement with AHCA to provide the IGT funds, the County would also be required to enter into an agreement with each MCO. The MCO would be responsible for providing the reimbursement payment to the County. AHCA is finalizing proposed draft agreements for the counties and MCOs to utilize.

Upon notification from AHCA that the Program's administrative processes have been established, the County Attorney's office will review and approve to form all required documents prior to the County Administrator executing.

Options:

1. Authorize the County Administrator to execute all documents necessary to participate in the Medicaid Managed Care Supplemental Payment Program with the Agency for Health Care Administration, in a form approved by the County Attorney.
2. Authorize the County Administrator to execute all documents necessary to participate in the Medicaid Managed Care Supplemental Payment Program with the Managed Care Organizations, in a form approved by the County Attorney.
3. Do not participate in the Medicaid Managed Care Supplemental Payment Program.
4. Board direction.

Recommendation:

Options #1 and #2

**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners

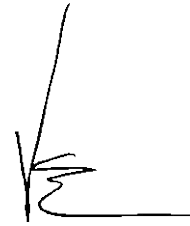
Agenda Item #10

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Locally Funded Agreement Between Leon County and Florida Department of Transportation for the Design of the Miccosukee Road Bridge Replacement



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

Statement of Issue:

This item seeks Board approval of the County to provide matching funds to the Florida Department of Transportation (FDOT) for the design of a bridge replacement on Miccosukee Road.

Fiscal Impact:

This item has a fiscal impact. This Agreement is for the design of the bridge with a 25% local match of \$180,000 from the County. As this is considered preventative maintenance, funding for the local match is available and recommended to come from the County's Stormwater Infrastructure Preventative Maintenance account. If approved, funding will be allocated during the FY19-20 Carry Forward process.

Staff Recommendation:

- Option #1: Approve the Locally Funded Agreement with the Florida Department of Transportation for the County to pay 25% of the design of the Miccosukee Road bridge replacement project (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Adopt the Resolution authorizing the Locally Funded Agreement for the design of the Miccosukee Road bridge replacement project (Attachment #2) and authorize the Chairman to execute.
- Option #3: Approve the Three Party Escrow Agreement with the Florida Department of Transportation and Department of Financial Services to establish an escrow account for the Miccosukee Road bridge Replacement project (Attachment #3) and authorize the County Administrator to execute.

Report and Discussion

Background:

The Miccosukee Road Bridge Replacement Project is essential to the following FY 2017 – FY2021 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.*

Miccosukee Road is a County-maintained road starting from Meridian Street to Moccasin Gap Road. In January 2019, the Florida Department of Transportation (FDOT) informed Public Works staff that the Miccosukee Road Bridge (BN 550051) had been selected for replacement and sought County participation as a funding partner for the project. The proposed bridge replacement will be designed and constructed by FDOT, with FDOT providing 75% of total funding and Leon County providing a 25% local match. This item seeks Board approval of a Locally Funded Agreement (LFA) between Leon County and FDOT in the amount of \$180,000 (25%) for County's share of the design of the bridge replacement (Attachment #1) while FDOT's share is \$540,000 (75%), and adoption of a Resolution (Attachment #2). Additionally, as required in paragraph 12 of the LFA, this item also seeks Board approval of a Three Party Escrow Agreement (Attachment #3) which allows the State to establish an interest bearing escrow account to deposit the County's matching funds for the project.

After the design work is completed, two additional LFAs with FDOT will be brought back to the Board for approval to establish the County's 25% financial obligation for right of way acquisition and construction and Construction Engineering Inspection (CEI). County matching funds will be considered as part of future budget processes.

Analysis:

The Miccosukee Road Bridge was built in 1950 and is located approximately 1,000 feet north of I-10 (Attachment #4). The bridge is 75.5 feet long with two travel lanes and is considered functionally obsolete. Additionally, weight limits have been imposed on the bridge. The most recent bridge inspection report qualifies the bridge for Federal replacement funding. The total costs for replacement of the bridge is estimated at \$2.5 million, including an estimated design fee of \$720,000, an estimated right of way acquisition fee of \$85,000, and an estimated construction and CEI cost of \$1.7 million. Based on current estimates, the County will be responsible for an additional \$446,250 in matching funds which will be included as part of future budget processes.

Under the proposed LFA, the County will provide 25% of funding (\$180,000) for design, while FDOT will cover the remaining 75% and manage the entire project. If the design fee exceeds the estimated amount of \$720,000, the County, upon notification from FDOT, will be required to provide an additional deposit to FDOT equal to 25% of the final design fee. If the final accounting of the total project costs for the Project is less than the total amounts deposited, a refund of the excess will be made so that the County's total share equals 25% of the final accounting of the total project costs.

This is the first of three LFAs that will be required to secure funding for the entire project. Upon execution of the LFA, it is anticipated that the design will be completed in FY 2020. After the design work is completed, two additional LFAs with FDOT will be brought back to the Board for approval to establish the County's 25% financial obligation for right-of-way acquisition and construction and CEI services based on the updated cost estimates. Public Works staff will coordinate with FDOT District 3 to provide the County's input on design and assistance in the permitting process.

While the bridge design will consider the duration of construction and impact to users, a full closure of Miccosukee Road at this location may be necessary because of the limited space on a canopy road and in a wetland area. Staff will work with FDOT to develop a detour plan to minimize the traffic impact if the road is closed for bridge construction and include the detour plan in a future agenda item with the final LFA for this project.

Options:

1. Approve the Locally Funded Agreement with the Florida Department of Transportation for the County to pay 25% of the design of the Miccosukee Road bridge replacement project (Attachment #1) and authorize the County Administrator to execute.
2. Adopt the Resolution authorizing the Locally Funded Agreement for the design of the Miccosukee Road bridge replacement project (Attachment #2) and authorize the Chairman to execute.
3. Approve the Three Party Escrow Agreement with the Florida Department of Transportation and Department of Financial Services to establish an escrow account for the Miccosukee Road bridge Replacement project (Attachment #3) and authorize the County Administrator to execute.
4. Do not approve the Locally Funded Agreement with the Florida Department of Transportation for the design of the Miccosukee Road bridge replacement project.
5. Board direction.

Recommendation:

Options #1, #2 and #3

Attachments:

1. Proposed Locally Funded Agreement
2. Resolution approving the Locally Funded Agreement
3. Proposed Three Party Escrow Agreement
4. Project Location Map

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEON COUNTY, FLORIDA**

Project #442944-1-32-01

This Locally Funded Agreement (“AGREEMENT”) is between the State of Florida, Department of Transportation (“DEPARTMENT”), and Leon County, Florida (“PARTICIPANT”).

RECITALS

1. PARTICIPANT and DEPARTMENT desire to procure professional services for the design associated with the replacement of a structurally deficient bridge (No. 550051) CR 0347 (Miccosukee Road) over Unnamed Branch. The development and completion of the design shall be called the PROJECT for purposes of this AGREEMENT; and
2. The DEPARTMENT will undertake and administer the Project, and PARTICIPANT will pay for 25% of the costs of the Project; and
3. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and PARTICIPANT has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No. _____.

Therefore, the DEPARTMENT and the PARTICIPANT agree as follows:

- 4 The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.
5. The PARTICIPANT agrees that it will, within fourteen (14) calendar days from the DEPARTMENT’S written notice to the PARTICIPANT, furnish the DEPARTMENT an advance deposit in the amount **ONE HUNDRED EIGHTY THOUSAND and No/100 DOLLARS (\$180,000.00)**, for full payment of 25% of the total estimated Project cost under Locally Funded project number 442944-1. The DEPARTMENT may utilize the amount of the deposit stated in paragraph 5 of this AGREEMENT for payment of the costs of the Project.
6. The DEPARTMENT may, in its discretion, decide to delay or cancel the Project without liability to the DEPARTMENT, if the PARTICIPANT fails to furnish the advance deposit as provided for in paragraph 5 of this AGREEMENT.
7. If the accepted bid amount plus allowances is in excess of the of the Total Estimated Project Cost, the PARTICIPANT will provide an additional deposit representing 25% of the amount in excess of the Total Estimated Project Cost within fourteen (14) calendar days of notification from

the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total amount of the deposit for the Project is equal to the 25% of the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the Total Estimated Project Cost. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation on final accounting as provided herein below. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S project manager indicating when the deposit will be made. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to a delay of the Project.

8. If the accepted bid amount plus allowances is less than the Total Estimated Project Cost, then the DEPARTMENT will retain the amount of the deposit stated in paragraph 5 until completion of final accounting, at which point the terms set forth in paragraph 10 or paragraph 11, as appropriate, will be followed.

9. Should project modifications or changes to bid items occur that increase the PARTICIPANT's share of total project costs for the Project, the PARTICIPANT will be notified by the DEPARTMENT accordingly. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the the award amount for the Project. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes.

10. With respect to the Project:

- i. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the contractor for the Project. The DEPARTMENT considers the Project complete when the final payment has been made to the contractor, not when the work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final costs for the Project.
- ii. Both parties agree that in the event the final accounting of the total project costs for the Project pursuant to the terms of this AGREEMENT is less than the total amounts deposited to date as to the Project, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT so that the PARTICIPANT's total share of its participation amount on the Project equals 25% of the final accounting of the total project costs for the Project.
- iii. Both parties agree that in the event the final accounting of the total project costs for

the Project pursuant to the terms of this AGREEMENT is less than the Total Estimated Project Cost but greater than the total amounts deposited to date as to the Project, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT so that the PARTICIPANT's total share of its participation amount on the Project equals 25% of the final accounting of the total project costs for the Project.

- iv. If the final accounting is not performed within three hundred and sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

11. In the event the total amounts deposited to date as to the Design Project is less than 25% of the final accounting of total project costs for the Design Project, the PARTICIPANT will pay the additional amount necessary to equal 25% of the final accounting of the total project costs for the Design Project within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to Section 55.03, F.S. on any invoice not paid within forty (40) calendar days until the invoice is paid.

12. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit and as provided in the attached Three Party Escrow Agreement between PARTICIPANT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

13. Contact Persons:

FOR THE PARTICIPANT:

Leon County Public Works
2280 Miccosukee Road
Tallahassee, Florida 32308
Contact Person: Charles Wu
Telephone #: (850) 606-1546
Federal Employer ID # (FEIN): 59-6000435

FOR THE DEPARTMENT

Florida Department of Transportation
1074 Highway 90
Chipley, Florida 32428
District Contact: Dustin Castells, District Three Local Programs Administrator
Phone: (850) 330-1227

14. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be 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 \$25,000.00 and which have a term for a period of more than 1 year.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

16. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

17. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

18. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

19. The PARTICIPANT:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

20. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date set out under that party's signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

PARTICIPANT:

LEON COUNTY, FLORIDA

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
(SEAL)

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Executive Secretary (SEAL)

Legal in form and valid as drawn:

Participant Attorney

FDOT Legal Review:

Office of the General Counsel

RESOLUTION: 19-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY,
FLORIDA APPROVING LOCALLY FUNDED AGREEMENT
BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION,
AND LEON COUNTY, FLORIDA FOR THE REPLACEMENT OF A
STRUCTURALLY DEFICIENT BRIDGE ON MICCOSUKEE ROAD**

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 undertake and administer the procurement of professional services for the development and completion of the design associated with the replacement of a structurally deficient bridge on Miccosukee Road; and

WHEREAS, details of the DEPARTMENT’s administration of such development and completion of design (the “PROJECT”) are described in the Locally Funded Agreement between the DEPARTMENT and the COUNTY as presented to the Board of County Commissioners of Leon County, Florida at its regular meeting on September 24, 2019 (the “LFA”); and

WHEREAS, the PROJECT will be administered by the DEPARTMENT and the COUNTY is prepared to contribute twenty-five percent (25%) of the costs of the PROJECT, with an advance deposit in the amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) required to be deposited as provided in the Three Party Escrow Agreement attached to the LFA; 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 Miccosukee Road.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 24th day of September, 2019, that the Board hereby approves the Locally Funded Agreement and hereby authorizes the County Administrator to execute the Locally Funded Agreement in a form approved by the County Attorney.

Passed and adopted on this 24th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

APPROVED AS TO FORM:
Leon County Attorney’s Office

BY: _____

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

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Leon County, Florida ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Design for the replacement of a structurally deficient bridge (No. 550051) on CR 0347 (Miccosukee Road) over Unnamed Branch
Project #: 442944-1-32-01
County: Leon

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

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IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028
Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

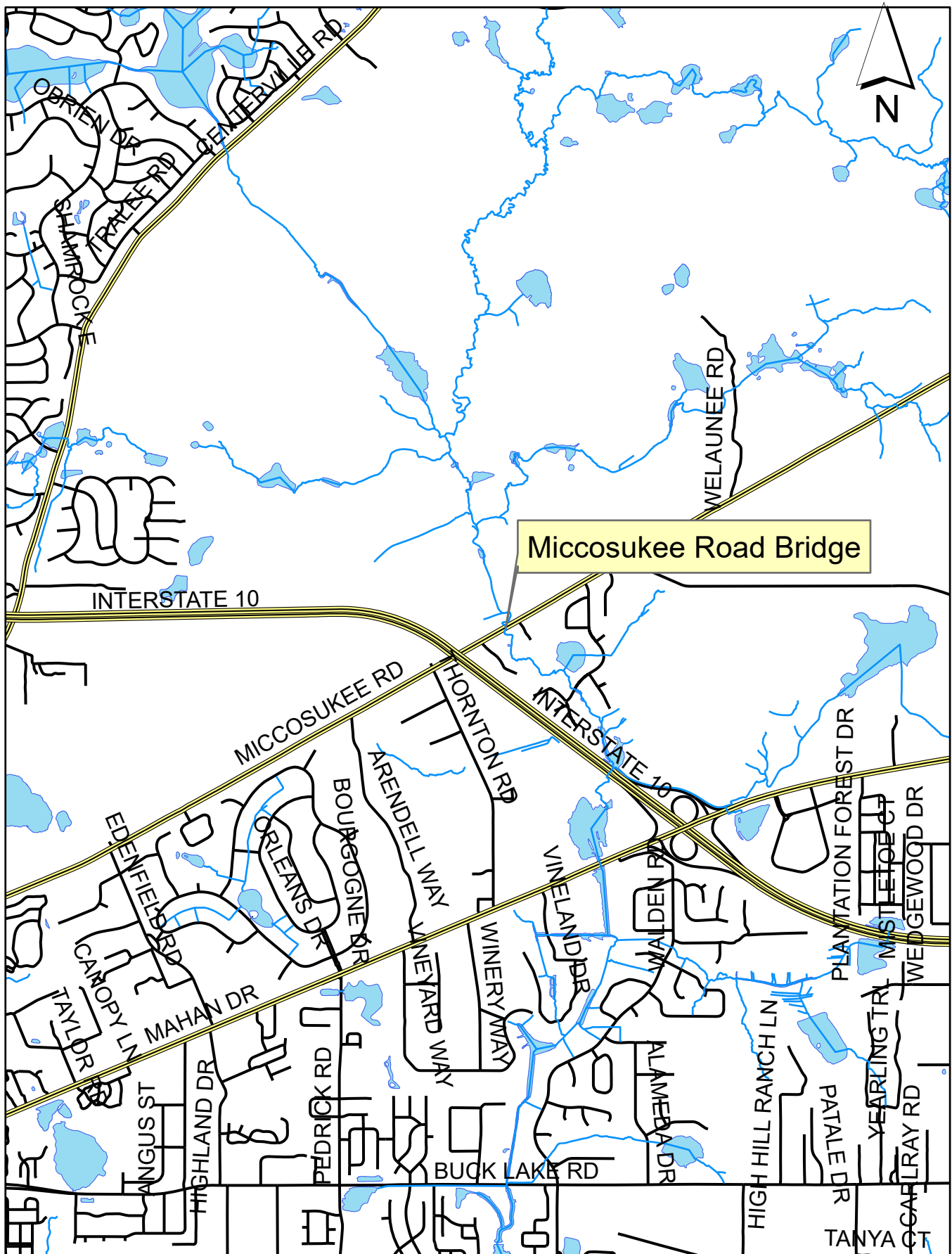
FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

Miccosukee Road Bridge Location Map



**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

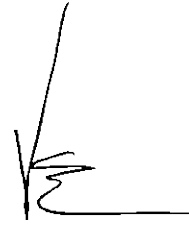
Agenda Item #11

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Resolution of Support for the Honorary Designation of the I-10 Interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange”



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

Statement of Issue:

This agenda item seeks the Board’s adoption of a Resolution of support for the honorary designation of the I-10 interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange.”

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the Resolution of support for the honorary designation of the I-10 interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange” (Attachment #1).

Title: Resolution of Support for the Honorary Designation of the I-10 Interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange”

September 24, 2019

Page 2

Report and Discussion

Background:

At the September 17, 2019 meeting, the Board requested a resolution be prepared designated the I-10 Interchange at U.S. 90/Mahan Drive in Leon County honoring Trooper William “Bill” H. Dyer. Before the markers honoring Trooper Dyer may be erected, Section 334.071(3), Florida Statutes, requires that the Board of County Commissioners adopt a resolution in support of the designation (Attachment #1).

On July 3, 2019, Governor Ron DeSantis approved House Bill 385 (Chapter No. 2019-169, Laws of Florida) to provide for the honorary designations of certain public roads and highways in specified counties, including Leon County. Included in the bill is the designation of the I-10 interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange” in honor of a Florida Highway Patrol trooper who passed away resulting from a patrol car crash in the line of duty on October 18, 2011. Trooper Dyer served with the Florida Highway Patrol for 16 years.

Analysis:

Section 334.071, F.S., provides for the legislative designations of transportation facilities for honorary or memorial purposes. This designation requires the Florida Department of Transportation to place highway markers at the road, bridge, intersection, or other transportation facility so designated. This item recommends the Board’s adoption of the required Resolution in support of the roadway designation.

Options:

1. Adopt the Resolution of support for the honorary designation of the I-10 interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange” (Attachment #1).
2. Do not adopt the Resolution of support for the honorary designation of the I-10 interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange.”
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Resolution of support

RESOLUTION NO. R19-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING THE HONORARY DESIGNATION OF THE INTERCHANGE ON I-10 AT U.S. 90/S.R. 10/ MAHAN DRIVE IN LEON COUNTY AS THE “TROOPER WILLIAM ‘BILL’ DYER MEMORIAL INTERCHANGE”; RECOGNIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION AS THE AGENCY RESPONSIBLE FOR THE DESIGN, ERECTION, AND MAINTENANCE OF THE ASSOCIATED HONORARY DESIGNATION MARKERS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 2019-169, Laws of Florida, provides for the erection of honorary designations of certain transportation facilities in specified counties and directs the Florida Department of Transportation (“FDOT”) to erect suitable markers; and

WHEREAS, FDOT has been directed to erect suitable markers designating the interchange on Interstate-10 at U.S. 90/S.R. 10/Mahan Drive in Leon County as the “Trooper William 'Bill' H. Dyer Memorial Interchange”; and

WHEREAS, the Interchange is within FDOT's jurisdictional limits, and FDOT will be responsible for the design, erection, and maintenance of the honorary designation markers; and

WHEREAS, Section 334.071(3), Florida Statutes, requires that the appropriate city or county commission pass a resolution in support of any proposed honorary designation markers prior to their erection; and

WHEREAS, the Interchange where the proposed honorary designation will be erected lies within Leon County.

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

SECTION 1. The foregoing "Whereas" clauses are true and correct and are made part of this Resolution.

SECTION 2. The Board of County Commissioners of Leon County, Florida ("Board"), recognizes FDOT as the agency responsible for the design, erection, and maintenance of the honorary designation markers.

SECTION 3. The Board supports this Resolution.

SECTION 4. SEVERABILITY.

If any portion of this Resolution is determined by any court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

SECTION 5. EFFECTIVE DATE.

This Resolution shall become effective upon adoption.

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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

Leon County Board of County Commissioners

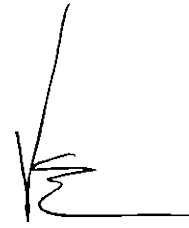
Agenda Item #12

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Hurricane Michael Housing Recovery Program Funding



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services & Community Partnerships
Lead Staff/ Project Team:	Matthew Wyman, Housing Services Manager

Statement of Issue:

This item seeks Board approval to accept \$351,000 in Florida Hurricane Housing Recovery Program funds and to amend the Local Housing Assistance Plan to align the existing housing strategies with the allowable uses of these recovery funds.

Fiscal Impact:

This item has a fiscal impact. Leon County has been allocated \$351,000 in Hurricane Housing Recovery Program funds to support Hurricane Michael recovery efforts. The funds will be allocated in the FY 2019 Budget through the associated Resolution and Budget Amendment Request.

Staff Recommendations:

- Option #1: Approve the proposed Hurricane Housing Recovery Program Funding Agreement with the Florida Housing Finance Corporation (Attachment #1) and adopt the associated Resolution and Budget Amendment Request (Attachment #2).
- Option #2: Approve the amended State Housing Initiatives Partnership Local Housing Assistance Plan (Attachment #3) and adopt the associated Resolution (Attachment #4).

Report and Discussion

Background:

This item seeks Board approval to enter into an Agreement with the Florida Housing Finance Corporations (FHFC) to receive \$351,000 in Hurricane Housing Recovery Program funds to support the Hurricane Michael recovery efforts of Leon County residents. This item also seeks Board approval to amend the current Local Housing Assistance Plan (LHAP) to align existing housing strategies with the allowable uses of these recovery funds.

In response to recovery efforts related to Hurricane Michael, the Florida Legislature made a one-time appropriation of \$65 million to support the Hurricane Housing Recovery Program (HHRP). Local governments that participate in the State Housing Initiatives Partnership (SHIP) and were determined to be eligible for Federal Emergency Management Agency (FEMA) Individual Assistance after Hurricane Michael were considered by Florida Housing Finance Corporation (FHFC) for HHRP participation.

As a recipient of SHIP funding, Leon County was deemed eligible for FEMA Individual Assistance due to Hurricane Michael. Each local government's HHRP allocation is based on Hurricane Michael FEMA damage assessment data and the population in each county. As a result, the FHFC allocated \$351,000 to address housing damage associated with Hurricane Michel for those who reside in the unincorporated areas of Leon County. The City of Tallahassee (City) also received an allocation of \$429,000 in HHRP funds to address damages to homes located within the City limits.

In accordance with Fla. Admin. Code R.67-37.005, local governments that participate in SHIP must maintain a Local Housing Assistance Plan (LHAP) which describes the affordable housing strategies or programs to be implemented with SHIP funds. In order to expend HHRP funds the current LHAP must be amended to include a program strategy that considers the services needed to address damages caused by Hurricane Michael.

Contingent upon Board approval of an agreement and the proposed amendments to the SHIP Local Housing Assistance Plan (LHAP), HHRP funds are expected to be available for disbursement in October 2019.

Analysis:

The goal of HHRP is to aid in disaster recovery and housing rehabilitation for citizens displaced or affected by Hurricane Michael. Like SHIP, the HHRP requires funds to be expended in three years (by June 30, 2022) and requires specific percentages of the funds to be distributed based on household income (i.e. at least 30% for very low-income households, at least 20% for special needs households, etc.). The Agreement will authorize Leon County to expend HHRP funds for the following activities:

- Repair and replacement of housing;
- Insurance deductibles, including reimbursement;
- Repair, replacement, and/or relocation assistance for manufactured homes;

- Acquisition of building materials for home repair and construction;
- Housing reentry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings; and
- Foreclosure eviction prevention.

As referenced, Fla. Admin. Code R.67-37.005, requires local governments that participate in SHIP to maintain an LHAP which describes the affordable housing strategies or programs to be implemented with SHIP funds. In order to expend HHRP funds to address the housing activities presented above, the current LHAP (Attachment #5) must be amended to include a program strategy that considers the services needed to address damages caused by Hurricane Michael. As a result, the following amendments to the current SHIP-LHAP are recommended:

- Add a Rental Development program strategy. The Rental Development program awards funds to build new or rehabilitate affordable rental units (single-family detached or multi-family development). This will provide funding assistance to rental units that may have been impacted by Hurricane Michael and allow for SHIP funding for future affordable housing rental developments.
- Add Disaster Preparedness and Resilience activities to the Home Rehabilitation and Emergency Home Repair strategy and rename the strategy to “Emergency Home Repair and Housing Resilience”. These changes will allow SHIP and HHRP funds to be utilized for disaster preparedness activities such as tree mitigation; installing impact resistant windows; and installing home generators for the special needs population with verified medical needs, and more appropriately reflect the purpose of the program strategy.

In addition to the amendments recommended above, the proposed amendments to the LHAP would establish all SHIP Program participant’s income eligibility at 80% or below the Area Median Income (AMI) for all program strategies except for Down Payment Assistance. This change only effects income eligibility guidelines of the Home Rehabilitation Program strategy. Currently, the Home Rehabilitation Program income eligibility is not more than 120% of the AMI. The maximum income eligibility for Down Payment Assistance will remain at not more than 120% of the AMI.

Upon the Board’s approval to participate in the HHRP Program, staff will notify the community of the funding availability with public notices advertised in the Tallahassee Democrat and the Capital Outlook as required by FHF. Additionally, the funding availability will be promoted on the Division of Housing Services’ website and the County’s social media platforms. Thirty days following the first advertisement, a 30-day application period will begin.

Applications will be reviewed on a first come, first serve basis. Once the application period ends, a list of eligible applicants will be compiled and prioritized using the following criteria:

1. Income eligible Special Needs Households
2. Income eligible Essential Services Personnel (ESP) (i.e. first responders, active military, etc.)
3. After income eligible Special Needs Households and ESP applications are funded, then income eligible general population will be considered for assistance.

Upon the Board's approval to participate in the HHRP Program, and approval of the proposed amendments to the SHIP-LHAP and associated Resolution, an Agreement will be executed and submitted to FHFC. As stated, FHFC anticipates that HHRP funds will be available in October 2019.

Options:

1. Approve the proposed Hurricane Housing Recovery Program Funding Agreement with the Florida Housing Finance Corporation (Attachment #1) and adopt the associated Resolution and Budget Amendment Request (Attachment #2).
2. Approve the amended State Housing Initiatives Partnership Local Housing Assistance Plan (Attachment #3) and adopt the associated Resolution (Attachment #4).
3. Do not approve the Hurricane Housing Recovery Program Funding Agreement.
4. Do not approve the amended State Housing Initiatives Partnership Local Housing Assistance Plan.
5. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Hurricane Housing Recovery Program Funding Agreement
2. Resolution and associated Budget Amendment Request
3. Proposed amended SHIP-LHAP
4. Resolution approving amendments to the SHIP-LHAP
5. Proposed amended SHIP-LHAP with strike-through

HURRICANE HOUSING RECOVERY PROGRAM
FUNDING AGREEMENT

(Local Government)

THIS FUNDING AGREEMENT ("Agreement") is entered into as of September 24, 2019 by and among Leon County, Florida ("Grantee"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and, FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Hurricane Michael made landfall in Florida on October 10, 2018, leaving a path of destruction that affected a major portion of Florida's panhandle;

WHEREAS, The Florida Legislature passed legislation that will fund hurricane recovery activities for the Hurricane Housing Recovery Program (HHRP) under the following proviso language:

From the funds in Specific Appropriation 2316A, \$65,000,000 of nonrecurring funds from the Local Government Housing Trust Fund shall be used to fund the Hurricane Housing Recovery Program for eligible counties and municipalities based on Hurricane Michael Federal Emergency Management Agency damage assessment data and population. Hurricane recovery purposes may include, but are not limited to, repair and replacement of housing; assistance to homeowners to pay insurance deductibles; repair, replacement, and relocation assistance for manufactured homes; acquisition of building materials for home repair and construction; housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings; foreclosure eviction prevention, including monthly rental assistance for a limited period of time; or strategies in the approved local housing assistance plan;

WHEREAS, Florida Housing has determined that the existing administrative infrastructure of the SHIP program is well suited as a model to disburse and expend the funds for the HHRP efficiently;

WHEREAS, HHRP funds will be allocated to local governments that have the SHIP administrative infrastructure in place and that are designated as eligible for Individual Assistance pursuant to DR-4399; HHRP funds will be allocated to these local governments based on damage estimates as determined by FEMA;

WHEREAS, it is essential to expediently aid in housing recovery and rehabilitation for citizens displaced or affected by Hurricane Michael, Grantee may expend HHRP funds based on its existing approved SHIP local housing assistance plan inasmuch as it aligns with the goals of HHRP or may amend its existing approved SHIP local housing assistance plan as allowed under this Agreement to align with the goals of HHRP;

WHEREAS, the parties hereto desire to reach agreement to expedite the disbursement and expenditure of HHRP funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.
2. Definitions:
 - i. "Administrative Expenditures" means funds, not to exceed 15% of the allocation, expended by Grantee to carry out the activities of HHRP. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs. Other costs counted towards this expenditure must be reasonable and pertain to the management of HHRP.
 - ii. "Affordable" means that monthly rents or monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for Eligible Persons or Households. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.
 - iii. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Grantee.
 - iv. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Grantee to be earning not more than 140% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
 - v. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under HHRP for the purpose of providing Eligible Housing for Eligible Persons.
 - vi. "Expended" means the affordable housing activity is complete and funds have been paid for the activity. In addition, the assisted unit, or at least 50% of units in a multifamily development, must be occupied for funds to be considered as Expended.
 - vii. "Local Housing Assistance Plan" or "LHAP" means Grantee's approved local housing assistance plan for fiscal year 2019-2020 established in accordance with Grantee's eligibility and participation in SHIP pursuant to Sections 420.907-420.9079, Fla. Stat., and program rule, including any supplements or amendments thereto as allowed by this Agreement and reflected in Exhibit "A," HHRP Description and Certification of Program Activities, Exhibit "B," Non-LHAP Strategy Description, and Exhibit "C,"

- Housing Delivery Goals Chart, all attached to and incorporated in this Agreement, and approved by Florida Housing.
- viii. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of HHRP funds.
 - ix. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
 - x. "Recaptured Funds" means funds that are recouped by Grantee from Eligible Persons or Eligible Sponsors which were not used for assistance to an Eligible Household for an eligible activity, when there is a default on the terms of a grant award or loan award.
 - xi. "Sub-Recipient" means a person or organization contracted by a Grantee that is compensated with HHRP funds to provide administration of any portion of the HHRP.

Allocation and Use of Funds

- 3. Allocation of Funds to Eligible Grantees: The parties agree that the allocation of funds has been determined and approved by Florida Housing's Board of Directors on June 21, 2019, based on housing impacts from Hurricane Michael using FEMA data. The allocation to Grantee is: **\$351,000.00**.
- 4. Disbursement of Funds to Eligible Grantees: HHRP funds will be disbursed to all Eligible Grantees as the funds become available to Florida Housing through the collection of Documentary Stamp Tax Funds that are deposited into the Local Government Housing Trust Fund. When funds are available to fund a portion of the total program, Florida Housing will disburse funds in an equitable manner to Eligible Grantees.
- 5. Establishment of HHRP Trust Fund: Grantee must establish and maintain a HHRP trust fund. All HHRP moneys Grantee receives from its share of the HHRP distribution, program income, recaptured funds, and other funds received or budgeted to implement HHRP must be deposited into the HHRP trust fund. Expenditures other than for the administration and implementation of HHRP may not be made from the fund. Grantee must invest amounts on deposit in its HHRP trust fund as permitted by any applicable law or regulation. Grantee must retain all investment earnings in its HHRP trust fund and such earnings must only be used for HHRP purposes. HHRP trust funds for all local governments including interlocal entities must be separately stated as a special revenue fund in a Grantee's audited financial statements. Electronic copies of such audited financial statements or a hyperlink to the website where the report is posted must be transmitted to Florida Housing no later than June 30th of the applicable state fiscal year. In addition to providing audited financial statements, Grantee must provide evidence of compliance with the Florida Single Audit Act, as referenced in Sections 215.97(7) and (8), Fla. Stat. All Expended funds reported on the HHRP Annual Report must be reconciled to the general ledger for each State fiscal year prior to submission of the HHRP Annual Report.

6. Expenditure of Funds by Grantee: HHRP funds shall be Expended by Grantee for the following:
 - i. HHRP Administrative Expenditures and Project Delivery Costs in an amount no more than a cumulative 15 percent of HHRP funds may be incurred by Grantee, a consultant to Grantee, or a Sub-Recipient. HHRP funds must not be used to pay for Administrative Expenditures incurred prior to July 1, 2019. In cases where costs are shared amongst multiple programs, only a prorated amount should be charged to HHRP.
 - ii. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
 - iii. HHRP funds may be used for the following hurricane recovery purposes or activities, any of which are to be funded by HHRP funds must be included on Exhibit "A":
 - a. repair and replacement of housing;
 - b. assistance to homeowners to pay insurance deductibles;
 - c. repair, replacement, and relocation assistance for manufactured homes;
 - d. acquisition of building materials for home repair and construction;
 - e. housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
 - f. foreclosure eviction prevention, including monthly rental assistance for a limited period of time; and
 - g. strategies in the approved LHAP for fiscal year 2019-2020.
7. In executing this Agreement, Grantee is certifying that all HHRP funds will be Expended under the listed strategies in Exhibit "A" for fiscal year 2019-2020.
8. Advertisement of Availability of Funds: HHRP funding availability must be advertised by Grantee in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 30 days before the beginning of the application period. At a minimum, the advertisement shall contain:
 - i. The amount of funds projected to be received from the state for the fiscal year(s).
 - ii. The beginning and ending date of the application period;
 - iii. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
 - iv. Additional information may also be included in the advertisement, for example:
 - a. estimated amount of funds available per strategy;
 - b. the maximum per unit award amounts;
 - c. income set-asides for each strategy and local income limits;
 - d. the maximum unit value; and
 - e. description of the selection criteria.
9. Application for HHRP Eligible Person or Household Assistance: Grantee shall establish criteria for HHRP assistance and develop an application for HHRP eligibility.
 - i. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for HHRP assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it

is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.

- ii. At a minimum, an application for program assistance should contain the following items for each household members:
 - a. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
 - b. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
 - c. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
 - d. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.
 - e. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.
10. Allowable Homeownership Activities (Direct Assistance to Homeowners): Awards of funds may be made directly to Eligible Persons of owner-occupied homes to rehabilitate, demolish and reconstruct, or build new (homes); purchase and install new mobile homes; emergency repairs; and hardening as described in Exhibit "A" of this document. Maximum awards will be adhered to as stated in Exhibit "C".
11. Allowable Homeownership Development: Awards of funds may be made directly to Eligible Sponsors to rehabilitate, demolish and reconstruct, build new (homes); purchase and install new mobile homes; emergency repairs; and hardening as described in Exhibit "A". The benefit of awards to Sponsors must accrue to an Eligible Person. Maximum awards will be adhered to as stated in Exhibit "C".
12. Allowable Rental Development (Awards to Sponsors): Awards of funds may be made directly to Eligible Sponsors to rehabilitate, demolish and reconstruct, build new or purchase and install new mobile homes, as described in Exhibit "A". Rental units produced through awards to Sponsors must be rented to Eligible Persons within rent limits set forth for the SHIP program. Maximum awards shall be adhered to as stated in Exhibit "C".
13. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:
 - i. Security and utility deposit assistance to secure temporary or permanent rental housing; or
 - ii. Eviction prevention not to exceed 6 months' rent; or
 - iii. A rent subsidy program for very-low-income households with at least one adult who is a person with special needs as defined in Section 420.0004, Fla. Stat., or homeless as defined in Section 420.621, Fla. Stat. The period of rental assistance may not exceed 12 months for any Eligible Household; or

- iv. A rent subsidy program for very-low- and low- income households that are displaced from rental units that are uninhabitable; or
 - v. A rent subsidy (temporary relocation) not to exceed six months for homeowners who have homes that are being rehabilitated or reconstructed. Payments should be made directly to the landlord, management company, or utility provider, as applicable.
14. Maximum Unit Value: The sales price or value of new or existing Eligible Housing may not exceed 90 percent of the average area purchase price in the statistical area in which the Eligible Housing is located. Such average area purchase price may be calculated for any 12-month period beginning not earlier than January 1, 2017, or as otherwise established by the United States Department of the Treasury.
15. Income Categories: Income categories (based on SHIP income limits chart for 2019) for Eligible Persons are defined as follows:
- i. Extremely Low Income does not exceed 30% of the area median income
 - ii. Very Low Income does not exceed 50% of the area median income
 - iii. Low Income does not exceed 80% of the area median income
 - iv. Moderate Income does not exceed 120% of the area median income
 - v. Maximum Allowable Income not to exceed 140% of the area median income
16. Required Expenditure Set-asides:
- i. At least 30 percent of Grantee's funds must be reserved for awards to very-low-income persons or Eligible Sponsors who will serve very-low-income persons and at least an additional 30 percent of the funds must be reserved for awards to low-income persons or Eligible Sponsors who will serve low-income persons.
 - ii. At least 65 percent of Grantee's funds must be reserved for homeownership for Eligible Persons.
 - iii. Not more than 20 percent of Grantee's funds may be used for manufactured housing unless otherwise proposed by Grantee and approved by Florida Housing in Exhibit A.
 - iv. At least 75 percent of Grantee's funds must be reserved for construction, rehabilitation, or emergency repair of affordable, Eligible Housing.
 - v. At least 20 percent of Grantee's funds must be made available to serve persons with special needs as defined in Section 420.0004, Fla. Stat.
17. HHRP Eligible Person Award Terms: HHRP funds awarded directly to Eligible Persons must be in the form of a grant, deferred or hard pay loan. Grants should be limited to activities such as emergency repairs, relocation costs, temporary repairs, housing re-entry (deposits, rent payments), and foreclosure or eviction prevention. Loans must be secured by a note and mortgage and may be forgiven over the course of the loan on a prorated basis, forgiven at the end of the term, or paid back at the end of the term. The terms for each award will be based on terms in the LHAP for applicable fiscal year unless otherwise stated in Exhibit "B."

18. **Encumbrance and Expenditure Deadlines:** Grantee shall have two years to Encumber HHRP funds for their intended use, and an additional year to fully Expend HHRP funds. Grantee affirms that funds allocated for HHRP will meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 st Year Annual Report	2 nd Year Annual Report	Closeout Annual Report
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022

If funds allocated for these fiscal years are not anticipated to meet any of the deadlines in the table above, Florida Housing will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 st Year AR Not Submitted	2 nd Year AR Not Submitted	Closeout AR Not Submitted
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022

Encumbrances of HHRP funds must be evidenced and documented in the file by:

- i. a contract between Grantee and HHRP Eligible Person or Sponsor
- ii. an award letter to an Eligible Person or Sponsor;
- iii. a purchase order for or evidence of payment of the award; and
- iv. approval by the elected local government governing body.

Requests for Expenditure Extensions must be received by Florida Housing at least three months in advance of the deadline. The extension request shall be emailed to:

robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org, or their respective successors, and include:

- i. A statement that city/county requests an extension to the expenditure deadline for fiscal year;
- ii. The amount of funds not Expended;
- iii. The amount of funds not encumbered or been recaptured; and
- iv. A detailed plan of how/when the money will be Expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit the Closeout annual report detailing all funds that have been Expended and encumbered. Please email terry.auringer@floridahousing.org, or her successor, when you are ready to submit the annual report.

19. **Closeout Annual Report Requirements:** Grantee will submit a report of program activities completed in accordance with the expenditure deadline as outlined in Paragraph 18 above. The expenditure deadline will be June 30, 2022, unless otherwise agreed to or extended by Florida Housing in writing. The report will be due no later than September 15 of the year in which the expenditure deadline occurs. If an extension to the expenditure deadline is granted by Florida Housing, Grantee must still report on all completed activities as well as activities yet to be completed. Florida Housing, at its

discretion, may require interim reports of activities to provide information to the Executive Office of the Governor, the legislature, or to accumulate necessary data on hurricane recovery activities. Reports will be submitted electronically using web portal system maintained by Florida Housing at: <https://apps.floridahousing.org/StandAlone/Extranet/>.

Program Compliance

20. File Management and Record Retention relating to HHRP Eligible Persons or Sponsors: Grantee must maintain a separate file for every applicant, Eligible Person, sub-recipient or Sponsor, regardless of whether the request was approved or denied.
- i. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
 - ii. Record and File Retention: Per the Florida Department of State, local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, sub-recipient or Sponsor for (5) five fiscal years after funds have been expended or (5) five years after the expiration of a use restriction agreement. and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
 - a. For more information, see “The General Schedule for Local Governments GS1-L” located at the Florida Department of State’s web site www.dos.state.fl.us Click on the link for “Library and Info. Services.”
 - b. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government’s need for additional documentation.
 - c. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Grantee must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Grantee’s housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.
 - d. In cases where a Sub-Recipient is used to administer HHRP, Grantee is ultimately responsible for program compliance.
 - e. All other records that document the award or expenditure of HHRP funds must be retained for 5 fiscal years after the funds have been expended or (5) five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Grantee must retain all records no less than 5 years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
 1. applications;

2. program and set-aside records;
 3. housing agreements;
 4. income verifications and
 5. other records as required by Florida Housing or federal, state and local law or regulations.
 - f. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.
 - iii. Access to Files: Florida Housing or any duly authorized representative shall be permitted to inspect any files relating to HHRP Eligible Person or Sponsors including but not limited to the LHAP, any supplement or amendments thereto, advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, HHRP fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the Corporation staff or its designated monitoring agent.
21. Files Management and Record Retention relating to Grantee and Administration of this Agreement :
- i. Contents of the Files: Grantee must maintain files containing documentation to verify all compensation to Grantee in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Grantee in connection with this Agreement. Grantee must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.
 - ii. Record and File Retention: Grantee must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
 - iii. Access to the Files: Upon reasonable notice, Grantee and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
 - iv. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Grantee under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Grantee.
22. Compliance Monitoring: Grantee must be subject to compliance monitoring during the years in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Grantee:

- i. Grantee must maintain a financial tracking system provided by Florida Housing that ensures that HHRP funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
 - ii. Grantee must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
 - a. Proof of income compliance;
 - b. Proof of homeownership;
 - c. Proof of use of insurance proceeds;
 - d. Proof of use of FEMA proceeds;
 - e. Documentation of all required inspections including mold remediation and wood destroying organisms;
 - f. Documentation of any required remediation;
 - g. Certificate of Occupancy;
 - h. Placed in Service documentation;
 - i. Proof of contract or eligibility;
 - j. Documentation of payments made on the award; and
 - k. Documentation of the value/sales price of the unit, as applicable.
23. Cooperation with Inspector General: Grantee understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Grantee will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.
24. Compliance Reports: If Florida Housing issues a written report finding that Grantee has violated HHRP criteria, Florida Housing may require Grantee to work with technical assistance provider through the Affordable Housing Catalyst Program (Catalyst), to develop a corrective action plan (CAP). The CAP must be submitted by Grantee to Florida Housing within 60 days of the date of the letter from Florida Housing notifying Grantee of the violation, and describe both the proposed corrective action for each violation and how the correction actions will be implemented within 3 months of an approval of the CAP. Florida Housing will have 30 days to review and approve or recommend changes to the CAP. Upon written approval of the CAP, any undisbursed funds due to Grantee will be distributed.
25. Rental Development Monitoring: Grantee is responsible for income compliance on all rental units funded with HHRP for a minimum of 15 years. If the rental development is receiving funds from other local, state, or Federal programs and those programs are requiring compliance with income guidelines that are sufficient to derive necessary confirmation of compliance for HHRP, then Grantee may rely on these reports. Grantee must have a written agreement with the developer/owner of the property to assure the reports will be made available.
26. Technical Assistance: Training and technical assistance is available to Grantee to assist in the development and implementation of the HHRP. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.

27. Program Income: Program Income realized by Grantee prior to the final closeout of HHRP must be deposited and used for eligible HHRP activities. After final closeout of HHRP, funds realized as Program Income must be deposited to Grantee's SHIP program account to be used for eligible activities in the approved LHAP for the fiscal year in which the funds are realized.
28. Recaptured Funds: Recaptured Funds realized by Grantee prior to the final closeout of HHRP must be deposited and used for eligible HHRP activities. After final closeout of HHRP, Recaptured Funds must be deposited to Grantee's SHIP program account to be used for eligible activities in the approved LHAP for the fiscal year in which the funds are realized.

General Provisions

29. Compliance with all Applicable Laws and Regulations: Grantee must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering HHRP under this Agreement. Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Grantee further agrees to include this provision in all contracts with Eligible Persons, Sub-Recipients, Sponsors or subcontracts issued as a result of this Agreement. Grantee's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.
30. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.
31. Insurance: Grantee agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.
32. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
33. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
34. Lobbying: In accordance with Section 216.347, Fla. Stat., Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section

11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

35. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Grantee in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Grantee represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

If Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Grantee's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

36. Personally Identifiable Information (PII); Security:
- i. If Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Grantee must provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Grantee shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
 - ii. If Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Grantee shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Grantee does not carry stand-alone cyber liability coverage, Grantee agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.
 - iii. Grantee agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
 - iv. Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

- v. Grantee agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
- vi. Grantee agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
- vii. If Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
- viii. In the event of a breach of PII or other sensitive data, Grantee must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Grantee must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Grantee's corrective action plan; and the timelines associated with the corrective action plan.

37. Other Provisions:

- i. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County.
- ii. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Grantee shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Grantee. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- iii. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- iv. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

[SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE FOR
HURRICANE HOUSING RECOVERY PROGRAM
FUNDING AGREEMENT

(GRANTEE)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals as of the day and year first written above.

LEON COUNTY, FLORIDA: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTEST:
Gwen Marshall, Clerk & Comptroller,
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

COUNTERPART SIGNATURE PAGE FOR
HURRICANE HOUSING RECOVERY PROGRAM
FUNDING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals as of the day and year first written above.

FLORIDA HOUSING FINANCE CORPORATION:

WITNESSES:

Print: _____

Print: _____

By: _____

Print: _____

Title: _____

Address: 227 N. Bronough Street, Suite 5000
 Tallahassee, Florida 32301-1329

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ on behalf of FLORIDA HOUSING FINANCE CORPORATION, a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

**HHRP Program
Description and Certification of Program Activities**

- In the following table, list all housing strategies that will be used by Grantee for HHRP.
- If a strategy which is not currently in the approved LHAP is included in the list below, a separate strategy form (Exhibit B) will be required.
- The strategy may also be added to the approved LHAP for the 2019-2020 fiscal year as an amendment submitted to and approved by Florida Housing.

Housing Strategies	Code	In LHAP (Yes/No)
Home Rehabilitation	3	Yes
Emergency Home Repair	3	Yes
Home Replacement	4	Yes

EXHIBIT "B"
Non-LHAP Strategy Description

A. Strategy Name: N/A	Code
------------------------------	-------------

a. Summary: See amended Local Housing Assistance Plan

- b. Fiscal Years Covered: 2019-2020
- c. Income Categories to be served:
- d. Maximum award: \$
- e. Terms:
 - 1. Repayment loan/deferred loan/grant:
 - 2. Interest Rate: %
 - 3. Years in loan term:
 - 4. Forgiveness:
 - 5. Repayment:
 - 6. Default:
- f. Recipient Selection Criteria:
- g. Sponsor Selection Criteria:
- h. Additional Information:

Posted September 18, 2019

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.

Adpted this 24th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____

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: BAB19035
Date: 9/12/2019

Agenda Item No: _____
Agenda Item Date: 9/24/2019

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
124	932055	345100	000	SHIP Hurricane Housing Recovery Program	-	351,000	351,000

Subtotal: 351,000

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
124	932055	585000	554	Housing Rehabilitation	-	351,000	351,000

Subtotal: 351,000

Purpose of Request:

This budget amendment realizes \$351,000 from the Florida Housing Finance Corporation to support Hurricane Michael recovery and the Division of Housing Service's programs.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution ☒

Motion ☐

Administrator ☐

LEON COUNTY, FLORIDA

**STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

2017-2018, 2018-2019 and 2019-2020

As Revised by the Leon County Board of County Commissioners on March 12, 2019

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E. Signed, dated, witnessed or attested adopting resolution	30
F. Ordinance: No changes – N/A	
G. Interlocal Agreement: N/A	

SECTION I. PROGRAM DETAILS:

- A. Name of the participating local government: Leon County
Is there an Interlocal Agreement: Yes _____ No: X
- B. Purpose of the program:
1. To meet the housing needs of the extremely low, very low, low and moderate income households;
 2. To expand production of and preserve affordable housing; and
 3. To further the housing element of the local government comprehensive plan specific to affordable housing.
- C. Fiscal years covered by the Plan: 2017-2018, 2018-2019 and 2019-2020
- D. Governance: The State Housing Initiatives Partnership (SHIP) Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.
- E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.
- F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation (FHFC) programs and to provide local match to obtain federal housing grants or programs.
- G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers, local lenders, neighborhood associations, and convening Leon County's citizen Affordable Housing Advisory Committee. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability, when applicable.
- H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.
- I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status annually. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies except Disaster Mitigation:

The County will accept applications during the advertised “Application Period” which will be 30 days. From the end of the application period, applicants will have 30 days to submit all required documentation in order to be deemed eligible. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be to serve Essential Services Personnel (ESP). These applicants will further be ranked with priority given to very-low income, then low, then moderate. After serving enough Special Needs households to meet set-asides and any qualified ESP for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

Ranking Priority:

1. Special Needs Households
 - a. Very low
 - b. Low
 - c. Moderate
 2. Essential Services Personnel
 - a. Very low
 - b. Low
 - c. Moderate
 3. After Special Needs Set-asides and ESP goals are met
 - a. Very Low
 - b. Low
 - c. Moderate
- J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin,, handicap, or familial status in the award application process for eligible housing.
- K. Support Services and Counseling: Support services are available from various sources. The County will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling through qualified HUD approved agencies.
- L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

X U.S. Treasury Department
_____ Local HFA Numbers

- M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance, whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget: A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Leon County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *“A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code,

further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration: Administration of the local housing assistance plan will be wholly performed and maintained by Leon County.
- R. Project Delivery Costs: In addition to the administrative costs listed above, the County will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. In most cases, the fee will not exceed three percent (3%) of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.
 - 1. Title Search
 - 2. Recordation Fee
 - 3. The County will utilize a contractor to assess the appropriate level of housing rehabilitation necessary to improve accessibility and enhance independence for participating households having special needs.
- S. Essential Service Personnel Definition: For the purpose of SHIP funding, the County considers the following groups as Essential Services to our county: First Responders, Educators in K-12, Nurses, Active Military, National Guard stationed in the county and skilled building trades.
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:

The County will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:

- 1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
 - 2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - a. Toilets: 1.6 gallons/flush or less,
 - b. Faucets: 1.5 gallons/minute or less,
 - c. Showerheads: 2.2 gallons/minute or less;
 - 3. Energy Star qualified refrigerator;
 - 4. Energy Star qualified dishwasher, if provided;
 - 5. Energy Star qualified washing machine, if provided in units;
 - 6. Energy Star qualified exhaust fans in all bathrooms; and
 - 7. Air conditioning: Minimum SEER of 14. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
- U. Describe efforts to meet the 20% Special Needs set-aside: The County will partner with social service agencies serving the designated special needs population to achieve the goal of the special needs set-aside. The goal will be met through owner occupied housing rehabilitation and housing replacement, down payment assistance, emergency repair, and

rental assistance strategies.

- V. Describe efforts to reduce homelessness: The County will work with agencies serving the homeless populations primarily through Leon County's Housing Rental Strategy (Strategy H) to place these individuals or families in rental or transitional housing for the purpose of providing a stable housing situation for twelve (12) months.

SECTION II. HOUSING STRATEGIES:

A. <i>Purchase Assistance for Existing Units Without Repair</i>	Code 2
---	--------

- a. Summary of Strategy: SHIP funds will be awarded for down payment and closing costs associated with the purchase of a home that does not require repair.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low, Low, and Moderate

- d. Maximum award:
- | | |
|-----------|----------|
| Very Low: | \$10,000 |
| Low: | \$10,000 |
| Moderate: | \$7,500 |

- e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 10 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required if this loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);

- (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Applicants must complete a homebuyer education program with a HUD-approved counseling agency before closing. Applicants must secure a first mortgage by an approved lender and must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs. At that point, funds are reserved for the applicant for no more than 90 days. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).

Mobile homes are not eligible for this program.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

<i>B. Purchase Assistance for Existing Units Needing Repair</i>	<i>Code 1</i>
---	---------------

- a. Summary of Strategy: SHIP funds will be awarded for down payment and closing costs to purchase the home in need of repair.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low, Low, and Moderate

- d. Maximum award:

Very low: \$15,000, which may include up to \$1,500 for temporary relocation
 Low: \$10,000, which may include up to \$1,500 for temporary relocation
 Moderate: \$10,000, which may include up to \$1,500 for temporary relocation

- e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 10 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required if this loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is

allowed for the following conditions:

- i. purpose of preventing foreclosure;
- ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
- iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
- iv. for payment of outstanding bills with no cash out to homeowner.

(5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I). Applicants must secure an FHA 203K Loan.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Applicants must complete a homebuyer education program with HUD-approved counseling agency before closing. Applicants must secure a first mortgage by an approved lender and must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs. At that point, funds are reserved for the applicant for no more than 90 days. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).

Mobile homes are not eligible for this program.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

<i>C. Home Rehabilitation</i>	<i>Code 3</i>
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- a. Summary of Strategy: SHIP funds will be awarded to owner-occupied households in need of repairs for health, safety, insurability, correct code violations and to prepare for future disasters. This will include structural improvements, accessibility rehabilitation, and water and sewer connections including tap fees.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low

- d. Maximum award: \$50,000 for rehabilitation, which may include up to \$1,500 for temporary relocation.
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years: \$0 - \$20,000
Ten (10) years: \$20,001 - \$50,000
 - 4. Forgiveness: Loans are forgiven in the following manner:
 - (1) Five-year loans on a prorated basis of 20% per year
 - (2) Ten-year loans on a prorated basis of 10% per year
 - 5. Repayment: Not required if loan is in good standing
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's

Office.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

No rehabilitation contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.

Rehabilitation projects of \$20,000 or more will be eligible for relocation assistance.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

<i>D. Home Replacement</i>	<i>Code 4</i>
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- a. Summary of Strategy: SHIP funds will be awarded for the removal and replacement of existing owner-occupied single-family homes if the county finds that rehabilitation of the home surpasses 50% of the current value of the home.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: \$126,500 for site built and modular homes, which includes up to \$1,500 for temporary relocation.
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: 20 years
 4. Forgiveness: Loan is forgiven on a prorated basis of 5% per year
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:

- i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
- (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be replaced with either site-built; or block structures; or modular homes.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

No rehabilitation contractor may have more than five home replacement, rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

Households receiving home replacement must obtain and maintain homeowner's insurance for the duration of the lien period.

<i>E. Disaster Recovery</i>	<i>Code 5</i>
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- a. Summary of Strategy: SHIP funds may be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President of the United States or Florida Governor.

Eligible expenses include repairs to damage associated with a disaster, including but not limited to: the purchase of emergency supplies for eligible households, weather proofing of damaged homes, repairs to prevent further damage, tree and debris removal, make housing units habitable, relocation expenses, insurance deductible reimbursements, and post-disaster repairs. Post disaster rehabilitation activity may include repairing structural

damage, roof repair/replacement, as well as retrofitting activities such as waterproofing or elevating a structure to meet requirements of the National Flood Insurance Program. Demolition and reconstruction activities will be conducted using the Home Replacement Program (Code 4).

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very Low, Low, and Moderate
- d. Maximum award: \$50,000, for rehabilitation and non-home replacement activities, which may include up to \$1,500 for temporary relocation.
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years: \$0 - \$20,000
Ten (10) years: \$20,001 - \$50,000
 - 4. Forgiveness: Loan is forgiven on a prorated basis of:
 - a. 20% per year forgiven for five (5) year term
 - b. 10% per year forgiven for ten (10) year term
 - 5. Repayment: Not required if the loan is in good standing.
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either site-built; or block structures; or modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office. SHIP funds may be used alone or in conjunction with other sources of funding to cover the cost of repairs described under this strategy.

All eligible units must be in unincorporated Leon County.

Applicants who have homeowner's insurance in place at the time of the storm event must submit a claim to the insurer and use proceeds for disaster-related home repairs. SHIP funds may be used to pay homeowner deductibles.

<i>F. Emergency Housing Repair & Housing Resilience</i>	<i>Code 6</i>
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- a. Summary of Strategy: SHIP Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately via a short term and/or permanent repair. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, electrical, plumbing or septic problems that could cause damage to the home or to remediate an immediate health hazard to the occupants.

SHIP funds will be awarded to applicants to protect and prepare the home's resilience to the impact of a future disaster. This includes: removal of tree limbs and/or trees that pose a threat to the dwelling or infrastructure, raising of Heating, Ventilation & Cooling equipment, installation of impact resistant windows, garage door straps, or any other activity that could improve the home's resilience to the impact of a future disaster.

SHIP funds may be awarded to applicants requiring emergency power generator installation if: 1. a member of the household meets the Special Needs set a side criterion; and 2. a written statement from a healthcare provider indicating that electricity is a bona fide medical necessity.

SHIP funds may also be awarded to pay insurance deductibles for any repairs covered by the homeowner's policy.

When an applicant is assisted with this strategy, they will not lose their place on the waiting list. However, the amount of funds expended for emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low

- d. Maximum award: \$20,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years
 - 4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
 - 5. Repayment: Not required if the loan is in good standing.
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either site-built or block structures; modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

Applicants who have homeowner's insurance in place are required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds

to cover the cost of repairs described under this strategy.

All eligible units must be in unincorporated Leon County.

<i>H. Foreclosure Avoidance</i>	<i>Code 7</i>
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- a. Summary of Strategy: SHIP Funds will be awarded to applicants to bring current the existing first mortgage of their primary residences to avoid foreclosure.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low, and Moderate
- d. Maximum award: \$7,500
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: Five (5) years
 4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
 5. Repayment: Not required if the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy, or post assistance foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

f. Recipient Selection Criteria:

1. Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
2. Applicant(s) must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that proceeding to foreclosure is eminent. The maximum arrears for eligibility will be determined by the Lender's willingness to accept program maximum award to solve the client's issue via direct payment, modification, repayment plan, reinstatement, or any other viable solution acceptable to the client and Lender.
3. Applicant(s) must have received in writing, from their lender, a denial of default resolution, forbearance, or payment arrangement.
4. Applicant(s) must provide proof of sufficient income to maintain all mortgages and property taxes after foreclosure assistance is received.

The ability to pay the affordable mortgage after receiving program assistance. Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S.

5. A hardship letter, as detailed in the Qualification Criteria must demonstrate the nonpayment of the mortgage is due to: sudden loss of income, sudden medical expenses, divorce or separation, death of spouse or joint-property owner, or unforeseen home repair bills.
6. If approved to receive assistance, the applicant(s) must demonstrate:
 - (1) Proof of enrollment in a credit counseling/budgeting course offered by an approved local provider.
 - (2) Proof of residency in the unincorporated area of Leon County.
 - (3) Assistance being sought is for the applicant(s) primary residence.
 - (4) Applicant(s) must demonstrate proof of extraordinary hardship. Assistance will be provided where an extraordinary hardship exists and has been demonstrated through adequate documentation, resulting in the delinquency on the first mortgage. If the applicant(s) has a variable rate mortgage, the applicant(s) must agree and show proof of approval for a modified fixed rate mortgage. Examples of an extraordinary hardship include, but are not limited to:
 - a. Loss of employment, through no fault of the applicant; however, the applicant has secured new employment.

- b. Substantial decrease in the household income, through no fault of the applicant(s).
 - c. Temporary or permanent disability that reduces income.
 - d. Changes in the household composition that reduces income.
 - e. Demonstrated medical hardship.
 - f. Weather events such as fire, hurricane, or other disaster, resulting in unforeseen home repair bills not covered by the Federal Emergency Management (FEMA).
 - g. Substantial increase of the mortgage payment due to participation in an adjustable rate mortgage or "ramp up" mortgage.
 - h. Substantial increase in payment due to escrow shortages.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either site-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

<i>I. Housing Rental Assistance</i>	<i>Code 13</i>
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- a. Summary of Strategy: SHIP Funds will be awarded to renter households that are in need of assistance for:
 - 1. Security and utility deposit assistance;
 - 2. Eviction prevention not to exceed 6 months' rent; and/or
 - 3. Rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must include at least one adult who is a person with special needs, as defined in s. 420.0004, Florida Statutes.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: \$10,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no

- recapture terms.
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to the Leon County Housing Division by the local Continuum of Care Coordinated Entry system, and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the Leon County Housing Division or may be referred by a special needs service provider. If applications are received simultaneously, priority will be given to the household with the lowest income.
- g. Sponsor/Developer Selection Criteria: Sponsors will be selected to administer the Rental Assistance program. Criteria for selection of sponsor organization will include:
- 1. past experience working with the target population;
 - 2. past experience administering similar rental assistance programs;
 - 3. financial and human resource capacity to administer the program;
 - 4. participation in the Continuum of Care Coordinated Entry system; and
 - 5. such other criteria as may be determined appropriate.
- h. Additional Information:
Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

All eligible units must be in unincorporated Leon County.

<i>J. Rental Development</i>	<i>Codes: 14,21</i>
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Summary of Strategy: Funds will be awarded to developers to build new or to rehabilitate affordable rental units (single family detached or multi). Developers are required to be awarded construction financing through other local, state, federal, or private housing programs to construct new affordable rental units. This funding may be used as gap financing required for the project.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: \$20,000 per unit – Non-homeless; \$50,000 per unit - Homeless
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 3% of the award will be added to the original principal at inception

3. Years in loan term: No less than fifteen years or coterminous with the first mortgage loan
4. Forgiveness:
 - a. For-profit developers: No forgiveness
 - b. Non-profit developers: Forgiveness.
 - i. Loan is forgiven on a prorated basis beginning in year six until year 15 at 10% annually.
5. Repayment:
 - a. For-profit developers: Repayment after 15 years or a period that is coterminous with the first mortgage loan. The loan may be extended for an additional term based on the following: Populations being served; existing capacity of the organization; history of compliance with the terms of the loan; and other relevant issues such as the availability of the housing and services through other agencies.
 - b. Non-profit developers: N/A
6. Default: The loan will be due and payable before the end of the term only if the units are sold or are no longer occupied by income-eligible households or used to house eligible households or persons who are homeless (if homeless rental development). Units must remain affordable for at least 15 years.

If the property is foreclosed by a superior mortgage holder, the County will make every effort to recapture funds through the legal process if it is determined that adequate funds may be available after satisfaction of all superior liens.

In the event the sponsor ceases to use the property to house eligible households or persons who are homeless, or if the sponsor offers the property for sale prior to the end of the term of the loan, the agency must give a right of first refusal to an eligible nonprofit for purchase at the current market value for continued occupancy by eligible persons.

- f. Tenant Selection Criteria: Applications from potential tenants will be reviewed for eligibility by the program sponsors and will be approved on a first-qualified basis.
- g. Sponsor/Developer Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis.

Non-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The non-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households or persons who are homeless (if homeless rental development).

For-profit sponsors administering the program must have experience performing housing activities for eligible households or persons who are homeless (if homeless rental development).

The criteria to select for-profit or non-profit agencies may include, but is not limited to,

the following:

- Consistency of the project with basic goals and objectives of the County;
- The financial strength of the sponsor;
- The ability of the sponsor to complete the project by the deadlines established by the County;
- The capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Proof of site control;
- Willingness of the sponsor to contractually commit to comply with SHIP and other County requirements;
- Agreement to select tenants based on compliance with all eligibility requirements imposed by the program; and
- Preference for sponsors that employ personnel from the Welfare Transition Program.

- h. Additional Information: Eligible units shall be either site-built or block structures; modular homes.

The County shall conduct annual monitoring visits or rely on the monitoring reports resulting from monitoring visits conducted as a requirement for other federal, state, or local funding sources to verify that the development is in compliance with SHIP affordable housing rules and requirements.

To the maximum extent possible, the County and all contracted agencies shall encourage the incorporation of energy efficiency features, and green building and design techniques into rehabilitation or construction projects for sustainability and affordability.

All eligible units must be in unincorporated Leon County.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Expedited Permitting

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects

Provide a description of the procedures used to implement this strategy: Leon County expedites permitting of affordable housing projects by administrative direction, close coordination and team work. Specific processes that have been established include:

- 1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.
- 2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.

3) The Director of the Office of Human Services & Community Partnerships and the staff are the designated liaisons with the Affordable Housing Program and assists with the resolution of difficult permitting issues. These processes will promote a reduction in building permitting time for affordable housing projects by 50% from the average of ten (10) days to an average of five (5) days.

B. Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption

Provide a description of the procedures used to implement this strategy: By administrative direction, all Local Comprehensive Plan and Land Development Regulations (LDR) with the potential to impact the cost of affordable housing are referred to the Leon County Division of Housing Services. Any of these Plan or LDR amendments potentially affecting affordable housing costs can be brought up to a meeting of the Department of Development Support and Environmental Management, the Planning Department, and the Division of Housing Services for modification and transmittal to the Board of County Commissioners or other appropriate review or approval entities.

C. Other Incentive Strategies Adopted:

Modification of Impact Fee Requirements

The County eliminated its transportation impact fee in 1995; therefore, housing developers do not pay any county impact fees. The Public Works Department supports affordable housing by waiving landfill dumping (tipping) fees for disposal of construction debris by the County's affordable housing contractors.

Modification of Site Plan Requirements (Reduction of Parking Setbacks)

Site design modifications such as reduced lot size, street layout and design, setback reductions, and decreased parking requirements can be obtained by the developers of affordable housing subdivisions under Articles X and XI of the current Leon County land development code. The Building Plans Review and Inspection Division administratively allows developers to utilize master building permits consistent with the provisions outlined in F.S. 55.794 as a methodology for reducing the cost of home design and minimizing the associated time frames required for building plans review and permit approval.

Inventory of Public Lands Suitable for Affordable Housing

When foreclosing on Code Enforcement Board liens, the County considers the use of foreclosed property for affordable housing.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.

- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance – No change
- G. Interlocal Agreement – N/A

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

The Board of County Commissioners of Leon County

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or designee

Witness

Jimbo Jackson, Chairman
Type Name and Title

Date

OR

Attest:
(Seal)

RESOLUTION NO. 19-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, APPROVING AMENDMENTS TO THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE AMENDED LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, on March 12, 2019, the County Commission approved the submittal of the Local Housing Assistance Plan for fiscal years 2018, 2019, and 2020 as well as adopted an associated Resolution; and

WHEREAS, the Local Housing Assistance Plan was approved by the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Leon County Government to submit amendments to the Local Housing Assistance Plan for review and approval so as to qualify for documentary stamp tax funds; and

WHEREAS, Rule Chapter 67-37, Florida Administrative Code, requires amendments to an approved local housing assistance plan be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA that:

1. The Board of County Commissioners of Leon County hereby approves the amendments to the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420.9079, Florida Statutes, for fiscal years 2018, 2019 and 2020.

2. The County Administrator is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

3. The Board of County Commissioners of Leon County finds that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. As required by ss. 420.9075,

the Board of County Commissioners of Leon County hereby approves costs of administering the program up to 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund.

4. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this 24th day of September 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele
County Attorney

LEON COUNTY, FLORIDA

**STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

2017-2018, 2018-2019 and 2019-2020

As Revised by the Leon County Board of County Commissioners on March 12, 2019

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<u>G. Interlocal Agreement: N/A</u>	

SECTION I. PROGRAM DETAILS:

A. Name of the participating local government: Leon County

Is there an Interlocal Agreement: Yes _____ No: X

B. Purpose of the program:

1. To meet the housing needs of the extremely low, very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2017-2018, 2018-2019 and 2019-2020

D. Governance: The State Housing Initiatives Partnership (SHIP) Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation (FHFC) programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers, local lenders, neighborhood associations, and convening Leon County's citizen Affordable Housing Advisory Committee. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability, when applicable.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status annually. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies except Disaster Mitigation:

The County will accept applications during the advertised “Application Period” which will be 30 days. From the end of the application period, applicants will have 30 days to submit all required documentation in order to be deemed eligible. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be to serve Essential Services Personnel (ESP). These applicants will further be ranked with priority given to very-low income, then low, then moderate. After serving enough Special Needs households to meet set-asides and any qualified ESP for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

Ranking Priority:

1. Special Needs Households
 - a. Very low
 - b. Low
 - c. Moderate
2. Essential Services Personnel
 - a. Very low
 - b. Low
 - c. Moderate
3. After Special Needs Set-asides and ESP goals are met
 - a. Very Low
 - b. Low
 - c. Moderate

- J. Discrimination : In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, ~~age~~, handicap, or ~~familial~~marital status in the award application process for eligible housing.
- K. Support Services and Counseling: Support services are available from various sources. The County will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling through qualified HUD approved agencies.
- L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower

but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

 X U.S. Treasury Department
 Local HFA Numbers

- M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance, whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget: A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Leon County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *“A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately*

pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration: Administration of the local housing assistance plan will be wholly performed and maintained by Leon County.
- R. Project Delivery Costs: In addition to the administrative costs listed above, the County will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. ~~The~~ In most cases, the fee will not exceed ~~2~~ three percent (3%) of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.
1. Title Search
 2. Recordation Fee
 3. The County will utilize a contractor to assess the appropriate level of housing rehabilitation necessary to improve accessibility and enhance independence for participating households having special needs.
- S. Essential Service Personnel Definition: For the purpose of SHIP funding, the County considers the following groups as Essential Services to our county: First Responders, Educators in K-12, Nurses, Active Military, ~~and~~ National Guard stationed in the county and skilled building trades.
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:
- The County will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
 2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - a. Toilets: 1.6 gallons/flush or less,
 - b. Faucets: 1.5 gallons/minute or less,
 - c. Showerheads: 2.2 gallons/minute or less;
 3. Energy Star qualified refrigerator;
 4. Energy Star qualified dishwasher, if provided;
 5. Energy Star qualified washing machine, if provided in units;
 6. Energy Star qualified exhaust fans in all bathrooms; and
 7. Air conditioning: Minimum SEER of 14. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
- U. Describe efforts to meet the 20% Special Needs set-aside: The County will partner with social service agencies serving the designated special needs population to achieve the goal

of the special needs set-aside. The goal will be met through owner occupied housing rehabilitation and housing replacement, down payment assistance, emergency repair, and rental assistance strategies.

- V. Describe efforts to reduce homelessness: The County will work with agencies serving the homeless populations primarily through Leon County's Housing Rental Strategy (Strategy H) to place these individuals or families in rental or transitional housing for the purpose of providing a stable housing situation for twelve (12) months.

SECTION II. HOUSING STRATEGIES:

A. <i>Purchase Assistance for Existing Units Without Repair</i>	Code 2
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- a. Summary of Strategy: SHIP funds will be awarded for down payment and closing costs associated with the purchase of a home that does not require repair.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low, Low, and Moderate

- d. Maximum award: Very Low: ____ \$10,000
 Low: ____ \$10,000
 Moderate: ____ \$7,500

- e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 10 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required ~~as long as if~~ this loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);

- (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: ~~Sub-recipient(s) may administer a portion of this entire program for which a SHIP service delivery fee is paid for this activity. Sub-recipients would be selected in accordance with Leon County's Purchasing Policy. A sub-recipient must be a licensed mortgage broker and have staff that are licensed mortgage loan originators. A sub-recipient's past experience and performance with similar programs, personnel and financial capacity to administer the program, and ability to leverage funds or additional services will be taken into consideration as part of the selection process.~~ N/A
- h. Additional Information: Applicants must complete a homebuyer education program with a HUD-approved counseling agency before closing. Applicants must secure a first mortgage by an approved lender and must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs. At that point, funds are reserved for the applicant for no more than 90 days. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).

Mobile homes are not eligible ~~to receive assistance from~~ for this program.

All eligible units must ~~be located in~~ be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years ~~with the exception of except for~~ those affected by disaster and or ~~who~~ require emergency assistance.

<i>B. Purchase Assistance for Existing Units Needing Repair</i>	<i>Code 1</i>
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- a. Summary of Strategy: SHIP funds will be awarded for down payment and closing costs to purchase the home in need of repair.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low, Low, and Moderate

- d. Maximum award:

Very low: \$15,000, which may include up to \$1,500 for temporary relocation

Low: \$10,000, which may include up to \$1,500 for temporary relocation

Moderate: \$10,000, which may include up to \$1,500 for temporary relocation

- e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 10 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required ~~as long as if~~ this loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;

- ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
- (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I). Applicants must secure an FHA 203K Loan.
- g. Sponsor/Developer Selection Criteria: ~~Sub-recipient(s) may administer a portion or this entire program for which a SHIP service delivery fee is paid for this activity. Sub-recipients would be selected in accordance with Leon County's Purchasing Policy. A sub-recipient must be a licensed mortgage broker and have staff that are licensed mortgage loan originators. A sub-recipient's past experience and performance with similar programs including the FHA 203K Loan Program, personnel and financial capacity to administer the program, and ability to leverage funds or additional services will be taken into consideration as part of the selection process.~~ N/A
- h. Additional Information: Applicants must complete a homebuyer education program with HUD-approved counseling agency before closing. Applicants must secure a first mortgage by an approved lender and must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs. At that point, funds are reserved for the applicant for no more than 90 days. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).

Mobile homes are not eligible ~~to receive assistance from~~ for this program.

All eligible units must ~~be located in~~ be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years ~~with the exception of except for~~ those affected by disaster and or ~~who~~ require emergency assistance.

C. Home Rehabilitation	Code 3
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- a. Summary of Strategy: SHIP funds will be awarded to owner-occupied households in need of repairs for health, safety, insurability, ~~and to~~ correct code violations and to prepare for future disasters. This will include structural improvements, accessibility rehabilitation, and water and sewer connections including tap fees.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low, ~~and Moderate~~
- d. Maximum award: ~~————~~ \$50,000 for rehabilitation, which may include up to \$1,500 for temporary relocation.
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years: \$0 - ~~\$15,000~~20,000
Ten (10) years: ~~\$15,001~~20,001 - \$50,000
 - 4. Forgiveness: Loans are forgiven in the following manner:
 - (1) Five-year loans on a prorated basis of 20% per year
 - (2) Ten-year loans on a prorated basis of 10% per year
 - 5. Repayment: Not required as long as if, this loan is in good standing
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).:-
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either ~~stieksite~~-built or block

structures; or modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

No rehabilitation contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.

Rehabilitation projects of \$20,000 or more will be eligible for relocation assistance.

All eligible units must ~~be located in~~ be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years ~~with the exception of except for~~ those affected by disaster and or ~~who~~ require emergency assistance.

<i>D. Home Replacement</i>	<i>Code 4</i>
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- a. Summary of Strategy: SHIP funds will be awarded for the removal and replacement of existing owner-occupied single-family homes if the county finds that rehabilitation of the home surpasses 50% of the current value of the home.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. —Maximum award: ~~\$125,000~~ \$126,500 for ~~stick site~~ built and modular homes, which includes up to \$1,500 for temporary relocation.
~~-\$108,000 for mobile homes located in a flood plain~~
~~-\$75,000 for mobile homes not located in a flood plain~~
~~\$1,500 for temporary relocation assistance~~
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: 20 years
 4. Forgiveness: Loan is forgiven on a prorated basis of 5% per year
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;

- (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be replaced with either ~~stick~~site-built; or block structures; or modular homes; ~~or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.~~

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

No rehabilitation contractor may have more than five home replacement, rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.

All eligible units must be located in be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years ~~with the exception of~~except for those affected by disaster and or ~~who~~ require emergency assistance.

Households receiving home replacement must obtain and maintain homeowner's insurance for the duration of the lien period.

E. Disaster ~~Mitigation~~ Recovery

Code 5

- a. Summary of Strategy: SHIP funds may be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President of the United States or Florida Governor.

Eligible expenses include repairs to damage associated with a disaster, including but not limited to: the purchase of emergency supplies for eligible households, weather proofing of damaged homes, repairs to prevent further damage, tree and debris removal, ~~to make~~ housing units habitable, relocation expenses, insurance deductible reimbursements, and post-disaster repairs. Post disaster rehabilitation activity may include repairing structural damage, roof repair/replacement, ~~demolition costs home as well as~~ retrofitting activities such as waterproofing or elevating a structure to meet requirements of the National Flood Insurance Program. Demolition and reconstruction activities will be conducted using the Home Replacement Program (Code 4).

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very Low, Low, and Moderate

- d. Maximum award: \$50,000, for rehabilitation and non-home replacement activities,

which may include up to \$1,500 for temporary relocation.

- e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: Five (5) years: \$0 - ~~\$10,000~~\$20,000
Ten (10) years: ~~\$10,001~~\$20,001 - \$50,000
~~Twenty (20) years: \$50,001 - \$125,000~~
4. Forgiveness: Loan is forgiven on a prorated basis of:
 - a. 20% per year forgiven for five (5) year term
 - b. 10% per year forgiven for ten (10) year term
5% per year forgiven for twenty (20) year term
5. Repayment: Not required ~~as long as if~~ the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest

- rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
- iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
- iv. for payment of outstanding bills with no cash out to homeowner.

(5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either ~~stick~~site-built; or block structures; or modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office. SHIP funds may be used alone or in conjunction with other- sources of funding- to -cover the- cost -of- repairs described under this strategy.

All eligible units must ~~be located in~~ be in unincorporated Leon County.

Applicants who have homeowner's insurance in place at the time of the storm event must submit a claim to the insurer and use proceeds for disaster-related home repairs. SHIP funds may be used to pay homeowner deductibles.

~~must obtain and maintain homeowner's insurance for the duration of the lien period.~~

F. Emergency Housing Repair <u>& Housing Resilience</u>	Code 6
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- a. Summary of Strategy: SHIP Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately via a short term and/or permanent repair. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, electrical, plumbing or septic problems that could cause damage to the home or to remediate an immediate health hazard to the occupants.

SHIP funds will be awarded to applicants to protect and prepare the home's resilience to the impact of a future disaster. This includes: removal of tree limbs and/or trees that pose a threat to the dwelling or infrastructure, raising of Heating, Ventilation & Cooling equipment, installation of impact resistant windows, garage door straps, or any other activity that could improve the home's resilience to the impact of a future disaster.

SHIP funds may be awarded to applicants requiring emergency power generator installation if: 1. a member of the household meets the Special Needs set a side criterion; and 2. a written statement from a healthcare provider indicating that electricity is a bona fide medical necessity.

SHIP funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's policy.

When an applicant is assisted with this strategy, they will not lose their place on the waiting list. However, the amount of funds expended for emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: ~~\$20,000~~\$15,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years
 - 4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
 - 5. Repayment: Not required ~~as long as~~if the loan is in good standing.
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either ~~stick~~site-built or block structures;

modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

Applicants who have homeowner's insurance in place ~~may be~~ are required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

All eligible units must ~~be located in~~ be in unincorporated Leon County.

<i>H. Foreclosure Avoidance</i>	<i>Code 7</i>
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- a. Summary of Strategy: SHIP Funds will be awarded to applicants to bring current the existing first mortgage of their primary residences to avoid foreclosure.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low, and Moderate
- d. Maximum award: \$7,500
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: Five (5) years
 4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
 5. Repayment: Not required ~~as long as if~~ the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy, or post assistance foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest

rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
iii. for payment of outstanding bills with no cash out to homeowner.

- (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

f. Recipient Selection Criteria:

1. Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
2. Applicant(s) must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that proceeding to foreclosure is eminent. The maximum arrears for eligibility will be determined by the Lender's willingness to accept program maximum award to solve the client's issue via direct payment, modification, repayment plan, reinstatement, or any other viable solution acceptable to the client and Lender.
3. Applicant(s) must have received in writing, from their lender, a denial of default resolution, forbearance, or payment arrangement.
4. Applicant(s) ~~have must provide proof of~~ sufficient income ~~required~~ to maintain ~~their all~~ mortgages and property taxes after foreclosure assistance is received.

The ability to pay the affordable mortgage after receiving program assistance. Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S.

5. A hardship letter, as detailed in the Qualification Criteria must demonstrate the nonpayment of the mortgage is due to: sudden loss of income, sudden medical expenses, divorce or separation, death of spouse or joint-property owner, or unforeseen home repair bills.
6. If approved to receive assistance, the applicant(s) must demonstrate:
 - (12) ~~The Proof of~~ enrollment in a credit counseling/budgeting course offered by an approved local provider.
 - (23) Proof of residency in the unincorporated area of Leon County.
 - (34) Assistance being sought is for the applicant(s) primary residence.
 - (45) Applicant(s) must demonstrate proof of extraordinary hardship. Assistance will be provided where an extraordinary hardship exists and has been demonstrated through adequate documentation, resulting in the delinquency on the first

mortgage. If the applicant(s) ~~has~~ a variable rate mortgage, the ~~y~~ applicant(s) must agree and ~~be approved~~ show proof of approval—for a modified fixed rate mortgage. Examples of an extraordinary hardship ~~are listed below—include~~, but are not limited to:

- a. Loss of employment, through no fault of the applicant; however, the applicant has ~~regained~~ secured new employment.
 - b. Substantial decrease in the household income, through no fault of the applicant(s).
 - c. Temporary or permanent disability that reduces income.
 - d. Changes in the household composition that reduces income.
 - e. Demonstrated medical hardship.
 - f. Weather events such as fire, hurricane, or other disaster, resulting in unforeseen home repair bills not covered by the Federal Emergency Management (FEMA).
 - g. Substantial increase ~~to~~ of the mortgage payment due to participation in an adjustable rate mortgage or "ramp up" mortgage.
 - h. Substantial increase ~~to~~ in payments due to escrow shortages.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either ~~stick~~ site-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

All eligible units must ~~be located in~~ be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years ~~with the exception of~~ except for those affected by disaster and ~~or who~~ require emergency assistance.

<i>I. Housing Rental Assistance</i>	<i>Code 13</i>
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- a. Summary of Strategy: SHIP Funds will be awarded to renter households that are in need of assistance for:
 1. Security and utility deposit assistance;
 2. Eviction prevention not to exceed 6 months' rent; and/or
 3. Rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must include at least one adult who is a person with special needs, as defined in s. 420.0004, Florida Statutes.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: \$10,000
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
 2. Interest Rate: N/A
 3. Years in loan term: N/A
 4. Forgiveness: N/A
 5. Repayment: N/A
 6. Default: N/A
- f. Recipient Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to the Leon County Housing Division by the local Continuum of Care Coordinated Entry system, and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the Leon County Housing Division or may be referred by a special needs service provider. If applications are received simultaneously, priority will be given to the household with the lowest income.
- g. Sponsor/Developer Selection Criteria: Sponsors ~~may~~will be selected to administer the Rental Assistance program. Criteria for selection of sponsor organization will include:
 1. past experience working with the target population;
 2. past experience administering similar rental assistance programs;
 3. financial and human resource capacity to administer the program;
 4. participation in the Continuum of Care Coordinated Entry system; and
 5. such other criteria as may be determined appropriate.
- h. Additional Information:
Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

All eligible units must ~~be located in~~be in unincorporated Leon County.

J. Rental Development

Codes: 14,21

- a. Summary of Strategy: Funds will be awarded to developers to build new or to rehabilitate affordable rental units (single family detached or multi). Developers are required to ~~should~~ be awarded construction financing through other local, state, federal, or private housing programs to construct new affordable rental units. This funding may be used as gap financing required for the project. ~~Non-profit and for-profit developers are eligible to apply.~~
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: \$20,000 per unit – Non-homeless; \$50,000 per unit - Homeless
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 3% of the award will be added to the original principal at inception
 3. Years in loan term: No less than fifteen years or coterminous with the first mortgage loan
 4. Forgiveness:
 - a. For-profit developers: No forgiveness
 - b. Non-profit developers: Forgiveness.
 - i. Loan is forgiven on a prorated basis beginning in year six until year 15 at ~~which point,~~ 10% of the loan is forgiven annually.
 5. Repayment:
 - a. For-profit developers: Repayment after 15 years or a period that is coterminous with the first mortgage loan. The loan may be extended for an additional term based on the following: Financial strength and ability to pay based on review of the operating pro form and review of existing assets; populations being served; existing capacity of the organization; history of compliance with the terms of the loan; and other relevant issues such as the availability of the housing and services through other agencies.
 - b. Non-profit developers: N/A
 6. Default: The loan will be due and payable before the end of the term only if the units are sold or are no longer occupied by income-eligible households or used to house eligible households or persons who are homeless (if homeless rental development). Units must remain affordable for at least 15 years.

If the property is foreclosed by a superior mortgage holder, the County will make every effort to recapture funds through the legal process if it is determined that adequate funds may be available after satisfaction of all superior liens.

In the event the sponsor ceases to use the property to house eligible households

or persons who are homeless, or if the sponsor offers the property for sale prior to the end of the term of the loan, the agency must give a right of first refusal to an eligible nonprofit for purchase at the current market value for continued occupancy by eligible persons.

- f. Tenant Selection Criteria: Applications from potential tenants will be reviewed for eligibility by the program sponsors and will be approved on a first-qualified basis.
- g. Sponsor/Developer Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis.

Non-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The non-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households or persons who are homeless (if homeless rental development).

For-profit sponsors administering the program must have experience performing housing activities for eligible households or persons who are homeless (if homeless rental development).

The criteria to select for-profit or non-profit agencies may include, but is not limited to, the following:

- Consistency of the project with basic goals and objectives of the County;
- The financial strength of the sponsor;
- The ability of the sponsor to complete the project by the deadlines established by the County;
- The capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Proof of site control;
- Willingness of the sponsor to contractually commit to comply with SHIP and other County requirements;
- Agreement to select tenants based on compliance with all eligibility requirements imposed by the program; and
- Preference for sponsors that employ personnel from the Welfare Transition Program.

- h. Additional Information: Eligible units shall be either site-built or block structures; modular homes.

The County shall conduct annual monitoring visits or rely on the monitoring reports resulting from monitoring visits conducted as a requirement for other federal, state, or local funding sources to verify that the development is in compliance with SHIP affordable housing rules and requirements.

To the maximum extent possible, the County and all contracted agencies shall encourage the incorporation of energy efficiency features, and green building and design techniques into rehabilitation or construction projects for sustainability and affordability.

All eligible units must be in unincorporated Leon County.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects

Provide a description of the procedures used to implement this strategy: Leon County expedites permitting of affordable housing projects by administrative direction, close coordination and team work. Specific processes that have been established include:

- 1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.
- 2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.
- 3) The Director of the Office of Human Services & Community Partnerships and the staff are the designated liaisons with the Affordable Housing Program and assists with the resolution of difficult permitting issues. These processes will promote a reduction in building permitting time for affordable housing projects by 50% from the average of ten (10) days to an average of five (5) days.

B. **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption

Provide a description of the procedures used to implement this strategy: By administrative direction, all Local Comprehensive Plan and Land Development Regulations (LDR) with the potential to impact the cost of affordable housing are referred to the Leon County Division of Housing Services. Any of these Plan or LDR amendments potentially affecting affordable housing costs can be brought up to a meeting of the Department of Development Support and Environmental Management, the Planning Department, and the Division of Housing Services for modification and transmittal to the Board of County Commissioners or other appropriate review or approval entities.

C. **Other Incentive Strategies Adopted:**

Modification of Impact Fee Requirements

The County eliminated its transportation impact fee in 1995; therefore housing developers do not pay any county impact fees. The Public Works Department supports affordable

housing by waiving landfill dumping (tipping) fees for disposal of construction debris by the County's affordable housing contractors.

Modification of Site Plan Requirements (Reduction of Parking Setbacks)

Site design modifications such as reduced lot size, street layout and design, setback reductions, and decreased parking requirements can be obtained by the developers of affordable housing subdivisions under Articles X and XI of the current Leon County land development code. The Building Plans Review and Inspection Division administratively allows developers to utilize master building permits consistent with the provisions outlined in F.S. 55.794 as a methodology for reducing the cost of home design and minimizing the associated time frames required for building plans review and permit approval.

Inventory of Public Lands Suitable for Affordable Housing

When foreclosing on Code Enforcement Board liens, the County considers the use of foreclosed property for affordable housing.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance – No change
- G. Interlocal Agreement – N/A

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

The Board of County Commissioners of Leon County

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or designee

Witness

Jimbo Jackson, Chairman
Type Name and Title

Date

OR

Attest:
(Seal)

Leon County
Board of County Commissioners
Notes for Agenda Item #13

Leon County Board of County Commissioners

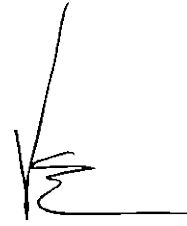
Agenda Item #13

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Community Human Services Partnership Agency FY 2020 Funding



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Office of Human Services and Community Partnership Tiffany Robinson, Human Services Analyst Tiffany Y. Harris, Health Care Services Coordinator

Statement of Issue:

This agenda item seeks Board approval of the FY 2020 Community Human Services Partnership grant recommendations to agencies in the amount of \$1.3 million. The allocation represents year two of the new two-year funding cycle and is the same amount approved in FY 2019.

Fiscal Impact:

This item has a fiscal impact. A total of \$1.3 million is recommended to be awarded through the service agencies through the Community Human Services Partnership (CHSP) grant process is included in the tentative FY 2020 budget.

Staff Recommendation:

- Option #1: Approve the FY 2020 funding allocation of \$1.3 million to the Community Human Service Partnership agencies (Attachment #1).
- Option #2: Authorize the County Administrator to execute agreements with the Community Human Service Partnership funded agencies in a form approved by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval of the FY 2020 Community Human Services Partnership grant recommendations to agencies in the amount of \$1.3 million. The allocation represents year two of the new two-year funding cycle and is the same amount the Board approved in FY 2019.

Since 1997, the County and City of Tallahassee (City) have partnered to administer the Community Human Service Partnership (CHSP) as a joint planning and funding distribution process to provide human services in Tallahassee-Leon County. In December 2017, the Board adopted a Memorandum of Understanding (MOU) with the City to reinforce the mutual commitment to the CHSP which included the adoption of a two-year application and funding cycle for the human services agencies.

FY 2020 marks the second year of the two-year CHSP funding cycle (FY 2019 and FY2020). The current CHSP grant cycle follows the historic approach of developing recommended funding amounts; appointing community volunteers to serve as Citizen Review Teams (CRT) to review agency applications, evaluate agency presentations and make funding recommendations and present the recommendations to the Board for final approval. Using this process, on September 24, 2018, the Board approved the FY 2019 CHSP funding allocation. The following analysis provides summary information on the programs and services that are recommended for the FY 2020 CHSP funding allocation. The analysis also provides a status update on the comprehensive human services needs assessment final report that will presented to the Board at a later date.

Analysis:

FY 2020 CHSP Funding

For FY 2020 the total funding allocation to CHSP agencies will remain at the same level for a total of \$3.4 million. The County's FY 2020 Tentative Budget includes \$1.3 million for CHSP and the City has allocated \$2.1 million. These funds support 50 human service agencies that provide a total of 87 programs. Funds provided by the County and City are distributed across the ten human services funding categories reflected in Table #1.

Table #1. Joint County/City Human Services Funding Categories and Program Numbers

Category	Table #1 - Human Services Funding Categories	Number of Programs
1	Children's Services	10
2	Community Support Services	7
3	Services for Persons with Disabilities	8
4	Basic Needs and Emergency Services	12
5	Family Support Services	9
6	Physical Health Services	6
7	Senior Services	9
8	Youth Recreation and Character Building Services	7
9	Youth Education Services	9
10	Promise Zone <i>(Funding solely by City of Tallahassee)</i>	10
	TOTAL NUMBER OF PROGRAMS	87

Attachment #1 reflects the amount awarded by category to each of the agencies and their programs. The agencies and programs funded will remain the same as FY 2019 with the exception of the realignment of one program to a different agency. On September 4, 2019, The Children's Home Society of Florida, notified staff that beginning October 1, 2019 they would transfer the operation of the Tree House group home to Capital City Youth Services (CCYS) (Attachment #2). The Tree House group home serves as a shelter for abused and neglected children in Tallahassee-Leon County. The Department of Children and Families utilizes the Tree House group home to temporarily house children that have been removed from their homes due to domestic abuse. The Tree House Program is funded in the CHSP Children Services Category in the amount of \$45,000. CCYS is currently the only provider of shelter for homeless youth in the community and has agreed to administer the Tree House Program. Therefore, funding for this program transferred to CCYS at the same level of funding as the previous fiscal year to ensure continued delivery of care.

Community Human Services Needs Assessment

At the July 10, 2018 meeting, the Board authorized participation with the City in issuing a Request for Qualifications for consulting services to conduct a comprehensive human services needs assessment and authorized the execution of a joint Agreement to hire the consultant. The County and City contracted with Center for Health Equity, Inc. (CHE) to conduct the Needs Assessment to identify the areas of greatest human services needs in the community. The Assessment will address a reevaluation of the existing human service categories and the funding allocated to each category. In addition, the study will recommend potential uniform outcome measures for each human service category to evaluate the effectiveness of the programs that receive funding. Finally, the study will recommend a process to ensure that the human services categories and funding allocations continue to align with the changing community needs and the desired community outcomes.

Prior to presenting a final report to the Board, human services agencies and stakeholders will have an opportunity to review the results of the needs assessment and provide feedback. A final report of the Needs Assessment which will include staff's analysis and recommendations will be presented to the Board at a later date. The City will follow a similar timeline to insure consistency in presentation and recommendations. Based on direction received from the Board and City Commission, final recommendations will be implemented for the FY 2021 and FY 2022 two-year CHSP process which begins October 1, 2020.

Options:

1. Approve the FY 2020 funding allocation of \$1.3 million to the Community Human Services Partnership agencies (Attachment #1).
2. Authorize the County Administrator to execute agreements with the CHSP funded agencies in a form approved by the County Attorney.
3. Do not approve the FY 2020 funding allocation of \$1.3 million to the Community Human Services Partnership agencies.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. FY 2020 Community Human Service Partnership Recommended Allocations
2. Children's Home Society of Florida Letter

FY 2020 CHSP Recommended Allocations

Attachment #1
Page 1 of 10

1 Children's Services			
Agency / Program(s)	FY 2020		
	City	County	Total
Capital Area Comm. Action Agency	\$49,250	\$4,250	\$53,500
Head Start	\$49,250	\$4,250	\$53,500
Early Learning Coalition	\$0	\$90,000	\$90,000
Child Care Tuition Assistance		\$90,000	\$90,000
Kids Incorporated	\$100,000	\$0	\$100,000
Early Head Start	\$100,000		\$100,000
Lutheran Social Services	\$0	\$2,500	\$2,500
KidSafe		\$2,500	\$2,500
Pivotal Point Enterprises	\$82,500	\$0	\$82,500
Big-Headed Beaver & Friends	\$82,500		\$82,500
Dick Howser	\$5,000	\$0	\$5,000
DH Center for Childhood Svcs.	\$5,000		\$5,000
Children's Home Society	\$0	\$30,275	\$30,275
Early Steps		\$17,500	\$17,500
Family Connections		\$6,500	\$6,500
VOCA		\$6,275	\$6,275
Capital City Youth Services*	\$0	\$45,000	\$45,000
Treehouse		\$45,000	\$45,000
TOTAL	\$236,750	\$172,025	\$408,775

FY 2020 CHSP Recommended Allocations

Attachment #1
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2 Community Support			
Agency / Program(s)	FY 2020		
	City	County	Total
2-1-1 Big Bend, Inc.	\$71,472	\$75,954	\$147,426
Helpline 2-1-1	\$71,472	\$75,954	\$147,426
A Life Recovery Center	\$15,000	\$0	\$15,000
Residential	\$15,000		\$15,000
Legal Aid Fdn. of the Tall. Bar	\$5,000	\$0	\$5,000
Pro Bono Legal Services	\$5,000		\$5,000
Legal Services of N FL	\$0	\$16,500	\$16,500
Legal Services to the Poor		\$16,500	\$16,500
Lutheran Social Services	\$0	\$8,000	\$8,000
Computer Refurb. & Tech. Asst.		\$8,000	\$8,000
Refuge House	\$44,190	\$37,000	\$81,190
24-Hour Crisis Response		\$37,000	\$37,000
Leon Intimate Viol. Enhncd. Svc	\$44,190		\$44,190
TOTAL	\$135,662	\$137,454	\$273,116

FY 2020 CHSP Recommended Allocations

Attachment #1
Page 3 of 10

3 Services for Persons with Disabilities			
Agency / Progam(s)	FY 2020		
	City	County	Total
Epilepsy Association	\$0	\$20,000	\$20,000
Epilepsy; Client Services		\$20,000	\$20,000
Lighthouse	\$40,000	\$0	\$40,000
Svcs for Blind/Visually Impaired	\$40,000		\$40,000
Office of Public Guardian	\$4,000	\$0	\$4,000
Emergency Needs	\$4,000		\$4,000
Rotary Youth Camp	\$0	\$20,000	\$20,000
Camp for Children w/ Disabilities		\$20,000	\$20,000
Special Olympics FL	\$16,120	\$0	\$16,120
Athletics	\$16,120		\$16,120
Center for Independant Living	\$60,000	\$0	\$60,000
Access to Independence	\$60,000		\$60,000
WAVE	\$15,000	\$0	\$15,000
Life_Skills	\$10,000		\$10,000
Social Activities	\$5,000		\$5,000
TOTAL	\$135,120	\$40,000	\$175,120

FY 2020 CHSP Recommended Allocations

Attachment #1
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4 Emergency Services and Basic Needs			
Agency / Program(s)	FY 2020		
	City	County	Total
American Red Cross	\$12,500	\$2,500	\$15,000
Disaster Services	\$12,500	\$2,500	\$15,000
America's 2nd Harvest	\$6,044	\$145,044	\$151,088
Food Bank Operations	\$6,044	\$145,044	\$151,088
Big Bd. Homeless Coalition	\$61,250	\$51,625	\$112,875
HOPE Community	\$61,250	\$51,625	\$112,875
Cap.City Youth Services	\$24,000	\$0	\$24,000
Transitional Living	\$24,000		\$24,000
CESC/Comp.Emerg Svc Ctr	\$120,000	\$100,000	\$220,000
24-Hour Emergency Services		\$100,000	\$100,000
RCC Supp.Svcs/Case Management	\$120,000		\$120,000
ECHO / Emerg.Care Help.Org.	\$0	\$51,500	\$51,500
Emergency Resources		\$31,500	\$31,500
Furniture Bank		\$20,000	\$20,000
Good News Outreach	\$43,970	\$0	\$43,970
Food Outreach	\$16,720		\$16,720
Mercy House	\$27,250		\$27,250
Salvation Army	\$20,000	\$0	\$20,000
Emerg. Soc. Svcs	\$20,000		\$20,000
Unhoused Humanity	\$23,000	\$0	\$23,000
Housing	\$23,000		\$23,000
TOTAL	\$310,764	\$350,669	\$661,433

FY 2020 CHSP Recommended Allocations

Attachment #1
Page 5 of 10

5 Family Support			
Agency / Program(s)	FY 2020		
	City	County	Total
Boys Town N Florida	\$38,057	\$0	\$38,057
Treatment Family Home	\$38,057		\$38,057
Brehon Institute	\$41,725	\$50,000	\$91,725
Brehon House	\$41,725	\$50,000	\$91,725
Healthy Families Leon			\$0
Capital City Youth Services	\$62,360	\$9,141	\$71,500
Someplace Else Shelter	\$62,360	\$9,141	\$71,500
Good News Outreach	\$24,000	\$0	\$24,000
Maryland Oaks	\$24,000		\$24,000
PACE Center	\$0	\$12,000	\$12,000
Reach		\$12,000	\$12,000
Refuge House	\$0	\$26,688	\$26,688
Outr. Couns. & Courthouse Svcs		\$26,688	\$26,688
The Oasis Center	\$0	\$15,000	\$15,000
Single Mother/in 2017-18) Empowerment		\$15,000	\$15,000
Turn About	\$0	\$39,517	\$39,517
Intensive Outpatient		\$4,517	\$4,517
School Intervention & Prevention		\$35,000	\$35,000
TOTAL	\$166,141.50	\$152,346	\$318,487

FY 2020 CHSP Recommended Allocations

Attachment #1
Page 6 of 10

6 Physical Health Services			
Agency / Program(s)	FY 2020		
	City	County	Total
Big Bend Cares	\$55,660	\$29,340	\$85,000
HIV Prev., Educ., Testing & Outr.	\$370	\$27,630	\$28,000
HIV + CLIENT CARE	\$55,290	\$1,710	\$57,000
Capital Medical Society	\$46,250	\$6,250	\$52,500
We Care Network	\$46,250	\$6,250	\$52,500
CESC	\$49,116	\$0	\$49,116
Health Services	\$49,116		\$49,116
Neighborhood Medical Ctr.	\$23,273	\$13,037	\$36,310
Dental	\$23,273	\$13,037	\$36,310
Sickle Cell Fdn.	\$95,000	\$0	\$95,000
Health Wellness & Case Mgmt.	\$95,000		\$95,000
TOTAL	\$269,299	\$48,627	\$317,926

FY 2020 CHSP Recommended Allocations

Attachment #1
Page 7 of 10

7 Senior Services			
Agency / Program(s)	FY 2020		
	City	County	Total
Alzheimers Project	\$0	\$77,000	\$77,000
Caregiver Support Services		\$77,000	\$77,000
Elder Care Services	\$164,889	\$0	\$164,889
Elder Day Stay	\$1,000		\$1,000
In-Home	\$1,000		\$1,000
Nutrition	\$150,980		\$150,980
SOS	\$1,000		\$1,000
SVP	\$10,909		\$10,909
Good News Outreach	\$10,248	\$0	\$10,248
Elder Services	\$10,248		\$10,248
Smith Williams Service Center	\$14,052	\$0	\$14,052
Senior Solutions	\$14,052		\$14,052
Tall. Senior Citizens Fdn.	\$0	\$9,000	\$9,000
Southside Senior Outreach		\$9,000	\$9,000
TOTAL	\$189,189	\$86,000	\$275,189

FY 2020 CHSP Recommended Allocations

Attachment #1
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8 Youth Recreation and Character Building			
Agency / Program(s)	FY 2020		
	City	County	Total
Big Bend Homeless Coalition	\$0	\$13,515	\$13,515
Summer Prog. Children of HOPE		\$13,515	\$13,515
Big Brothers Big Sisters	\$0	\$19,767	\$19,767
Comm. Based 1-to-1 Mentoring		\$9,064	\$9,064
School Based 1-to-1 Mentoring		\$703	\$703
Mentoring Children of Prisoners		\$10,000	\$10,000
Lincoln Center Foundation	\$60,000	\$0	\$60,000
Lincoln Center Boxing Club	\$60,000		\$60,000
Boys & Girls Clubs	\$101,317	\$100,884	\$202,201
Great Futures Start Here	\$101,317	\$100,884	\$202,201
The Oasis Center	\$0	\$29,740	\$29,740
Girls Empowerment		\$29,740	\$29,740
TOTAL	\$161,317	\$163,906	\$325,223

FY 2020 CHSP Recommended Allocations

Attachment #1
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9 Youth Education			
Agency / Program(s)	FY 2020		
	City	County	Total
Florida State University	\$16,192	\$8,192	\$24,383
Pre-Collegiate Div.	\$16,192	\$8,192	\$24,383
John G. Riley Center	\$7,500	\$42,500	\$50,000
YCCLAP	\$7,500	\$42,500	\$50,000
Living Stones Int.	\$12,500	\$2,500	\$15,000
COVE Acad. Learning Lab	\$12,500	\$2,500	\$15,000
Miccosukee Youth Educ.	\$3,544	\$18,544	\$22,087
Acad. Achievement K-12	\$3,544	\$18,544	\$22,087
PACE Center	\$16,630	\$46,630	\$63,260
Spirited Girls	\$13,130	\$23,130	\$36,260
Transition	\$3,500	\$23,500	\$27,000
Pivotal Point Ent.	\$40,878	\$5,775	\$46,653
Character Kids	\$40,878	\$5,775	\$46,653
Tallahassee Community College	\$8,500	\$6,500	\$15,000
Take Stock in Children	\$8,500	\$6,500	\$15,000
Ctr. for Independent Living	\$0	\$15,000	\$15,000
High School High Tech		\$15,000	\$15,000
TOTAL	\$105,743	\$145,640	\$251,383

FY 2020 CHSP Recommended Allocations

Attachment #1
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10 Promize Zone			
Agency / Program(s)	FY 2020		
	City	County	Total
Americas 2nd Harvest	\$117,000	0	\$117,000
Feeding the PZ	\$117,000		\$117,000
Boys Town N FL	\$28,651	0	\$28,651
Care Coord. Services	\$28,651		\$28,651
Capital City Youth Services	\$44,000	0	\$44,000
Going Places Str. Outreach	\$44,000		\$44,000
Delta Kappa Omega Fdn.	\$55,000	0	\$55,000
Empowering Youth for the Future	\$55,000		\$55,000
Legal Aid Fdn.	\$85,000	0	\$85,000
PZ Pro Bono Legal Services	\$85,000		\$85,000
Living Stones Int.	\$10,000	0	\$10,000
Parents Engaged for Life	\$10,000		\$10,000
Boys & Girls Clubs	\$25,000	0	\$25,000
Sunrise Place Community	\$25,000		\$25,000
Children's Home Society	\$30,000	0	\$30,000
Early Steps	\$30,000		\$30,000
Oasis Center	\$30,000	0	\$30,000
Girls Empowerment	\$30,000		\$30,000
American Red Cross	\$18,000	0	\$18,000
Home Fire Safety & Emerg.Prepare.	\$18,000		\$18,000
TOTAL	\$442,651	0	\$442,651



September 4, 2019

Shington Lamy, Director
Office of Human Services & Community Partnerships
Leon County Government
918 Railroad Avenue
Tallahassee, FL 32310

Via email: lamys@leoncountyfl.gov

Dear Mr. Lamy:

Children's Home Society of Florida – Big Bend Region, Tallahassee Area, currently operates the group home, Tree House, on behalf of the Tree House Board of Directors. Beginning on October 1, 2019, the operation of the group home will be performed by Capital City Youth Services (CCYS).

Therefore, we ask that the Leon County Commission approve our request that all funding allocated to Tree House for the remainder of the CHSP cycle (October 1, 2019 – September 30, 2020) in the amount of \$45,000 be transferred to CCYS.

CCYS understands that funds are subject to availability, per our discussions with their leadership. Attached is a copy of the signed Letter of Intent between CHS, CCYS and Tree House verifying this transfer of operations for the Tree House group home.

Should you have any questions or concerns, please feel free to contact me at (850) 921-0772, ext. 4210. On behalf of CHS of Florida, thank you for being so very supportive of our operations at Tree House. We appreciate it and look forward to our continued partnership on CHS' other program funded through the CHSP process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cecka Rose Green'.

Cecka Rose Green, CPM
Regional Executive Director

cc: Kevin Priest, President & CEO, CCYS
Gina Dozier, COO, CCYS
Nancy Hillger, CFO, CCYS
Mark Yealdhall, President, Tree House Board of Directors

We do good.

Leon County
Board of County Commissioners
Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: State of Florida Department of Health FY 2020 Public Health Contract

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Office of Human Services and Community Partnerships Tiffany Y. Harris, Healthcare Services Coordinator Tiffany Robinson, Human Service Analyst

Statement of Issue:

This agenda item seeks the Board's approval of the FY 2020 Agreement with the State of Florida Department of Health (Health Department) for state-mandated public health services.

Fiscal Impact:

This item has a fiscal impact. The FY 2020 budget includes \$237,345 to the Health Department for state-mandated public health services, including \$162,345 for contracted public health services and \$75,000 for the purchase of vehicles.

Staff Recommendation:

Option # 1: Approve the FY 2020 Agreement with the State of Florida Department of Health for state-mandated public health services (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

The State of Florida Department of Health Public Health Contract is essential to the following FY2017-FY2020 Strategic Initiative:

- *Continue County support of primary health care through participation in Carenet in order to increase access to affordable health care for those in need. (2016-34)*

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

- *(Q4) Support and promote access to basic health and welfare services to our community members most in need.*

Chapter 83-177, Laws of Florida and Chapter 154.001, F.S., requires the execution of an annual contract between the State of Florida Department of Health (DOH), and Leon County, stipulating the services that will be provided by the Florida Department of Health in Leon County (DOH-Leon). The Health Department is charged by the State with providing the following public health services:

- Environmental health services
- Communicable disease control services
- Primary care services

The County's contribution is a general fund appropriation of \$237,345 for state-mandated public health services. In July 2019, the Health Department requested that a portion of the County's contribution be set aside for the purchase of vehicles for its operation.

Analysis:

The Agreement with the Health Department outlines the sources and the amount of funding that will be committed to provide public health services in Leon County for FY 2020 (Attachment #1). As specified in the Agreement, the County's contribution is a general fund appropriation not to exceed \$162,345 for state-mandated services. Allocating a portion of the Health Department funding for vehicle replacement is consistent with a previously approved request by the Health Department in FY 2016 to use a portion of the County Health Department funding to purchase vehicles. The proposed agreement is effective October 1, 2019 through September 30, 2020.

Environmental health services provided by DOH-Leon include the following:

- Coordination of statewide Facility and Food Programs that ensure the safety of selected food service facilities; migrant labor camps; group care facilities; biomedical waste generators, storage facilities, and transporters; tanning facilities; and mobile home and recreational vehicle parks.
 - A Water Programs unit which manages DOH responsibilities under the State Underground Petroleum Environmental Response Act (SUPER Act), Drycleaner Solvent Surveillance Program, and the Drinking Water Toxics Program. In addition, the unit sets standards to ensure the safety of drinking water, for the

operation of public swimming pools, and to monitor water quality at selected beaches and public bathing places.

- An On-site Sewage Program that helps ensure the safety of the installation and repair of all on-site sewage treatment and disposal systems within Leon County. This program area also includes licensure of septic tank contractors.

Communicable disease control services include the following:

- Detection of disease outbreaks and respond promptly to prevent the spread
- Performance of field investigations of cases, disasters, and outbreaks of diseases
- Identification of sources of infection and provision of control measures
- Management of cases of infants and women exposed to Hepatitis B
- Management of cases of children exposed to lead poisoning
- Consultation with citizens and physicians on cases of possible Rabies exposure
- Consultation with local medical providers on disease prevention and infection
- Education and training of community members to prevent disease
- Immunizations for children and adults
- STD tests and screenings

Primary care services include the following clinical and nutrition services:

- Maternal and child health services
- Family planning
- Breast and cervical cancer screenings
- School health services
- Supplemental food assistance for Women, Infants, and Children (WIC)
- Children's dental services

In accordance with the contract, the Health Department will provide DE385L1 Contract Management Variance Reports and DE580L1 Analysis of Fund Equities Reports to the County on a quarterly basis.

In addition to providing the state-mandated services, the Department of Health is requesting \$75,000 of the allocated budget of \$237,345 be utilized as in-kind services for the purchase of four replacement vehicles (two mid-size cars and two SUVs). The four vehicles to be purchased will replace 2002 and 2009 model year vehicles that are primarily used by the disease intervention specialists. The County will purchase, own, and insure the vehicles; however, they will be used solely for Health Department operations. The referenced DOH-Leon vehicles need to be replaced and purchasing the vehicles with County funds will expedite the purchasing process for DOH-Leon. Use of these funds for vehicle purchases will not affect any services provided under the Agreement as other State funds will be available to supplement the quarterly payments.

Options:

1. Approve the FY 2020 Agreement with the State of Florida Department of Health for state-mandated public health services (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the FY 2020 Agreement with the State of Florida Department of Health.
3. Board direction.

Recommendation:

Option # 1

Attachment:

1. FY 2020 Agreement with the State of Florida Department of Health

**CONTRACT BETWEEN
LEON COUNTY, FLORIDA
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
LEON COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2019-2020**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Leon County, Florida ("County"), through their undersigned authorities, effective October 1, 2019.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Leon County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2019, through September 30, 2020, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 6,602,458.00 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 162,345.00 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Leon County
2965 Municipal Way
Tallahassee, FL 32304

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Leon County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall 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 this contract. 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.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final

governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii.* A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2020 for the report period October 1, 2019 through December 31, 2019;
- ii.* June 1, 2020 for the report period October 1, 2019 through March 31, 2020;
- iii.* September 1, 2020 for the report period October 1, 2019 through June 30, 2020; and
- iv.* December 1, 2020 for the report period October 1, 2019 through September 30, 2020.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2020, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Claudia Blackburn

CHD Health Officer

2965 Municipal Way
Tallahassee, Florida 32304
(850) 404-6252

For the County:

Shington Lamy

Director

918 Railroad Avenue
Tallahassee, Florida 32301
(850) 606-1915

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (two pages), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2019.

LEON COUNTY, FLORIDA

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

SIGNED BY: _____

NAME: Vincent S. Long

NAME: Scott A. Rivkees, MD

TITLE: County Administrator

TITLE: State Surgeon General

DATE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

SIGNED BY: _____

NAME: Gwen Marshall

NAME: Claudia Blackburn

TITLE: Clerk of the Court

TITLE: CHD Director/Administrator

DATE: _____

DATE: _____

APPROVED AS TO FORM:

SIGNED BY: _____

NAME: Herbert W.A. Thiele Esq., County Attorney

TITLE: Leon County Attorney's Office

DATE: _____

ATTACHMENT I
LEON COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines- Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II
LEON COUNTY HEALTH DEPARTMENT
PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/19	0	974554	974554
2. Drawdown for Contract Year October 1, 2019 to September 30, 2020	0	-99983	-99983
3. Special Capital Project use for Contract Year October 1, 2019 to September 30, 2020	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2019 to September 30, 2020	0	874571	874571

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

Attachment #1
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LEON COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2019 to September 30, 2020

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PATIENT CARE	170,000	0	170,000	0	170,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	62,619	0	62,619	0	62,619
015040 CHD - TB COMMUNITY PROGRAM	91,518	0	91,518	0	91,518
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	77,104	0	77,104	0	77,104
015040 DENTAL SPECIAL INITIATIVE PROJECTS	5,977	0	5,977	0	5,977
015040 EPIDEMIOLOGY SURVEILLANCE GENERAL REVENUE	79,034	0	79,034	0	79,034
015040 FAMILY PLANNING GENERAL REVENUE	38,708	0	38,708	0	38,708
015040 FLORIDA SPRINGS AND AQUIFER PROTECTION ACT	200,827	0	200,827	0	200,827
015040 PRIMARY CARE PROGRAM	327,014	0	327,014	0	327,014
015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	65,000	0	65,000	0	65,000
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	217,686	0	217,686	0	217,686
015050 CHD GENERAL REVENUE NON-CATEGORICAL	2,041,597	0	2,041,597	0	2,041,597
GENERAL REVENUE TOTAL	3,377,084	0	3,377,084	0	3,377,084
2. NON GENERAL REVENUE - STATE					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	7,695	0	7,695	0	7,695
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	178,380	0	178,380	0	178,380
NON GENERAL REVENUE TOTAL	186,075	0	186,075	0	186,075
3. FEDERAL FUNDS - STATE					
007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	119,000	0	119,000	0	119,000
007000 WIC BREASTFEEDING PEER COUNSELING PROG	54,365	0	54,365	0	54,365
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 EPIDEMIOLOGY/LABORATORY CAPACITY INFECTIOUS DIS	79,300	0	79,300	0	79,300
007000 FAMILY PLANNING TITLE X - GRANT	193,460	0	193,460	0	193,460
007000 IMMUNIZATION FIELD STAFF	3,000	0	3,000	0	3,000
007000 IMMUNIZATION ACTION PLAN	34,920	0	34,920	0	34,920
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	16,706	0	16,706	0	16,706
007000 MCH SPEC PRJ SOCIAL DETERMINANTS HLTH COMM EDU	56,347	0	56,347	0	56,347
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	134,346	0	134,346	0	134,346
007000 CRI MEDICAL COUNTERMEASURES DISPENSING	49,629	0	49,629	0	49,629
007000 AIDS PREVENTION	303,034	0	303,034	0	303,034
007000 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM - ED	7,000	0	7,000	0	7,000
007000 IMPROVING STD PROGRAMS	60,138	0	60,138	0	60,138
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	15,000	0	15,000	0	15,000
007000 WIC PROGRAM ADMINISTRATION	1,439,650	0	1,439,650	0	1,439,650
015075 SUPPLEMENTAL SCHOOL HEALTH	216,912	0	216,912	0	216,912
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	8	0	8	0	8
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	21,797	0	21,797	0	21,797
018005 RYAN WHITE TITLE II ADAP DRUG REBATES	208,140	0	208,140	0	208,140
018005 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	57,867	0	57,867	0	57,867
018005 RYAN WHITE TITLE II CARE GRANT	73,289	0	73,289	0	73,289
FEDERAL FUNDS TOTAL	3,178,908	0	3,178,908	0	3,178,908

ATTACHMENT II

Attachment #1
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LEON COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2019 to September 30, 2020

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	299,803	0	299,803	0	299,803
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	11,606	0	11,606	0	11,606
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	4,674	0	4,674	0	4,674
001206 SEPTIC TANK RESEARCH SURCHARGE	950	0	950	0	950
001206 SEPTIC TANK VARIANCE FEES 50%	200	0	200	0	200
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	7,363	0	7,363	0	7,363
001206 DRINKING WATER PROGRAM OPERATIONS	470	0	470	0	470
001206 REGULATION OF BODY PIERCING SALONS	105	0	105	0	105
001206 TANNING FACILITIES	561	0	561	0	561
001206 ONSITE SEWAGE TRAINING CENTER	2,000	0	2,000	0	2,000
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	1,544	0	1,544	0	1,544
001206 MOBILE HOME & RV PARK FEES	1,092	0	1,092	0	1,092
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	330,368	0	330,368	0	330,368
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY:					
001148 CHD CLINIC FEES	0	1,895,154	1,895,154	0	1,895,154
MEDICAID TOTAL	0	1,895,154	1,895,154	0	1,895,154
7. ALLOCABLE REVENUE - STATE:					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	4,000	0	4,000	0	4,000
ALLOCABLE REVENUE TOTAL	4,000	0	4,000	0	4,000
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	1,488,785	1,488,785
PHARMACY DRUG PROGRAM	0	0	0	25,770	25,770
WIC PROGRAM	0	0	0	3,485,369	3,485,369
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	28,161	28,161
IMMUNIZATIONS	0	0	0	339,159	339,159
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	5,367,244	5,367,244
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	162,345	162,345	0	162,345
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	162,345	162,345	0	162,345
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	59,832	59,832	0	59,832
001094 CHD LOCAL ENVIRONMENTAL FEES	0	15,432	15,432	0	15,432
001110 VITAL STATISTICS CERTIFIED RECORDS	0	215,000	215,000	0	215,000

ATTACHMENT II

Attachment #1
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LEON COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2019 to September 30, 2020

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
FEES AUTHORIZED BY COUNTY TOTAL	0	290,264	290,264	0	290,264
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	38,300	38,300	0	38,300
001090 CHD CLINIC FEES	0	1,100	1,100	0	1,100
005000 CHD LOCAL REVENUE & EXPENDITURES	0	1,000	1,000	0	1,000
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	839,734	839,734	0	839,734
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	1,995	1,995	0	1,995
010300 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	750	750	0	750
010303 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	504	504	0	504
011001 HEALTHY START DATA MANAGEMENT	0	7,196	7,196	0	7,196
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	99,983	99,983	0	99,983
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	990,562	990,562	0	990,562
12. ALLOCABLE REVENUE - COUNTY					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	4,000	4,000	0	4,000
COUNTY ALLOCABLE REVENUE TOTAL	0	4,000	4,000	0	4,000
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	1,313,930	1,313,930
OTHER (Specify) custodial	0	0	0	176,937	176,937
UTILITIES	0	0	0	144,175	144,175
BUILDING MAINTENANCE	0	0	0	137,840	137,840
GROUNDS MAINTENANCE	0	0	0	9,427	9,427
INSURANCE	0	0	0	1,989	1,989
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	1,784,298	1,784,298
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	75,000	75,000
VEHICLE INSURANCE	0	0	0	8,000	8,000
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	83,000	83,000
GRAND TOTAL CHD PROGRAM	7,076,435	3,342,325	10,418,760	7,234,542	17,653,302

LEON COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2019 to September 30, 2020

Quarterly Expenditure Plan

	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	5.53	4,826	5,814	71,062	82,885	82,885	71,061	224,861	83,032	307,893
SEXUALLY TRANS. DIS. (102)	8.86	4,839	7,806	144,752	168,835	168,835	144,751	537,273	89,900	627,173
HIV/AIDS PREVENTION (03A1)	7.98	0	629	113,716	132,636	132,636	113,717	492,705	0	492,705
HIV/AIDS SURVEILLANCE (03A2)	0.87	0	3	12,497	14,577	14,577	12,497	54,148	0	54,148
HIV/AIDS PATIENT CARE (03A3)	8.26	72	88	142,228	165,892	165,892	142,227	616,239	0	616,239
ADAP (03A4)	1.39	0	0	19,179	22,371	22,371	19,179	83,100	0	83,100
TUBERCULOSIS (104)	2.10	19	193	30,979	36,133	36,133	30,979	134,224	0	134,224
COMM. DIS. SURV. (106)	3.20	0	2,083	51,578	60,160	60,160	51,578	223,476	0	223,476
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	3.08	0	17	56,032	65,354	65,354	56,032	242,772	0	242,772
REFUGEE HEALTH (118)	0.51	148	179	7,204	8,403	8,403	7,205	31,215	0	31,215
VITAL RECORDS (180)	2.62	12,301	22,498	37,640	43,902	43,902	37,639	0	163,083	163,083
COMMUNICABLE DISEASE SUBTOTAL	44.40	22,205	39,310	686,867	801,148	801,148	686,865	2,640,013	336,015	2,976,028
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	2.27	11	85	28,708	33,484	33,484	28,708	124,384	0	124,384
WIC (21W1)	29.42	8,292	89,876	379,748	442,929	442,929	379,748	1,645,354	0	1,645,354
TOBACCO USE INTERVENTION (212)	3.01	0	179	46,463	54,193	54,193	46,463	201,312	0	201,312
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.44	0	3,170	21,109	24,621	24,621	21,109	91,460	0	91,460
FAMILY PLANNING (223)	6.86	1,743	3,316	106,924	124,713	124,713	106,924	326,674	136,600	463,274
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	3	4	4	3	14	0	14
HEALTHY START PRENATAL (227)	0.56	1,275	5,787	6,628	7,731	7,731	6,627	21,521	7,196	28,717
COMPREHENSIVE CHILD HEALTH (229)	0.12	0	1	2,804	3,271	3,271	2,805	12,151	0	12,151
HEALTHY START CHILD (231)	0.00	0	0	0	0	0	0	0	0	0
SCHOOL HEALTH (234)	28.27	0	435,672	349,093	407,174	407,174	349,092	672,799	839,734	1,512,533
COMPREHENSIVE ADULT HEALTH (237)	3.03	677	919	42,919	50,059	50,059	42,919	178,506	7,450	185,956
COMMUNITY HEALTH DEVELOPMENT (238)	4.38	0	5	63,231	73,751	73,751	63,232	273,965	0	273,965
DENTAL HEALTH (240)	24.56	14,625	28,570	462,561	539,520	539,520	462,561	75,894	1,928,268	2,004,162
PRIMARY CARE SUBTOTAL	104.92	26,623	567,580	1,510,191	1,761,450	1,761,450	1,510,191	3,624,034	2,919,248	6,543,282
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.20	80	87	3,204	3,738	3,738	3,204	4,225	9,659	13,884
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	7.61	1,734	3,303	127,876	149,152	149,152	127,877	554,057	0	554,057
Group Total	7.81	1,814	3,390	131,080	152,890	152,890	131,081	558,282	9,659	567,941
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.05	161	26	767	895	895	767	3,324	0	3,324

LEON COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2019 to September 30, 2020

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
FOOD HYGIENE (348)	1.80	231	528	27,183	31,706	31,706	27,183	117,778	0	117,778
BODY PIERCING FACILITIES SERVICES (349)	0.02	16	6	398	464	464	398	1,724	0	1,724
GROUP CARE FACILITY (351)	1.07	184	187	17,099	19,943	19,943	17,099	0	74,084	74,084
MIGRANT LABOR CAMP (352)	0.02	1	9	228	266	266	229	989	0	989
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.12	158	221	1,499	1,748	1,748	1,499	6,494	0	6,494
POOLS/BATHING PLACES (360)	0.50	361	571	6,305	7,354	7,354	6,306	26,968	351	27,319
BIOMEDICAL WASTE SERVICES (364)	0.17	215	201	2,762	3,222	3,222	2,762	11,968	0	11,968
TANNING FACILITY SERVICES (369)	0.05	40	113	517	603	603	517	2,240	0	2,240
Group Total	3.80	1,367	1,862	56,758	66,201	66,201	56,760	171,485	74,435	245,920
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.06	14	28	685	799	799	685	0	2,968	2,968
Group Total	0.06	14	28	685	799	799	685	0	2,968	2,968
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.08	568	196	816	952	952	816	3,536	0	3,536
RABIES SURVEILLANCE (366)	1.19	568	145	11,037	12,873	12,873	11,037	47,820	0	47,820
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	1.27	1,136	341	11,853	13,825	13,825	11,853	51,356	0	51,356
ENVIRONMENTAL HEALTH SUBTOTAL	12.94	4,331	5,621	200,376	233,715	233,715	200,379	781,123	87,062	868,185
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	7,054	8,228	8,228	7,055	30,565	0	30,565
MEDICAID BUYBACK (611)	0.00	0	0	162	188	188	162	700	0	700
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	7,216	8,416	8,416	7,217	31,265	0	31,265
TOTAL CONTRACT	162.26	53,159	612,511	2,404,650	2,804,729	2,804,729	2,404,652	7,076,435	3,342,325	10,418,760

ATTACHMENT III
LEON COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Attachment IV

Fiscal Year - 2019 - 2020

Leon County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Official Building Name (if applicable) (Admin, Clinic, Envn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
2965 Municipal Way	Leon CHD Headquater	037-9001	County	Leon County	21928	41
1515 Old Bainbridge Rd	Roberts & Stevens Clinic	037-9002	County	Leon County	17963	70
872 W. Orange Ave	Richardson-Lewis Clinic	037-9003	County	Leon County	15500	17
800 Alabama Street	Griffin Middle School	037-9006	School Board	School Board		
435 N. Macomb Street	Environmental Health	037-9008	County	Leon County		12
912 Railroad Avenue	Center for Dental Care	037-9009	County	Leon County	4975	29
3415 Zillah Road	Fairview Middle School	037-9012	School Board	School Board		
723 W. Orange Avenue	Nims Middle School	037-9013	School Board	School Board		
9902 Deerlake Way	Deerlake Middle School	037-9015	School Board	School Board		
5789 Pimlico Drive	Montsford Middle School	037-9016	School Board	School Board		
401 W. Tharpe Street	Raa Middle School	037-9017	School Board	School Board		
2100 Pedrick Road	Swift Creek Middle School	037-9018	School Board	School Board		
915 Hill Crest Street	Cobb Middle School	037-9019	School Board	School Board		
860 Blountstown Hwy	Ghazvini School	037-9020	School Board	School Board		
2204 Saxon Street	Bond	037-9021	School Board	School Board		
1600 Pedrick Road	Bucklake	037-9022	School Board	School Board		
3250 Pointview Drive	Canopy Oaks	037-9023	School Board	School Board		
2400 E Orange Avenue	Conley	037-9024	School Board	School Board		
2930 Velda Dairy Road	DeSoto Trail	037-9025	School Board	School Board		
17414 Chowkeebin Nen	Hartsfield	037-9026	School Board	School Board		

205 Meadow Ridge Drive	Hawks Rise	037-9027	School Board	School Board		Attachment #1 19 of 20
927 Miccosukee Road	Kate Sullivan	037-9028	School Board	School Board		
3413 Zillah Road	Pace School	037-9029	School Board	School Board		
22330 Lake Bradford Rd	Pineview	037-9030	School Board	School Board		
1400 Indianna Street	Riley	037-9031	School Board	School Board		
526 W 10th Avenue	Ruediger	037-9032	School Board	School Board		
2813 Ridgeway Road	Sabal Palm	037-9033	School Board	School Board		
2815 Allen Road	Sealey	037-9034	School Board	School Board		
3801 Fred George Road	Springwood	037-9035	School Board	School Board		
9373 Woodville Hwy	Woodville	037-9036	School Board	School Board		

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

**ATTACHMENT V
LEON COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2018-2019*	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2019-2020**	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2020-2021***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2021-2022***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____ 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE (Initial expenditure of funds)
: _____

COMPLETION DATE: _____

DESIGN FEES: \$ 0

CONSTRUCTION COSTS: \$ 0

FURNITURE/EQUIPMENT: \$ 0

TOTAL PROJECT COST: \$ 0

COST PER SQ FOOT: \$ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/19

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.

**Leon County
Board of County Commissioners
Notes for Agenda Item #15**

Leon County Board of County Commissioners


Agenda Item #15

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Revised Policy No. 02-5 “Tangible Personal Property Policy and Procedures”



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:	Shelly Kelley, Purchasing Director Geri M. Forslund, Procurement Administrator Rodger Kirkland, Purchasing Agent/Property Control Specialist

Statement of Issue:

This agenda item seeks the Board’s adoption of a proposed revision to Policy No. 02-5 “Tangible Personal Property Policy and Procedures” to align with current practices.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed revisions to Policy No. 02-5, Tangible Personal Property Policy and Procedures (Attachment #1).

Report and Discussion

Background:

This agenda item seeks the Board’s adoption of a proposed revision to Policy No. 02-5 “Tangible Personal Property Policy and Procedures”, that updates the County’s policy and procedures to align with current practices.

Consistent with Chapter 274, Florida Statutes, an annual Tangible Personal Property Report is provided to the Board. Following the 2018 annual external audit, it was documented that current practices do not align with the adopted Policy No. 02-5 “Tangible Personal Property Policy and Procedures”. Based on this finding, the external auditor recommended that the policy be revised in accordance with current practice. Staff reviewed and has made suggested changes to the current Policy to include all items based on the external auditor’s findings (Attachment #2). The Policy has also been updated to include current terminology related to Leon County Government, property custodians and related titles.

Analysis:

During the audit it was noted that the process for the disposal of assets was not conducted in accordance with the Tangible Personal Property Policy as written and adopted on December 13, 2005 (Attachment #3). The policy states “Prior to actual disposal or cannibalization, a request form outlining the contemplated action and the reasons for it, will be completed by the Custodian and forwarded to Property Control. A request for approval will be forwarded to the Board of County Commissioners by Property Control. The Property Custodian will be advised of the Board’s action by Property Control. The original request for cannibalization/disposal, as approved by the Board of County Commissioners, will be the basis for deletion from the tangible Personal Property Record.”

Currently the assets are being disposed of throughout the year and an annual report regarding the disposal of items is presented as part of the annual Tangible Personal Property Report. This practice is not what is delineated in the Policy. The external auditor did not find any deficiencies with the current practice, but advised that the Policy and procedures needed to be updated to align with current operating procedures. This includes Property Control collecting all forms to compile a final list to provide to the Board at the end of each fiscal year for approval for deletion of tangible personal property from the property records.

If the Policy is not changed, staff will bring an agenda item to the Board each time tangible personal property needs to be disposed. Since there have been no discrepancies noted regarding the current practices and an annual report is provided as required by State Statutes, it is recommended to revise the Policy.

Options:

1. Adopt the proposed revisions to Policy No. 02-5, Tangible Personal Property Policy and Procedures (Attachment #1).
2. Do not adopt the proposed revisions to Policy No. 02-5, Tangible Personal Property Policy and Procedures.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Revised Policy No. 02-5, Tangible Personal Property Policy and Procedures
2. Revised Policy No 02-05, Tangible Personal Property Policy and Procedures with strike-through
3. Current Policy No 02-05, Tangible Personal Property Policy and Procedure

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

Policy No. 02-5

Title: Tangible Personal Property Policy and Procedures
Date Adopted: September 24, 2019
Effective Date: September 24, 2019
Reference: Chapter 274, Florida Statutes
Policy Superseded: Policy No. 98- , adopted November 24, 1998; Policy No. 02-5,
adopted April 16, 2002; Revised December 13, 2005

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 02-5 “Tangible Personal Property Policy and Procedures”, adopted by the Board of County Commissioners on December 13, 2005, be amended and a revised policy is hereby adopted in its place, to wit:

LEON COUNTY
TANGIBLE PERSONAL PROPERTY POLICY AND PROCEDURES

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SECTION I DEFINITIONS

1. County Tangible Personal Property is defined as property which:
 - a. is not fixed in place and not an integral part of a structure or facility;
 - b. is not an integral part or component of another piece of equipment;
 - c. has an original acquisition cost of \$1,000 or more;
 - d. is not consumed in use; and
 - e. has a useful life of one year or more after initial acquisition.
2. Property Custodian is defined as any department head, division head, or County employee under Leon County Government as designated by the County Administrator; any Constitutional Officer of the County, except for the Sheriff; the Court Administrator; and any other individual or entity having possession and control of County tangible personal property.³. Custodian's Delegate means a person under the supervision of the Property Custodian, to which person the Custodian may delegate the use and immediate control of property, and from whom the Custodian may require custody receipts.
 - a. Gaining Custodian – property being added to inventory.
 - b. Losing Custodian – property being removed from inventory.
4. Property Control is the program within the Purchasing Division charged with the responsibility of maintaining the records for County tangible personal property, of conducting annual physical inventories of all tangible personal property owned by the County, of tagging or otherwise labeling property acquired by the County and of coordinating other matters related to County tangible personal property including its transfer, cannibalization, and disposal.
5. Fiscal Year means the County government's fiscal year (October 1 - September 30) as established by Section 129.04, Florida Statutes.
6. Surplus refers to items no longer needed or used by a custodian that are transferred to the Surplus Account and which may be obtained by other custodians.
7. Salvage refers to items that are unserviceable or uneconomically repairable and transferred to the Salvage Account for disposition through sale, donation or discard.
8. Storage refers to those items being stored at a facility other than the work location of a property custodian for use at a later date but retained on the custodian's inventory.

SECTION II TANGIBLE PERSONAL PROPERTY RECORDS AND REPORTS

1. Property Control shall record all tangible personal property acquired by the County in the Fixed Asset Accounting System. This system shall include all information required by Florida Statutes and the Chief Financial Officer.
2. Each Property Custodian will be provided, upon request, the Inventory Report of all property under their control. The Property Custodian shall review the Inventory Report for accuracy and notify Property Control of any corrections required.
3. Each Property Custodian shall provide a monthly notification of property acquisitions to property control.

SECTION III ACQUISITION OF TANGIBLE PERSONAL PROPERTY

1. Property is acquired by the County in several different ways:
 - a. By the direct purchase of property using County funds.
 - b. By donation from private individuals, state or other governmental agencies.
 - c. By the direct purchase of property using grant, state or federal funds.
 - d. By lease-purchase agreement.
2. Purchase of Property with County Funds:
 - a. Board Operations
 - 1) Each County Department, through the designated Department Head, is authorized to procure property through the County Purchasing Department if specifically budgeted in a "56400" object account and the individual item is over \$1000 in cost. Constitutional Officers have the authority to make procurements from their own budgets. The Sheriff's Department is specifically excluded from the provision of this manual.
 - 2) Acquisition by County Departments, except for the Health Department: The necessary information to record these procurements in the Fixed Asset Accounting System will be obtained by Property Control from the Finance Department through the data contained in paid vouchers. At the time this information is acquired, a property number will be assigned, and the item will be tagged by Property Control in accordance with procedures described in Section VI of this policy.

Tangible Personal Property Policy and Procedures
Policy No. 02-5

- b. Constitutional Officers (Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of Courts).
 - 1) The Departments under the Constitutional Officers acquire tangible personal property through procurement from their own budgets.
 - 2) In order for Property Control to record such items, it will be necessary for the Property Custodian/Delegate of these Constitutional Offices to provide information to Property Control for evaluation, tagging and subsequent inclusion of the property in the tangible personal property record. The Property Control Form shall be used by the Custodian/Delegate to inform Property Control.
 - c. Health Department
 - 1) The Health Department receives tangible personal property through procurement with State and/or County funds.
 - 2) It will be necessary for the Custodian/Delegate to use the same Property Control Form as described above to inform Property Control of all acquired tangible personal property items.
3. Property Donated to the County:
- Any tangible personal property donated to the County by governmental agencies, private enterprise or by individuals will be listed on the Property Control Form by the appropriate Property Custodian and forwarded to Property Control within 15 days of receipt of such items. The form should include all known information on the item donated. Property Control will, as soon as possible, inspect the property and evaluate it as to serviceability and value, and then determine whether or not it should be included on the Property Control Form. All such items approved for inclusion in the inventory will be tagged and entered in the Tangible Personal Property Record.
4. Purchase of Property using grant, state or federal funds:
- Tangible personal property acquired by any County agency or department from other resources such as Federal or State Grants shall be accounted for in the same manner as property acquired with County Funds. The Finance Department will notify the Custodian of any exception to this standard procedure (OMB Circular No. A-87).
5. Lease-Purchase Agreements:
- a. In accordance with the criteria set forth in the Financial Accounting Standards Board's Statement No. 13, Accounting for Leases, all tangible personal property items acquired through lease-purchase agreement by any County department or agency will be included in the Tangible Personal Property Record at the beginning of the term of the agreement. Property Control will notify the department or agency receiving the item of any exception to this rule.

- b. It is the responsibility of the Property Custodian or Delegate to inform Property Control of all lease-purchase agreements pertaining to tangible personal property and to provide them with a copy of the agreement.

SECTION IV PROPERTY TRANSFERS AND SURPLUS PROPERTY

1. Transfers of tangible personal property between Property Custodians will be handled as follows:
 - a. The Custodian losing the property will, for each different gaining Custodian, complete one Property Control Form. On the form, the losing Custodian will include for each item the following: the Property Control Number and a brief description, including its serial number. The form will then be sent to Property Control to initiate the transfer. If an item(s) needs to be moved, Property Control shall forward a copy of the form to Facilities Management. Then the original form shall be forwarded to the gaining Custodian to sign and return to Property Control.
 - b. Property Control will make the necessary adjustments to the property records.
2. Surplus property will be held in place and reported to Property Control. If a redistribution of the property is not immediately possible, it will be moved to a designated storage site and deleted from the reporting Custodian's Inventory Record by Property Control.

SECTION V CANNIBALIZATION AND DISPOSAL OF RESIDUES

When a decision has been reached by the Custodian to cannibalize or dispose of unserviceable or uneconomically repairable equipment, the following procedure will apply:

1. Prior to actual disposal or cannibalization, a Property Control form outlining the action and the reason(s) for said action shall be completed by the Custodian and forwarded to Property Control. Property Control shall update the property control records. Prior to the end of the Fiscal Year, Property Control shall write an agenda item as a status report to the Board to include all deleted items from the Tangible Personal Property Record. The deleted items shall all be removed as of September 30 of the current Fiscal Year.
2. The Leon County authorized recycling center(s) is the designated location for all junked property, including all hazardous waste.

SECTION VI PHYSICAL INVENTORY, TAGGING AND CONDITION CODING OF PROPERTY ITEMS

1. Each item of tangible personal property located in inventory shall be marked or tagged with its property number and the inscription, "Property of Leon County, Florida", in accordance with Chapter 274, Florida Statutes, Florida Administrative Code and the Rules of the Chief Financial Officer, Rule 69I-73.001.

Tangible Personal Property Policy and Procedures
Policy No. 02-5

2. Physical inventories will be conducted by Property Control. Such inventories will be in coordination with the appropriate Property Custodian or his designated delegate. The individual taking the inventory should not be the Custodian charged with the items to be inventoried.
3. The type of inventory conducted will fall into one of three categories as indicated below:
 - a. New - The initial inventory for setting up the Tangible Personal Property Record of a new or reorganized department.
 - b. Annual - An inventory of all tangible personal property shall be taken once each fiscal year in each department.
 - c. Special - An inventory taken at the request of the Property Custodian, when there is a change of a Custodian or by direction of the Leon County Government. An inventory shall be taken by Property Control of all tangible personal property within a department when there is a change in the Property Custodian or his designated Delegate.
4. The inventory will be an actual physical verification that a specific item exists at the site and in the condition indicated on the Tangible Personal Property Record. The most recent copy of the Tangible Personal Property Record will be used when conducting the inventory.
5. Every item located on the inventory will be classified as to its general condition and serviceability.
 - a. Property other than vehicles:
 - 1) Condition "1", Good means the item is serviceable, new or in almost new condition showing little sign of wear and tear.
 - 2) Condition "2", Fair means the item is still serviceable for its primary use but shows definite signs of wear and tear.
 3. Condition "3", Poor means the item was found to be unserviceable at the time of inventory. Such items should be disposed of or declared surplus in accordance with applicable provisions in this manual.
 - b. Vehicle Condition Coding:
 - 1) Condition "1", Good, a serviceable vehicle with over 50% of its life expectancy, mileage and/or operating hours remaining.
 2. Condition "2", Fair, a serviceable vehicle with less than 50% of its life expectancy, mileage and/or operating hours remaining.
 3. Condition "3", Poor, a vehicle which is determined to be unserviceable.
 - c. Items previously marked or tagged, but for some reason the marking is not legible or is missing, will be retagged using the original Property Control Number.

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6. During the Physical Inventory, if tangible personal property is found that is not on the property record, action will be taken by Property Control to evaluate it and place it on the Property Record in the department where it was found.
7. Upon completion of an inventory, the Property Custodian will acknowledge acceptance of all property as listed on the current inventory report. It shall be the responsibility of the Property Custodian to trace and reconcile to the satisfaction of Property Control all discrepancies existing between the inventory and the Tangible Personal Property Record. Any discrepancies remaining unreconciled 15 days after inventory, as authorized by the Board and the Rules of the Chief Financial Officer shall be placed in a holding category of items not found the first year. Each custodian with items in this category is provided a list and instructions to make every effort to locate the missing items. Items not found during the following annual inventory shall be deleted from the Property Control records.

SECTION VII SPECIAL ACCOUNTING AND REPORTING PROCEDURES

This section covers special procedures not otherwise outlined in this manual.

1. Lost or Stolen Property:
 - a. When it is evident that an item of tangible personal property has been lost or stolen, immediate action will be taken by the Property Custodian to locate it. If the item has been determined stolen, Property Control must supply the incident report that was received from law enforcement. If the item cannot be located, Property Control will be notified by memorandum by the Property Custodian.
 - b. Property Control will use the memorandum and any additional information as is appropriate as a basis to remove the item from the Property Records.
2. Tangible Personal Property Installed on Vehicles or on Other Major Items of Equipment:
 - a. In the interest of economy, the County may, from time to time, purchase a vehicle or a major piece of equipment and subsequently purchase additional items for installation using County manpower and resources to complete the piece of equipment or to fill a special requirement.
 - b. Items of this nature will not be accounted for separately but will be considered a part of the basic major item. The Property Record will show the Base Cost as the cost of the basic item plus the cost of any additional item(s) installed thereon.
 - c. Items in this category include, but are not limited to, the following:
 - 1) Vehicle bodies.
 - 2) Installed hoists and winches.
 - 3) Installed air compressors.
 - 4) Storage tanks installed on vehicles or trailers.
 - 5) Installed flashing lights, light assemblies and sirens.
 - 6) Any other miscellaneous items like those above.

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- d. Excluded from this policy are radios and communication equipment which will be shown on the Tangible Personal Property Record separately.
 - e. The Property Custodian will notify Property Control of any changes to the basic major item.
 - f. When County warrants or other acquisition documents reflect procurement of items as are described above, Property Control will prepare the necessary documents to add the item(s) to the basic piece of equipment on the Property Record.
 - g. When a vehicle or other major piece of equipment is disposed of or traded, and the installed property item is recaptured for subsequent use, it will be the responsibility of the Property Custodian to advise Property Control of the action and of the anticipated use of the recovered item.
3. Internal Transfer of Property Between Locations:
- a. Some Property Custodians have large accounts with tangible personal property located in several different locations. Examples are: Tax Collector, Supervisor of Elections, Clerk of the Circuit Court, Public Library, and Public Works.. These separate locations are identified on the Tangible Personal Property Record. It is the responsibility of the Property Custodian to advise Property Control of any transfer of tangible personal property from one location to another in order to keep the Property Record up to date. Notification should be made on the Transfer of Tangible Personal Property Form. Temporary transfers need not be reported, but all permanent or indefinite transfers should be reported as soon as they occur.
 - b. Property Control will update the Tangible Personal Property Record by entering all such transfers on the Property Control Form when notified.

Board of County Commissioners Leon County, Florida

Policy No. 02-5

Title: Tangible Personal Property Policy and Procedures

Date Adopted: ~~December 13, 2005~~ September 24, 2019

Effective Date: ~~December 13, 2005~~ September 24, 2019

Reference: Chapter 274, Florida Statutes

Policy Superseded: ~~Policy No. 02-5, adopted April 16, 2002;~~ Policy No. 98- ,
adopted November 24, 1998; Policy No. 02-5, adopted April
16, 2002; Revised December 13, 2005;

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 02-5 "Tangible Personal Property Policy and Procedures", adopted by the Board of County Commissioners on ~~April 16, 2002~~ December 13, 2005, be ~~superseded~~ amended and a revised policy is hereby adopted in its place, to wit:

LEON COUNTY
TANGIBLE PERSONAL PROPERTY POLICY AND PROCEDURES

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SECTION I DEFINITIONS

1. County Tangible Personal Property is defined as property which:
 - a. is not fixed in place and not an integral part of a structure or facility;
 - b. is not an integral part or component of another piece of equipment;
 - c. has an original acquisition cost of \$1,000 or more;
 - d. is not consumed in use; and
 - e. has a useful life of one year or more after initial acquisition.
2. Property Custodian is defined as any department head, division head, or County employee under ~~the Board of County Commissioners~~ Leon County Government as designated by the County Administrator; any Constitutional Officer of the County, except for the Sheriff; the Court Administrator; and any other individual or entity having possession and control of County tangible personal property.
3. Custodian's Delegate means a person under the supervision of the Property Custodian, to which person the Custodian may delegate the use and immediate control of property, and from whom the Custodian may require custody receipts.
 - a. Gaining Custodian – property being added to inventory.
 - b. Losing Custodian – property being removed from inventory.
4. Property Control is the program within the Purchasing Division charged with the responsibility of maintaining the records for County tangible personal property, of conducting annual physical inventories of all tangible personal property owned by the County, of tagging or otherwise labeling property acquired by the County and of coordinating other matters related to County tangible personal property including its transfer, cannibalization, and disposal.
5. Fiscal Year means the County government's fiscal year (October 1 - September 30) as established by Section 129.04, Florida Statutes.
6. Surplus refers to items no longer needed or used by a custodian that are transferred to the Surplus Account and which may be obtained by other custodians.
7. Salvage refers to items that are unserviceable or uneconomically repairable and transferred to the Salvage Account ~~pending Board approval~~ for disposition through sale, donation or discard.
8. Storage refers to those items being stored at a facility other than the work location of a property custodian for use at a later date but retained on the custodian's inventory.

SECTION II TANGIBLE PERSONAL PROPERTY RECORDS AND REPORTS

1. Property Control shall record all tangible personal property acquired by the County in the Fixed Asset Accounting System. This system shall include all information required by Florida ~~statute~~ Statutes and the ~~Rules of the Auditor General~~ Chief Financial Officer.
2. Each Property Custodian will be provided, upon request, ~~periodically furnished~~ the Custodian Inventory Report of all property under ~~his~~ their control. The Property Custodian ~~should~~ shall review the Inventory Custodian Report for accuracy and notify Property Control of any corrections required.
3. Each Property Custodian shall provide a monthly notification of property acquisitions to property control. ~~Property Control shall request monthly notification of property acquisitions from each property custodian.~~

SECTION III ACQUISITION OF TANGIBLE PERSONAL PROPERTY

1. Property is acquired by the County in several different ways:
 - a. By the direct purchase of property using County funds.
 - b. By donation from private individuals, state or other governmental agencies.
 - c. By the direct purchase of property using grant, state or federal funds.
 - d. By lease-purchase agreement.
2. Purchase of Property with County Funds:
 - a. Board Operations
 - 1) Each County Department, through the designated Department Head, is authorized to procure property through the County Purchasing Department if specifically budgeted in a "~~6400~~56400" object account and the individual item is over \$1000 in cost. Constitutional Officers have the authority to make procurements from their own budgets. The Sheriff's Department is specifically excluded from the provision of this manual.
 - 2) Acquisition by County Departments, except for the Health Department: The necessary information to record these procurements in the Fixed Asset Accounting System will be obtained by Property Control from the Finance Department through the data contained in paid vouchers. At the time this information is acquired, a property number will be ~~assigned~~ assigned, and the item will be tagged by Property Control in accordance with procedures described in Section VI of this policy.

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- b. Constitutional Officers (Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of Courts).
 - 1) The Departments under the Constitutional Officers acquire tangible personal property through procurement from their own budgets.
 - 2) In order for Property Control to record such items, it will be necessary for the Property Custodian/Delegate ~~on these departments of these Constitutional Offices~~ to provide information to Property Control for evaluation, tagging and subsequent inclusion of the property in the tangible personal property record. The Property ~~Acquisition Control~~ Form shall be used by the Custodian/Delegate to inform Property Control.
 - c. Health Department
 - 1) The Health Department receives tangible personal property through procurement with State and/or County funds.
 - 2) It will be necessary for the Custodian/Delegate to use the same Property ~~Acquisition Control~~ Form as described above to inform Property Control of all acquired tangible personal property items.
3. Property Donated to the County:
- Any tangible personal property donated to the County by governmental agencies, private enterprise or by individuals will be listed on the Property ~~Acquisition Control~~ Form by the appropriate Property Custodian and forwarded to Property Control within 15 days of receipt of such items. The form should include all known information on the item donated. Property Control will, as soon as possible, inspect the –property and evaluate it as to serviceability and value, and then determine whether or not it should be included on the Property ~~Record Control Form~~. All such items approved for inclusion in the inventory will be tagged and entered in the Tangible Personal Property Record.
4. Purchase of Property using grant, state or federal funds:
- Tangible personal property acquired by any County agency or department from other resources such as Federal or State Grants shall be accounted for in the same manner as property acquired with County Funds. The Finance Department will notify the Custodian of any exception to this standard procedure (OMB Circular No. A-87).
5. Lease-Purchase Agreements:
- a. In accordance with the criteria set forth in the Financial Accounting Standards Board's Statement No. 13, Accounting for Leases, all tangible personal property items acquired through lease-purchase agreement by any County department or agency will be included in the Tangible Personal Property Record at the beginning of the term of the agreement. Property Control will notify the department or agency receiving the item of any exception to this rule.

- b. It is the responsibility of the Property Custodian or Delegate to inform Property Control of all lease-purchase agreements pertaining to tangible personal property and to provide them with a copy of the agreement.

SECTION IV PROPERTY TRANSFERS AND SURPLUS PROPERTY

1. Transfers of tangible personal property between Property Custodians will be handled as follows:
 - a. The Custodian losing the property will, for each different gaining Custodian, complete one Transfer of Tangible Personal Property-Property Control Form. On the form, the losing Custodian will include for each item the following: the Property Control Number, and a brief description, (including its serial number), and the unit cost. The form will then be sent to Property Control to initiate the transfer. A copy of the form will be forwarded to Facilities Management to move the item(s). If an item(s) needs to be moved, Property Control shall forward a copy of the form to Facilities Management. Then the original form shall will be forwarded to the gaining Custodian to sign and return to Property Control.
 - b. Property Control will make the necessary adjustments to the property records.
2. Surplus property will be held in place and reported to Property Control. If a redistribution of the property is not immediately possible, it will be moved to a designated storage site and deleted from the reporting Custodian's Property Inventory Record by Property Control.

SECTION V CANNIBALIZATION AND DISPOSAL OF RESIDUES

When a decision has been reached by the at the Custodian level to cannibalize or dispose of unserviceable or uneconomically repairable equipment, the following procedure will apply:

1. Prior to actual disposal or cannibalization, a request pProperty eControl form outlining the contemplated action and the reason(s) for it said action shall will be completed by the Custodian and forwarded to Property Control. A request for approval will be forwarded to the Board of County Commissioners by Property Control. The Property Custodian will be advised of the Board's action by Property Control. The original request for cannibalization/disposal, as approved by the Board of County Commissioners, will be the basis for deletion from the Tangible Personal Property Record. Property Control shall update the property control records. Prior to the end of the Fiscal Year, Property Control shall write an agenda item as a status report to the Board to include all deleted items from the Tangible Personal Property Record. The deleted items shall all be removed as of September 30 of the current Fiscal Year.
2. The County Landfill The Leon County authorized recycling center(s) is the designated location for all junked property, unless the property is prohibited from being dumped at the landfill by law or regulation including all hazardous waste.

SECTION VI PHYSICAL INVENTORY, TAGGING AND CONDITION CODING

OF PROPERTY ITEMS

1. Each item of tangible personal property located in inventory shall be marked or tagged with its property number and the inscription, "Property of Leon County, Florida", in accordance with ~~Chapter 274, Florida Statutes, Florida Administrative Code and the Rules of the Chief Financial Officer, Rule 69I-73.001~~Chapter 10.400, Rules of the Auditor General.
2. Physical inventories will be conducted by ~~a~~Property Control ~~Officer~~. Such inventories will be in coordination with the appropriate Property Custodian or his designated delegate. The individual taking the inventory should not be the Custodian charged with the items to be inventoried.
3. The type of inventory conducted will fall into one of three categories as indicated below:
 - a. New - The initial inventory for setting up the Tangible Personal Property Record of a new or reorganized department.
 - b. Annual - An inventory of all tangible personal property shall be taken once each fiscal year in each department.
 - c. Special - An inventory taken at the request of the Property Custodian, when there is a change of a Custodian or by direction of the Leon County Government Board of County Commissioners. An inventory shall be taken by Property Control of all tangible personal property within a department when there is a change in the Property Custodian or his designated Delegate.
4. The inventory will be an actual physical verification that a specific item exists at the site and in the condition indicated on the Tangible Personal Property Record. The most recent copy of the Tangible Personal Property Record will be used when in the conducting of the inventory.
5. Every item located on the inventory will be classified as to its general condition and serviceability.
 - a. Property other than vehicles:
 - 1) Condition "1", Good means the item is serviceable, new or in almost new condition showing little sign of wear and tear.
 - 2) Condition "2", Fair means the item is still serviceable for its primary ~~use,~~ but use, but use but shows definite signs of wear and tear.
 3. Condition "3", Poor means the item was found to be unserviceable at the time of inventory. Such items should be disposed of or declared surplus in accordance with applicable provisions in this manual.
 - b. Vehicle Condition Coding:
 - 1) Condition "1", Good, a serviceable vehicle with over 50% of its life

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- expectancy, mileage and/or operating hours ~~still remaining~~remaining.
2. Condition "2", Fair, a serviceable vehicle with less than 50% of its life expectancy, mileage and/or operating hours ~~still remaining~~remaining.
3. Condition "3", Poor, a vehicle which is determined to be unserviceable.
- c. Items previously marked or tagged, but for some reason the marking is not legible or is missing, will be retagged using the original Property Control Number.
6. ~~If, d~~During the Physical Inventory, if tangible personal property is found that is not on the property record, ~~and it is believed to be an asset of the County,~~ action will be taken by Property Control to evaluate it and place it on the Property Record in the department where it was found.
7. Upon completion of an inventory, the Property Custodian will acknowledge acceptance of all property as listed on the current inventory report. It shall be the responsibility of the Property Custodian to trace and reconcile to the satisfaction of Property Control all discrepancies existing between the inventory and the Tangible Personal Property Record. Any discrepancies remaining unreconciled 15 days after inventory, as authorized by the Board and the Rules of the Chief Financial Officer shall be ~~reported by Property Control to the Board of County Commissioners for disposition.~~placed in a holding category of items not found the first year. Each custodian with items in this category is provided a list and instructions to make every effort to locate the missing items. Items not found during the following annual inventory shall be deleted from the Property Control records.

SECTION VII SPECIAL ACCOUNTING AND REPORTING PROCEDURES

This section covers special procedures not otherwise outlined in this manual.

1. Lost or Stolen Property:
 - a. When it is evident that an item of tangible personal property has been lost or stolen, immediate action will be taken by the Property Custodian to locate it. If the items has been determined that it was stolen, the Property Control must supply the incident report that was received from law enforcement. If the item cannot be located, Property Control will be notified by memorandum by the Property Custodian.
 - b. Property Control will use the memorandum and any additional information as is appropriate as a basis ~~for preparing the necessary agenda request~~ to remove the item from the Property Records ~~subject to the approval of the Board of County Commissioners.~~
2. Tangible Personal Property Installed on Vehicles or on Other Major Items of Equipment:
 - a. In the interest of economy, the County may, from time to time, purchase a vehicle or a major piece of equipment and subsequently purchase additional items for installation using County manpower and resources to complete the piece of

equipment or to fill a special requirement.

- b. Items of this nature will not be accounted for ~~separately, but~~ separately but will be considered ~~part and parcel~~ a part of the basic major item. The Property Record will show the Base Cost as the cost of the basic item plus the cost of any additional item(s) installed thereon.
 - c. Items in this category include, but are not limited to, the following:
 - 1) Vehicle bodies.
 - 2) Installed hoists and winches.
 - 3) Installed air compressors.
 - 4) Storage tanks installed on vehicles or trailers.
 - 5) Installed flashing lights, light assemblies and sirens.
 - 6) Any other miscellaneous items ~~similar to~~ like those above.
 - d. Excluded from this policy are radios and communication equipment which will be shown on the Tangible Personal Property Record separately.
 - e. The Property Custodian will notify Property Control of any changes to the basic major item.
 - f. When County warrants or other acquisition documents reflect procurement of items as are described above, Property Control will prepare the necessary documents to add the item(s) to the basic piece of equipment on the Property Record.
 - g. When a vehicle or other major piece of equipment is disposed of or traded, and the installed property item is recaptured for subsequent use, it will be the responsibility of the Property Custodian to advise Property Control of the action and of the anticipated use of the recovered item.
3. Internal Transfer of Property Between Locations:
- a. Some Property Custodians have large accounts with tangible personal property located in several different ~~places~~ locations. Examples are: Tax Collector, Supervisor of Elections, Clerk of the Circuit Court, Public Library, and Public Works, ~~etc.~~. These ~~different locations~~ separate locations are identified on the Tangible Personal Property Record. It is the responsibility of the Property Custodian to advise Property Control of any transfer of tangible personal property from one location to another in order to keep the Property Record up to date. Notification should be made on the Transfer of Tangible Personal Property Form. Temporary transfers need not be reported, but all permanent or indefinite transfers should be reported as soon as they occur.
 - b. Property Control will update the Tangible Personal Property Record by entering all such transfers on the Property Record-Control Form when notified.

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

Policy No. 02-5

Title:	Tangible Personal Property Policy and Procedures
Date Adopted:	December 13, 2005
Effective Date:	December 13, 2005
Reference:	Chapter 274, Florida Statutes
Policy Superseded:	Policy No. 02-5, adopted April 16, 2002; Policy No. 98- , adopted November 24, 1998; Revised December 13, 2005

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that "Tangible Personal Property Policy and Procedures," adopted by the Board of County Commissioners on April 16, 2002, be superseded and a revised policy is hereby adopted in its place, to wit:

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SECTION I DEFINITIONS

1. County Tangible Personal Property is defined as property which:
 - a. is not fixed in place and not an integral part of a structure or facility;
 - b. is not an integral part or component of another piece of equipment;
 - c. has an original acquisition cost of \$1,000 or more;
 - d. is not consumed in use; and
 - e. has a useful life of one year or more after initial acquisition.
2. Property Custodian is defined as any department head, division head, or County employee under the Board of County Commissioners as designated by the County Administrator; any Constitutional Officer of the County, except for the Sheriff; the Court Administrator; and any other individual or entity having possession and control of County tangible personal property.
3. Custodian's Delegate means a person under the supervision of the Property Custodian, to which person the Custodian may delegate the use and immediate control of property, and from whom the Custodian may require custody receipts.
4. Property Control is the program within the Purchasing Division charged with the responsibility of maintaining the records for County tangible personal property, of conducting annual physical inventories of all tangible personal property owned by the County, of tagging or otherwise labeling property acquired by the County and of coordinating other matters related to County tangible personal property including its transfer, cannibalization, and disposal.
5. Fiscal Year means the County government's fiscal year (October 1 - September 30) as established by Section 129.04, Florida Statutes.
6. Surplus refers to items no longer needed or used by a custodian that are transferred to the Surplus Account and which may be obtained by other custodians.
7. Salvage refers to items that are unserviceable or uneconomically repairable and transferred to the Salvage Account pending Board approval for disposition through sale, donation or discard.
8. Storage refers to those items being stored at a facility other than the work location of a property custodian for use at a later date but retained on the custodian's inventory.

SECTION II TANGIBLE PERSONAL PROPERTY RECORDS AND REPORTS

1. Property Control shall record all tangible personal property acquired by the County in the Fixed Asset Accounting System. This system shall include all information required by Florida statute and the Rules of the Auditor General.
2. Each Property Custodian will be periodically furnished the Custodian Report of all property under his control. The Property Custodian should review the Custodian Report for accuracy and notify Property Control of any corrections required.
3. Property Control shall request monthly notification of property acquisitions from each property custodian.

SECTION III ACQUISITION OF TANGIBLE PERSONAL PROPERTY

1. Property is acquired by the County in several different ways:
 - a. By the direct purchase of property using County funds.
 - b. By donation from private individuals, state or other governmental agencies.
 - c. By the direct purchase of property using grant, state or federal funds.
 - d. By lease-purchase agreement.
2. Purchase of Property with County Funds:
 - a. Board Operations
 - 1) Each County Department, through the designated Department Head, is authorized to procure property through the County Purchasing Department if specifically budgeted in a "6400" object account and the individual item is over \$1000 in cost. Constitutional Officers have the authority to make procurements from their own budgets. The Sheriff's Department is specifically excluded from the provision of this manual.
 - 2) Acquisition by County Departments, except for the Health Department: The necessary information to record these procurements in the Fixed Asset Accounting System will be obtained by Property Control from the Finance Department through the data contained in paid vouchers. At the time this information is acquired, a property number will be assigned and the item will be tagged by Property Control in accordance with procedures described in Section VI of this policy.

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- b. Constitutional Officers (Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of Courts).
 - 1) The Departments under the Constitutional Officers acquire tangible personal property through procurement from their own budgets.
 - 2) In order for Property Control to record such items, it will be necessary for the Property Custodian/Delegate on these departments to provide information to Property Control for evaluation, tagging and subsequent inclusion of the property in the tangible personal property record. The Property Acquisition Form shall be used by the Custodian/Delegate to inform Property Control.
 - c. Health Department
 - 1) The Health Department receives tangible personal property through procurement with State and/or County funds.
 - 2) It will be necessary for the Custodian/Delegate to use the same Property Acquisition Form as described above to inform Property Control of all acquired tangible personal property items.
3. Property Donated to the County:
- Any tangible personal property donated to the County by governmental agencies, private enterprise or by individuals will be listed on the Property Acquisition Form by the appropriate Property Custodian and forwarded to Property Control within 15 days of receipt of such items. The form should include all known information on the item donated. Property Control will, as soon as possible, inspect the property and evaluate it as to serviceability and value, and then determine whether or not it should be included on the Property Record. All such items approved for inclusion in the inventory will be tagged and entered in the Tangible Personal Property Record.
4. Purchase of Property using grant, state or federal funds:
- Tangible personal property acquired by any County agency or department from other resources such as Federal or State Grants shall be accounted for in the same manner as property acquired with County Funds. The Finance Department will notify the Custodian of any exception to this standard procedure (OMB Circular No. A-87).
5. Lease-Purchase Agreements:
- a. In accordance with the criteria set forth in the Financial Accounting Standards Board's Statement No. 13, Accounting for Leases, all tangible personal property items acquired through lease-purchase agreement by any County department or agency will be included in the Tangible Personal Property Record at the beginning of the term of the agreement. Property Control will notify the department or agency receiving the item of any exception to this rule.

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- b. It is the responsibility of the Property Custodian or Delegate to inform Property Control of all lease-purchase agreements pertaining to tangible personal property and to provide them with a copy of the agreement.

SECTION IV PROPERTY TRANSFERS AND SURPLUS PROPERTY

1. Transfers of tangible personal property between Property Custodians will be handled as follows:
 - a. The Custodian losing the property will, for each different gaining Custodian, complete one Transfer of Tangible Personal Property Form. On the form, the losing Custodian will include for each item the following: the Property Control Number, a brief description (including its serial number), and the unit cost. The form will then be sent to Property Control to initiate the transfer. A copy of the form will be forwarded to Facilities Management to move the item(s). Then the original will be forwarded to the gaining Custodian to sign and return to Property Control.
 - b. Property Control will make the necessary adjustments to the property records.
2. Surplus property will be held in place and reported to Property Control. If a redistribution of the property is not immediately possible, it will be moved to a designated storage site and deleted from the reporting Custodian's Property Record by Property Control.

SECTION V CANNIBALIZATION AND DISPOSAL OF RESIDUES

When a decision has been reached at the Custodian level to cannibalize or dispose of unserviceable or uneconomically repairable equipment, the following procedure will apply:

1. Prior to actual disposal or cannibalization, a request form outlining the contemplated action and the reasons for it will be completed by the Custodian and forwarded to Property Control. A request for approval will be forwarded to the Board of County Commissioners by Property Control. The Property Custodian will be advised of the Board's action by Property Control. The original request for cannibalization/disposal, as approved by the Board of County Commissioners, will be the basis for deletion from the Tangible Personal Property Record.
2. The County Landfill is the designated location for all junked property, unless the property is prohibited from being dumped at the landfill by law or regulation.

SECTION VI PHYSICAL INVENTORY, TAGGING AND CONDITION CODING OF PROPERTY ITEMS

1. Each item of tangible personal property located in inventory shall be marked or tagged with its property number and the inscription, "Property of Leon County, Florida", in accordance with Chapter 10.400, Rules of the Auditor General.

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2. Physical inventories will be conducted by a Property Control Officer. Such inventories will be in coordination with the appropriate Property Custodian or his designated delegate. The individual taking the inventory should not be the Custodian charged with the items to be inventoried.
3. The type of inventory conducted will fall into one of three categories as indicated below:
 - a. New - The initial inventory for setting up the Tangible Personal Property Record of a new or reorganized department.
 - b. Annual - An inventory of all tangible personal property shall be taken once each fiscal year in each department.
 - c. Special - An inventory taken at the request of the Property Custodian, when there is a change of a Custodian or by direction of the Board of County Commissioners. An inventory shall be taken by Property Control of all tangible personal property within a department when there is a change in the Property Custodian or his designated Delegate.
4. The inventory will be an actual physical verification that a specific item exists at the site and in the condition indicated on the Tangible Personal Property Record. The most recent copy of the Tangible Personal Property Record will be used in the conducting of the inventory.
5. Every item located on the inventory will be classified as to its general condition and serviceability.
 - a. Property other than vehicles:
 - 1) Condition "1", Good means the item is serviceable, new or in almost new condition showing little sign of wear and tear.
 - 2) Condition "2", Fair means the item is still serviceable for its primary use, but shows definite signs of wear and tear.
 3. Condition "3", Poor means the item was found to be unserviceable at the time of inventory. Such items should be disposed of or declared surplus in accordance with applicable provisions in this manual.
 - b. Vehicle Condition Coding:
 - 1) Condition "1", Good, a serviceable vehicle with over 50% of its life expectancy, mileage and/or operating hours still remaining.
 2. Condition "2", Fair, a serviceable vehicle with less than 50% of its life expectancy, mileage and/or operating hours still remaining.
 3. Condition "3", Poor, a vehicle which is determined to be unserviceable.
 - c. Items previously marked or tagged, but for some reason the marking is not legible or is missing, will be retagged using the original Property Control Number.

Tangible Personal Property Policy and Procedures**Policy No. 02-5**

6. If, during the Physical Inventory, tangible personal property is found that is not on the property record, and it is believed to be an asset of the County, action will be taken by Property Control to evaluate it and place it on the Property Record in the department where it was found.
7. Upon completion of an inventory, the Property Custodian will acknowledge acceptance of all property as listed on the current inventory report. It shall be the responsibility of the Property Custodian to trace and reconcile to the satisfaction of Property Control all discrepancies existing between the inventory and the Tangible Personal Property Record. Any discrepancies remaining unreconciled 15 days after inventory shall be reported by Property Control to the Board of County Commissioners for disposition.

SECTION VII SPECIAL ACCOUNTING AND REPORTING PROCEDURES

This section covers special procedures not otherwise outlined in this manual.

1. Lost or Stolen Property:
 - a. When it is evident that an item of tangible personal property has been lost or stolen, immediate action will be taken by the Property Custodian to locate it. If the item cannot be located, Property Control will be notified by memorandum.
 - b. Property Control will use the memorandum and any additional information as is appropriate as a basis for preparing the necessary agenda request to remove the item from the Property Records subject to the approval of the Board of County Commissioners.
2. Tangible Personal Property Installed on Vehicles or on Other Major Items of Equipment:
 - a. In the interest of economy, the County may, from time to time, purchase a vehicle or a major piece of equipment and subsequently purchase additional items for installation using County manpower and resources to complete the piece of equipment or to fill a special requirement.
 - b. Items of this nature will not be accounted for separately, but will be considered part and parcel of the basic major item. The Property Record will show the Base Cost as the cost of the basic item plus the cost of any additional item(s) installed thereon.
 - c. Items in this category include, but are not limited to, the following:
 - 1) Vehicle bodies.
 - 2) Installed hoists and winches.
 - 3) Installed air compressors.
 - 4) Storage tanks installed on vehicles or trailers.
 - 5) Installed flashing lights, light assemblies and sirens.
 - 6) Any other miscellaneous items similar to those above.
 - d. Excluded from this policy are radios and communication equipment which will be shown on the Tangible Personal Property Record separately.
 - e. The Property Custodian will notify Property Control of any changes to the basic

Tangible Personal Property Policy and Procedures
Policy No. 02-5

major item.

- f. When County warrants or other acquisition documents reflect procurement of items as are described above, Property Control will prepare the necessary documents to add the item(s) to the basic piece of equipment on the Property Record.
- g. When a vehicle or other major piece of equipment is disposed of or traded, and the installed property item is recaptured for subsequent use, it will be the responsibility of the Property Custodian to advise Property Control of the action and of the anticipated use of the recovered item.

3. Internal Transfer of Property Between Locations:

- a. Some Property Custodians have large accounts with tangible personal property located in several different places. Examples are: Tax Collector, Supervisor of Elections, Clerk of the Circuit Court, Public Library, Public Works, etc. These different locations are identified on the Tangible Personal Property Record. It is the responsibility of the Property Custodian to advise Property Control of any transfer of tangible personal property from one location to another in order to keep the Property Record up to date. Notification should be made on the Transfer of Tangible Personal Property Form. Temporary transfers need not be reported, but all permanent or indefinite transfers should be reported as soon as they occur.
- b. Property Control will update the Tangible Personal Property Record by entering all such transfers on the Property Record when notified.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #16

Leon County Board of County Commissioners

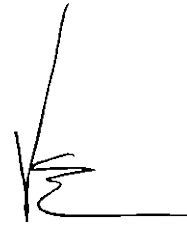
Agenda Item #16

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: 2019 Leon County Annual Report



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Mathieu Cavell, Assistant to the County Administrator Sara Pratt, Senior Public Information Specialist

Statement of Issue:

This item serves to present the County Administrator's 2019 Annual Report, which describes the state of the County, the performance of the County organization, and the progress of the previous year.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the 2019 Annual Report.

Report and Discussion

Background:

Policy No. 11-6, "County Administrator Performance Evaluation and Annual Reporting Process" requires the County Administrator to prepare an annual report, which provides a detailed analysis, summarizing the state of the County, based upon the prior fiscal year, and present the report for acceptance by the Board at the second regularly scheduled Board meeting in September of each year. Additionally, the policy requires presentation of the annual report to at least two community meetings conducted outside of the Courthouse, and to publish a summary of the annual report in a newspaper of general circulation.

The reporting requirements set forth in Policy No. 11-6 are consistent with Section 125.85(1), Florida Statutes, to "Report annually, or more often if necessary, to the board of county commissioners and to the citizens on the state of the county, the work of the previous year, recommendations for action or programs for improvement of the county, and the welfare of its residents."

Analysis:

Consistent with Policy No. 11-6, the County Administrator has prepared the 2019 Leon County Annual Report. The annual report will be physically distributed during the September 24, 2019 Board meeting, and a brief presentation has been prepared for the meeting.

Additionally, consistent with Board policy, the County Administrator will present the annual report at two meetings outside of the Courthouse, and a summary of the annual report will be published in a newspaper of general circulation.

Options:

1. Accept the 2019 Leon County Annual Report.
2. Do not accept the 2019 Leon County Annual Report.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17

Leon County Board of County Commissioners

Agenda Item #17

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of a Resolution Encouraging the Elimination of Single-Use Plastic Straws and a County Policy Banning their Use in County Operations and at County Events

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship
Lead Staff/ Project Team:	Tessa Schreiner, Recycling and Sustainability Manager

Statement of Issue:

This agenda item seeks Board consideration of a resolution encouraging businesses and individuals to eliminate the use of single-use plastic straws/single-use plastics and consideration of a policy banning the sale and distribution of single-use plastic straws and Styrofoam in County operations and at County events.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt a resolution (Attachment #1) encouraging businesses and individuals to eliminate the use of single-use plastic straws and other single-use plastics.

Option #2: Adopt a policy (Attachment #2) banning the sale and distribution of single-use plastic straws and expanded polystyrene, "Styrofoam," in County operations and at County events.

Report and Discussion

Background:

This status report is essential to the following FY2017-FY2021 Strategic Initiatives and 5-Year Targets:

- *Develop strategies to increase recycling and reuse rates. (2016-14)*
- *Develop an action plan to further reduce the County Government's carbon footprint. (2018-2)*
- *75% community recycling rate. (T7)*

These particular Strategic Initiatives and 5-Year Target align with the Board's Environment Strategic Priorities:

- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*
- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

At the May 14, 2019 meeting, the Board directed staff to prepare an agenda item exploring ways to address the issues of single-use plastic straw pollution, including strategies that the County could adopt to help abate the problem.

Staff presented the agenda item at the July 9, 2019 meeting and the Board then directed staff further to:

- Expand education of internal staff and the community at-large on ways to reduce single-use plastic straws
- Draft a resolution encouraging businesses and individuals to eliminate the use of single-use plastic straws and other single-use plastics
- Draft a policy for Board consideration banning the sale or distribution of single-use plastic straws and expanded polystyrene, or "Styrofoam," in County operations and at County events
- Gather additional input from disability advocates, the Florida Restaurant and Lodging Association, the Capital Area Sustainability Compact, and the Florida League of Women Voters and prepare additional analysis on banning the sale or distribution of single-use plastic straws countywide, including options and recommendations for: which commercial establishments might be included, exemptions to be considered, timelines for implementation and options for penalties and enforcement

As detailed in the analysis section, the League of Women Voters, the Florida Restaurant and Lodging Association and Disability Florida do not support a community-wide ban at this time, but do support continued and expanded education on reducing the use of single-use plastics.

In addition, the Board requested staff engage Sustainable Tallahassee to explore a joint purchasing group for local businesses as well as a program that recognizes sustainable practices in businesses. This agenda item includes an update and analysis of each of the elements above.

Twenty-six municipalities and one county around the State of Florida have adopted policies and ordinances regulating the use and distribution of single-use plastics, including plastic straws. These policies and ordinances range in scope of the types of items included (i.e. straws, Styrofoam, etc.) and the entities impacted by the ban. Cities including Coral Gables, Largo, and Orlando have banned single-use plastic straws and expanded polystyrene on city-owned property and permitted events. Going a step further, cities including Fort Lauderdale, Miami Beach, and Sarasota have banned single-use plastic straws and expanded polystyrene on city-owned property, permitted events, and at certain commercial establishments. The communities of Fort Myers Beach, Hallandale Beach, and Coconut Creek have banned single-use plastic straws citywide. Only one other county in Florida, Miami-Dade, has regulated the use of a single-use plastic, “Styrofoam,” on county-owned property.

More Florida cities and counties are considering adopting single-use plastic straw bans following a decision in May 2019 by Governor Ron DeSantis to veto House Bill 771, which would have placed a moratorium on local governments regulating single-use plastic straws until 2024. However, recent developments have occurred regarding Florida’s laws preempting local governments from banning single-use plastic bags and expanded polystyrene.

In 2008, Florida became the first state to enact a preemption on plastic bag bans and fees. In 2016, state lawmakers passed a bill barring local governments from regulating food-related expanded polystyrene, or “Styrofoam,” containers and made the prohibition retroactive for any ordinances passed after January 1, 2016. Coral Gables passed a citywide ban on expanded polystyrene in February of 2016 and was later sued by the Florida Retail Federation and Super Progreso, Inc. challenging the ban’s legality. The Miami-Dade Circuit Court later ruled in favor of Coral Gables’ ban, stating the law unconstitutional. However, in August 2019, the Third District Court of Appeal overturned the circuit court ruling, thus halting the ban. Earlier this year, the City of Gainesville and Alachua County voted to establish a ban on expanded polystyrene containers and single-use plastic bags community-wide. However, in August, both Alachua County and the City of Gainesville repealed their bans due to the hospitality industry’s concerns and the result of the Coral Gables lawsuit.

While local governments in Florida are preempted from regulating single-use plastic bags and expanded polystyrene community-wide, they are not barred from banning other single-use items community-wide, nor from banning any single-use items on local government property or events. These types of options and others are discussed in the table below in the Analysis section.

Analysis:

At the July 9, 2019 meeting, the Board directed staff to move forward with expanding education on reducing the use of single-use plastics, draft a resolution and policy for the Board's review, gather input from stakeholders, and provide further analysis on a community-wide ban of single-use plastic straws. Analysis on these items are provided in two subsections:

- 1) Voluntary reduction, inclusive of expanding educational outreach, a Resolution encouraging businesses and individuals to eliminate the usage, joint purchasing options for community entities, and business recognition efforts; and
- 2) Mandated reduction, inclusive of a draft policy banning the sale or distribution of single-use plastic straws and expanded polystyrene, or "Styrofoam," in County operations and at County events, and additional analysis on banning the sale or distribution of single-use plastic straws countywide.

Voluntary Reduction:

Enhanced education - In an effort to expand education of the community at-large and internal County staff on reducing the use of single-use plastics, staff will take a multipronged approach targeting greater awareness of the impacts of single-use plastics and alternative options available.

- Work with Sustainable Tallahassee's Super Rs (reduce, reuse, recycle) Committee, a waste reduction committee, on strategies to expand education community-wide for single-use plastic reduction;
- Develop and deploy a community-wide campaign focused on single-use plastic reduction using multiple platforms including social media, radio, etc.;
- Continue to work and consult with organizations and businesses who are looking for single-use plastic alternatives by helping provide resources on low cost options;
- Highlight and recognize local businesses who have made the transition away from single-use plastic items through a new sustainable business recognition program that will be discussed in further detail later in this item;
- County employees will receive reusable, aluminum straws as part of New Employee Orientation, Workplace Sustainability Workshops, and the Green Team;
- Through employee emails, single-use plastic reduction strategies will be highlighted and resources on alternative options to single-use plastic items will be provided;
- County purchasing selections will be adjusted by engaging key staff within all County work areas on sustainable purchasing options.

Resolution for community-wide reduction - An additional strategy to encourage County businesses and citizens to voluntarily reduce or stop the use of single-use plastic straws and polystyrene products is through a Board resolution. A Resolution encouraging the voluntary reduction of the use of single-use straws and other single-use plastics by businesses and citizens in Leon County has been drafted for the Board's consideration (Attachment #1). The Resolution

underscores Leon County's commitment to sustainability, encourages restaurants and other businesses to reduce the use of single-use plastics, and reiterates the County's dedication to expanding public outreach efforts on the topic. If adopted, this Resolution will be shared with local stakeholder groups such as the Chambers of Commerce, Florida Restaurant and Lodging Association (FRLA), Sustainable Tallahassee and members of the Capital Area Sustainability Compact.

Joint purchasing – At the July 9, 2019 meeting, the Board suggested that staff engage Sustainable Tallahassee on the opportunity to create a joint purchasing group for local businesses to purchase sustainable items in bulk as well as the opportunity to establish a program that recognizes businesses that have limited single-use plastics.

Staff spoke with the chair of the “Super Rs” Committee, Sustainable Tallahassee's Waste Reduction Committee, who said the committee is pursuing the opportunity to create a purchasing group for local businesses to purchase sustainable items in bulk and at a more economic rate. This new program is still in the beginning phases of development.

Business recognition – The Board also expressed interest in the topic of a sustainable business recognition program. Staff engaged leadership of Sustainable Tallahassee as well as the “Super Rs” Committee chair. Sustainable Tallahassee evaluated implementing a business recognition program, however, staffing resources were insufficient to launch a successful program. Sustainable Tallahassee does not have any plans in the near future to restart the program.

After speaking with Sustainable Tallahassee, staff conducted preliminary research on sustainable business recognition and certification programs from around the country. As part of the County's efforts to encourage voluntary elimination of single-use plastics and the overall use of sustainable practices, the County will proceed with creating a program for Leon County businesses. The City of Tallahassee's Sustainability and Community Preservation Office has also expressed interest in partnering with the County on this program. Staff of Leon County and the City of Tallahassee will explore program structure options and an update on program development progress will be provided in the annual sustainability report to the Board in December.

Key community organizations – Members of the Capital Area Sustainability Compact are the largest organizations in the community, and thus collectively can make a significant impact on driving sustainable progress in Leon County. Compact members were engaged to learn what steps their respective organizations were taking and received feedback on Leon County's proposed actions. Multiple Compact members are taking steps to reducing their use of single-use plastics, including straws and expanded polystyrene.

- City of Tallahassee: The City Commission asked for a staff report on which other communities in Florida are banning single-use plastics and the type and scope of ban they are implementing. The City Commission is currently reviewing this report, though a formal recommendation for next steps has not yet been made.

- TMH: Tallahassee Memorial Healthcare utilizes Sodexo as a vendor to operate their food services and cafeteria. Sodexo is following the Better Tomorrow Plan that includes a multistep approach to decreasing waste. This approach includes eliminating single-use plastic take-out bags and plastic stirrers by the end of 2019, reducing straw use by adopting a “by request” policy and shifting plastic straws to more sustainable materials, and eliminating expanded polystyrene food containers by 2025.
- FAMU: Student-led initiatives are encouraging the reduction of single-use plastics on campus, and the University is looking into additional strategies including working with their food service provider, Metz, on the provider’s initiative “The Last Straw.”
- FSU: Florida State has been working on educating the campus community and providing promotional items that support the elimination of single-use plastics, including reusable straws, utensils, and water bottles.

The Compact’s next Waste Reduction Working Group meeting will focus on the topic of single-use plastic reduction strategies for Compact members. This will give the working group members an opportunity to learn from what other organizations are doing and identify potential opportunities for collaboration. Compact members can learn from each other, identify ways to leverage one another’s efforts, and build into a potential community-wide effort.

In order to drive true progress in community sustainability, efforts cannot be done alone. The topic of reducing single-use plastics is no different and will require a combined effort of large organizations and community members to truly make a difference. The Compact was created to tackle challenges in sustainability, and this topic is a perfect example of how Compact members can learn from each other, adopt best practices for internal operations and efforts, and combine forces to make a big change throughout the community.

Mandated Reduction:

County operations and at County events - At the July 9, 2019 meeting, the Board directed staff to draft a policy for Board consideration banning the sale or distribution of single-use plastic straws and expanded polystyrene, or “Styrofoam,” in County operations and at County events. Eliminating the use of single-use plastic straws and expanded polystyrene in County operations is an opportunity for the County to lead by example both in the community and statewide. Should the Board adopt this policy (Attachment #2), Leon County will be the first county in the State of Florida to ban single-use plastic straws in government operations, and the second county in the State to ban expanded polystyrene in government operations.

At the beginning stages of drafting this policy, in-depth meetings were conducted with several primary Leon County work areas to identify their current usage and ensure the policy will not substantially interfere with operations. This feedback was vital in creating a policy that is tailored to Leon County’s specific operations and scope. Many County work areas have already transitioned away from single-use plastic straws and expanded polystyrene.

Additionally, staff reviewed other local government policies which address bans internal to municipal operations. In order to provide clarity of what constitutes a County facility, operations, and an event, it is recommended that the ban will apply to the following:

- Meeting rooms, breakrooms, and kitchens
- County-hosted events, or events in which Leon County is the primary collaborator (e.g. Press the Chest, Day of Service, cross-country events at Apalachee Regional Park, Village Square Citizen Engagement series)
- Permitted fundraising events or gatherings on County Parks property (e.g. Bluebird Run at J.R. Alford Greenway)
- Private tenants selling food in County-owned, government function building (e.g. Tony's Courthouse Cafe)
- Food and beverage vending contracts (e.g. Community Coffee, Perq's)

It is recommended that the following entities and events will be exempt from the ban:

- Individual citizens and employees who bring single-use plastic straws and expanded polystyrene onto County property for personal use
- Events for which the County is not a primary collaborator or host
- Events or gatherings on County property that do not require a special-use permit
- Intergovernmental agencies (i.e. PLACE and GIS; though not mandated, agencies will be encouraged to follow policy)
- Concession stands at Leon County Parks (e.g. Pop Warner or Little League games.)
- Private tenants in County-owned buildings (e.g. Bank of America, Huntington Oaks Plaza, etc.)
- Constitutional Offices

The exempt entities and events will still be encouraged to choose alternatives to single-use plastic straws and expanded polystyrene. Staff will create and distribute various resources to help guide both employees and other stakeholders towards sustainable alternatives. Specifications about what areas and events fall under the policy will be detailed in internal protocol overseen by the Office of Sustainability. Such protocol is intended to be developed in conjunction with key work areas that host events or operate public facilities such as Tourism, Community Media Relations, and Parks and Recreation.

The policy addressing County operations and events does not include any fines for infractions, as County work areas will engage directly with vendors, contractors, and event organizers to ensure that the correct materials are being purchased and distributed. Where appropriate, contracts will be amended to include this new ban.

Adoption of this policy would complete action item 3C in the County's Integrated Sustainability Action Plan (ISAP), "analyze a ban on polystyrene at County parks and property". This policy is

a significant step towards reducing waste and further integrating sustainability into County operations.

Potential Community-wide:

Implementing a ban of single-use straws and polystyrene internal to County operations ensures the County leads by example and learns from the experience and potential challenges that may arise from implementing such a change. In addition to the inward focus, the Board requested analysis of a possible community-wide ban of single-use plastic straws and polystyrene. As directed by the Board at the July 9, 2019 meeting, this item provides additional input and feedback from disability advocates, the Florida Restaurant and Lodging Association, and the Florida League of Women Voters on the topic of single-use plastics. A summary of this feedback is detailed below, followed by an analysis on banning the sale or distribution of single-use plastic straws countywide.

Stakeholder Feedback

- *Disability Rights Advocate, Department of Justice*

As various communities around the State of Florida expand regulation of single-use plastic straws, many are engaging disability rights organizations and advocates to ensure that there is appropriate inclusivity in policies. In context of a potential Leon County policy banning such items, staff engaged an Americans with Disabilities Act (ADA) representative from the Department of Justice to understand if there are any existing policies or guidelines related to single-use plastic straw bans and their impact on individuals with disabilities. The Department of Justice does not have any policy, guideline, or regulation that requires municipalities to provide single-use plastic straws for events or at County facilities. Similarly, the Department of Justice does not have a policy, guideline, or regulation that requires businesses to provide single-use plastic straws at their establishments.

- *Disability Rights Advocate, Disability Rights Florida*

The organization is not in favor of an outright ban on single-use plastic straws, as it would have a negative impact on individuals with disabilities who need straws. However, Disability Rights Florida would support an “upon request” ban, which would mean that straws are only distributed upon request and that all restaurants and events are required to have single-use plastic straws for anyone that asks for one. Disability Rights Florida has not identified a viable alternative to single-use plastic straws that are suitable for individuals with disabilities. As it pertains to a ban on expanded polystyrene, Disability Rights Florida does not have any concern with banning the distribution and use of expanded polystyrene products.

- *Florida Restaurant and Lodging Association (FRLA)*

The Association does not support an outright ban of single-use plastic straws. In summary, FRLA supports local governments enacting single-use plastic bans on city and county property. FRLA also supports commercial establishments voluntarily reducing single-use plastics like straws and expanded polystyrene. The Association suggests that the hospitality industry can take a two-pronged approach of (1) adopting a policy of providing straws upon request only and (2) allowing for use of straws made of alternative materials.

- *League of Women Voters of Tallahassee*

The League strongly supports an overall reduction of the use of single-use plastics and supports the County's efforts to reduce single-use plastics in government operations. In addition, they emphasized the need for the commercial sector to take a similar step in reducing the use of single-use plastics and encouraged the County to revisit the possibility of a community-wide ban on some single-use plastic items in the future. Following the in-person meeting, the League sent a letter of support summarizing their views and input (Attachment #3).

Policy Analysis: Community-wide ban

As mentioned in the background section, more than twenty-five local municipalities around the State of Florida have banned the sale or distribution of single-use plastic straws community-wide. These regulations vary in scope, exemptions, timeline for implementation, and types of penalties and enforcement. As the Board requested at the July 9 meeting, the table below outlines the various options and approaches that a community-wide ban could take. The table features various policy criteria options that are drawn from existing regulations around Florida and presented in the table from least to most encompassing. A short description of each policy criteria is provided below:

- **Regulated Item** – The types of items that can be regulated by Florida local governments community-wide, including plastic straws, plastic stirrers, and plastic flatware and not listing preempted items such plastic bags and expanded polystyrene.
- **Policy** – The specific regulation options including providing plastic straws and stirrers “upon request” and specifying allowable alternatives to expanded polystyrene (i.e. items that are biodegradable, compostable, etc.)
- **Timeline** – The time frames for rollout of a program and when fines may begin to be issued.
- **Fines** – The penalties for violating the policy including options for education and various fine amounts.

- Intended Target – The types of businesses that would be included in the policy, such as restaurants, bars, hotels, food trucks, etc.
- Enforcement – The governing bodies that could enforce the policy.
- Exemptions: Items – The types of items that may be exempt from the policy, including prepackaged food, medical items, etc.
- Exemptions: Locations – The types of locations that may be exempt from the policy, including medical facilities, government offices, universities, etc.
- Exemptions: People – The types of people that may be exempt from the policy, including those that make a request for a single-use plastic straw

In addition, as requested by the Board, the policy table provides possible policy recommendations if an ordinance was considered. These recommendations are highlighted as gray boxes in the following table:

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Community-Wide Single-Use Plastic Policy Matrix

The rows and columns in this table are independent of each other and provide up to four alternative approaches each policy criteria could take to compose a comprehensive ordinance.

In addition, as requested by the Board, the policy table provides possible policy recommendations if an ordinance was considered. These recommendations are highlighted as gray boxes in the table.

Policy Criteria	1	2	3	4
Regulated Item	Plastic Straws, Plastic Stirrers	Plastic Straws, Plastic Stirrers, and Plastic Flatware / Dinnerware	-	-
Policy	Supply straws and stirrers upon request only	Supply straws and stirrers upon request only; supply a 40% minimum post-consumer recycled version of other items	Supply straws and stirrers upon request only; supply a biodegradable, compostable, and/or recyclable alternative of other items	Supply a reusable alternative, upon request only (if a fee is applied, it cannot be greater than 150% of the item's wholesale price)
Timeline	12-month education period and then violators must complete required educational class	12-month education period and then violators must complete required educational class in addition to issuance of fines	6-month education period and then issuance of fines	-
Fines	None	Education in lieu of fine	Notice of violation and then a \$50 fine for any subsequent violations	Fine schedule ranging from \$50-\$500, dependent on the number of violations
Intended Target	Restaurants, Bars, and Cafes	Restaurants, Bars, Cafes, and Food Trucks	Restaurants, Bars, Cafes, Food Trucks, and Hotels	Restaurants, Bars, Cafes, Food Trucks, Hotels, & Retail Stores
Enforcement	None	Code Enforcement Board	Law Enforcement	-
Exemptions: Items	Prepackaged food and beverage products, medical items	Prepackaged food and beverage products	-	-
Exemptions: Locations	Medical or dental facilities; Hospitals; Nursing homes or assisted living facilities; School district or City, State, or Federal Governmental entities; Universities and Colleges; Movie Theaters	Medical or dental facilities; Hospitals; Nursing homes or assisted living facilities; School district or City, State, or Federal Governmental entities; Universities and Colleges; Movie Theaters	Medical or dental facilities; Hospitals; Nursing homes or assisted living facilities; School district or City, State, or Federal Governmental entities; and Universities and Colleges	Medical or dental facilities; Hospitals; Nursing homes or assisted living facilities; School district or City, State, or Federal Governmental entities
Exemptions: People	Consumers who may require and request the use of a single-use plastic straw	-	-	-

As the table demonstrates, there are various options to consider in a community-wide ban. For the communities that have adopted a community-wide ban, each tailored the ban to meet the specific characteristics of their community. For example, some coastal communities such as the City of Miami and the City of Hollywood have enacted a ban on single-use plastics for food establishments and vendors within a certain distance from a body of water.

Pursuant to the Leon County Charter, any ordinance approved by the Board would also need to establish whether the regulation applies Countywide or only in the unincorporated area. In the event the County and City have conflicting ordinances, the City ordinance would prevail in the City limits. The City currently does not have any regulation prohibiting straws.

Conclusion

This item provides recommendations for a multifaceted approach to changing behavior through both voluntary and mandatory elements in order to reduce the use of single-use plastics. This approach integrates input from various local stakeholder groups and are collectively supportive of the County's efforts. Should the Board proceed with the proposed recommendations, next steps include expanding education on reducing single-use plastics, implementing the County's policy, and developing a sustainable business recognition program for local businesses. An update on all of these items will be included in the annual sustainability report to the Board this December. Collectively, the efforts detailed in this item provide an opportunity for Leon County to lead by example in the community and in the State on waste reduction strategies and sustainability.

Options:

1. Adopt a Resolution encouraging businesses and individuals to eliminate the use of single-use plastic straws and other single-use plastics (Attachment #1).
2. Adopt a policy banning the sale and distribution of single-use plastic straws and expanded polystyrene, "Styrofoam," in County operations and at County events (Attachment #2).
3. Draft an ordinance banning the sale and distribution of single-use plastics community-wide for Board consideration.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Plastic Straw Resolution in support of business
2. Leon County Single-use Plastic Straws and Expanded Polystyrene Products Policy
3. League of Women Voters of Tallahassee Letter of Support

LEON COUNTY RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ENCOURAGING AND SUPPORTING THE VOLUNTARY REDUCTION OF SINGLE-USE PLASTIC STRAWS, EXPANDED POLYSTYRENE (“STYROFOAM”), AND OTHER SINGLE-USE PLASTICS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, according to a report on single-use plastics published by the United Nations Environment Programme, only nine percent of the nine-billion tons of plastic that has ever been produced has been recycled; and

WHEREAS, research shows that more than 80% of marine debris originates on land, primarily as litter in urban runoff; and

WHEREAS, while Leon County is not a coastal community, the County recognizes that reducing the use of single-use plastic products, where viable alternative or reusable products are available, will reduce the amount of total litter that will end up in storm drains and discharge into waterways; and

WHEREAS, Leon County has prioritized its commitment to the environment and sustainability by adopting strategic goals focused on a strong local economy, environmental protection and conservation; and

WHEREAS, a reduction in single-use plastics and expanded polystyrene, or “Styrofoam,” consumption will help the County reach its sustainability and waste reduction goals; and

WHEREAS, it can be acknowledged that many businesses have already taken affirmative steps to reduce single-use, non-recyclable plastics and that these and other proactive efforts to ultimately eliminate plastic pollution are encouraged; and

WHEREAS, the Leon County Board of Commissioners has determined that the reduction of single-use plastics within the County is essential to the health and well-being of the County’s residents and natural systems;

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

Section 1. Reduction of Single-Use Plastic.

1. The County encourages restaurants, retail businesses, and hotels operating within the County to reduce the use of single-use plastic straws, bags, expanded polystyrene, and other single-use plastics through policies, practices, and the use of alternative products deemed appropriately by the restaurants.
2. The County encourages all Leon County citizens and visitors to reduce their use of single-use plastics including, but not limited to, plastic straws, plastic stirrers, plastic bags, plastic utensils, and expanded polystyrene.
3. The County supports efforts to repeal current state laws that preempt local government regulations of plastic bags and local government regulation of the use and sale of polystyrene products.
4. The County will continue to grow its public outreach efforts related to the societal, economic, and environmental impact of plastic pollution and the reduction of single-use plastic items with a target audience including employees, residents, visitors, and students within the County.

Section 2. Effective Date.

This resolution shall have effect upon adoption.

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

Board of County Commissioners
Leon County, Florida

Policy No. 19-

Title: Single-use Plastic Straws and Expanded Polystyrene Products

Date Adopted: September 24, 2019

Effective Date: October 1, 2019

Reference: None

Policy Superseded: None

It shall be policy of the Board of County Commissioners of Leon County, Florida that a new policy entitled “Single-use Plastic Straws and Expanded Polystyrene Products” is hereby adopted, to wit:

I. Purpose

The purpose of this policy is to eliminate the use and distribution of single-use plastic straws and expanded polystyrene in County operations and events. Additionally, the policy is to provide standards for which the ban will apply or allowable exemptions. A detailed internal protocol is to be developed and overseen by the Office of Sustainability.

II. Scope

The policy applies to the employees and operations of the Leon County Government in the provision of food or beverages. Private vendors selling food or beverages in County-owned government function buildings shall abide by the standards of this policy. Intergovernmental agencies for which Leon County is a party are encouraged but not required to eliminate usage. The Policy does not apply to tenants within County owned facilities including Constitutional Offices, and private lease tenants.

III. Operations

Single-use plastic straws and expanded polystyrene shall be eliminated from the operations and service of Leon County Government. The policy is not intended to restrict personal use by individual citizens and employees.

Elimination shall include daily operations in performing County business such as but not limited to: citizen committee meetings, Board meetings, and the gathering of County employees for trainings and celebrations. The ban shall apply to all County owned or operated facilities including: meeting rooms, breakrooms, kitchens and outdoor spaces.

IV. Events

Single-use plastic straws and expanded polystyrene shall be eliminated from the events hosted by Leon County Government.

County-hosted events shall include events in which Leon County is the primary host or collaborator. In Leon County Parks, events shall include permitted fundraising events or gatherings. Events which have authorized use of concession stands are encouraged but not required to eliminate usage. The policy does not apply to reservations of Community Centers or meeting rooms, unless the nature of such a gathering is for purposes of fundraising event permitted by Leon County Parks and Recreation.

V. Definitions

Expanded Polystyrene or “Styrofoam”: a synthetic polymer made from the styrene monomer for use as disposable food service ware that include items such as containers, plates, and cups.

Plastic: a synthetic material derived from petroleum or a biologically-based polymer.

Single-use: food service-related products that are designed to be used only once in the same form and then disposed of or destroyed.

Straw: a tube intended for transferring a beverage from its container to the mouth of the drinker, or stirrer for mixing a beverage in its container or to plug such container.



1400 Village Square Blvd., Suite 3 Box 115
Tallahassee, FL 32312
August 16, 2019

Tessa Schreiner
Recycling and Sustainability Manager
Office of Resource Stewardship, Leon County
1907 S. Monroe St
Tallahassee, FL 32301

Dear Ms. Schreiner,

I want to thank the Commissioners and yourself for reaching out to Tallahassee's League of Women Voters and seeking the League's input on the issue of single-use plastics, especially with regards to polystyrene and plastic straws/stirrers.

Given the shocking amount of plastics in our oceans, the significant proportion of plastics in our landfills, the unhealthy infiltration of the environment by microplastics, and our dependency on use of petrochemicals to produce those plastics, there is no question the most of us are becoming alarmed by the disturbing consequences of our throw-away plastic culture.

Unfortunately, state law has hamstrung the ability of local jurisdictions to take meaningful action with respect to placing limitations on the avalanche of single-use plastics in their communities. A small window allows the local government to limit the distribution of polystyrene products on county or city property, and the recent veto of a bill that that would have preempted the regulation of plastic straws to the state has made us aware of the potential for regulating the distribution of plastic straws and stirrers on both county property and at the commercial level.

We applaud the county commission for taking on this issue, and thoroughly support their self-restriction of the use of polystyrene and plastic straws on county property. This is entirely aligned with the county's Strategic Initiatives and 5-Year Targets. It also demonstrates a commitment that bodes well for the newly signed Capital Area Sustainability Compact in which the county is a founding member.

We are sympathetic with the commission's initial reluctance to impose a limitation or ban on the retail distribution of plastic straws before first encouraging voluntary reductions and we are enthusiastic about the county's proposed education effort to make that strategy work. We stand ready to help you with that education effort.

Tessa Schreiner, page 2

However, we cannot emphasize too strongly that to make that work we need the commercial sector to step up to the plate, not only with respect to plastic straws but for all single-use plastics. It's just good citizenship. Doing so would not only help ensure a clean and attractive environment for our residents and tourists but would help make a serious dent in the amount and cost of dealing with disposable waste in our county.

For that reason, we would ask that the commission commit to revisiting this approach in two years. If we are not seeing voluntary retail cooperation to reduce single-use plastics, perhaps it will be appropriate to go further. Recent advances in the development of alternatives to plastic straws makes this totally viable. And as many have logically observed, any concerns over the increased cost of such straws, if any, are neutralized by simply not distributing straws, except upon request.

While plastic straws are a relatively minor part of the single-use plastic issue, unfortunately, that is all that the legislature allows us to address. Well then, let's do what we can! Let's begin a dialogue about how small acts by individuals can bring about real change for everyone's betterment. Community actions like this help to send the message that the residents of this state seek an increased state commitment towards reducing the flood of single-use plastics.

You can count on the League to support you in this endeavor. Let us know how we can assist you. Please contact Meta Calder (metaorleans@gmail.com) if you have any questions.

Sincerely,

Teri Cleeland

Teri Cleeland, President
League of Women Voters of Tallahassee
<https://www.lwvtallahassee.org/>

**Leon County
Board of County Commissioners
Notes for Agenda Item #18**

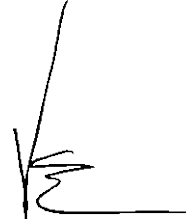
Leon County Board of County Commissioners

Agenda Item #18

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Approval to Issue an Invitation to Bid for the Exclusive Franchise to Provide Waste Collection Services in Unincorporated Leon County

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

Statement of Issue:

The current contract for unincorporated area curbside waste collection services will expire in September 2020. This item seeks approval to begin the solicitation for the exclusive franchise, with the Board awarding a new Agreement to the lowest responsive and responsible bidder in December 2019. This proposed timeline will provide for a nine-month transition period.

Fiscal Impact:

This item has no fiscal impact. The bid award will determine the cost of subscription curbside residential solid waste collection for the unincorporated area of Leon County beginning October 1, 2020.

Staff Recommendation:

Option #1: Approve the issuance of an Invitation to Bid for the exclusive franchise to provide waste collection services in unincorporated Leon County (Attachment #1).

Report and Discussion

Background:

Leon County's current contract for unincorporated area curbside waste collection services will expire in September 2020. This item seeks approval to begin the solicitation for the exclusive franchise, with the Board awarding a new Agreement to the lowest responsive and responsible bidder in December 2019. The proposed timeline will provide for a nine-month period to ensure appropriate time for a vendor to transition if necessary.

The County's current franchise agreement with Waste Pro was awarded through a competitive Invitation to Bid (ITB) in 2013. The rate bid by Waste Pro was approximately 31% lower than that paid by subscribers previously. The franchise agreement includes the exclusive collection of residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription (i.e. voluntary) basis. Currently an estimated 27,200 residents in the unincorporated area subscribe. Although not an exclusive service, the contractor is also required to offer commercial waste and recycling collection service within the unincorporated area of which there are an estimated 720 commercial accounts.

Per the original bid, the term of the current residential waste collection Franchise Agreement with Waste Pro is seven years, expiring September 30, 2020. The agreement also provides for one three-year extension at the County's sole discretion. This item recommends proceeding with an ITB, and not extending the current agreement for an additional three years based on the current level of performance. The nature of servicing over 27,000 accounts will inevitably result in some customer complaints regardless of the vendor performing the service. However, throughout the initial term of the Agreement, the current Contractor's performance has frequently not met expectations. Per the franchise agreement, the ability to levy liquidated damages is a tool the County uses to address non-compliance and valid customers complaints. For 2018, \$104,525 in liquidated damages were levied and for 2019 (to date) over \$175,000 have been levied.

In addition, to ensure adequate service is being provided, at the April 25, 2017 Budget Workshop staff recommended and the Board established a new Contract Compliance position whose full-time function is to respond to and resolve service concerns brought to the County by Waste Pro customers. The cost of the position is paid for completely through liquidated damages. In addition to the dedicated full-time Contract Compliance position, two other County staff members provide routine support through field visits and answering calls. Since 2018, the County's staff have responded to over 700 customer requests.

Waste Pro's performance under the current Agreement does not reflect the County's expectations for customer service and performance. As noted, the Agreement does allow for a three-year extension at the sole discretion of the County. This item recommends the County not exercise the optional renewal period of three years and proceed with the ITB. However, there is no restriction on Waste Pro submitting a bid for the new contract.

Alternatively, a Request for Proposals (RFP) may be used for the selection of waste collection services. Under an RFP approach, criteria are established to evaluate the vendors. The criteria could include elements such as vendor performance, references, service delivery approach, etc. Using an RFP approach, a selection committee would evaluate the vendor's submittals and provide points to the various criteria and the highest ranked firm would be recommended for approval to the Board. While this approach would be as objective as possible, vendors not ranked highest may argue that the process was subjective and lobby the Board to make changes to the ranking(s). In addition, while cost is a factor in the evaluation, there is not a guarantee that an RFP process would result in the lowest cost for the customers.

In comparison, a bid is objective as it requires all respondents to meet the same level of service as provided in the solicitation document and draft agreement. Bids are most often used as a procurement method when the goods or services being purchased are able to be clearly defined. For example, residential collection weekly, recycling collection weekly, etc. and therefore, with the service requirements already determined, price becomes the deciding factor. Through the bid process, contractors develop their most competitive price in response to the ITB. The competitive bid process removes any possible subjectivity from the process. Therefore, this item recommends the County continue to utilize an ITB for the selection process.

Analysis:

The Invitation to Bid (Attachment #1) was developed in effort to provide the greatest level of service, while minimizing the cost to residential subscription customers. The current Agreement was re-evaluated prior to drafting the ITB; a review was also conducted of over a dozen collection agreements from other jurisdictions. The draft agreement, included as Attachment C of the ITB, adds greater clarity of standards to ensure the future Contractor has clear expectations for service and performance.

Enhancements or changes to the existing service include:

- Creating a clear standard for the time frame to collect bulky items (furniture, carpet, appliances, etc.). The new standard will still require customers to call for bulky service, however the vendor must provide a specific 72-hour window of time for which the items will be serviced. Such time must occur within 7 days of the customer's request. Currently customers must call to request a bulky service, and such service can occur anytime over the following seven days. Customers who call are not currently provided a specific day to anticipate the service, and bulky items must be placed at the curb in anticipation of the forthcoming pick-up. As a result, items can be at the curb for up to seven days which can result in unsightly neighborhood conditions, residents may be in violation of Home Owner Association standards, and the customer's grass can be compromised during such lengthy time.
- A clarification in the bid that there is no limit for number of yard debris piles which meet size parameters (remaining 6 feet in length by 4 feet in height and width). Additionally, the maximum diameter of yard debris has been increased from 4 inches to 6.
- To encourage commercial recycling, business may receive free recycling service if utilizing no more than five 65-gallon roll carts (i.e. residential carts) per customer, with a maximum of

100 free carts for all commercial accounts. Previously charges applied to all commercial container sizes, discouraging some small businesses from participating.

- Terms for liquidated damages have been significantly strengthened to provide enhanced clarity of performance standards and accountability to the vendor.
- Guidelines for disaster preparedness have been refined to reflect lessons learned over past storms, resulting in enhanced procedures, proactive documentation, and greater accountability for vendor performance post-disaster.

Services which will remain unchanged are:

- Once weekly collection of household garbage, yard debris and recyclables.
- Single stream recycling, all paper/cans/bottles placed into the 65-gallon recycling roll-cart.
- Vendor to debug yard debris at the curb, to reduce operational cost at the Solid Waste Management Facility, relating to manual labor to remove bags.
- Opportunity for customers to voluntarily decrease size of waste cart from 96 gallons to 65 gallons, upon request.
- Utilization of Radio Frequency Identification (RFID) technology in the carts, which allows for more precise tracking of opportunities to increase recycling efforts, determines if pick-ups were missed, location of missing/stolen carts, and the overall ability for the County to monitor/assess services being provided. It is required that all carts will undergo extensive quality control and verification during the Transition Period.
- Requirement for carts to be “branded” with Leon County information, with the County owning the carts at the end of the initial term of the agreement.
- A partnership with the vendor for education of customers.
- Continued alignment with the City of Tallahassee’s waste collection holidays.
- The use of Compressed Natural Gas collection vehicles; 50% of fleet at commencement, increasing to 100% within three years.
- Free commercial collection at prescribed County Parks and Facilities.
- Maintaining the 5% franchise fee.

Additionally, though not exclusive, the contractor is required to offer commercial collection services. The contractor is also required to provide single stream recyclable collection services to commercial customers. The ITB requires the vendor to provide a “not to exceed” rate for commercial accounts, which is consistent with current market rates.

It is recommended the Board award the franchise to the vendor based on the lowest responsive and responsible bid for the residential service. The new agreement will commence October 1, 2020. Parameters have been included in the draft ITB to assure the successful bidder will transition service with minimal impact to current customers.

The County also took proactive steps during the 2013 ITB to reduce the burden of transition at the end of the current Agreement. First, the County provides the primary phone number (850-606-1899) for customer service. The number will simply be ported to the future vendor for a seamless point of contact for customers. Second, to ease the transition, residential carts, both solid waste and recycling, are now owned by Leon County, but the contractor must provide and maintain the carts. Current subscribers will retain existing County-owned carts, thereby avoiding the disruptive process of swapping out containers at the end of this current Agreement. The future contractor will provide all customers information regarding collection procedures, rates, and contact information prior to commencement.

The Invitation to Bid provides approximately 45 days for submittal. Upon receipt and evaluation of bids, the draft agreement for the lowest bidder is anticipated to be provided to the Board for consideration in December. As a result, the successful vendor will have approximately nine months to prepare for commencement of services and to educate and inform potential subscribers regarding any change in service, schedules, billing, or procedures.

Options:

1. Approve the issuance of an Invitation to Bid for the exclusive franchise to provide waste collection services in unincorporated Leon County (Attachment #1).
2. Do not approve the issuance of an Invitation to Bid for the exclusive franchise to provide waste collection services in unincorporated Leon County.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Draft Invitation to Bid for waste collection services



LEON COUNTY

INVITATION TO BID (ITB)

For

Solid Waste Collection Services in Leon County

ITB Number: BC-11-15-19-01

Bid Title: Solid Waste Collection Services
Bid No: BC-11-15-19-01
Bid Deadline: November 15, 2019 at 2:00 PM
Location: Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTIONS TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

- A. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and submitted in hard copy and electronically (flash drive or CD) in a sealed envelope. Price forms must be submitted in hard copy and electronically (flash drive or CD) in a **separate** sealed envelope. Address your sealed envelopes as follows:

*Bid No. BC-11-15-19-01
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

- B. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
- C. Bid must contain an original, manual signature of an authorized representative of the company.
- D. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
- E. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
- F. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
- G. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

II. PROCUREMENT INFORMATION

A. INTRODUCTION

1. Purpose of ITB

Leon County requests bids from qualified Bidders for the award of an exclusive Franchise Agreement for Residential Collection Service and Commercial Collection Service within the entire unincorporated area of Leon County. The Scope of Services is defined in Section III and the draft Franchise Agreement provided in Attachment C.

Terms used in this bid are as defined in Attachment C, Draft Franchise Collection Agreement.

2. Background

The County's current exclusive franchise agreement with Waste Pro includes the exclusive collection of residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription basis, as well as the collection of commercial solid waste. Currently solid waste and recycling routes are predominantly serviced by automated side-loaders by discretion of the contractor. Currently an estimated 27,200 residents subscribe. Currently, approximately 400 customers receive medical Back Door service and 21 non-medical customers elect to pay for Courtesy Back Door service. A few locations are inaccessible to collection vehicles or have conditions such that collection vehicles cannot operate on the street. Although these units are provided Carts, they may require collection with a smaller collection vehicle or at a mutually agreed collection point. Residential carts, both solid waste and recycling, are owned by Leon County and are contractor provided and maintained. Current subscribers will retain existing County-owned carts. Residential waste and recycling carts are equipped with RFID technology, however it is required that all carts will undergo extensive quality control and verification during the Transition Period. Although not an exclusive service, the contractor also is required to offer a commercial recycling collection service. Currently there are an estimated 720 commercial accounts. The current agreement expires September 30, 2020.

Current residential collection service includes the following:

- Weekly collection of solid waste in contractor-provided and maintained 96-gallon carts. Additional waste may be placed curbside in bags.
- Weekly collection of single stream recyclable materials in contractor-provided and maintained 65-gallon carts on the same day as solid waste collection. Additional recyclables may be placed next to the cart.
- Weekly collection of containerized yard debris, or non-containerized yard debris piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. The new contract will be adjusted to clarify there will be no limit to the number of compliant piles. Yard debris will be collected on the same day as solid waste and recyclable materials. Yard debris containers are customer-provided and maintained.
- Bulky service is on-call pickup of bulky waste including but not limited to household furniture and white goods. Currently such service can occur anytime over the following seven (7) days of the customer request; requiring the customer to leave bulky items at the curb at the time the service request is made for up to seven days. The new contract will be adjusted to add clarity that the Contractor shall provide a 72-hour window of which the pick up will occur, and such service shall occur not later than seven days of the customer request.

Bid Title: Solid Waste Collection Services
Bid No: BC-11-15-19-01
Bid Deadline: November 15, 2019 at 2:00 PM

The current contractor also provides collection services to a limited number of County Facilities at no cost to the County.

The contractor bills and collects payments from residential and commercial customers. Residential customers are billed quarterly for collection only; the County has a non-ad valorem assessment for disposal. The current contractor rate for residential subscription is \$14.02 per month. Commercial customers may be billed, for both collection and disposal, as frequently as monthly. The contractor remits a franchise fee to the County of five percent (5%) of gross revenues. Current service rates can be found in Attachment B.

The contractor delivers all materials to County-designated facilities

Provided below is the best information available regarding quantities of materials collected under the current contract during the last three years:

Year	Material (tons)			
	Solid Waste	Yard Debris	Recyclables	Class III
Residential				
2016	24,371	6,103	5,650	905
2017	24,539	6,489	6,041	1,106
2018	25,773	5,018	7,469	1,040
Commercial				
2016	15,768	NA	NA	NA
2017	15,165	NA	NA	NA
2018	16,558	NA	NA	NA

B. SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation (**Schedule of Events**). Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued and public meetings scheduled.** The website is: <http://www.leoncountyfl.gov/procurementconnect>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
September 30, 2019	Release of the ITB
Not later than: October 11, 2019 at 5:00 p.m.	DEADLINE FOR PRE-BID MEETING QUESTIONS: Date and time by which Pre-Bid Meeting Questions must be received in writing. While advanced submission of questions is strongly suggested, the County will also accept questions posed at the Pre-bid meeting.
October 17, 2019 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

Bid Title: Solid Waste Collection Services
Bid No: BC-11-15-19-01
Bid Deadline: November 15, 2019 at 2:00 PM

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
Not later than: October 23, 2019 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the ITB must be received by Leon County.
Not later than: November 15, 2019 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions (Technical Response and Price Sheets) must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. NOTE: The Technical Response will be opened at this meeting. The Price Sheets will remain sealed, until publicly opened at the date specified below after the review of the Minimum Qualifications has been completed.
Not later than: November 15, 2019 at 3:00 p.m.	REVIEW OF MINIMUM QUALIFICATIONS Date and time by which bid submissions will be reviewed and evaluated to determine if the Minimum Qualifications are met.
Not later than: November 18, 2019 at 2:00 p.m.	OPENING DATE FOR PRICE PROPOSALS: Date and time by which Price Proposals for responsive bidders will be opened. The opening will be held at the Leon County Purchasing Division, 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

C. PRE-BID CONFERENCE

A **MANDATORY** Pre-Bid Conference is scheduled for Friday, October 17, 2019, at 10:00 AM, Eastern Standard Time. The Pre-Bid Conference will be held in the Purchasing Bid Room, 1800-3 N. Blair Stone Road, Tallahassee, Florida.

D. BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; Fax (850) 606-1601; E-mail: kelleys@leoncountyfl.gov or forslundG@leoncountyfl.gov. Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, they 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. ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the

vendor prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

F. PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

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

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

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

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

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

G. REGISTRATION

Bidders obtaining solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/procurementconnect>) or may cause your submittal to be rejected as non-responsive.

H. PREPARATION AND SUBMISSION OF BID

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids

Bid Title: Solid Waste Collection Services
Bid No: BC-11-15-19-01
Bid Deadline: November 15, 2019 at 2:00 PM

containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted.

I. REJECTION OF BIDS

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

J. RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the tabulation sheet will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

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

K. REVIEW OF MINIMUM QUALIFICATIONS

Bidder submissions that were timely submitted and meet the initial responsible and responsiveness requirements will be further reviewed by an Evaluation Committee to determine if they meet the Minimum Qualifications identified in this solicitation. The County Administrator will appoint an Evaluation Committee to conduct the review. This review will be conducted at a public meeting at a date and time identified in the Schedule of Events.

Bidder submissions that are determined to have met the Minimum Qualifications will have their price proposals opened at the date and time listed above. Bidder submissions that are determined not to have met the Minimum Qualifications will be deemed non-responsive and not be eligible to have their price proposals opened.

L. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

M. AWARD OF BIDS/PROTESTS

The bid/proposal will be awarded as soon as possible to the responsive, responsible bidder that offers the lowest cost for the residential service area as approved by the Board of County Commissioners. County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Leon County.

All bids will first be reviewed for completeness and to confirm the Bidder has adequately documented that it meets the minimum qualifications specified in Section IV. A Bidder that does not meet the minimum

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qualifications shall be considered non-responsive and the Bidder's submittal may be eliminated from consideration.

The final Agreement is subject to the approval of the Board of County Commissioners.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of bid protest proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

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

N. PLANHOLDERS

Planholders are vendors or persons who have either downloaded or requested a copy of the solicitation materials. As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

O. BID GUARANTEE

Bids shall be accompanied by a \$50,000 bid guarantee which shall be in the form of a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, and no company or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of the subject contract and may be forfeited due to non-performance.

The check, bond, or bank draft shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw its bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days, the contractor may be deemed in to be in default. In such event, the contractor shall be liable to the County for the full amount of the default.

P. OCCUPATIONAL LICENSES AND REGISTRATIONS:

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an

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attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

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

Q. 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."

R. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

1. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
 - a. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
 - b. 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:
 - i. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - ii. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
 - iii. Provide increased levels of information and assistance available to MBE's and WBEs.
 - iv. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
 - c. **Each Bidder 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 Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email DJones@oevforbusiness.org, LaTanya Raffington, MWSBE Coordinator by email at lraffington@oevforbusiness.org, or Shanea Wilks, MWSBE Coordinator by email at swilks@oevforbusiness.org**
2. Each bidder 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.

S. INSURANCE

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

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' bid.

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: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- d. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - 1) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - 2) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - 4) The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance (County is to be named as an Additional Insured).
- c. All Coverages

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

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows:

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

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

T. AGREEMENT

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have fifteen 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.

U. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This provision 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.

V. PENALTIES

BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
4. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
5. Other reasons deemed appropriate by the Board of County Commissioners.

W. 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 bid in response to this solicitation, the bidder certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

X. IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied bidders have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

Y. ETHICAL BUSINESS PRACTICES

1. 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.
2. 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.
3. 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.

III. SCOPE OF SERVICES

Leon County requests bids from qualified Bidders for the award of a Franchise Agreement (Agreement) for Residential Collection Service and Commercial Collection Service within the entire unincorporated area of Leon County (Franchise Area). Residential Collection Service includes the collection of Solid Waste, Recyclables, Yard Debris, and Bulky Waste. Commercial Collection Service includes the collection of Solid Waste. Collection of commercial Recyclables is non-exclusive; however, the Contractor is required to provide Recyclables collection to Commercial Customers upon request. Commercial Collection Service does not include open-top Roll-off Collection Service as defined in Attachment C.

Definitions and expanded details on services to be provided can be found in Attachment C, Draft Franchise Agreement. The successful Bidder will be required to meet all terms and conditions of the Draft Franchise Agreement.

A. Minimum Qualifications

Bidders should have the financial capability to provide the equipment and sufficient resources needed to satisfactorily conduct the services required in this bid. At a minimum, the bidder shall meet or exceed the following requirements:

1. Bidder shall have at least five (5) years of experience providing solid waste collection services.
2. Bidder shall have provided residential collection service, including solid waste, recyclables, yard debris, and bulky, to at least four (4) government jurisdictions in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina) with at least 25,000 residential units per contract. Services to be provided in the past five (5) years.
3. Bidder shall have provided commercial collection service to at least two (2) government jurisdictions within the past five (5) years.
4. Bidder shall have an experienced senior management team. Each member of the senior management team shall have at least five (5) years experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.
5. Bidder shall have the financial capability to provide the equipment and resources necessary to conduct the solid waste collection services required in this bid.
6. Bidder shall document that they are prepared to provide sufficient resources to service the solid waste collection services required for the Term of the Agreement (seven (7) years, beginning October 1, 2020 and ending on September 30, 2027),

B. Agreement Term

The selected Bidder (Contractor) shall begin collection services on October 1, 2020. The term of the Agreement shall be for a period of seven (7) years, thus expiring at the end of the day on September 30, 2027. At the sole option of the County, this Agreement may be renewed for a period of three (3) years at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. If the County determines that this contract will not be renewed, then it will provide the Contractor ninety (90) days notice of such determination.

C. Residential Collection Service

The County is seeking a change in its Residential Collection Service program. Residential Collection Services shall include the following and shall be provided on the same day of the week:

- Residential Solid Waste – once per week collection in 96-gallon Solid Waste Carts with RFID technology. Current customers have County-owned carts which will remain in circulation, Contractor will maintain carts.
- Residential Recyclables – once per week Single Stream collection in 65-gallon Recycling Carts with RFID technology. Current customers have County-owned carts which will remain in circulation, Contractor will maintain carts.
- Residential Yard Debris – once per week collection of containerized or non-containerized Yard Debris piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. There will

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be no limit to the number of compliant piles. Yard debris will be collected on the same day as solid waste and recyclable materials. Containers for Yard Debris are customer-provided and maintained. Contractor shall remove the Yard Debris from any plastic bag used as a container before placing the Yard Debris in the collection vehicle.

- Residential Bulky Waste – customer initiated on-call service, bulky items picked up within seven (7) days of request by a customer. Upon such customer request, the Contractor shall provide a 72-hour window of which the pick up will occur.

Residential carts, both solid waste and recycling, are owned by Leon County and are contractor provided and maintained. Current subscribers will retain existing County-owned carts. Responsibility to provide and maintain residential Solid Waste Carts and Recycling Carts shall rest with the Contractor until such time as the Agreement expires or terminates, at which time ownership of all initial and replacement residential Solid Waste Carts and Recycling Carts shall rest with the County.

Back Door collection of Solid Waste and Recyclables will be provided, at no additional cost to the Residential Customer or the County, where all residents of a dwelling unit are disabled as certified by a medical doctor. Upon request, Residential Customers that are not disabled may also receive Courtesy Back Door service, for an additional fee.

As directed by the County, the Contractor will provide, at no additional fee, collection service for up to ten (10) instances per year, for materials related to illegal dumping. No single instance shall be more than one (1) ton. As directed by the County, the Contractor will provide, at no additional fee, collection service for up to two (2) events per year, for materials related to community clean ups. No single instance shall be more than 2 (two) 20-yard containers. All Solid Waste, and Recyclables collected from illegal dumping or community events must be delivered to the Designated Facilities. The County shall waive any associated tip fees with solid waste and pay tip fees associated with recyclables.

The Contractor will also be required to provide solid waste and/or recycling collection service to certain County facilities at no cost to the County. These facilities are listed in Exhibit 7 of the Draft Agreement in Attachment C.

D. Commercial Collection Service

Commercial Collection Service includes collection of Solid Waste. The size of the commercial container and the collection frequency shall be determined by the Commercial Customer; however, the size of the container and the collection frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities.

Collection of commercial Recyclables is not intended to be exclusive to the Contractor; however, the Contractor will be required to provide collection of commercial Recyclables upon request, at not-to-exceed rates, that will be established in the Agreement.

E. Billing

Bidders will be responsible for billing all Residential Customers for collection service and Commercial Customers for collection and disposal. The County has a non-ad valorem assessment to fund disposal of residential waste.

F. Designated Facilities

The Successful Bidder will be responsible for the delivery of all Solid Waste and residential Yard Debris, Recyclables, and Bulky Waste collected pursuant to this solicitation to County-Designated Facilities. The current County-Designated Facilities are listed below; however, the County reserves the right to designate and include other facilities as it sees fit. Should the County designate a new facility that impacts the hauling cost or tipping fee, Leon County will be responsible for cost incurred for residential waste taken to the alternate site. The Successful Bidder will not be required to pay for processing or disposal of Residential Solid Waste, Yard Debris, Recyclables, or Bulky Waste.

1. Class I Waste: Gum Road Transfer Station, 4900 Gum Road, Tallahassee, FL.
2. Class III Waste: Marpan Recycling, 6020 Woodville Highway, Tallahassee, FL.
3. Yard Debris: Apalachee SWMF Facility, 7550 Apalachee Parkway, Tallahassee, FL.
4. Residential Recyclables: Marpan Recycling, 363 Marpan Lane. The Successful Bidder will not be responsible for processing and marketing Residential Recyclables and, therefore, will not receive a share of the recycling revenue.

G. Collection Vehicles and Fueling

The Bidder shall have collection equipment of sufficient capacity and size to permit the Bidder to adequately and efficiently perform its contractual duties. No collection vehicle (frontline or reserve) shall exceed three (3) years in age at the Commencement Date or ten (10) years in age at any point during the term of the Agreement. Equipment shall be obtained from nationally known and recognized manufacturers of solid waste collection and disposal equipment. All replacement vehicles shall be new equipment unless otherwise agreed to by the Administrator. At the Commencement Date, fifty percent (50%) of the Bidder's frontline collection vehicles shall utilize compressed natural gas (CNG). By September 30, 2023, one hundred percent (100%) of the Bidder's frontline collection vehicles shall utilize CNG.

H. Public Education

Promotion and education of County citizens about Recycling is critical to the success of the recycling program. At a minimum, the Bidder shall:

1. Contribute a yearly education and outreach fee of thirty-five thousand dollars (\$35,000) to support recycling and waste reduction education and sustainability outreach efforts.
2. Through the development and distribution of a Service Guide, provide information regarding collection procedures, days, and routes; service rates; regulations; and complaint procedures to all Residential and Commercial Customers at least once per year.

IV. BID SUBMISSION REQUIREMENTS

A. General Provisions

1. Technical Bid Response: Each Bidder shall supply one (1) **ORIGINAL, one (1) printed copy, and an electronic copy (on a flash drive or CD)** of the Technical Bid Response (Proposal) clearly marked BC-11-15-19-01 – Technical Response.

2. Price Sheet: Each Bidder shall supply **one (1) ORIGINAL, one (1) printed copy and an electronic copy (on a flash drive or CD)** of the Price Sheet clearly marked BC-11-15-19-01 – Price Sheet. The Price Sheet must be completed using the Excel spreadsheet provided as part of this solicitation. The Price Sheet must be filled out completely and in accordance with the instructions set forth in Section IV., B. 3. below.
3. Separately Sealed Packages: The Technical Response and the Price Sheet may be submitted within the same box or container as long as they are in SEPARATELY SEALED packages/envelopes and clearly identified as indicated above. Inclusion of any costs or pricing data in the Technical Response may result in rejection of the entire bid submission.
4. Due Date: ALL bid submissions must be received by the Purchasing Division by no later than the Bid Submission Due Date/Opening of Technical Response Date specified in Section II., B. Schedule of Events. Proposals will be retained as property of the County. **The ORIGINAL of your Proposal must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual (Bidder).** All other copies may be photocopies. The contents of the Proposal of the successful Bidder will become part of the contractual obligations.
5. Proposal Binding: The Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings 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 part of Leon County's sustainability program, Leon County is reducing the excess paper, packaging, binders, and waste associated with submittals.
6. Submission Responsibility: The responsibility for submitting the Proposal to the Leon County Purchasing Division, and for the Leon County Purchasing Division receiving such Proposal by no later than the Opening Date, is solely that of the Bidder. Leon County shall in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

B. Bid Specific Provisions

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

1. Bid Response Sheet
2. Bidder Qualifications/References/Bidder Information Form

A procurement award shall be made to the lowest responsive and responsible Bidder in a financial position and with the qualifications and experience to perform the collection services specified herein. The Bidder shall demonstrate it has the qualifications outlined in Section III., A. Minimum Qualifications by completing the Bidder Information Form and providing the following information:

- a. Bidder shall have experience providing residential and commercial solid waste collection services: At least four (4) references that can verify that the Bidder has completed or is currently working on substantially similar projects that demonstrate the requirements outlined in Section III. B., Items 1, 2, and 3. Additional references may be submitted in order to demonstrate the Bidder's ability to meet the experience requirements.

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- b. Bidder shall have an experienced senior management team: Provide resume/bios for each member of the senior management team demonstrating the experience requirement.
- c. Bidder shall have the financial capability to provide the equipment and resources necessary: Bidder shall demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Bidder should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the County's satisfaction, the County reserves the right to request additional information.
- d. Bidder shall document that they are prepared to provide sufficient resources: Bidder shall provide a list of the estimated number of routes anticipated necessary to provide Residential Collection Service (noted by collection type: Solid Waste, Recyclables, and Yard Debris), the estimated number of homes per route, service vehicles to be used (including type of vehicle, make model, and year), and personnel needed to service the routes.
- e. Bidder shall provide a description of all criminal actions against the Bidder and its senior management team during the last five (5) years. Bidder shall also document all civil actions, losses of service contracts, bid bond or performance bond claims, for jurisdictions in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina), during the last five (5) years. For each such occurrence, Bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, Bidder shall so state.

3. Price Form

All sections of the Price Form must be completed. Price Forms will not be considered complete unless pricing for all items is provided. Incomplete pricing sheets shall deem the bidder non-responsive. Bidders must provide pricing for Residential Collection Service. Bidders must provide pricing for Commercial Collection Service. Prices should include the five percent (5%) franchise fee, with the exception of Commercial Recycling Collection which is not exclusive to the Contractor. Price Forms must be submitted in hard copy in a separate sealed envelope at the same time as the Technical Bid Response.

4. Equal Opportunity/Affirmative Action Statement

5. Insurance Certification Form

Your attention is directed to the insurance requirements in Section II., R. Insurance, above. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your response. If a bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. The successful bidder must provide the County with Certificates of Insurance at the time of contract execution and prior to the issuance of a purchase order.

6. Affidavit Certification Immigration Laws

7. Drug-Free Workplace Form

V. CONTRACT PROVISIONS

The Draft Franchise Agreement is attached to this solicitation and labeled "Attachment C." By submission of a response to this solicitation, the Bidder agrees to comply with and execute a contract with the County in substantially the following form.

VI. ATTACHMENTS

List of Attachments, which are attached to and made a part of this ITB:

- Attachment A – Bid Submission Forms
- Attachment B – Current Service Rates
- Attachment C – Draft Franchise Agreement

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BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Jimbo Jackson
Chairman

This bid is submitted by the below named company/individual by the undersigned authorized representative.

(Company Name)

BY _____
(Authorized Representative)

(Printed or Typed Name and Title)

ADDRESS _____

TELEPHONE _____

FAX _____

FEID or SSN _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Addendum #4 dated _____ Initials _____

Addendum #5 dated _____ Initials _____

BIDDER INFORMATION FORM

Bidder shall complete this form to demonstrate it meets the minimum qualifications specified in Section IV. Bidder may attach any supplemental information necessary to make such demonstration. Pages of this form may be copied to provide additional reference information.

1. Reference #1

Company/Bidding Entity: _____

Municipal/County Contact: _____

Municipal/County Address: _____

Municipal/County Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Contract: Start Date: _____ End Date: _____

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

Commercial Collection Service

Number of commercial customers: _____

Compactor container service provided ☐ YES ☐ NO

Commercial recycling collection provided ☐ YES ☐ NO

2. Reference #2

Company/Bidding Entity: _____

Municipal/County Contact: _____

Municipal/County Address: _____

Municipal/County Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Contract: Start Date: _____ End Date: _____

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

Commercial Collection Service

Number of commercial customers: _____

Compactor container service provided ☐ YES ☐ NOCommercial recycling collection provided ☐ YES ☐ NO

3. Reference #3

Company/Bidding Entity: _____

Municipal/County Contact: _____

Municipal/County Address: _____

Municipal/County Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Contract: Start Date: _____ End Date: _____

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

Commercial Collection Service

Number of commercial customers: _____

Compactor container service provided ☐ YES ☐ NOCommercial recycling collection provided ☐ YES ☐ NO

4. Reference #4

Company/Bidding Entity: _____

Municipal/County Contact: _____

Municipal/County Address: _____

Municipal/County Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Contract: Start Date: _____ End Date: _____

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

Commercial Collection Service

Number of commercial customers: _____

Compactor container service provided ☐ YES ☐ NOCommercial recycling collection provided ☐ YES ☐ NO

5. Senior Management Team

Bidder shall have an experienced senior management team. Each member of the senior management team shall have at a minimum five (5) years experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.

	Resume/Bio Provided	Five (5) Years Experience
Chief Executive Officer: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES
Chief Operating Officer: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES
General Manager: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES

6. Performance History

Bidder shall check all that apply during the last five (5) years. For each item checked "yes," Bidder shall attach an explanation that includes the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action.

	Yes	No
Criminal action against the Bidder	<input type="checkbox"/>	<input type="checkbox"/>
Civil action (involving \$10,000 or more)	<input type="checkbox"/>	<input type="checkbox"/>
Loss of service contract	<input type="checkbox"/>	<input type="checkbox"/>
Bid bond claim	<input type="checkbox"/>	<input type="checkbox"/>
Performance bond claim	<input type="checkbox"/>	<input type="checkbox"/>

7. Financial Capability

Bidder has provided appropriate documentation to demonstrate the financial ability to provide the equipment and resources necessary to satisfactorily conduct the services requested.

☐ YES

8. Resources

Bidder shall demonstrate sufficient resources to provide the collection services required by listing the number of anticipated routes, number of homes serviced per route, types of vehicles, number of vehicles to be used for each service line of collection service (ie: solid waste; bulky; etc.) and number of personnel. Residential Customer numbers are estimates only for the purposes of this ITB.

(Assuming 27,200 Residential Customers)

Service	# Routes/ Day	# Days/ Week	# Customers/ Route	# Personnel/ Route	Vehicles (type, make, model, year, and number)
Solid Waste					
Recyclables					
Yard Debris		1			
Bulky Waste					

PRICE SHEET

The Price Sheet form is available electronically in Microsoft Excel format and may be downloaded at www.leoncountyfl.gov/purchasing/Supplemental-Solicitation-Documents.

DRAFT

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: _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

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

Personally known _____
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires: _____

Printed, typed, or stamped commissioned name of notary

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

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

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: _____

Professional Liability:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Pollution Liability and/or
Environmental Impairment
Liability:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Umbrella:

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) for this professional services agreement?

☐ YES ☐ NO

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

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability, Pollution Liability and/or Environmental Impairment 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, Pollution Liability and/or Environmental Impairment Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

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

Name _____
Typed or Printed

Signature _____

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

ATTACHMENT A – BID FORMS

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Responder's Signature

Date

ATTACHMENT B – CURRENT SERVICE RATES, as of August 2019

Residential Rates: \$14.02 monthly / \$42.06 quarterly

Commercial Rates:

Solid Waste Front Load						
Frequency/Week	1	2	3	4	5	6
2 cy yard	\$ 58.51	\$ 117.01	\$ 175.53	\$ 234.03	\$ 288.47	\$ 346.15
4 cy yard	\$ 117.01	\$ 234.02	\$ 351.03	\$ 468.05	\$ 585.06	\$ 702.08
6 cy yard	\$ 175.53	\$ 297.73	\$ 526.56	\$ 702.08	\$ 881.65	\$ 1,053.11
8 cy yard	\$ 234.02	\$ 468.05	\$ 702.08	\$ 936.10	\$ 1,170.12	\$ 1,404.14

Additional Frequency: Service Fee	
2 Yard	\$ 58.51
4 Yard	\$ 117.01
6 Yard	\$ 175.53
8 Yard	\$ 234.02
Delivery Fee	\$ 50.00
Relocate Fee	\$ 50.00

Recycle Rates	<u>1x</u>
2yd	\$ 60.85
4yd	\$ 81.13
6yd	\$ 101.41
8yd	\$ 121.70

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

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ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

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EXHIBITS

- Exhibit 1 – Bid Document # BC-XX-XX-XX-XX
- Exhibit 2 – Vendor Submitted Bid Document
- Exhibit 3 – Residential Rates (Awarded Vendor's Rates)
- Exhibit 4 – Commercial Rates (Awarded Vendor's Rates)
- Exhibit 5 – Solid Waste Cart and Recycling Card Specifications
- Exhibit 6 – RFID Specifications
- Exhibit 7 – Collection Service at County Facilities
- Exhibit 8 – Calculation of Annual CPI and Fuel Adjustment to Rates

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

This Agreement is dated this ____ day of _____, 2020, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____ of Florida, hereinafter referred to as the "Contractor."

WHEREAS the County has determined that it would be in the best interests of the citizens of Leon County, Florida, that the County be able to utilize, by means of an exclusive franchise agreement, the establishment of solid waste collection services, where such services cannot reasonably be provided by the County at this time; and

WHEREAS on _____, 2019 the County published an Invitation to Bid (ITB) for the purposes of selecting an exclusive franchisee to provide solid waste collection services; and

WHEREAS the bid submitted by the Contractor was deemed by the County to be in the best interests of the County;

NOW, THEREFORE, in consideration of the premises and covenants hereto contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the County and the Contractor hereto mutually agree as follows:

ARTICLE 1 GENERAL INFORMATION

1.1 Term

- 1.1.1 Initial Term: The term of this Agreement shall be for a period seven (7) years, beginning October 1, 2020 and ending on September 30, 2027.
- 1.1.2 Renewal: At the sole option of the County, this Agreement may be renewed for a period of three (3) years at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. If the County determines that this contract will not be renewed, then it will provide the Contractor ninety (90) days notice of such determination.

1.2 Definitions

- 1.2.1 **Administrator or County Administrator:** Shall mean the County Administrator of Leon County, Florida, or their designee.
- 1.2.2 **Agreement or Contract:** Shall mean this Franchise Agreement executed by the County and the Contractor for the performance of the Work. The words Contract and Agreement may be used interchangeably.
- 1.2.3 **Authorized Representative:** Shall mean any representative of the County, whether or not a County employee, designated as the County's Authorized Representative for the purposes of this Agreement either in a provision of these specifications or in written communication from the County Administrator to the Contractor.
- 1.2.4 **Back Door:** Shall mean any physical location for the placement of Solid Waste or Recyclables on the Customer's property intended for residential service collection and disposal that is not "curbside/roadside." Back Door locations need not be visible from the street but shall be accessible to the Contractor for collection. Accessible means within 200 feet of the road, not inside an enclosure, not behind a gate and not in a fenced area. Customers are responsible for placing Carts in an accessible location prior to collection.

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

- 1.2.5 **Biomedical Waste:** Shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded Sharps. The following are also included: Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried. Non- absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.
- 1.2.6 **Biological Waste:** Shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- 1.2.7 **Bulky Waste:** Shall mean items whose large size or weight, greater than that allowed in a solid waste cart, precludes or complicates their handling by normal collection, processing, or disposal methods. Bulky waste shall not include electronics such as televisions and computers, but may include white goods.
- 1.2.8 **Commencement Date:** Shall mean the date the Contractor begins to provide collection services pursuant to this Agreement.
- 1.2.9 **Commercial Collection Service:** Shall mean the collection and transportation of Solid Waste by the Contractor from commercial property to the County-Designated Facility.
- 1.2.10 **Commercial Customer:** Shall mean any commercial establishment receiving Commercial Collection Service pursuant to this agreement.
- 1.2.11 **Commercial Property:** Shall mean all improved property other than residential property.
- 1.2.12 **Complaint:** Shall mean each written or orally communicated statement, whether to County or Contractor, made by any Person including County staff, customer or resident, alleging non-performance, or deficiencies in Contractor's performance, of its duties under this Agreement; or a violation of this Agreement by Contractor.
- 1.2.13 **Construction and Demolition (C&D) Debris:** Shall mean discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

- facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.
- 1.2.14 **Contract Year:** Shall mean October 1, 2020 through September 30, 2021, and each twelve (12) month period thereafter during the term of the Agreement.
- 1.2.15 **Contractor or Vendor:** Shall mean the person, firm, corporation, organization or agency with which the County has executed this Agreement for performance of the Work or supply of equipment or his or her duly authorized representative.
- 1.2.16 **County:** Shall mean the Board of County Commissioners of Leon County, Florida or an Authorized Representative.
- 1.2.17 **County-Designated Facilities:** Shall mean those facilities designated by the County for delivery of Solid Waste, Recyclable Materials, Yard Debris, and Bulky Waste collected by the Contractor pursuant to this Agreement.
- 1.2.18 **Customer:** Shall mean all residences and commercial establishments which receive collection service pursuant to this Agreement.
- 1.2.19 **Curbside/Roadside:** Shall mean the designated physical location for the placement of Solid Waste, Recyclables, Yard Debris, or Bulky Waste accumulations intended for Residential Collection Service. This designated location shall be as near as possible to the traveled streets. The intention of a Curbside/Roadside designation is to allow collection by the Contractor's personnel in a rapid manner with minimal walking or reaching. In all cases, the Administrator shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.
- 1.2.20 **Disaster Debris:** Shall mean yard debris, white goods, household Hazardous waste, electronics, vessels, vehicles, as specifically defined in the County's separate Debris Removal Contract, which may be amended from time to time.
- 1.2.21 **Effective Date:** Shall mean the date upon which this Agreement has been signed by the County and the Contractor.
- 1.2.22 **Franchise Area:** Shall mean the entire unincorporated area of Leon County.
- 1.2.23 **Garbage:** Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.2.24 **Hazardous Waste:** Shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human or animal health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

- 1.2.25 **Household Furniture:** Shall mean all movable, compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.
- 1.2.26 **Infectious Waste:** Shall mean those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 1.2.27 **Landfill:** Shall mean any solid waste disposal facility, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit, other than a general permit, is required by s. 403.707, Florida Statutes. This term shall not include: (a) a land spreading site; (b) a surface impoundment; (c) an injection well defined under and subject to the provisions of Chapter 62-528, F.A.C.; or (d) a construction and demolition debris disposal site regulated by Rule 62-701.730. F.A.C.
- 1.2.28 **Radio Frequency Identification or RFID:** Shall mean a data collection technology that uses radio-frequency electromagnetic fields to transfer data from a tag attached to or embedded in an object for the purposes of automatic identification and tracking.
- 1.2.29 **Recovered Materials:** Shall mean metal, paper, glass, plastic, textile, or rubber that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse, as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.
- 1.2.30 **Recovered Materials Processing Facility:** Shall mean a facility engaged solely in the storage, processing, resale or reuse of Recovered Materials. Such a facility is not a Solid Waste Management Facility if it meets the conditions of Rule 62-701.220(2)(c) F.A.C.
- 1.2.31 **Recyclable Materials or Recyclables:** Shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
- 1.2.32 **Recycling:** Shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.2.33 **Recycling Cart:** Shall mean a 65-gallon capacity roll-cart with hinged lid and designed for automated collection.
- 1.2.34 **Refuse:** Shall mean both Household Waste and Garbage or a combination or mixture of Household Waste and Garbage, excluding Recovered Materials, Special Waste and Yard Debris.
- 1.2.35 **Residential Collection Service:** Shall mean the collection and transportation of Solid Waste, Recyclable Materials, Yard Debris, and Bulky Waste from Residential Customers by the Contractor to County-Designated Facilities.

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- 1.2.36 **Residential Customer:** Shall mean a resident receiving Residential Collection Service pursuant to this Agreement. It shall mean only those Residential Properties that subscribe for service.
- 1.2.37 **Residential Property:** Shall mean all improved property which is used as single-family dwelling units and condominium, and multi-family dwelling units consisting of less than ten units within the same building.
- 1.2.38 **Roll-off Collection Services:** Shall mean the collection of Construction and Demolition Debris utilizing an open-top roll-off container, which is placed at a remote site for the collection of Construction and Demolition Debris and then is transported to a Solid Waste Management Facility.
- 1.2.39 **Service Guide:** Shall mean a booklet or brochure that described the Contractor's services, including but not limited to collection procedures, days, and routes; service rates; regulations; and complaint procedures.
- 1.2.40 **Sharps:** Shall mean those Biomedical Wastes which as a result of their physical characteristics are capable of puncturing, lacerating or otherwise breaking the skin when handled.
- 1.2.41 **Single Stream:** Shall mean that Recyclable Materials are collected commingled, paper and containers placed in the same recycling receptacle, with no sorting required by the customer.
- 1.2.42 **Sludge:** Shall mean and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including waste water treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 1.2.43 **Solid Waste:** For purposes of this Agreement shall mean and include Refuse, Garbage, and Household Trash. It does not include Electronics, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste, or Sludge.
- 1.2.44 **Solid Waste Cart:** Shall mean a 96-gallon capacity roll-cart with hinged lid and designed for automated collection.
- 1.2.45 **Solid Waste Management Facility:** Shall mean any solid waste disposal area, volume reduction plant, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste. The term does not include recovered materials processing facilities which meet the requirements of Rule 62-701.220(2)(c)F.A.C., except the portion of such facilities, if any, that is used for the management of solid waste.
- 1.2.46 **Special Service:** Shall mean any collection or disposal service provided which exceeds the Uniform Level of Service provided under commercial or residential service systems and for which a special charge is applied.
- 1.2.47 **Special Wastes:** Shall mean solid wastes that can require special handling and management, including, but not limited to, asbestos, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Debris, Biological Wastes, and mercury-containing devices.

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- 1.2.48 **Subcontractor:** Shall mean any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under this Agreement.
- 1.2.49 **Transfer Station:** Shall mean a facility for the primary purpose of temporarily storing, processing, screening and transferring of solid waste for transport to a disposal facility.
- 1.2.50 **Uniform Level of Service:** Shall mean collection and disposal of any and all Garbage and trash, whether commercial or residential, which conforms to the preparation and storage requirements of this Agreement.
- 1.2.51 **Waste Container:** Shall mean and include any light gauge steel, plastic, or galvanized receptacle, closed at one end and open at the other, having two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top, or any other metal or plastic container not more than 55 gallon capacity which has handles or bails for lifting.
- 1.2.52 **White Goods:** Shall mean inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.
- 1.2.53 **Work:** Shall mean any work, services, materials, parts or equipment furnished under the Agreement.
- 1.2.54 **Yard Debris:** Shall mean vegetative plant matter resulting from landscaping maintenance and land-clearing operations and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, and natural Christmas trees.

ARTICLE 2 GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

2.1 Exclusive and Non-Exclusive Services

- 2.1.1 The Contractor is granted an exclusive franchise to provide Residential Collection Service, as defined herein, within the Franchise Area. There shall be no charge to the Contractor for the processing or disposal of Solid Waste, Yard Debris, Recyclable Materials, or Bulky Waste that is collected from Residential Customers and delivered to County-designated facilities.
- 2.1.2 The Contractor is granted an exclusive franchise to provide Commercial Collection Service, as defined herein, within the Franchise Area. The Contractor shall be responsible for paying for processing or disposal of Solid Waste collected from Commercial Customers.
- 2.1.3 The Contractor is not granted the exclusive right to collect Recyclable Materials from Commercial Customers, but must provide this service upon request of the Customer at a price not to exceed that which is provided in the bid (Exhibit 4). All Recyclable Materials shall be delivered to a permitted recycling facility.
- 2.1.4 The Contractor is not granted the exclusive right to provide Roll-Off Collection Services or to collect any solid waste for which there is no permitted disposal or storage facility in Leon County, commercial Yard Debris, or commercial Special Waste. The Contractor may provide these services at competitive rates that shall not be controlled by this Agreement.
- 2.1.5 The Contractor shall not collect Special Wastes (except White Goods and other items included in residential Bulky Waste and Yard Debris), Infectious waste, Hazardous Waste, Biomedical Waste, Biological Waste or Sludge as part of the services provided pursuant to this Agreement, but may

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offer such service in the Franchise Area. All such collection and disposal for those types of waste set forth in this provision, when done by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.

- 2.1.6 The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, building, trucks and any other tools, equipment, accessories and items necessary to maintain the standard of collections set forth herein.

2.2 Hours of Collection

- 2.2.1 Residential Collection Service shall begin no earlier than 6:30 a.m. and shall cease no later than 7:00 p.m. Routine residential route service shall occur Monday through Friday. A route shall be deemed incomplete if twenty (20) or more customers on the route did not receive regularly-scheduled collection services. Commercial Collection Service may occur at any time of day/night, provided the Contractor's activities do not cause disturbances to residents.
- 2.2.2 In the event of an emergency, collection may be permitted at times not allowed by this provision, provided the Contractor has received prior approval from the Administrator, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or on holidays as designated in Section 2.6, except in a time of emergency, or to maintain a regular schedule due to those holidays.

2.3 Schedules and Routes

- 2.3.1 The Contractor shall provide the Administrator with routes and schedules for all Residential Collection Service. Routes shall be available in a format offering a per address basis, and such information shall be kept current. The Contractor shall provide Customers notification of the schedules two weeks prior to the commencement of service.
- 2.3.2 The County reserves the right to deny the Contractor's vehicles access to streets, alleys and public ways inside the County.
- 2.3.3 No permanent change in routes or schedules that will alter the day of service may be made without the written consent of the Administrator. If any changes in the collection routes occur, the Administrator shall be immediately notified in writing. Customers which are impacted by a change in route shall be individually notified at minimum of seven (7) days prior to the effective date of such route or schedule change.
- 2.3.4 If any temporary delays in the route are greater than one service day, the Contractor shall provide notice to the Administrator within two hours of known delay; and Customers impacted by route delay shall be notified by close of business of their regularly scheduled day.
- 2.3.5 The Contractor shall acknowledge that at various times during the year, the quantity of Solid Waste, recyclables, bulk waste, and yard debris to be disposed of is materially increased by an influx of visitors, minor weather disturbances, or seasonal events. This additional load is not justification for the Contractor to fail to maintain the required collection schedules and routes.

2.4 Office

The Contractor shall establish and maintain an office within Leon County where complaints can be received

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by phone, electronic mail, or in person. The office shall be equipped with sufficient telephones and staff, and shall have a responsible person in charge during business hours. The ability to serve Spanish speaking customers either by Contractor staff or language services line shall be made available when needed and upon request. The office shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday. The address, phone number and hours shall be published within the Service Guide at minimum. A phone number secured by the County (850-606-1899) will be ported to the Contractor's office located within Leon County. This phone number is to serve as the published phone number for the Contractor to provide continuity for Leon County customers.

2.5 Disasters

- 2.5.1 In the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Administrator may grant, in writing, the Contractor reasonable variance from regular schedules and routes. The Contractor shall advise the Administrator of the estimated time required before regular schedules and routes can be resumed. As soon as practicable after such event, as deemed by the Administrator, the Contractor shall reestablish regular schedules and routes for collection service.
- 2.5.2 The County has a separate contract for disaster debris management service. Should the debris management service be activated, the Contractor's corresponding line of service such as yard debris or bulky may be suspended by written notice of the Administrator. The Administrator will provide a minimum of 36 hours written notice for the Contractor to reestablish regular schedules and routes for collection service.
- 2.5.3 For debris outside of the terms of routine service, the County may request the Contractor to collect disaster debris within an area specified by the County. In the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Contractor may be required to obtain additional equipment, employ additional personnel, or work employees overtime hours, including Saturday and Sunday, to clean up resulting debris. To prepare for such events, the Contractor shall provide the County with a Disaster Preparedness Plan no later than 30 days prior to Commencement, and an update of the prior year's approved plan by June 1st of each year, which is subject to the approval of the County Administrator. The Disaster Preparedness Plan shall include plans for securing additional personnel and equipment and will be paid at the rate included in the County debris removal contract for collection services associated with the cleanup of natural disasters or other emergencies.
- 2.5.4 The Contractor shall provide services during declared emergencies when requested by the County. The County, or its designated representative, will be assigned to every Contractor crew to adequately monitor debris collection and ensure no pick up of unauthorized debris by the Contractor unless directed by the County. The Contractor will be compensated for such services, according to the primary debris removal contract rate schedule approved by the County in the Disaster Preparedness Plan, provided the Contractor's invoices are properly prepared.
- 2.5.5 Upon written authorization by the Administrator, the Contractor shall collect disaster debris in an agreed upon area for a specified period of time and shall deliver such disaster debris to a location designated by the County.
- 2.5.6 The Administrator will determine whether or not the Contractor shall require additional equipment and hire extra crews to service debris and refuse resulting from the storm or disaster. When it is determined by the Administrator that the Contractor shall require additional equipment and hire extra crews the Contractor shall work with the Administrator in all reasonable ways for the efficient and rapid cleanup of debris and refuse.

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- 2.5.7 The County may require the Contractor, at no additional service rate, to continue operations of residential solid waste, recyclables, yard debris, and bulky services for those items which abide by specifications as referenced in Sections 3.1, 3.2, 3.3, and 3.4 so long as the volume of such material does not require the Contractor to obtain additional equipment, employ additional personnel, or work employees overtime hours.
- 2.5.8 As deemed necessary a communication plan will be developed by the Administrator and jointly communicated to customers by both the County and the Contractor.
- 2.5.9 At the discretion of the Administrator, terms for Liquidated Damages may be suspended or altered on a temporary basis during disaster recovery. Terms of such adjustments must be provided in writing by the Administrator.
- 2.5.10 Nothing herein shall require the County to utilize the services of the Contractor to collect disaster debris, or to prevent the County from contracting with other parties to perform all or a portion of such work.

2.6 Holidays

- 2.6.1 Residential Collection Service shall not be provided on the following holidays unless written notice is provided by the Administrator: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other County holiday as designated in writing by the Administrator.
- 2.6.2 For the week in which the holiday occurs, collection shall be one day following the normally scheduled collection day for the days following the holiday during that week.

2.7 County-Designated Facilities

- 2.7.1 The County shall, at all times, hold title and ownership to all Solid Waste and residential Recyclables, Yard Debris, and Bulky Waste collected by the Contractor pursuant to this Agreement. The Contractor shall deliver all Solid Waste, Bulky Waste, Yard Debris, and Recyclable Materials collected pursuant to this Agreement to County-Designated Facilities. The County-Designated Facilities are as specified below, but may be changed by the Administrator during the term of the Agreement.
- Solid Waste: Gum Road Transfer Station, 4900 Gum Road, Tallahassee, Florida 32304
 - Bulky Waste: Marpan Recycling, 6020 Woodville Highway, Tallahassee, Florida, 32305
 - Yard Debris: Apalachee Solid Waste Management Facility, 7550 Apalachee Parkway, Tallahassee, Florida, 32311
 - Recyclables: 363 Marpan Lane, Tallahassee Florida, 32305
- 2.7.2 In the event a County-Designated Facility is closed on a work day or rendered inoperable, the Contractor may transport and deliver Solid Waste, Yard Debris, Recyclable Materials, or Bulky Waste to any legally permitted Solid Waste Management Facility or Recovered Materials Management Facility to receive such materials, with the prior written approval of the Administrator. Such facility may be in the region but across state lines.

2.8 Mixing of Loads or Materials

- 2.8.1 The Contractor shall collect Solid Waste, Yard Debris, Recyclables, and Bulky Waste generated in the County separate from any materials generated in another jurisdiction. No material generated in

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another jurisdiction shall be delivered to the Transfer Station or the Solid Waste Management Facility without prior written request and authorization.

- 2.8.2 The Contractor shall not combine loads of Solid Waste, Yard Debris, Recyclables, and Bulky Waste generated by Residential Customers with materials generated by Commercial Customers unless approved in writing by the Administrator. If Solid Waste from commercial establishments is co-mingled with residential Solid Waste during the collection process, all the waste shall be considered commercial Solid Waste.
- 2.8.3 For commercial accounts which utilize residential waste carts, this commercial waste is permitted to be co-mingled with residential Solid Waste during the collection process. The Contractor shall submit payment to the County annually, within 60 days of the close of the fiscal year to compensate for the disposal cost of these specialized commercial accounts. The payment shall be calculated annually for the preceding twelve months (October 1st thru September 30th) and reflective of the per-ton disposal cost during that period. For purposes of calculation it is assumed one ton of Solid Waste per cart, per year.

$$\begin{array}{ccccc} \text{Average number of carts} & \times & \text{Disposal} & = & \text{Annual payment to} \\ \text{during 12-month period} & & \text{Rate} & & \text{County} \end{array}$$

- 2.8.4 For commercial accounts which utilize up to five (5) residential recycling carts free of charge, the Recyclable Materials are permitted to be co-mingled with residential recyclables during the collection process. As such, Recyclable Material derived from residential carts shall be treated as residential material.
- 2.8.5 The Contractor shall collect Solid Waste, Yard Debris, Recyclables, and Bulky Waste separate from each other, and shall not combine loads of different material types nor from different jurisdictions.

2.9 Transition Prior to Commencement of Service

The Contractor will be required to participate in frequent and on-going transition meetings conducted by the Administrator or designee to plan and manage the transition process so that no service interruption occurs. However, it shall be the Contractor's responsibility to ensure a smooth transition and to minimize any inconvenience to Residential and Commercial Customers. To assist in accomplishing this smooth transition, no later than thirty (30) calendar days following the Effective Date, the Contractor shall submit to the Administrator a transition plan that provides a detailed description of how the Contractor will plan and prepare for providing Residential Collection Services and Commercial Collection Services leading up to the Commencement Date. The Transition Plan must meet the approval of the Administrator. At a minimum, the Contractor must address the following specific performance requirements in the transition plan and accomplish them according to the stated deadlines.

- 2.9.1 Coordination meeting with the outgoing contractor and county staff.
- 2.9.2 Schedule of transition meetings with county staff leading up to the Commencement Date.
- 2.9.3 Schedule for opening an office in Leon County.
- 2.9.4 Schedule and procedure for ensuring all existing Residential Customers have properly functional Solid Waste and Recycling Carts and such carts are accurately paired with related RFID data.
- 2.9.5 Schedule for removal and replacement of all containers for Commercial Customers owned by the outgoing contractor.
- 2.9.6 Schedule for obtaining all necessary labor, vehicles, equipment, and containers and ensuring all vehicles are street legal (registered, licensed, tagged, permitted to operate and to cross state lines)

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prior to the Commencement Date.

- 2.9.7 Schedule for providing a vehicle and equipment list, route summary, operational fueling plan, and branding schematic to the Administrator.
- 2.9.8 Schedule and procedures for validation of all existing customers, contact information including, first/last name, billing address, primary phone number and email.
- 2.9.9 Schedule to develop the RFID database; test the complete system, including collection vehicle RFID readers, data, and reporting; conduct training of County staff; and demonstrate, to the satisfaction of the County, that the RFID System is fully and reliably functioning within three months of the Commencement Date.
- 2.9.10 Schedule to provide proposed Special Service rate, and negotiated approval by the Administrator.
- 2.9.11 Schedule for delivering Administrator-approved public education flyer, Service guide, non-collection notice, and other materials to Residential Customers prior to the Commencement Date.
- 2.9.12 Schedule for delivering Administrator-approved Disaster Preparedness Plan.
- 2.9.13 Schedule for delivering the education and outreach fee to the Administrator.
- 2.9.14 Schedule for training labor and conducting dry-runs of collection routes.
- 2.9.15 Schedule and procedure for customer notification of scheduled service days.
- 2.9.16 Schedule and procedure for delivering the Service Guide to all customers.
- 2.9.17 Schedule for providing information outlined in Section 7.2.1 to the Administrator.
- 2.9.18 Schedule for providing billing procedures and sample bill to the Administrator.

2.10 Transition at End of Agreement

- 2.10.1 Prior to the expiration of the Agreement, the Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new agreement is awarded to a person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the County, to minimize any disruptions in the service provided to the public.
- 2.10.2 If deemed necessary by the County to ensure a smooth service transition, the County, through its Administrator or designee, reserves the right to unilaterally extend the term of this Agreement for up to three (3) additional one (1) month periods or any portion thereof, upon the same terms and conditions. Notice of the County's intent to extend the Agreement shall be provided by the County in writing to the Contractor prior to expiration of the initial term or renewal term.

ARTICLE 3 RESIDENTIAL COLLECTION SERVICE

3.1 Residential Solid Waste

- 3.1.1 The Contractor shall supply and distribute a 96-gallon Solid Waste Cart to each Residential Customer within the Franchise Area. A residential customer can have no more than three (3) carts maximum.
- 3.1.2 Upon request, the Contractor shall provide and deliver a 65-gallon Solid Waste Cart in lieu of a 96-gallon cart at no charge to the customer. The Contractor shall provide one Solid Waste Cart exchange per Residential Customer per Contract Year, and may charge thirty dollars (\$30.00) for any additional Solid Waste Cart exchanges during that Contract Year.
- 3.1.3 If a Residential Customer requests a second Solid Waste Cart, the Contractor shall deliver the additional Solid Waste Cart within five (5) business days of the Customer's request. The Contractor may charge the Residential Customer a fee of sixty dollars (\$60.00) for the delivery of a second Solid Waste Cart, or thirty dollars (\$30.00) should the customer chose to pick up the cart. The Contractor shall not charge an additional fee for servicing the additional Cart.

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- 3.1.4 Should a Residential Customer allow their account to lapse, the Contractor may charge a delivery fee not to exceed fifteen dollars (\$15.00) to redeploy a solid waste cart.
- 3.1.5 Once per week, the Contractor shall collect all Solid Waste generated by Residential Customers that has been properly prepared for collection as outlined in the Service Guide. All Solid Waste is to be bagged and placed within the Solid Waste Cart. Overflow Waste which is bagged next to the cart shall be serviced, provided the excess waste does not exceed the volume of a single cart. Should the Contractor document the excess occurs more than once a month, the Contractor may require the customer to acquire a second container following the terms set forth in Section 3.1.3.
- 3.1.6 Carts will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.

3.2 Residential Recyclables

- 3.2.1 The Contractor shall supply and distribute a 65-gallon Recycling Cart to each Residential Customer within the Franchise Area. A residential customer can have no more than three (3) carts maximum.
- 3.2.2 If a Residential Customer requests a second Recycling Cart, the Contractor shall deliver the additional recycling Cart within five (5) business days of the Customer's request. The Contractor may charge the Residential Customer a fee of thirty dollars (\$30.00) for the delivery of a second recycling Cart, or no charge should the customer chose to pick up the cart. The Contractor shall not charge an additional fee for providing or servicing the additional Cart.
- 3.2.3 Should a Residential Customer allow their account to lapse, the Contractor may charge a delivery fee not to exceed fifteen dollars (\$15.00) to redeploy a recycling cart.
- 3.2.4 Once per week, on the same day as Solid Waste collection, the Contractor shall collect all Recyclable Materials that have been set out in the as outlined in the Service Guide. Overflow recyclables which are containerized next to the cart, or in the case of cardboard is flattened and stacked, shall be serviced. Should the Contractor document the excess occurs routinely, the Contractor may require the customer to acquire a second container following the terms set forth in Section 3.2.2.
- 3.2.5 Carts will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.
- 3.2.6 Recyclables shall include newspapers, magazines, cardboard, paperboard, residential waste paper, glass containers, aluminum and metal cans, and all plastic containers. Recyclables shall be collected Single Stream.
- 3.2.7 Upon thirty (30) days written notice to the Contractor, the County may add or delete the types of items included as Recyclables. The addition of items shall be at no additional cost to the County unless the Contractor can document that the addition of such items substantially impacts the cost of providing Residential Collection Service.

3.3 Residential Yard Debris

- 3.3.1 The Contractor shall collect, on the same day as Solid Waste collection, all Yard Debris generated by Residential Customers that has been properly prepared and stored for collection. Yard Debris will

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be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.

- 3.3.2 Yard Debris shall be placed in customer-provided Waste Containers or other reusable containers or plastic or paper bags or may be non-containerized or in piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width, with no limit to the number of compliant piles. A customer may place up to five (5) piles per week for service on their scheduled day of pick-up. Should there be more than five piles meeting specified dimensions the quantity of yard debris may require collection using a different collection vehicle, in which case collection may be made by the following Saturday.
- 3.3.3 Containerized Yard Debris shall not exceed 50 pounds per Waste Container. Individual pieces shall not exceed six (6) feet in length and six (6) inches in diameter, with no individual piece exceeding 50 pounds. Large branches, trees, or bulky or non-containerized Yard Debris not meeting these specifications may not be picked up by the Contractor. Yard Debris does not include any form of matter or waste generated by tree surgeons or arborist services.
- 3.3.4 Natural Christmas trees not exceeding 8-feet or 50 pounds shall be serviced as Yard Debris.
- 3.3.5 The Contractor shall exercise care to ensure that contamination of the collected Yard Debris is kept to a minimum.
- 3.3.6 The Contractor shall remove the Yard Debris from any plastic bag used as a container before placing the Yard Debris in the collection vehicle. The Contractor shall retain the plastic bag on the collection vehicle separate from the Yard Debris for later disposal as Solid Waste or return it to the Residential Customer's Solid Waste Cart if Solid Waste has not yet been collected.
- 3.3.7 Yard Debris exceeding dimensions listed herein shall be collected by a Special Service, which may be arranged between the Residential Customer and the Contractor. The Special Service rate structure shall be negotiated between the Contractor and the County prior to Commencement of the Agreement utilizing a methodology based upon cost-incurred by the Contractor. Such rate structure shall not be deemed exorbitant, and shall be consistently applied to Residential Customers.

3.4 Residential Bulky Waste

- 3.4.1 The Contractor shall pick up Bulky Waste, including White Goods within seven (7) days of request by a customer. Upon such customer request, the Contractor shall provide a 72-hour window of which the pick up will occur. Bulky Waste need not be containerized and shall be placed Curbside/Roadside. These items shall be picked up at no extra charge.
- 3.4.2 The Contractor shall be responsible for the proper handling of any White Goods that the Contractor collects. The Contractor shall not crush or compact any White Goods and shall take appropriate steps to control the release of Freon, coolants, or other similar materials.

3.5 Back Door Collection

- 3.5.1 The Contractor shall provide Back Door collection of Solid Waste and Recyclables, at no additional cost to the Residential Customer or the County, where all adult residents of a dwelling unit are disabled as certified by a medical doctor. The point of collection for Back Door service shall be the customer's backyard, side yard, or other location that is mutually acceptable to the Container and the Residential Customer. There is no maximum distance for point of collection for certified medical

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back door service. Carts shall be returned to the point of collection in accordance with Section 6.1.3. The Contractor shall provide Back Door service on the scheduled collection day when Residential Collection Service would otherwise be provided to the customer.

- 3.5.2 The Contractor may provide Courtesy Back Door collection service to Residential Customers that are not disabled for an additional fee, as specified in Exhibit 3. For collection of carts that are further than 200 feet, a fee may be negotiated between the Customer and the Contractor and shall not exceed 20% of the additional fee listed in Exhibit 3. This fee will be charged directly to the Customer.

3.6 Containers and Carts

- 3.6.1 The Contractor shall replace a customer-owned Waste Container within three (3) business days after being notified by the customer that the customer's container was damaged by the Contractor. The Contractor shall provide a replacement container (as applicable) that is similar in style, material, quality, and capacity to the customer's original container.
- 3.6.2 Subscribers will retain existing carts associated with each residence prior to October 1, 2020. Thereafter, the Contractor shall be responsible for maintenance and replacement of all Solid Waste Carts and Recycling Carts. The Contractor shall distribute a Solid Waste Cart and Recycling Cart to any new Residential Customers during the term of the Agreement within three (3) business days of request. Until the Carts are delivered, all bagged or containerized Solid Waste and Recyclables placed Curbside by the resident must be collected by the Contractor. Carts provided to new customers may be previously used, provided the Carts are in good repair, clean and serviceable condition. The initial distribution of Carts and distribution to any new Residential Customers shall include information approved by the County. Information provided with carts must include the Residential Customer's set out guidelines, rates, regulations, complaint procedures, the days of collection, and recycling guidelines. Production costs for information provided with Carts shall be borne by the Contractor.
- 3.6.3 Solid Waste Carts shall be approximately 96 gallons in size and shall meet the specifications listed in Exhibit 5. Solid Waste Carts shall be equipped with an RFID tag, imprinted with a logo, and labeled with a matrix barcode. All labels and markings must be approved by the Administrator. No Contractor logo shall be placed on the cart. The Contractor shall substitute a 65-gallon Solid Waste Cart upon request.
- 3.6.4 Recycling Carts shall be approximately 65 gallons in size and shall meet the specifications listed in Exhibit 5. Recycling Carts shall be equipped with an RFID tag, imprinted with a logo, and labeled with a matrix barcode, as well as have an instructional label on the lid. All labels and markings must be approved by the Administrator. No Contractor logo shall be placed on the cart.
- 3.6.5 RFID technology shall meet all specifications as established by Exhibit 6. RFID technology maintenance shall be considered part of cart maintenance, and shall be the responsibility of the Contractor.
- 3.6.6 The Contractor shall maintain and make available to the Administrator an asset database of all Solid Waste and Recycling Carts within three (3) months of Commencement. The database will include serial number, size, RFID tag number, and address location. The Contractor will be responsible for reporting and tracking the movement of all Solid Waste and Recycling Carts including deliveries, removals, repairs, and warranty recovery to the Administrator upon request. The Contractor shall maintain and provide to the Administrator web-based access to all RFID information including information necessary to track asset management, service verification, and set out rates.

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- 3.6.7 The Contractor shall maintain an adequate inventory of Solid Waste Carts, Recycling Carts, and parts to provide all replacement, repair, and additional Cart requests specified herein. The required minimum number of carts in inventory shall not be less than 1% of active customer accounts. All replacement Solid Waste Carts and Recycling Carts shall be identical in type, size, and color to those in existence at the commencement of this Agreement unless otherwise approved by the Administrator.
- 3.6.8 The Contractor shall repair or replace any damaged Solid Waste Cart or Recycling Cart, at the Contractor's expense, within five (5) business days of notification by a Residential Customer. Until the Carts are delivered, all bagged or containerized Solid Waste and Recyclables placed Curbside by the resident must be collected by the Contractor. Replacement Carts provided to customers may be previously used, provided the Carts are in good repair, clean and serviceable condition.
- 3.6.9 Upon request by the Administrator, the Contractor shall provide and service Residential Customers with bear-resistant Solid Waste and/or Recycling Carts. The Contractor shall not be responsible for the additional cost of a bear resistant cart, only the base cost of a standard cart. Such additional costs of the enhanced cart will be provided either by the County, customer, or through a grant. Bear-proof carts shall comply with same specifications as regular carts (Section 3) unless otherwise approved by the Administrator. There shall be no additional service fee for bear-proof carts.
- 3.6.10 Ownership of Residential Solid Waste and Recycling Carts shall rest with the Contractor until such time as the Agreement expires or terminates, at which time ownership of all initial and replacement Residential Solid Waste Carts and Recycling Carts shall rest with the County. Title to carts shall transfer automatically to the County, without any further action being required by either party.

3.7 Non-Collection Procedures

- 3.7.1 If any materials placed Curbside/Roadside for collection contains Hazardous Waste, or other non-acceptable waste, the Contractor shall not be required and shall be prohibited from collecting and disposing of the waste. The Contractor shall place a non-collection notice clearly visible next to the materials, on the cart, or on the container identifying cause, date, time for non-collection and steps to resolve. The driver shall report the address, and cause for non-collection to the Contractor, with such details being added to the customer's account within the same service day.
- 3.7.2 In the event that the Solid Waste, Recyclables, Yard Debris, or Bulky Waste placed out for collection does not comply with set out procedures or is contaminated pursuant to the Agreement or County Code, the Contractor is not required to collect it. If the Contractor elects to not collect such materials on the day of scheduled service, a non-collection notice shall be placed on the cart, container, or non-conforming materials explaining why collection was not made. The driver shall report the address, and cause for non-collection to the Contractor, with such details being added to the customer's account within the same service day.
- 3.7.3 In the event of non-collection the Contractor shall notify the County of any occurrences prior to the end of the following Work Day.
- 3.7.4 The design and content of non-collection notices must be approved by the Administrator.

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ARTICLE 4 COMMERCIAL COLLECTION SERVICE

4.1 Commercial Solid Waste

- 4.1.1 The Contractor shall collect Solid Waste from Commercial Customers within the Franchise Area. The size of the commercial container, whether the container should be bear resistant, and the collection frequency shall be determined by the Commercial Customer. However, the size of the container, need for lock bar, and the collection frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities.
- 4.1.2 Commercial containers shall be water-tight and shall be kept at a single point of collection easily accessible to the Contractor, but never upon any public streets, alley, road, sidewalk, parkway or part thereof. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.
- 4.1.3 The Contractor shall give new Commercial Customers a copy of the Contractor's container service guidelines, rates, regulations, complaint procedures, the days of collection, and recycling guidelines. Production costs for information provided with new accounts shall be borne by the Contractor.

4.2 Non-Exclusive Commercial Recycling

The Contractor shall offer collection of Single Stream Recyclables to all Commercial Customers within the Franchise Area at rates not to exceed those provided in Exhibit 4. The Contractor shall service up to five (5) 65-gallon recycling roll carts at no cost to the customer should the customer request such carts. The Contractor is required to provide such recycling roll cart service for no greater than 100 carts. Such collection shall be compliant with Section 2.8, and such Recyclables shall be delivered to the County-Designated Facility.

ARTICLE 5 ADDITIONAL SERVICES

5.1 Collection Services to County Facilities

- 5.1.1 The Contractor shall provide collection of Solid Waste or Recyclable Materials to the County facilities listed in Exhibit 7 at no charge. Collection service shall include providing and maintaining the collection container, servicing the containers on a frequency specified by the County, and delivering all Solid Waste and Recyclable Materials to the County-Designated Facility.
- 5.1.2 The County may add facilities or delete locations and containers to those listed in Exhibit 7.

5.2 Public Education

- 5.2.1 Educating the public concerning Solid Waste and Recyclable collections and promoting waste reduction and Recycling are critical to the success of the County's Waste Program. While the County accepts primary responsibility for developing its public education for residential customers, the Contractor shall, when requested by the County, assist in implementing the program. The Contractor shall contribute a yearly education and outreach fee of thirty-five thousand dollars (\$35,000). This fee will support recycling and waste reduction education and sustainability outreach efforts. The payment shall be due by October 1 of each year during the Initial Term and Renewal Term, if any, of the Agreement. The first year's education and outreach fee payment shall be due October 1, 2020.
- 5.2.2 The Contractor shall provide information in the form of a Service Guide regarding collection

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procedures, days, and routes; service rates; regulations; and complaint procedures to all Residential and Commercial Customers at least once per year. Prior to the Commencement Date, this information shall be delivered through direct mail. Subsequently, this Service Guide shall be direct mailed to customers on or about the 1st of September of each year. This information shall also be distributed with delivery of all Carts or Containers, including both new and re-established accounts. Such guide shall be made available in both English and Spanish. The cost of Service Guide publication shall be borne solely by the Contractor and produced in accordance with specifications in Section 5.2.5. Publications must be approved by the Administrator prior to distribution.

- 5.2.3 The Contractor shall distribute educational, event, or promotional materials developed by the County to all Residential and Commercial Customers up to four times annually. Content of such material may not be limited to waste related events. Materials shall be included with regular billing statements, so long as the added material triggers no increased cost in mail postage rate.
- 5.2.4 The Contractor shall, at no time, develop or distribute any promotional and/or educational materials to customers without prior written authorization from the Administrator.
- 5.2.5 All publications and promotional material referenced in Section 5.2 shall be reproduced to meet the following standards. These standards are to ensure visual quality on content upon reproduction for distribution. Promotional material will be formatted to letter size (8.5 x 11 inches), two sided, color. Materials must meet Leon County standards for color, resolution, and quality, and are subject to third-party review for compliance with the technical print standards described below. In general, materials must be high quality, displaying accurate, high-resolution reproductions of all photos, graphic elements and text, and printed at the resolution provided. Reproductions with muddy images and tints, offsetting, misaligned color registration, multiple print artifacts, or color imbalances are considered defective and are therefore unacceptable. For color, the print process must yield solid primary and secondary (trap) colorimetry and 3-color-gray colorimetry at 10%, 25%, 50% and 75% within 5-delta-E of targets outlined by ANSI CGATS 21-2 CRPC2, 3, 4, 5, 6, or 7 general printing or publication printing CRPCs. Print resolution must be 150lpi or higher/25 micron FM or equivalent. For quality purposes, color-to-color registration must be within 0.004". Documents containing 2 or more setoff and print artifacts on images are unacceptable.

ARTICLE 6 QUALITY OF SERVICE

6.1 Manner of Collection

- 6.1.1 The Contractor shall conduct work in such a manner as to avoid damage to public or private property. Damage includes discharge of hydraulic fluid or any breakage or damage caused by its operation. The Contractor shall be cognizant of all existing utilities, shall operate with due care in the vicinity of such utilities. The Contractor shall immediately have any damage repaired or corrected at no additional cost to the owner or the County. The County's Authorized Representative shall be notified immediately of any property damage.
- 6.1.2 The Contractor shall make collections with a minimum of noise and disturbance to residents.
- 6.1.3 Solid Waste Carts, Recycling Carts, and Waste Containers shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. All vendor supplied Solid Waste Carts and Recycling Carts shall be placed upright on the ground, with lids closed, in the original location. Carts shall not be left in a location so as to block streets, driveway access, or cause obstruction to sidewalks. Any customer supplied yard debris receptacle found in a rack, cart or enclosure of any kind shall be returned

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upright, to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles.

- 6.1.4 During transportation and collection activities, all collected materials and liquids shall be contained, tied, or enclosed to prevent leaking, spilling, and release of litter. Contractor is to immediately correct equipment causing leaking, spilling or litter. Contractor is to immediately remediate released litter upon notice.
- 6.1.5 The Contractor shall not cause any leachate or hydraulic spillage to occur upon the premises or the rights-of-way wherein the collection shall occur both on private or public property. In the event of any spillage caused by the Contractor, the Contractor shall notify the County immediately. Remediation of such spillage shall begin within 24 hours and be rectified promptly. Such remediation shall be conducted to the satisfaction of the County's Authorized Representative up to, and including resealing or resurfacing depending on the severity of the damage.

6.2 Supervisors

- 6.2.1 The Contractor shall assign a qualified person or persons, who is locally based, to be in charge of the operations within the Franchise Area. The Contractor shall give the names of these persons to the Contract Administrator. Information regarding each person's experience and qualifications shall also be furnished.
- 6.2.2 Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Administrator and/or Customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is equipped with communication devices and the Contractor will supply, install and maintain communication equipment for up to two (2) personnel of the waste control service of the County. Method of contact (such as phone number, radio frequency) and contact information shall be provided to Leon County.

6.3 Personnel

- 6.3.1 Uniforms: The Contractor's collection employees shall wear a uniform or shirt bearing the company's name. The Contractor shall furnish to each employee an identifying badge, not less than two and one-half (2-1/2) inches in diameter, with numbers and letters at least one (1) inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned. The Contractor shall furnish foul weather gear and safety equipment.
- 6.3.2 Conduct: The Contractor's employees shall serve the public in a courteous, helpful and impartial manner. The Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties have given written permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants.
- 6.3.3 Drivers: Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- 6.3.4 Training: The Contractor shall provide operating training and safety training for all personnel.

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Training shall include policy and protocols outlined in this contract such as proper cart placement and uniform requirements. Such training manual and staff training logs shall be provided semi-annually to the Administrator.

- 6.3.5 Wages and Benefits: Conditions of employment shall be published and conspicuously posted so all employees may be informed.
- 6.3.6 Equal Opportunity: 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.
- 6.3.7 Compliance with Law: The Contractor shall comply with all applicable federal, state and local laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect including the Fair Labor Standards Act.

6.4 Equipment

- 6.4.1 The Contractor shall have collection equipment of sufficient capacity and size to permit the Contractor to adequately and efficiently perform its contractual duties. No collection vehicle (frontline or reserve) shall exceed three (3) years in age at the Commencement Date or ten (10) years in age at any point during the Agreement. The age of the vehicle will begin with the manufacture year that is specified on the title. Equipment shall be obtained from nationally known and recognized manufacturers of solid waste collection and disposal equipment. All replacement vehicles shall be new equipment unless otherwise agreed to by the Administrator.
- 6.4.2 The Contractor shall report inoperable frontline equipment to the County within one (1) hour of malfunction. The Contractor shall have available, at all times, reserve equipment which can be put into service and operational within two (2) hours of any breakdown or inoperability. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.
- 6.4.3 All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 6.4.4 For residential collections, the Contractor's collection vehicles, both frontline and reserve, shall be equipped with RFID reading equipment that is compatible with the RFID tags specified for the Solid Waste and Recycling Carts. The RFID reading equipment shall be supplied and maintained by the Contractor. Data acquired with the RFID reading equipment will be thorough and capable of: (a) tracking collection events for customer service purposes, dispute resolution, and program participation; (b) tracking and verifying the location of Solid Waste and Recycling Carts; (c) tracking repairs that are required/have been performed; and (d) providing additional collection information, as requested by the Administrator. Any cause for inoperability of RFID equipment shall be corrected immediately to ensure no gap in information greater than three (3) days. Should the Agreement be renewed, a validation of proper inventory and location will be conducted for every cart and customer account.

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- 6.4.5 For residential collections, the Contractor's collection vehicles, both frontline and reserve, shall be equipped with GPS tracking. Such tracking shall be supported by a software capable of documenting vehicle route location for no less than 30 days. Such software shall be made accessible to the County to view real-time GPS in support of tracking collection events for customer service purposes and dispute resolution.
- 6.4.6 Collection vehicles shall be labeled uniformly with the name of the Contractor, business telephone number as supplied by Leon County (850-606-1899) and the number of the vehicle in letters and numbers not less than five (5) inches high on each side of the vehicle. The number of the vehicle shall be on the sides and rear of each vehicle and a record kept of the vehicle to which each number is assigned. Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The rear of the vehicle shall contain signs warning the public of frequent stops. No advertising shall be permitted on vehicles, except of events sponsored by the County. A sample branding schematic shall be provided to the Administrator for each service line. A list of the Contractor's collection vehicles shall be submitted to the Administrator prior to commencement of service, annually thereafter, and shall be kept current throughout the Agreement.
- 6.4.7 Such equipment shall be used for the collection and transportation of the identified material only unless written approval is received from the County Administrator.
- 6.4.8 Vehicles and equipment used to service Leon County, shall only be used on Leon County accounts. A written request shall be submitted to the Administrator in advance to use equipment designated for Leon County in another municipality. Likewise, any non-branded vehicles being used to service Leon County accounts requires prior notice.

6.5 Fuel

- 6.5.1 Within 90 days of the Effective Date, the Contractor shall provide a fueling operational plan to the County Administrator for consideration and approval. Such plan shall at minimum: identify a fueling station site to either provide or obtain CNG; demonstrate the ability to provide sufficient quantities of fuel that are necessary for the Contractor to perform its obligations under the terms of this Agreement; steps to ensure fueling equipment is adequately operated, serviced, repaired and maintained; identify a detailed contingency fueling plan should the fuel source be interrupted.
- 6.5.2 If at any point it appears or becomes imminent that the Contractor will be unable to provide or obtain sufficient fuel to comply with the provisions of this Agreement, the Contractor shall notify the County and activate its contingency plan to ensure an adequate number of vehicles are operable and service under this Agreement is not interrupted.

ARTICLE 7 RECORD KEEPING AND REPORTING

7.1 Record Keeping

The County shall have the right to review all records pertaining to this Agreement maintained by the Contractor upon three (3) days written notice. A certified annual financial statement of the parent company shall be furnished to the County within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Agreement and any extension thereof.

7.2 Reporting

- 7.2.1 The Contractor shall provide the following information to the Administrator prior to commencement of service and shall update this information as needed to ensure the Administrator

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has current information at all times.

- List all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%).
- Names, qualifications, and contact information of persons in charge of the Contractor's operations.
- Routes and schedules for Residential Collection Service.
- List of collection vehicles, both frontline and reserve to include: truck ID, primary line of service, age, primary route(s) assigned.

7.2.2 By the tenth (10th) of each month during the term of this Agreement, the Collector shall submit a report electronically to the Administrator, in a format approved by the Administrator, which may include use of the RFID system reports. The report shall contain the following information:

- Complaints: List of all complaints filed during the previous month and their disposition, including the nature of such complaint, address, actions to resolve, date of resolution.
- Non-collection notices: List of all non-collection notices issued during the previous month, including address, line of service, and reason for non-collection.
- Recycling customer participation: Number of customers that set out residential Recyclables or were serviced for each route for each collection during the previous month.
- Cart: List of all carts and corresponding addresses which had a Solid Waste or Recycling cart delivered, repaired, replaced.
- Franchise Fee Documentation: Documentation to verify the franchise fee submitted to the County, in a format approved by the Administrator.
- Residential Customers: List of Residential Customers receiving collection service, including first name, last name, primary phone, address, and account number.
- Commercial Customers: List of Commercial Customers provided Solid Waste collection and/or Recyclables collection by the Contractor, including container type and size and frequency of collection primary contact, phone, address, and account number.
- Residential Recyclables and Bulky Waste Tonnage: Tons of residential Recyclables and Bulky Waste collected during the previous month, including weight tickets from the designated facilities.
- Commercial Recyclables Tonnage: Tons of commercial Recyclables collected during the previous month.

7.2.3 The Contractor shall provide the County with complete visibility of daily Residential collection operations through the use of a web-based RFID tracking software system. The software shall have the ability to generate reports daily, weekly, or monthly based on container activity, such as inventory reports, maintenance reports, set out rates, non-collection events, and any others requested by the County. Reports should be able to be viewed in PDF format or downloadable in Excel format. The system shall also have the following capabilities and/or requirements:

- Visibility of every resident's collection event by truck, route, resident, cart, location, date, and time.
- Visibility of carts serviced by cart serial number, by cart address association, by cart GPS location of service.
- System shall not necessitate the County install or support operating software for the collection and delivery of such collection data.
- The Contractor shall provide onsite training to County staff ensuring ability to operate.

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ARTICLE 8 RATES AND BILLING

8.1 Rate Schedule

Rates shall be delineated in the rate schedules provided in Exhibit 3 and Exhibit 4. The rate schedule shall be revised annually in accordance with Sections 8.5 and 8.6 herein.

8.2 Residential Billing Procedures

8.2.1 The Contractor shall be responsible for all billing and payment collections for Residential Collection Service. Residential Customers shall be billed quarterly at rates established in the Exhibit 3. The rate shall be displayed as a flat rate for all lines of service, rather than itemized. The rate schedule for Residential Collection Service shall not include disposal. No additional fees or surcharges may be charged to Residential Customers except for Special Services. The Contractor reserves all rights to collect delinquent accounts associated with Residential Collection Service. This includes, but is not limited to, placing of liens on Residential Property, reporting uncollectable accounts to a credit reporting agency, utilizing collection agencies to collect delinquent accounts and fees associated therewith, and any other means deemed necessary. The Contractor may begin the collection process not earlier than the end of each quarter after services has been performed.

8.2.2 The Contractor shall supply procedures for billing including the timeline for: bill creation, bill mailing, past-due notice(s), ceasing service, collecting carts. Residential customers shall be provided a minimum of 60 days between dissemination of bill and receipt of the first past-due notice, whether written or phone.

8.3 Commercial Billing Procedures

The Contractor shall be responsible for all billing and payment collections for Commercial Collection Service, including collection and disposal. Commercial Customers may be billed as often as monthly at rates pursuant to the rate schedule in Exhibit 4. No additional fees or surcharges may be charged to Commercial Customers for Commercial Collection Service.

8.4 Invoice Requirements

The Contractor shall mail all invoices for service in a Number 10 standard business envelope with a self-addressed remittance envelope unless customer elects to receive an electronic statement. The Contractor shall also have the ability to produce and include one (1) 8-1/2" X 11" tri-fold insertion with the invoice or electronic attachment with content provided by the County or the Contractor. Details for such production should meet standards described in Section 5.2.5.

8.5 Adjustments to Residential Rates

8.5.1 The initial Residential Collection Service rates shall be in accordance with the rates established in Exhibit 3. The unit price for Residential Collection Service shall remain the same through the first year of the Agreement. Beginning October 1, 2021 and each October 1 for the remaining term of the Agreement, the rate shall be adjusted as set forth in this section 8.5. Should the Contractor intend to adjust the rate, the revised rate shall be submitted to the Administrator for review 45 days prior to the effective date of the new rate.

8.5.2 Ninety percent (90%) of the rate shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index between the month of February in the previous year and the month of February in the current year.

8.5.3 Ten percent (10%) of the rate shall be adjusted based on the percentage change in the Diesel and/or CNG fuel price between the average monthly fuel price from February through January in the year

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prior, and the average monthly fuel price from February through January of the most current twelve (12) months. This adjustment shall reflect the current make-up of the Contractor's frontline vehicle fleet. For example, if at the time of adjustment, fifty percent (50%) of the Contractor's fleet utilizes diesel, and fifty percent (50%) of the Contractor's fleet utilizes CNG, five percent (5.0%) of the rate shall be adjusted based on the change in the Diesel Fuel Index, and five percent (5.0%) of the rate shall be adjusted based on the change in the CNG-Fuel Price. as reflected in Section 8.5.6. The Contractor shall provide documentation of fleet composition before the annual rate adjustment.

- 8.5.4 The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate. The rate adjustment shall be calculated as specified in Exhibit 8.
- 8.5.5 The CPI will be the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.
- 8.5.6 The Diesel Fuel Index will be the Ultra-Low-Sulfur No. 2 Diesel Fuel Prices: U.S. Gulf Coast (0-15 ppm) Retail Prices (cents per gallon), published by the United States Department of Energy, and the Compressed Natural Gas index will be the Consumer Price Index: Utility (Piped) Gas Service in U.S. City Average, All Urban Consumers.
- 8.5.7 If the CPI or Fuel Index is discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

8.6 Adjustments to Commercial Rates

- 8.6.1 The initial Commercial Collection Service rates shall be in accordance with the rates established in Exhibit 4. The unit price for Commercial Collection Service shall remain the same through the first year of the Agreement. Beginning October 1, 2021 and each October 1 for the remaining term of the Agreement, the rate shall be adjusted in accordance with this Section 8.6.
- 8.6.2 Collection Element Adjustment: The collection element of the Commercial Collection Service rates shall be adjusted in a manner similar to that described in Section 8.5. In no event shall the annual collection element adjustment exceed five percent (5%) of the previous year's collection element of the service rate.
- 8.6.3 Disposal Element Adjustment: The disposal element of the Commercial Service rates shall be adjusted when tip fees at the County-Designated Facility change based on the following formula:

$$\begin{array}{rcccl} \text{New} & & 125 \text{ lbs/cy} & & \text{New Commercial} \\ \text{Tipping Fee} & \times & (\text{Commercial waste} & \times & \text{Solid Waste Disposal} \\ (\$/\text{ton}) & & \text{density factor}) & & \text{Element} \\ & & & & (\$/\text{cy}) \end{array} =$$

Changes in the disposal element shall be effective immediately upon change in the tipping fee.

8.7 Change in Law Adjustments

The Contractor may petition the County for an additional rate adjustment resulting from a change in law. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor such further information as may be reasonably

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necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the County, the Administrator shall make a determination regarding the fairness of the request, and shall make a recommendation to the Board of County Commissioners at a regular meeting. Adjusted rates shall become effective upon approval by the Board of County Commissioners.

8.8 Franchise Fees

The Contractor shall remit to the County a franchise fee in the amount of five percent (5%) of the annual gross revenues collected within the Franchise Area for Residential Collection Service and Commercial Collection Service. Payment of the franchise fee shall be made by the Contractor on a quarterly basis in arrears for revenues received for services provided after October 1, 2020, not later than thirty (30) calendar days after the close of each quarter. All amounts which are not paid when due and payable hereunder shall bear interest at twelve percent (12%) until paid. The County reserves the right to adjust the franchise fee as shall be deemed reasonably necessary or appropriate by the County, provided the Contractor's rates are adjusted accordingly.

ARTICLE 9 PERFORMANCE

9.1 General Performance Requirements

- 9.1.1 All dealings, contracts, notices and payments between the Contractor and the County shall be directed by the Contractor to the Administrator. The authorized representative for the purposes of answering any technical questions with regard to this Agreement is the Leon County Director of Resource Stewardship, (850) 606-5000.
- 9.1.2 The Contractor's performance of this Agreement shall be supervised by the Administrator. If at any time during the life of the Agreement, performance satisfactory to the Administrator shall not have been made, the Contractor, upon notification by the Administrator shall increase the labor force, tools and equipment as needed to properly perform this Agreement. The failure of the Administrator to give such notification shall not relieve the Contractor of his or her obligation to perform the Work at the time and in the manner specified by this Agreement.
- 9.1.3 The Contractor shall furnish the Administrator or his or her Authorized Representative with every reasonable opportunity for ascertaining whether or not the Work as performed is in accordance with the requirements of the Agreement.
- 9.1.4 The Administrator may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the County to make such inspections at any reasonable time and place.
- 9.1.5 The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. Nor shall waiver by the County of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.
- 9.1.6 The Contractor shall cooperate with Authorized Representatives of the County in every reasonable way in order to facilitate the progress of the Work contemplated under this Agreement. They shall have at all times a competent and reliable English-speaking representative locally available and on duty authorized to act for them.

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9.2 Complaints and Resolution

- 9.2.1 The Contractor shall prepare and maintain, in accordance with the format approved by the Administrator, an electronic register on all complaints and requests, and indicate the disposition and actions taken for each complaint. The register shall be available for County inspection at all times during business hours. The electronic register shall also indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. A monthly listing of all the complaints and requests filed and their disposition shall be provided monthly to the Administrator. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the Administrator and representative of the Contractor. Disputes shall be referred to the Administrator and their decision shall be considered a final determination.
- 9.2.2 When a complaint or request is received before 12:00 noon it shall be resolved that day; otherwise, it shall be resolved no later than the end of the next working day. If the complaint is deemed illegitimate by the Contractor, the complainant shall be notified as to the cause of inaction, and such cause shall be documented by the Contractor.
- 9.2.3 The Contractor shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Contractor can respond to the message within sixty (60) minutes.
- 9.2.4 It is recognized that disputes may arise between the County and the Contractor with regard to the collection of Refuse. The Administrator may from time to time notify the Contractor by telephone, electronic mail and facsimile to remove all such Refuse. Should the Contractor fail to remove the Refuse within twenty-four (24) hours from time of notification, the County will do so and Liquidated Damage shall be assessed from the Contractor dependent upon the amount of Refuse. Notice of the amount shall be given to the Contractor.

9.3 Liquidated Damages

- 9.3.1 Basis for Liquidated Damages: The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by County as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

The Parties further acknowledge that provision of all services specified in this Agreement in a consistent, reliable manner is of utmost importance to County and that the County has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary

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and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the County and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which the County will suffer. Therefore, without prejudice to the County's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

- 9.3.2 The Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages. All Liquidated Damages shall apply during the transition period beginning ninety (90) days prior to and ending ninety (90) days after the Commencement Date.
- 9.3.3 Process: The County's Authorized Representative will provide written notice of any assessment of liquidated damages and the Contractor will then have five (5) business days to submit a written response detailing the basis for disputing the assessment and provide all documentation, in an orderly fashion, necessary to support such dispute. Failure to respond in writing constitutes acceptance of the assessment. The County's Authorized Representative will attempt to resolve the dispute within five (5) business days. In the event no resolution is reached, at the written request of the Contractor, the Administrator shall attempt to resolve the dispute with the Contractor. If the dispute is not resolved within seven (7) business days following the date such request is received by the Administrator, the Contractor and the County may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the costs of mediation shall be divided equally, unless otherwise mutually agreed, among the Contractor and the County. If the parties are not able to resolve the dispute through mediation, or if the dispute is not submitted to mediation, the decision of the Administrator shall be observed. If the Contractor is not satisfied with the decision of the Administrator it may take whatever further action(s) may be available at law, in equity, or under the Agreement.
- 9.3.4 Any waiver or forbearance by the County or the Contractor of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the County or the Contractor to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.
- 9.3.5 Payment: Contractor shall pay any Liquidated Damages assessed by the County within 45 Business Days of the date the Liquidated Damages are assessed. If they are not paid within the 45 Business Day period, the County may proceed against the performance bond required by the Agreement, order the termination of the rights or "franchise" granted by this Agreement, or all of the above.
- 9.3.6 Amount of Liquidated Damages: The Administrator may assess liquidated damages in the amounts listed below.

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Section	Performance Standard Violation	Liquidated Damages	Increment
2.2.1	Providing collection service outside of standard	\$100	Per vehicle, per day
2.3.3	Failure to notify of permanent route or schedule changes	\$50	Per customer
2.3.4	Failure to complete a route within standard	\$1,000 per route, \$2,000 per route for each additional incident within any 30-day period	Per route
2.3.4	Failure to notify Residential Customers of temporary route or schedule delays	\$25	Per address
2.4	Failure to operate office within standard	\$500	Per day
2.5.1	Failure to reestablish regular service post-disaster	\$2,000	Per day
2.7.1	Failure to deliver materials to the appropriate County-Designated Facility	\$500	Per delivery
2.8.5/6.4.7/6.4.8	Mixing of loads	\$500	Per incident
2.9	Failure to provide schedule	\$100	Per requirement, per day
2.9	Failure to abide by schedule and/or accomplish performance requirement	\$500	Per requirement, per day
3.1.3	Failure to deliver 2 nd waste cart within standard	\$20	Per day
3.1.5	Failure to service Solid Waste within standard	\$25	Per address
3.2.2	Failure to deliver 2 nd recycling cart within standard	\$10	Per day
3.2.4	Failure to service Recyclables within standard	\$25	Per address
3.3.1	Failure to service Yard Debris within standard	\$25	Per address
3.3.6	Failure to remove plastic bags from Yard Debris	\$250	Per truck
3.4.1	Failure to service bulky waste within 7-day standard	\$100	Per address
3.4.1	Failure to service bulky waste within 72-hour standard	\$25	Per address
3.4.2	Failure to properly handle White Goods	\$250	Per address
3.5.1	Failure to service medical back door customer within standard	\$100	Per container

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Section	Performance Standard Violation	Liquidated Damages	Increment
3.5.2	Failure to service non-medical backdoor customer within standard	\$50	Per container
3.6.1	Failure to replace customer-owned container within standard	\$20	Per day
3.6.2	Failure to deliver solid waste or recycle cart within standard	\$50	Per cart, per day
3.6.3/3.6.4	Provision of waste/recycling cart not meeting specifications	\$250	Per cart
3.6.6/7.2.3	Failure to accurately maintain RFID asset database	\$100	Per day
3.6.7	Failure to maintain adequate inventory of carts and parts	\$500	Per day
3.6.8	Failure to repair/replace damaged cart within standard	\$50	Per cart, per day
3.7.1/3.7.2	Failure to properly complete and place non-collection notice	\$50	Per material / cart
3.7.1/3.7.2	Failure to properly report and document non-collection	\$50	Per material / cart
3.7.3	Failure to notify County of non-collection notices	\$200	Per material / cart
4.1.3	Failure to include proper guideline materials	\$50	Per container
5.2.2/5.2.4/5.2.5	Failure to properly develop or distribute materials	\$1,000	Per incident
6.1.3	Failure to properly handle carts/containers	\$20	Per cart
6.1.4	Failure to properly contain materials	\$100	Per incident
6.1.4/6.1.5	Failure to remediate spillage within standards	\$100	Per occurrence, per day
6.1.5	Failure to properly notify of spillage within standard	\$500	Per occurrence, per day
6.4.1	Operation of vehicle not within age standard	\$1,000	Per vehicle, per week
6.4.2	Inoperable equipment not reported within standard	\$250	Per incident
6.4.2	Reserve equipment not adequately activated	\$1,000	Per incident
6.4.4	RFID equipment not operational	\$500	Per vehicle, per day
6.4.5	GPS equipment not operational	\$500	Per vehicle, per day
6.4.6/6.4.7/6.4.8	Use of non-conforming equipment	\$500	Per day

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Section	Performance Standard Violation	Liquidated Damages	Increment
6.5.3	Failure to properly activate the fuel contingency plan	\$1,000	Per vehicle, per day
7.2.1/7.2.2	Failure to submit required report within required timeframe	\$100	Per day
8.2	Failure to comply with bill procedures	\$1,000	Per incident
9.2.1	Failure to properly prepare and maintain a register of complaints	\$2,000	Per month
9.2.2	Failure to resolve a request within standard	\$100	Per complaint
9.2.3	Failure to respond to messages within standard	\$100	Per incident
9.2.4	Failure to remove Refuse	Case by case	Per incident

9.3.7 Limits: The Contractor shall not be liable for liquidated damages because of any delays in the performance of the Work due to a condition Force Majeure as set forth in Section 9.8. Continuous and repeated instances of complaints not serviced or remedied shall be considered a breach of this Agreement and subject to the provisions in Section 9.5 herein.

9.4 Default

9.4.1 The following occurrences may be considered by the County to be a breach of contract:

9.4.1.1 The Contractor takes the benefit of insolvency statute, or shall make a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, petitions or answers seeking an arrangement for its reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

9.4.1.2 By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.

9.4.1.3 By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days.

9.4.1.4 The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

9.4.1.5 Any lien is filed against the Contractor's premises located in Leon County because of any act or omission of the Contractor and is not removed or the County adequately

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secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof from the Administrator.

9.4.1.6 The Contractor has abandoned, failed, or refused to perform or observe each and every promise in this Agreement, or has failed or refused to comply with the reasonable instructions of the Administrator pursuant to the Agreement relative thereto. This may be considered a material breach of this Agreement and the Administrator shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond if within a period of seven (7) days the Contractor has not eliminated or remedied the conditions considered to be a breach of contract and the Administrator may declare a default on this Agreement and notify the Contractor and the surety on the performance bond of such a declaration of default, or to take any other action deemed appropriate.

9.4.2 In the event of any of these occurrences and except as otherwise provided, termination shall be effective upon the date specified in the County's written notice to the Contractor. Upon such time all liability of the County under this Agreement to the Contractor shall cease, and the County shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The Contractor, for failure to perform, shall reimburse the County all direct and indirect costs of providing interim Residential Collection Service and Commercial Collection Service.

9.4.3 The Contractor shall be excused from performance in cases of acts Force Majeure as set forth in Section 9.8. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability; provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the County shall be free to negotiate with other contractors for the operation of said collection services and to terminate this Agreement. Such operation with another contractor shall not release the Contractor hereto of its liability to the County for such breach of this Agreement.

9.5 Dispute

9.5.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact or of interpretation of a requirement of the Agreement which is not disposed of by mutual consent between the parties shall be decided by the Administrator, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Agreement. The Administrator shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Agreement and the findings and conclusions shall be observed by all parties unless or until the matter is presented to a court of competent jurisdiction by the Contractor. If the Contractor presents this matter to the court for resolution, pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the preliminary directions of the Administrator.

9.5.2 The Contractor expressly recognizes the paramount right and duty of the County to provide adequate waste collection services as necessary government functions, and further agrees, in consideration for the execution of the Agreement, that in the event the County shall invoke the provisions of this provision, Contractor will either negotiate with the County for an adjustment on the matter or matters in dispute, or present the matter to a court of competent jurisdiction.

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9.6 Termination

This Agreement may be terminated by the County for an act of default by the Contractor as set out in Section 9.5, upon failure to cure after written notice. Termination shall be effective upon the date specified in the County's written notice to the Contractor. In the event of termination, the Contractor will be compensated for satisfactory services rendered up to and including the day of termination on a pro rata basis.

9.7 Force Majeure

If either County or the Contractor is prevented from or delayed from performing duties under this Agreement by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability lasting during the event or declared event. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the services.

ARTICLE 10 OTHER TERMS AND CONDITIONS

10.1 Independent Contractor

The Contractor, at all times relative to this Agreement, shall be an independent Contractor and in no event shall the Contractor, nor any employees of the Contractor, nor any employees of the subcontractors of the Contractor, be considered to be employees of the County.

10.2 Subcontractors

Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements of the Contractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Agreement and despite such subcontracting the County shall deal through the Contractor.

10.3 Guarantee

Guarantor hereby unconditionally guarantees: (a) the full and timely performance of all obligations and responsibilities of the Subsidiary with respect to the Subcontract Work, and hereby undertakes that if Subsidiary shall in any respect fail to perform such portions of the Subcontract Work, Guarantor warrants the full, faithful, and timely performance of all of any such portions of the Subcontract Work, and (b) the punctual payment and performance when due of each, and every other obligation of Subsidiary pursuant to the terms of the Subcontract (collectively, (a) and (b) are the "Guaranteed Obligations"). This Guarantee is a guarantee of payment and performance and not merely of collection. This Guarantee is in no way conditioned upon any requirement that ___ first attempt to enforce any of the Guaranteed Obligations against Subsidiary, any other guarantor of the Guaranteed Obligations, any surety or any other person or entity, or resort to any other means of obtaining performance of any of the Guaranteed Obligations. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by ___ upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Subsidiary, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for Subsidiary or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

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10.4 Permits and Licenses

- 10.4.1 The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect, and shall provide copies to the County.
- 10.4.2 The contractor shall obtain, at its own expense, all permits and licenses required to transport and dispose of waste in the States of Florida.

10.5 Performance Bond

- 10.5.1 A Performance Bond in the amount of 100% of the annual estimated residential subscription amount shall be supplied by the successful Contractor prior to contract execution. After the initial year of the contract, the value of the performance bond may be subject to adjustment with the approval of the County Administrator.
- 10.5.2 The Performance Bond shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Performance Bond must contain a clause stating the following:

" In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance (address) , which is located in Tallahassee, Florida. "

10.6 Insurance

- 10.6.1 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, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.
- 10.6.2 Contractor shall maintain limits no less than:
- 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.
 - Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
 - Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.

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- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- 10.6.3 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.
- 10.6.4 The policies are to contain, or be endorsed to contain, the following provisions:
- 10.6.4.1 General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
- 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.
 - 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.
 - Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 10.6.4.2 Pollution Liability Insurance and/or Environmental Impairment Liability Insurance (County is to be named as an Additional Insured).
- 10.6.4.3 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 in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 10.6.5 Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- 10.6.6 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.
- 10.6.7 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.

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10.7 Ownership

The Contractor shall list all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%). During the term of the Agreement, the Contractor shall notify the County of any changes in officers, directors, principals or persons with ownership in excess of five percent (5%). If the Contractor sells the company, the County reserve the right to investigate the new owner(s) and to terminate the Agreement if, in their judgment, the new owner(s) will not be able to meet the responsibilities of the Agreement.

10.8 Compliance with Laws and Regulations

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the County has ordinances for affecting a Solid Waste Management program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of this Agreement, the ordinances shall be the governing factor for performance of the Agreement.

10.9 Indemnification

The Contractor shall defend, indemnify, save harmless, and exempt the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to persons or damage to property arising out of or from any Work required to be done by the Contractor, its officers, agents, employees and subcontractors in the performance of this Agreement. In connection with any legal proceedings arising hereunder, the County reserves the right to retain counsel of its choice and at its own expense to represent the County, or, in the alternative, approve counsel obtained by the Contractor. This indemnification and hold harmless provision shall survive the expiration and/or termination of this Agreement.

10.10 Waiver of Jury Trial

In the event that litigation is brought in order to enforce any terms, conditions or covenants under this Agreement, or to remedy any breach thereof, the Parties waive any and all right to trial by jury on any enforcement action.

10.11 Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights or privileges afforded Leon County, as a political subdivision of the State of Florida, under Section 768.2.8, Florida Statutes, or its common law right of sovereign immunity.

10.12 Venue

The agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, and all suits shall be brought exclusively in the state and federal courts in and for Leon County, Florida.

10.13 Drug Free Workplace

The Contractor shall maintain a drug-free workplace.

10.14 Assignment and Subletting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the County. In the event of any assignment, the assignee shall assume the full liability of the Contractor.

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10.15 Notices

A letter addressed and sent by United States mail to either party at its business address shown herein shall be sufficient notice whenever required for any purpose under this Agreement. Notices may also be sent via electronic mail (e-mail) wherein receipt of such notice(s) is confirmed by reply e-mail by the receiving party.

10.16 Severability

If any provisions of this Agreement should be declared invalid, illegal, void, or unenforceable, the remainder of the Agreement shall not be affected but shall remain in full force and effect.

EXHIBITS

- Exhibit 1 – Bid Document # BC-XX-XX-XX-XX
- Exhibit 2 – Vendor Submitted Bid Document
- Exhibit 3 – Residential Rates (Awarded Vendor's Rates)
- Exhibit 4 – Commercial Rates (Awarded Vendor's Rates)
- Exhibit 5 – Solid Waste Cart and Recycling Card Specifications
- Exhibit 6 – RFID Specifications
- Exhibit 7 – Collection Service at County Facilities
- Exhibit 8 – Calculation of Annual CPI and Fuel Adjustment to Rates

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ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

DATE: _____

Approved as to Form:
Leon County Attorney's Office

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

DATE: _____

VENDOR NAME

By: _____

Printed
Name _____

Title: _____

Date: _____

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EXHIBIT 5 SOLID WASTE CART AND RECYCLING CART SPECIFICATIONS

Following are minimum requirements for Solid Waste Carts and Recycling Carts used for Residential Collection Service.

Quality	<ul style="list-style-type: none"> • Manufacturer's latest design • Uniform thickness throughout body (at least 0.150 in.)
RFID	<ul style="list-style-type: none"> • See Exhibit 6 for RFID tag Specifications
Construction Material	<ul style="list-style-type: none"> • High-density polyethylene • Minimum of 30% post-consumer recycled content • Off-spec or wide-spec material and dry blending of material is not acceptable
Size (Capacity)	<ul style="list-style-type: none"> • 95 gallons (+/- 3%) • 65 gallons (+/- 3%)
Colors	<ul style="list-style-type: none"> • Granite (Solid Waste) • Green (Recycling) • Non-fading; integrated UV inhibitor • Colors must be impregnated into the plastic • Painted carts are unacceptable • Exact color codes to be approved by Administrator
Markings	<ul style="list-style-type: none"> • Each container lid shall have in-mold labeling; Administrator will provide detail • Each container shall have the County logo hot stamped on each side and not deviate from branding of existing containers; Administrator will provide detail • Each container shall be labeled with a matrix barcode as approved by Administrator
Load Rating	<ul style="list-style-type: none"> • Minimum 3.5 lbs per gallon; conforming to ANSI Standard Z245.30
Warranty	<ul style="list-style-type: none"> • Minimum 10 years
Lift Systems	<ul style="list-style-type: none"> • Must be compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters • Upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for 95 and 65 gallon carts • Bolted-on bars are not acceptable
Standards	<ul style="list-style-type: none"> • Carts must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts

EXHIBIT 6 RFID SPECIFICATIONS

Following are minimum requirements for the RFID tags required to be placed on all Solid Waste Carts and Recycling Carts used for Residential Collection Service.

Technical Specifications	<ul style="list-style-type: none">• RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860-960 MHz.• Read range: 6 foot minimum• Protocol: EPC Class 1 Gen 2
Environmental Specifications	<ul style="list-style-type: none">• RFID tags must have an optimal operating temperature of -40°F to +149°F• Waterproof• Chemical resistant appropriate for Solid Waste collection application• Mechanical resistant appropriate for Solid Waste collection application
Mounting Specifications	<ul style="list-style-type: none">• Encapsulated tag designed for mounting• Mounting surfaces: Metal, plastic, etc.
Memory Requirement	<ul style="list-style-type: none">• EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer
Supporting Software	<ul style="list-style-type: none">• Web-based

EXHIBIT 7 COLLECTION SERVICE AT COUNTY FACILITIES

Containers below shall be serviced at the frequency listed below or approved by the Administrator.

Facility	Solid Waste	
	Container	Frequency
Apalachee Regional Park	4 yard	2/week
Bradfordville Community Center	4 yard	1/week
Canopy Oaks Community Park	8 yard	2/week
Chaires Community Park	8 yard	2/week
Coe Landing Campground	(3) 4 yard	1/week
Eastside Branch Library	8 yard	1/week
Fred George Greenway	4 yard	1/week
Ft. Braden Community Center	4 yard	1/week
Ft. Braden Park	8 yard	2/week
Ft. Braden Library	8 yard	1/week
J. Lee Vause Park	4 yard	1/week
J. Lewis Hall, Sr. Recreation Complex	8 yard	2/week
Luther Hall Landing	4 yard	1/week
Miccosukee Greenway, Thorton Rd.	4 yard	1/week
Miccosukee Community Center	4 yard	1/week
Miccosukee Community Park	4 yard	1/week
Northeast Branch Library	8 yard	1/week
St. Marks Greenway	4 yard	1/week
Reeves Landing	4 yard	1/week
Williams Landing	4 yard	1/week
Woodville Community Center	8 yard	1/week

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**EXHIBIT 8****CALCULATION OF ANNUAL CPI AND FUEL ADJUSTMENTS TO RATES**

Effective October 1, 2021 and the same date each year thereafter during the term of the Agreement, the rate shall be adjusted as specified below. Ninety percent (90%) of the rate shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index between the month of February in the previous year and the month of February in the current year. Ten percent (10%) of the rate shall be adjusted based on the percentage change in the Fuel Price Index between the average monthly fuel price from February through January in the year prior, and the average monthly fuel price from February through January of the most current twelve (12) months. The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate.

New Rate = Current Rate (CR) + CPI Adjustment + Fuel Adjustment

CPI Adjustment = Round $((\text{CPI}_2 - \text{CPI}_1) / \text{CPI}_1) * .75 * .90 * \text{CR}, 2)$
(CPI 2 minus CPI 1, divided by CPI 1, times .75, times .90, times CR, rounded 2 places)

"CPI" = Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0)

"CPI1" = published CPI average for the month of February of the prior year

"CPI2" = published CPI average for the month of February of the current year

Fuel Adjustment = $[\text{Round}((\text{FI}_{2D} - \text{FI}_{1D}) / \text{FI}_{1D}) * (.10 * \%D) * \text{CR}, 2)] + [\text{Round}((\text{FI}_{2\text{CNG}} - \text{FI}_{1\text{CNG}}) / \text{FI}_{1\text{CNG}}) * (.10 * \% \text{CNG}) * \text{CR}, 2)]$
(FI_{2D} minus FI_{1D}, divided by FI_{1D}, times .10, times %D, times CR, rounded 2 places) plus
(FI_{2CNG} minus FI_{1CNG}, divided by FI_{1CNG}, times .10, times %CNG, times CR, rounded 2 places)

"FI_D" = The Diesel Fuel Index will be the Ultra-Low-Sulfur No. 2 Diesel Fuel Prices: U.S. Gulf Coast (0-15 ppm) Retail Prices (cents per gallon), published by the United States Department of Energy

"FI_{CNG}" = Consumer Price Index: Utility (Piped) Gas Service in U.S. City Average, All Urban Consumers

"FI_{1D}" = average published monthly fuel price from February through January of the year prior to FI₂

"FI_{2D}" = average published monthly fuel price from February through January of the most current 12 months

"FI_{CNG}" = Fuel Index is the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Cents per Gallon), U.S. Department of Energy, Energy Information Administration.

"%D" = percent composition of the Contractor's fleet that utilizes diesel.

"FI_{1CNG}" = average published monthly fuel price from February through January of the year prior to FI₂

"FI_{2CNG}" = average published monthly fuel price from February through January of the most current 12 months

"%CNG" = percent composition of the Contractor's fleet that utilizes CNG.

SAMPLE CALCULATION

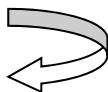
Assumptions:	CR = \$3.00	FI _{1D} = 1.893	%D = 0.5
	CPI1 = 249.369	FI _{2D} = 1.805	%CNG = 0.5
	CPI2 = 252.672	FI _{1CNG} = 178.443	
		FI _{2CNG} = 178.197	

New Rate = [CR] + [Round $((\text{CPI}_2 - \text{CPI}_1) / \text{CPI}_1) * .75 * .90 * \text{CR}, 2)$] +
[(Round $((\text{FI}_{2D} - \text{FI}_{1D}) / \text{FI}_{1D}) * (.10 * \%D) * \text{CR}, 2)$) + (Round $((\text{FI}_{2\text{CNG}} - \text{FI}_{1\text{CNG}}) / \text{FI}_{1\text{CNG}}) * (.10 * \% \text{CNG}) * \text{CR}, 2)$)]

New Rate = [\$3.00] + [\$0.03] + [-\$0.01 + -\$0.00] = \$3.02

Maximum Increase Allowed = [CR] * 1.05 = \$3.15

New Rate = \$3.02



**Leon County
Board of County Commissioners**

Notes for Agenda Item #19

Leon County Board of County Commissioners

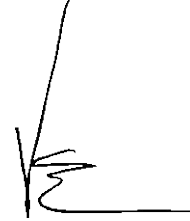
Agenda Item #19

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Bid Award for the Linene Woods Drainage Improvements Phase 1 Project



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 Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Theresa Heiker, P.E., Stormwater Management Coordinator Shelly Kelley, Purchasing Director

Statement of Issue:

This item seeks Board approval to award the bid for Phase 1 of the Linene Woods Drainage Improvements Project to Pyramid Excavation in the amount of \$386,975. The crossdrain under John Hancock Drive will be replaced and the drainage conveyance stabilized to reduce flooding and erosion associated with high runoff velocity in the natural channel.

Fiscal Impact:

This item has a fiscal impact. This item has been budgeted and adequate funding is available in the Capital Improvement budget.

Staff Recommendation:

Option #1: Approve the bid award to Pyramid Excavation in the amount of \$386,975 for the Linene Woods Drainage Improvements Phase 1 Project (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

The bid award for the Phase I of the Linene Woods Drainage Improvement Project is essential to the following FY2017-FY2021 Strategic Initiative:

- *Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2018-5)*

This particular Strategic Initiative aligns with the Board's Environment Strategic Priority:

- *(EN1) Protect the quality and supply of our water.*

This item seeks Board approval to award the bid for Phase 1 of the Linene Woods Drainage Improvements Project to Pyramid Excavation in the amount of \$386,975. The project is located near the intersection of John Hancock Drive and Hawkbill Court (Attachment #2). The primary purpose of this project is to replace the crossdrain under John Hancock Drive near Hawkbill Court and stabilize the drainage way to reduce flooding and erosion associated with high runoff velocity in the natural channel.

Analysis:

The Invitation to Bid for the Linene Woods Drainage Improvements Phase 1 Project was advertised locally on July 15, 2019. A total of 710 vendors were notified through the automated procurement system. A total of 39 bid packages were requested. The County received two bids on August 8, 2019, with the lowest responsive bidder being Pyramid Excavation in the amount of \$386,975 (Attachment #3). The second lowest responsive bid was \$434,458, a difference of \$47,483. Pyramid Excavation exceeded the 17% MBE and 9% WBE aspirational targets set for this bid (Attachment #4).

Staff recommends approval of the bid award to Pyramid Excavation and authorization for the County Administrator to execute the agreement. Staff has worked with adjacent property owners during the design and permitting of the project. The work is expected to begin within 30 days of bid award and will require up to 180 days for completion.

Options:

1. Approve the bid award to Pyramid Excavation in the amount of \$386,975 for the Linene Woods Drainage Improvements Phase 1 Project (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the bid award to Pyramid Excavation in the amount of \$386,975 for the Linene Woods Drainage Improvements Phase 1 Project.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Draft Construction Agreement
2. Location Map
3. Bid Tabulation Sheet
4. MWSBE Statement

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County") and PYRAMID EXCAVATION, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide to the County the following services related to Phase 1 for the Linene Woods Drainage Improvement Project, in accordance with: 1) Solicitation # BC-08-08-19-40 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, attached to this Agreement as Exhibit B, to the extent that it is not inconsistent with this Agreement or with any of its exhibits.

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.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this Agreement shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Agreement shall be completed within one hundred eighty days (180) consecutive calendar days of the Notice to Proceed to final completion. If the work to be performed under this Agreement is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the Agreement time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the Agreement.

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 payments to the Contractor within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Theresa Heiker
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, Florida 32308
Telephone: 850-606-1500
E-mail: HeikerT@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Notices to the Contractor are to be submitted to:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

D. Invoices are to be submitted to:

Name: Theresa Heiker
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, Florida 32308
Telephone: 850-606-1500
E-mail: HeikerT@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

- F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under the Agreement.

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

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

- 1) General Liability: \$1,000,000 combined single limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

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

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

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor,

including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims are 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 obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

10. LICENSES

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

11. ASSIGNMENTS

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

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, between Principal and Owner for construction of _____, the Agreement being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 20__.

(Name of Principal)

By:
(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

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

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

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

14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Tallahassee/Leon County Office of Economic Vitality's Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Part B, Section 1 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 315 S. Calhoun Street, Suite 450, Tallahassee, Florida 32301 or by email to Darryl Jones, Deputy Director at DJones@oevforbusiness.org, LaTanya Raffington at lraffington@oevforbusiness.org, or Shanea Wilks at swilks@oevforbusiness.org.

15. 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD**

TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV

16. MONITORING

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

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

17. 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.

18. 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.

19. 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.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this

Agreement/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).

- B. Contractor further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within sixty days of the effective date of this Agreement/amendment/extension or within sixty days of the effective date of the Agreement between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1) 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.
 - 2) 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 Agreement or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. 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.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement.

21. 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.

22. 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 Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. 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.

24. VENUE

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

25. CONSTRUCTION

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

26. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-08-08-19-40

Exhibit B – Vendor's Response to Solicitation #BC-08-08-19-40

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

DATE: _____

Approved as to Form:
Leon County Attorney's Office

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

DATE: _____

By: _____

Printed
Name _____

Title: _____

Date: _____



Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountytfl.gov

Attachment #1
Page 12 of 120
Purchasing Division
1800-3 Blairstone Road
Tallahassee, Florida 32308
(850) 606-1600

July 30, 2019

Commissioners

JIMBO JACKSON
District 2
Chairman

BRYAN DESLOGE
District 4
Vice Chairman

BILL PROCTOR
District 1

RICK MINOR
District 3

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

RE: Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid No: BC-08-08-19-40
Opening Date: August 8, 2019 at 2:00 PM

ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

A. Revisions to the Invitation to Bid (ITB):

- 1. Attachment A – Construction Plan, Plan Sheet 7, "Typical Pavement Section for Reconstruction of John Hancock Drive" has been replaced with the updated Attachment "Typical Pavement Section for Reconstruction of John Hancock Drive", included with this Addenda, which is a revision to clarify that the box culvert length is 48 feet and the headwalls are within the John Hancock Drive right-of-way. The remainder of Plan Sheet 7 remains unchanged.**

B. Questions received with answers being provided (In Bold) to assist all in preparation of the bid submission:

- 1. Can the John Hancock Road closure occur during the break for the School Board Winter Holiday?**

Yes, however the contractors are cautioned to account for the fourteen (14) consecutive calendar days for the closure when determining their plan for the work. The Maintenance of Traffic Plan and Road Closure Request must be submitted twenty-one (21) days prior to planned road closure for County Public Works review and approval.

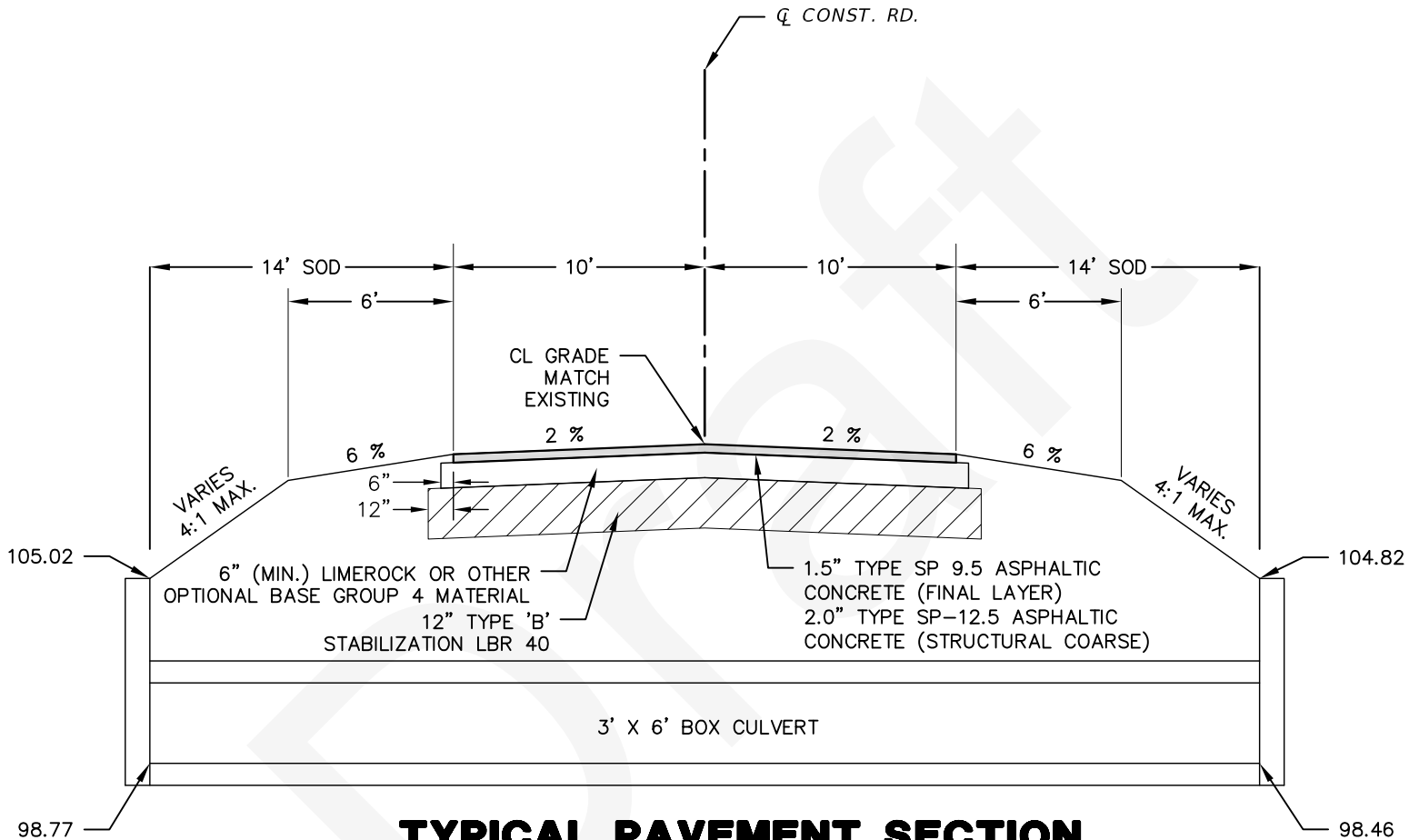
Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

A handwritten signature in blue ink, appearing to read "Geri M. Forslund".

Geri M. Forslund
Procurement Administrator
Purchasing Division



TYPICAL PAVEMENT SECTION FOR RECONSTRUCTION OF JOHN HANCOCK DRIVE



INVITATION TO BID

FOR

LINENE WOODS DRAINAGE IMPROVEMENTS PHASE 1 - REBID

PROPOSAL NUMBER BC-08-08-19-40

**LEON COUNTY GOVERNMENT
LEON COUNTY, FLORIDA**

GENERAL CONDITIONS

To ensure acceptance of your bid, please follow these instructions:

BIDDER INSTRUCTIONS

Bidders are expected to examine the specifications, delivery schedule, freight requirements, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern. Bids may be submitted in person, by mail or other carrier.

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

Bid No.
Leon County Government
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an **original, manual** signature of an authorized representative of the company.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

INFORMATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; E-mail: KelleyS@leoncountyfl.gov or ForslundG@leoncountyfl.gov.

SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the Leon County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/procurementconnect>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make them available for pick up at the Purchasing Division. It is the responsibility of the Bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

REJECTION OF BIDS

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

PURPOSE

Leon County is seeking the services of a qualified contractor to begin work on Phase 1 for the Linene Woods Drainage Improvement Project in accordance with Attachment A – Construction Plan, Attachment B – Technical Specifications, Attachment C – Unit Bid Price Sheet, Attachment D – Detail design of the culvert end wall construction, and Attachment E – Utility work schedule for relocation of the City Gas line.

The work includes but is not limited to:

Upgrade of cross drain, expansion and stabilization of flow way, and replanting of trees and shrubs. A full road closure of 14 consecutive calendar days, weather-dependent, is expected for the placement of the box culvert. Partial lane closure will be allowed to complete the balance of the work. The contractor must submit a certified Maintenance of Traffic Plan and Road Closure Application three weeks prior to closing John Hancock Road.

All reference to the 6' x 3' Box Culvert Installation (Pay Item No. 400-4-1) on the Unit Bid Price Sheet is for the installation only. Leon County shall procure and arrange for delivery of the box culvert to the job site. Contractor shall be responsible for heavy-lift off-loading at job site following a seven-day advance notice of delivery. The units will be two piece, 12-foot length with a heavy lift of approximately 7.8 tons. The units should be able to be handled with a large track hoe.

The Unit Bid Price Sheet – Attachment C, is available in Excel format at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
July 15, 2019	Release of the ITB
July 24, 2019 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: July 25, 2019 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: August 8, 2019 at 2:00 p.m.	BID SUBMISSION DUE DATE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Geri Forslund, phone (850) 606-1600 or E-mail KelleyS@leoncountyfl.gov and ForslundG@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

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

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

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

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

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

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

unless specifically prohibited by the applicable competitive solicitation process.

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

REGISTRATION

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived, and no bids received thereafter will not be considered. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>.

A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

AWARD OF BIDS/BID PROTEST

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this

document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at: <http://www.leoncountyfl.gov/Procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

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

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 within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge 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. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of Bidders and other interested parties, who may be present either in person or by representatives.

PLANHOLDERS

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

BID GUARANTEE

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non- performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

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

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

CONTRACTOR'S QUALIFICATIONS

At minimum, the primary contractor must be prequalified in Drainage work class by Florida Department of Transportation while the primary contractor or the subcontractor performing the road work must be prequalified by Florida Department of Transportation in the Flexible Paving work class. Failure to demonstrate pre-qualification in the fashion described will result in the rejection of bid.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBE's.

- d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Bidder is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Bidders responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Bidders that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email DJones@oevforbusiness.org

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at lraffington@oevforbusiness.org

Shanea Wilks, MWSBE Coordinator by email at swilks@oevforbusiness.org

Bidders must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All bidders, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below are policy examples of good faith efforts that bidders can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBE's in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
 - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
 - c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid.
 - d. Contacted MBEs and/or WBEs that provide the services needed for the bid.
 - e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking

participation.

- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBE's.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:

Minority Business Enterprise - 17%

Woman Business Enterprise - 9%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a (n):
 - 1) African/Black American - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
 - 2) Hispanic American - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
 - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
 - 4) American Indian, Alaskan Native and American Aleuts - All persons having

origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime Contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid as non-responsive.
8. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oevforbusiness.mwsbe.com/>. The directory interface is user friendly and allows for vendors searches to be conducted for various procurement categories and business categories and business capabilities.

B. Equal Opportunity/Affirmative Action Requirements

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

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

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

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

- A. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall

be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

B. Local business definition. For purposes of this section, "local business" shall mean a business which:

1. 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
2. Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
3. 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.

C. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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

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

1. General Liability: \$1,000,000 combined single limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws

and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

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 a claim 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. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be*

canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

- 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.

AGREEMENT

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

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

PURCHASES BY OTHER PUBLIC AGENCIES

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

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Leon County Government reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

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

CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No. (enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 2018.

(Name of Principal)

By:
(As Attorney-In-Fact

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred eighty days (180) consecutive calendar days of the Notice to Proceed for final completion. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can
2. be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

3. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
5. 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.
6. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

STATUS

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

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly

- reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
 5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
 7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

MONITORING

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

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

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

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

WARRANTIES

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

PERMITS

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

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

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

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees,

to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

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

It is understood that the Contractors responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by Leon County Government.

TERMS AND CONDITIONS

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Equal Opportunity/Affirmative Action Statement
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non-Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Local Vendor Certification
- _____ Applicable Licenses/Registration
- _____ E-Verify Form
- _____ Bid Bond

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Jimbo Jackson, Chairman
Leon County Government

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

BY

(Firm
Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS

EMAIL ADDRESS

TELEPHONE

FAX

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
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**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

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

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

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

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

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

Personally known _____
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

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

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

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

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: _____

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

Title

Date

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: _____ Date Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>
--	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS _____ DAY OF _____, 20__.

By: _____ Title: _____

Printed Name and Title: _____

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Bidder: _____

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your bid being determined as non-responsive. Please

check the appropriate boxes that apply to your good faith activities:

- a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

- 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.

[illegible]

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID

Bid Number: BC-08-08-19-40

Opening Date: August 8, 2019

#

SECTION 3 – BIDDER’S PROPOSED MWBE PARTICIPATION

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm’s Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm’s Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm’s Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a.					
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$			Total MWBE Participation \$		MBE Participation % WBE Participation % (MBE or WBE Participation \$ Total Bid \$)
¹ <u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the bid. ² <u>Ethnic Group</u> Use following abbreviations for MBE’s: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

SECTION 4 - NON-MWBE SUBCONTRACTORS

Bidder shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a _____, formed under the laws of _____
(Type of Business) (State or Province)

of which he/she is _____.
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ____ Day of _____, 20__.

Personally Known _____ Or Produced Identification

Type of Identification

NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: _____

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

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: _____

Professional Liability:

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.

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

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

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

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

Name _____
Typed or Printed

Signature _____.

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

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

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

Signature

Title

Contractor/Firm

Address

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:

- 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.

Date _____

~~Posted September 18, 2019~~

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Signature

Date

LINENE WOODS TRIBUTARY DRAINAGE IMPROVEMENTS AT JOHN HANCOCK DR.

LEON COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING

2280 MICCOSUKEE ROAD
TALLAHASSEE, FLORIDA

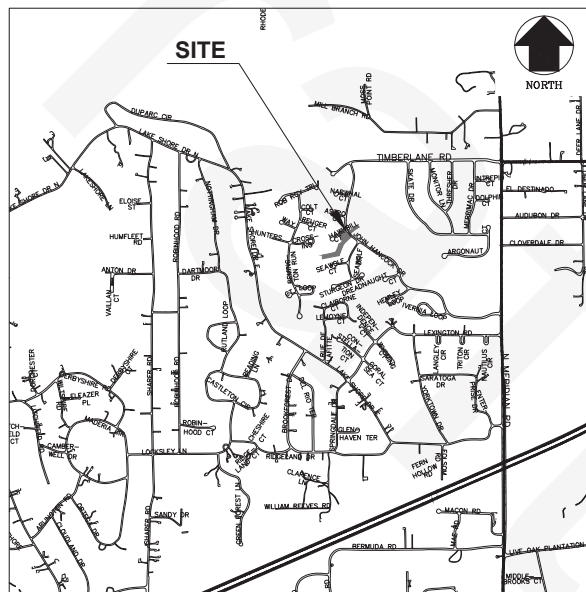
INDEX OF SHEETS

- 1 COVER
- 2 EXISTING CONDITIONS MAP
- 3 DEMOLITION AND SWPPP
- 4 SWPPP AND TREE PROTECTION DETAILS
- 5 SWPPP AND GENERAL NOTES
- 6 DRAINAGE PLAN & PROFILE
- 7 CONSTRUCTION SEQUENCE AND DRAINAGE DETAILS
- 8 DRAINAGE CHANNEL CROSS SECTIONS
- 9 LANDSCAPE PLAN
- 10 LANDSCAPE NOTES AND DETAILS

INCLUDED IN PLANS BY REFERENCE:

FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS (2016 EDITION)

FLORIDA DEPARTMENT OF TRANSPORTATION,
STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION (2016 EDITION)

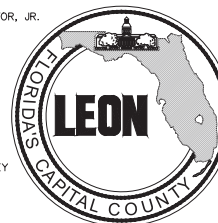


LOCATION MAP
N.T.S.

THERESA HEIKER, P.E., LEON COUNTY PROJECT MANAGER

COMMISSIONERS:

WILLIAM C. PROCTOR, JR.
DISTRICT 1
JIMBO JACKSON
DISTRICT 2
RICK MINOR
DISTRICT 3
BRYAN DESLOGE
DISTRICT 4
KRISTIN DOZIER
DISTRICT 5
MARY ANN LINDLEY
AT LARGE
NICK MADDOX
AT LARGE



VINCENT LONG
COUNTY ADMINISTRATOR
TONY PARK
PUBLIC WORKS DIRECTOR

PREPARED BY:



GGI, LLC dba GENESIS GROUP
2507 CALLAWAY ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303
(850) 224-4400 FAX (850) 681-3600
FL CA 00009660 FL LC 26000202
www.GenesisGroup.com



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
David W. Hutcheson
Hutcheson
ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.

David W. Hutcheson, P.E.
License Number: 38670

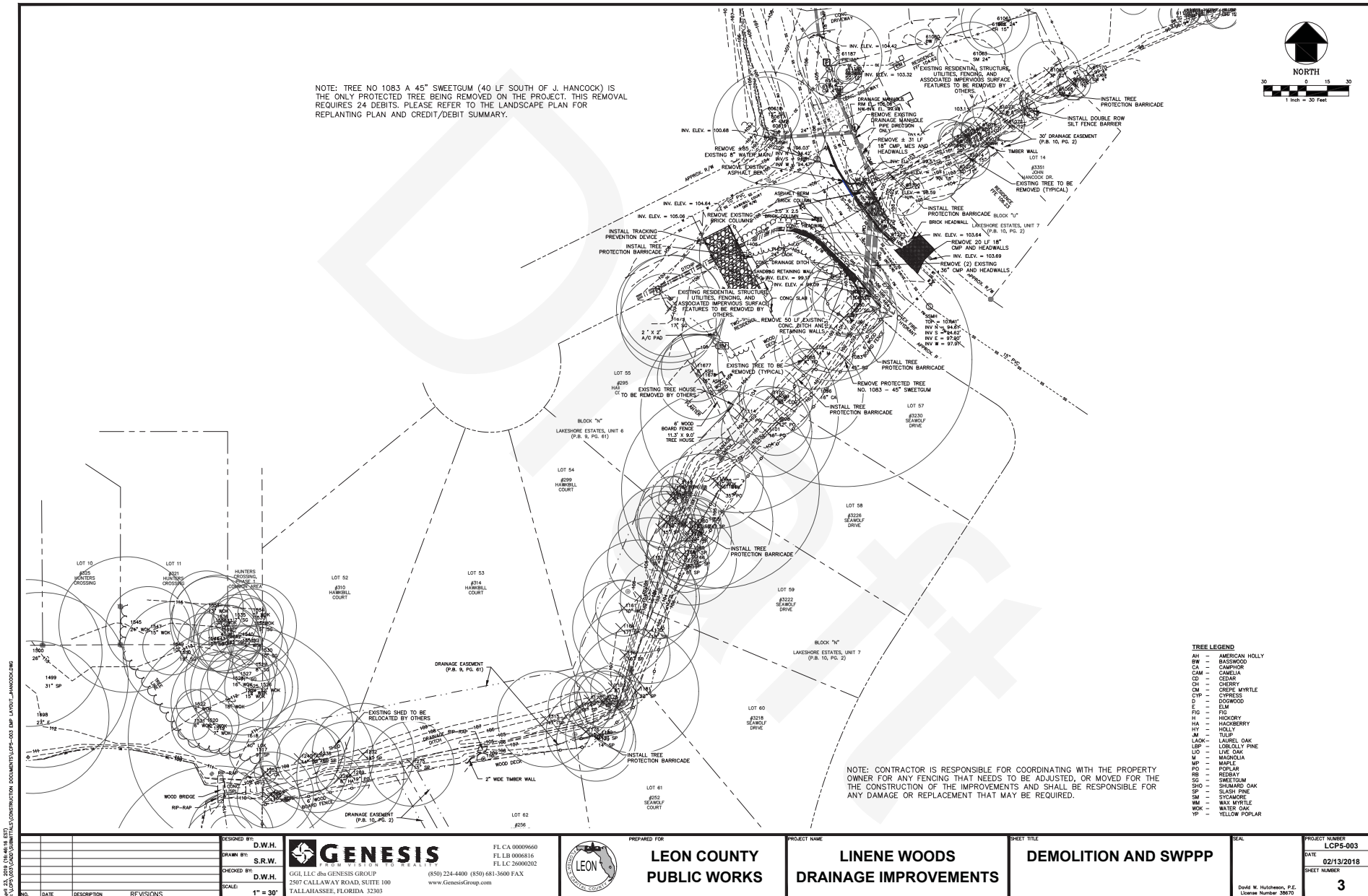
DATE: 04/23/2019

LINENE WOODS TRIBUTARY DRAINAGE IMPROVEMENTS AT JOHN HANCOCK DR. LCP5-003

610/23/4/-04/23/2019

Attachment #1





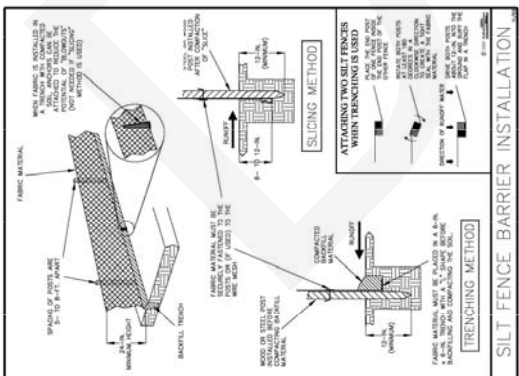
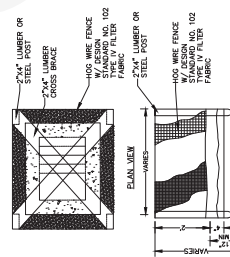


Figure V-40: Illustration of a Silt Fence Barrier



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

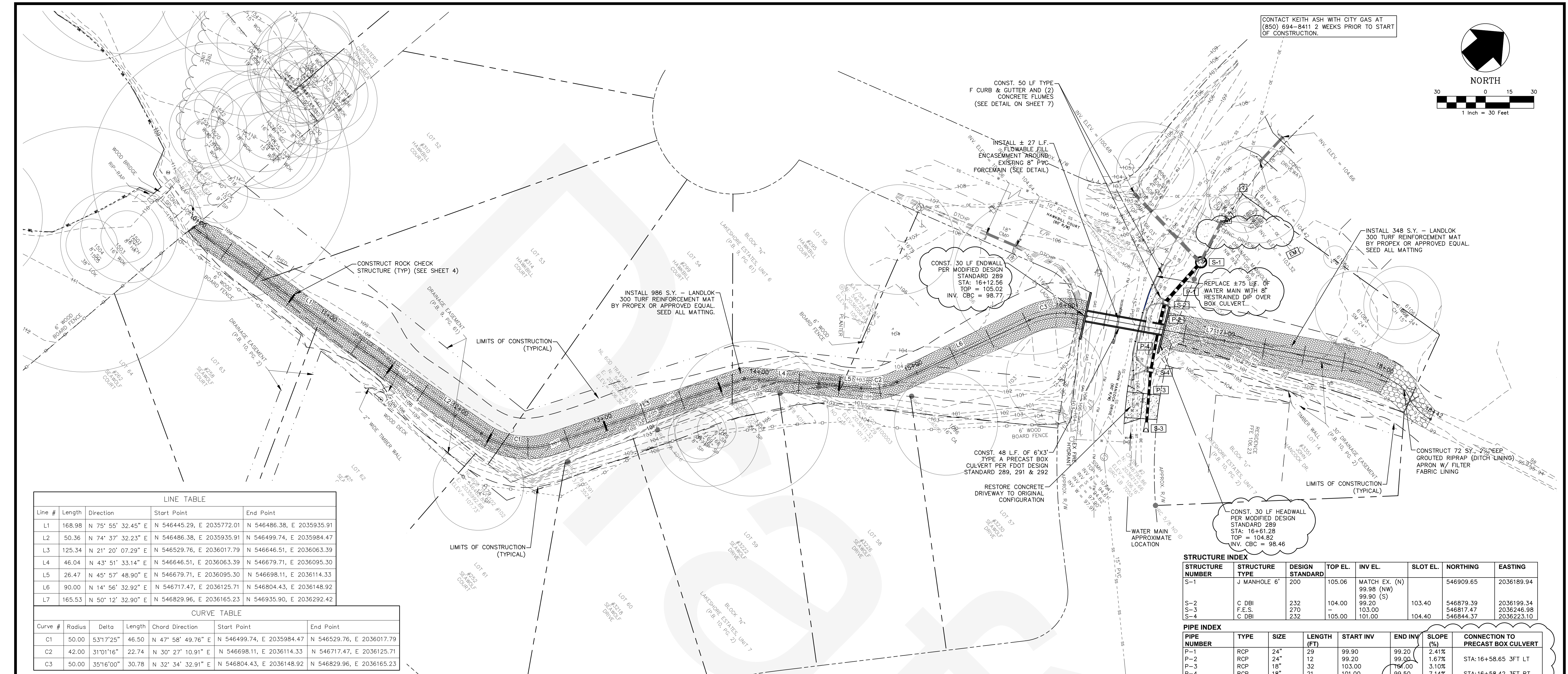
ELEVATION VIEW

12" MIN

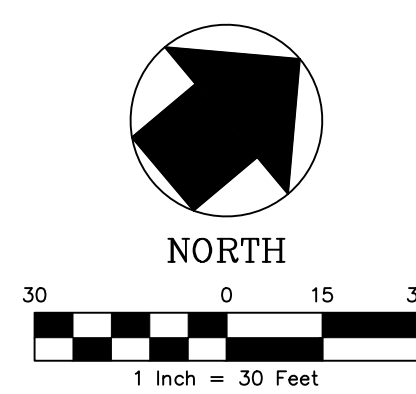
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
N.T.C.

[illegible]

[illegible]



CONTACT KEITH ASH WITH CITY GAS AT
(850) 694-8411 2 WEEKS PRIOR TO START
OF CONSTRUCTION.

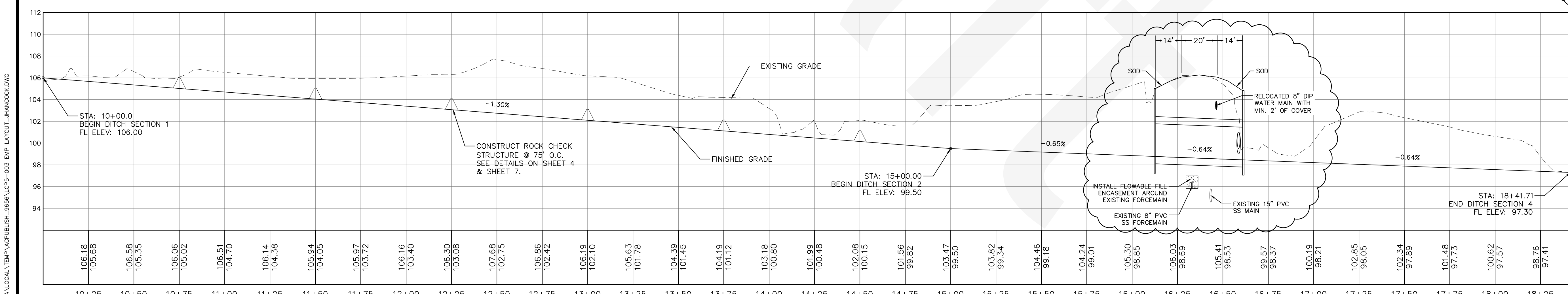


LINE TABLE				
Line #	Length	Direction	Start Point	End Point
L1	168.98	N 75° 55' 32.45" E	N 546445.29, E 2035772.01	N 546486.38, E 2035935.91
L2	50.36	N 74° 37' 32.23" E	N 546486.38, E 2035935.91	N 546499.74, E 2035984.47
L3	125.34	N 21° 20' 07.29" E	N 546529.76, E 2036017.79	N 546646.51, E 2036063.39
L4	46.04	N 43° 51' 33.14" E	N 546646.51, E 2036063.39	N 546679.71, E 2036095.30
L5	26.47	N 45° 57' 48.90" E	N 546679.71, E 2036095.30	N 546698.11, E 2036114.33
L6	90.00	N 14° 56' 32.92" E	N 546717.47, E 2036125.71	N 546804.43, E 2036148.92
L7	165.53	N 50° 12' 32.90" E	N 546829.96, E 2036165.23	N 546935.90, E 2036292.42

CURVE TABLE						
Curve #	Radius	Delta	Length	Chord Direction	Start Point	End Point
C1	50.00	53°17'25"	46.50	N 47° 58' 49.76" E	N 546499.74, E 2035984.47	N 546529.76, E 2036017.79
C2	42.00	31°01'16"	22.74	N 30° 27' 10.91" E	N 546698.11, E 2036114.33	N 546717.47, E 2036125.71
C3	50.00	35°16'00"	30.78	N 32° 34' 32.91" E	N 546804.43, E 2036148.92	N 546829.96, E 2036165.23

STRUCTURE INDEX							
STRUCTURE NUMBER	STRUCTURE TYPE	DESIGN STANDARD	TOP EL.	INV EL.	SLOT EL.	NORTHING	EASTING
S-1	J MANHOLE 6"	200	105.06	MATCH EX. (N) 99.98 (NW) 99.90 (S)	103.40	546909.65	2036189.94
S-2	C DBI	232	104.00	99.20	103.40	546879.39	2036199.34
S-3	F.E.S.	270	103.00	103.00	103.40	546817.47	2036246.98
S-4	C DBI	232	105.00	101.00	104.40	546844.37	2036223.10

PIPE INDEX							
PIPE NUMBER	TYPE	SIZE	LENGTH (FT)	START INV	END INV	SLOPE (%)	CONNECTION TO PRECAST BOX CULVERT
P-1	RCP	24"	29	99.90	99.20	2.41%	STA: 16+58.65 3FT LT
P-2	RCP	24"	12	99.20	99.00	1.67%	
P-3	RCP	18"	32	103.00	101.00	3.10%	STA: 16+58.42 3FT RT
P-4	RCP	18"	21	101.00	99.50	7.14%	



DESIGNED BY: **D.W.H.**

DRAWN BY: **S.R.W.**

CHECKED BY: **D.W.H.**

SCALE: **1" = 30'**

GENESIS
FROM VISION TO REALITY

GGL, LLC dba GENESIS GROUP
2507 CALLAWAY ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303

(850) 224-4400 (850) 681-3600 FAX
www.GenesisGroup.com

LEON COUNTY
PUBLIC WORKS

PREPARED FOR

PROJECT NAME

LINENE WOODS DRAINAGE IMPROVEMENTS

SHEET TITLE

DRAINAGE PLAN AND PROFILE

SEAL

David W. Hutcherson, P.E.
License Number: 38670

PROJECT NUMBER

LCP5-003

DATE

02/13/2018

SHEET NUMBER

6

NO.

DATE

DESCRIPTION

REVISIONS

1

05/09/19

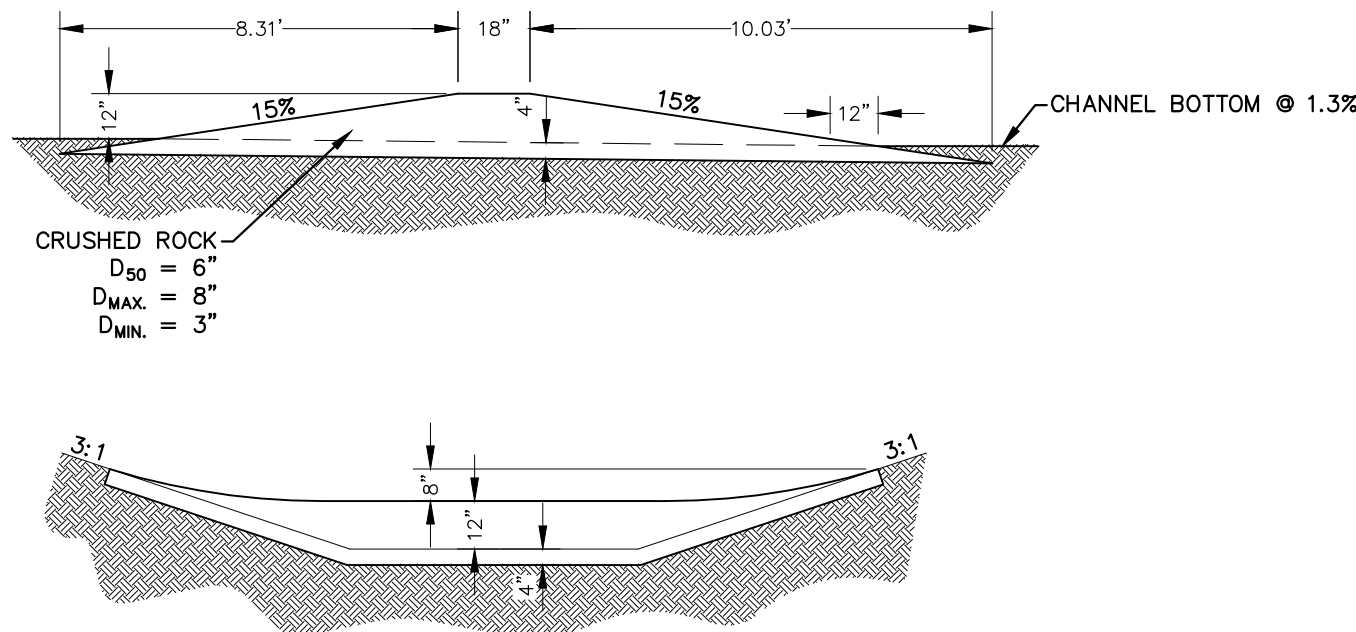
BOX CULVERT, HEADWALL, AND PIPE CONNECTION REVISIONS

\\fs-15-1014 (15-07-20-18) C:\USERS\SWATSON\APPDATA\LOCAL\TEMP\ACVPUB\18656\LCP5-003 EMP LAYOUT_LJHANGCCK.DWG

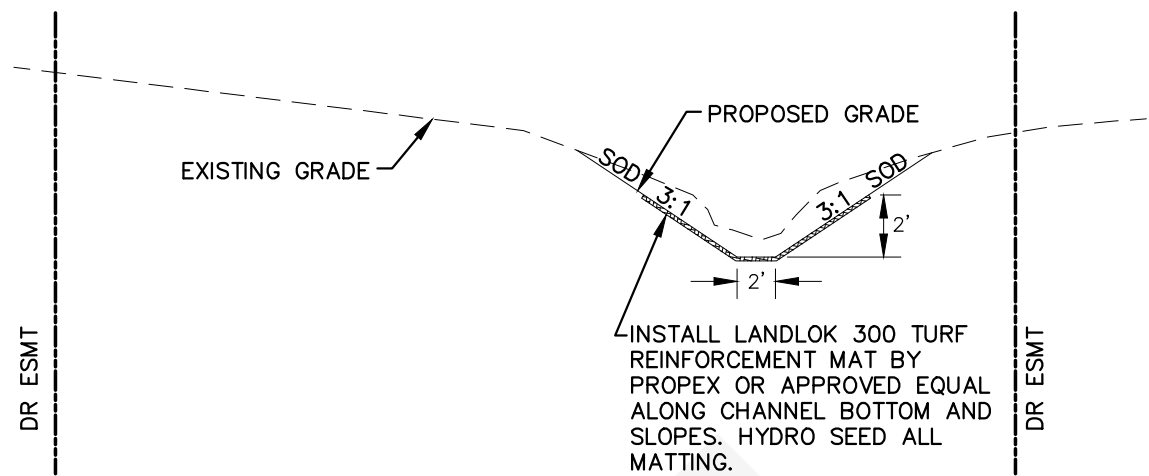
BID PLANS - 04/23/2019
Attachment #1
Page 57 of 120
Posted September 18, 2019

CONSTRUCTION SEQUENCE

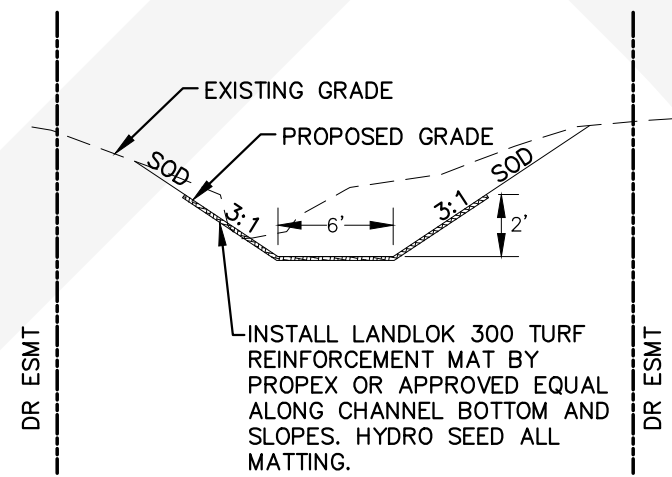
- 24 HOURS NOTICE MUST BE GIVEN PRIOR TO ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL REQUEST AN ON-SITE PRE-CONSTRUCTION CONFERENCE WITH ARCHITECT, ENGINEER OF RECORD, LEON COUNTY ENVIRONMENTAL INSPECTOR AND THE NORTHWEST WATER MANAGEMENT DISTRICT. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- POST ALL APPLICABLE PERMIT PLACARDS. THE PERMIT PLACARDS SHALL NOT BE NAILED TO TREES.
- FLAG OR STAKE THE PROPOSED LIMITS OF CLEARING.
- CONSTRUCT SEDIMENTATION CONTROL DEVICES.
- THE ENVIRONMENTAL INSPECTOR MUST APPROVE THE INSTALLATION OF EROSION CONTROLS AND STAKED LIMITS OF CONSTRUCTION PRIOR TO DISTURBANCE ACTIVITIES.
- CLEAR & GRUB AREAS WITHIN THE LIMITS OF CONSTRUCTION.
- REMOVE A MINIMUM OF SIX (6) INCHES OF TOPSOIL FROM ALL AREAS OF THE SITE WHERE IMPROVEMENTS ARE TO BE CONSTRUCTED. STOCKPILE AND STABILIZE ON-SITE FOR REDISTRIBUTION ON SLOPES AND SHOULDERS. INSTALL EROSION CONTROL DEVICES AS MAY BE REQUIRED BY THE LEON COUNTY ENVIRONMENTAL INSPECTOR.
- DEMOLISH EXISTING ROAD AS REQUIRED TO INSTALL NEW BOX CULVERT AT THE DESIGNED ELEVATIONS. (ROAD CLOSURES, EXISTING ROAD DEMOLITION AND NEW CULVERT INSTALLATION CANNOT START UNTIL JUNE 2, 2019 AND MUST BE COMPLETE BY JULY 31, 2019.)
- GRADE THE CONVEYANCE SYSTEM WEST OF THE NEW CONCRETE CULVERT AND INSTALL STABILIZATION MATS, TEMPORARY ROCK CHECK DAMS, AND HYDROSEED ALL DISTURBED AREAS.
- PLACE SELECT FILL MATERIAL WHERE REQUIRED IN 8 INCH MAXIMUM LAYERS (SANDY CLAY). 12 INCH MAXIMUM LAYERS (SAND) TO 100% COMPACTED STANDARD PROCTOR DENSITY. WHERE ON-SITE MATERIAL IS TO BE CUT FROM ONE SOURCE AND PLACED IN ANOTHER, THIS MATERIAL MUST BE OF SATISFACTORY GRADE AT THE ENGINEER'S DIRECTION.
- ONCE THE CONVEYANCE SYSTEM IS STABILIZED BEGIN INSTALLATION OF THE TURF REINFORCEMENT MAT STABILIZATION SYSTEM AND REMOVE THE TEMPORARY ROCK DAMS AS THE CONSTRUCTION PROGRESSES.
- INSTALL ALL UNDERGROUND UTILITIES AND STORM DRAINAGE PIPES AS REQUIRED. PROTECT ALL STORM DRAIN INLETS WITH INLET PROTECTION UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
- CONSTRUCT ALL REMAINING IMPROVEMENTS AS INDICATED IN THE PLANS AND SPECIFICATIONS.
- REMOVE ALL STOCKPILE FROM SITE, INSTALL LANDSCAPING.
- CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS OF ALL FINISHED IMPROVEMENTS INCLUDING STORMWATER AND LANDSCAPE IMPROVEMENTS. AS-BUILT DRAWINGS WILL BE SUBMITTED PRIOR TO FINAL INSPECTION.
- FIELD INSPECTION AND CLEAN UP.



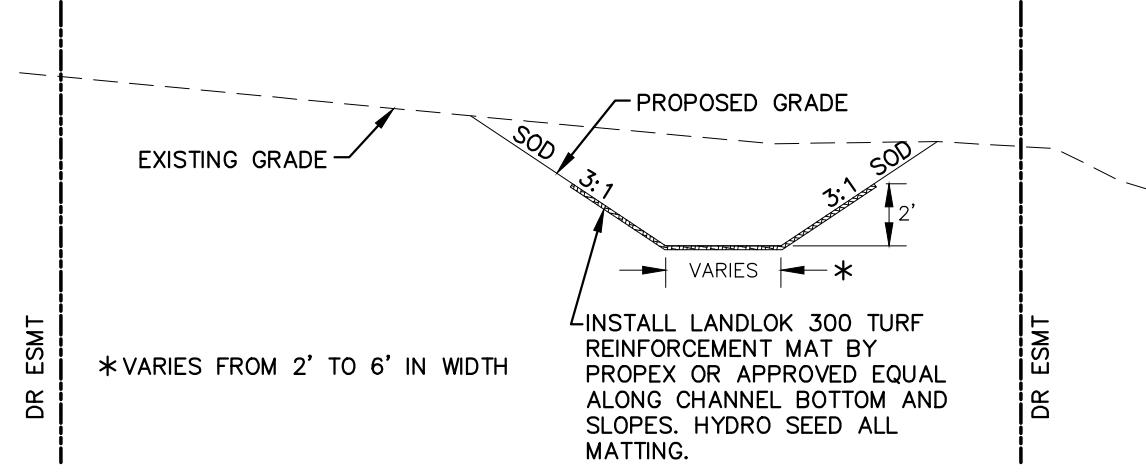
TEMPORARY ROCK CHECK STRUCTURE DETAIL
N.T.S.



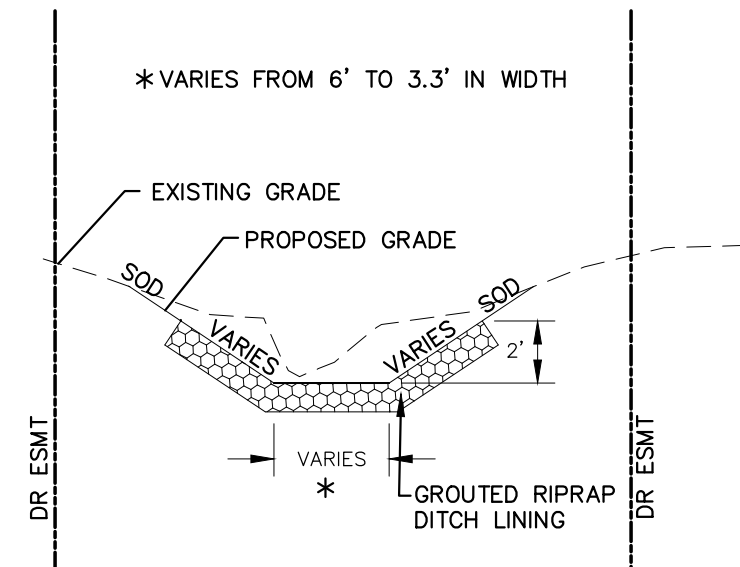
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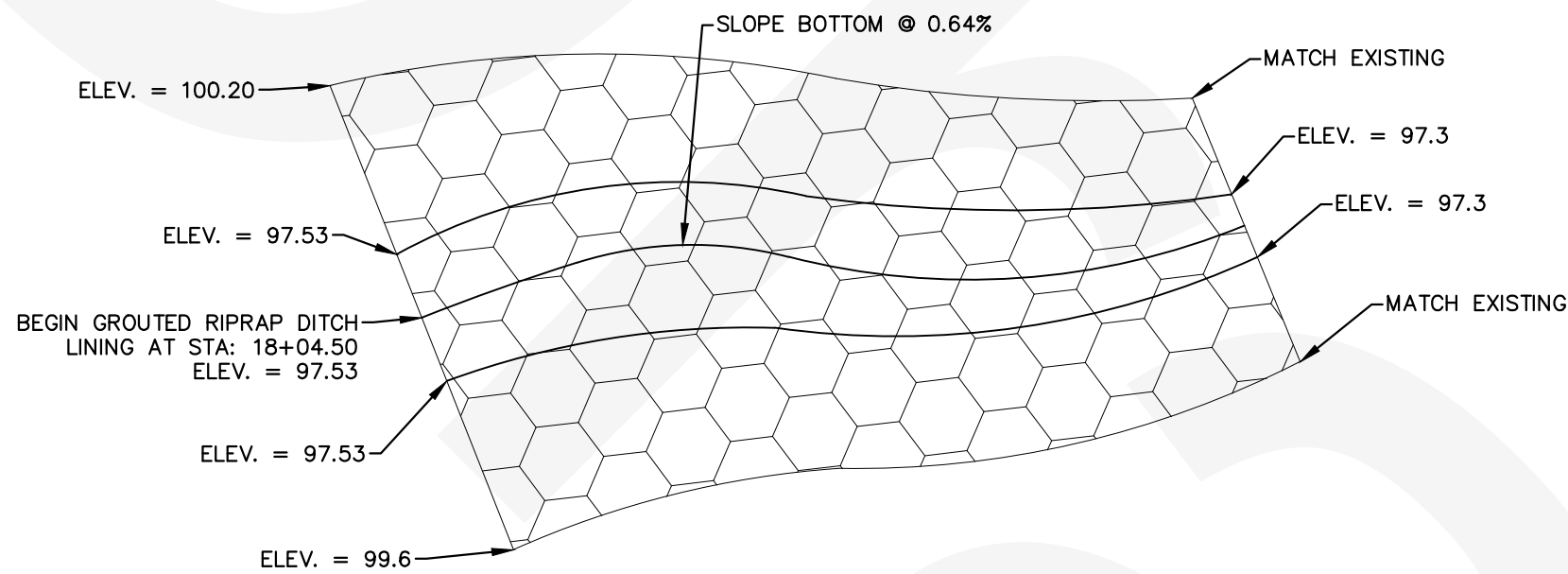
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& STA: 16+61.56 - 18+04.50



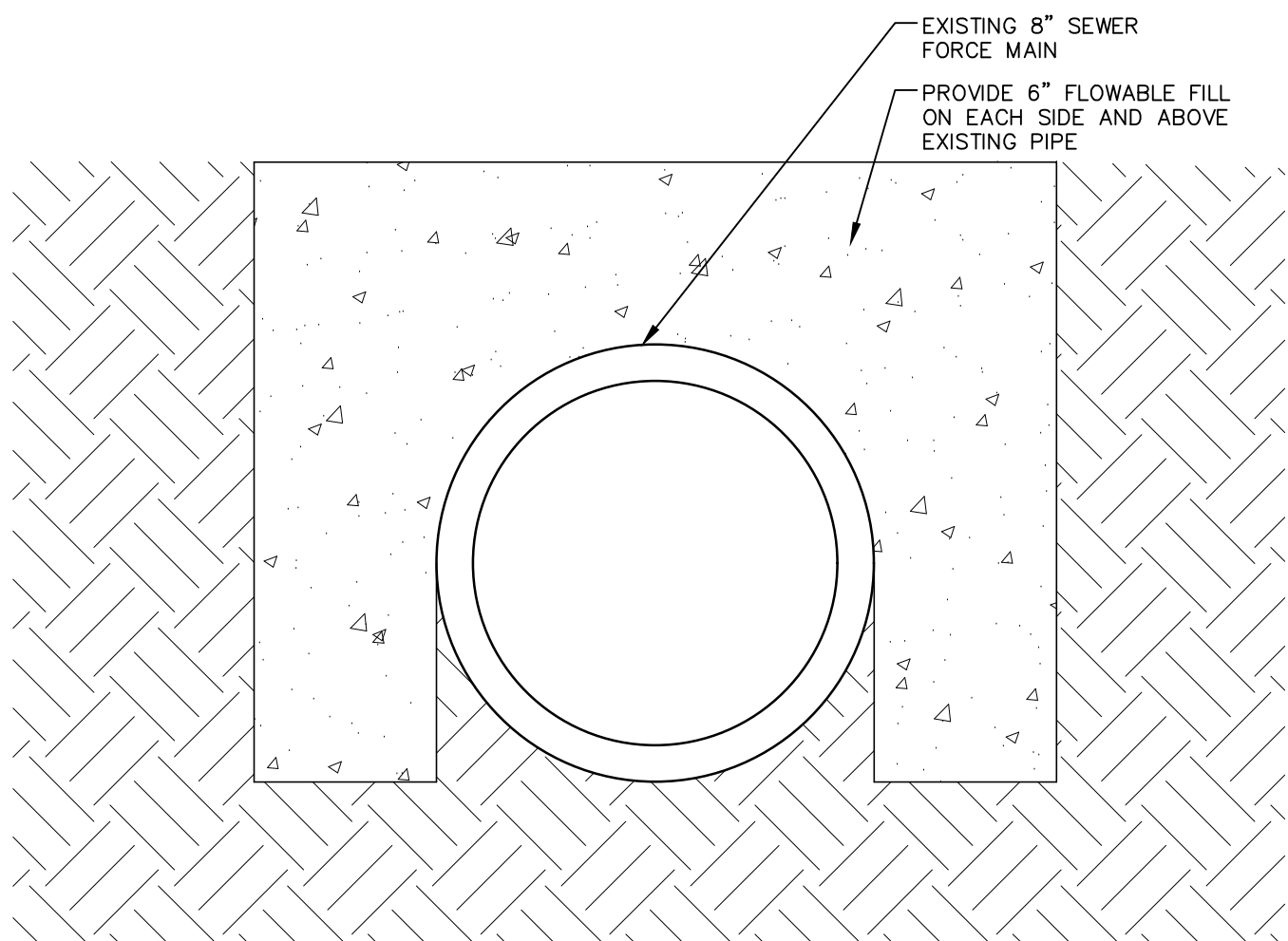
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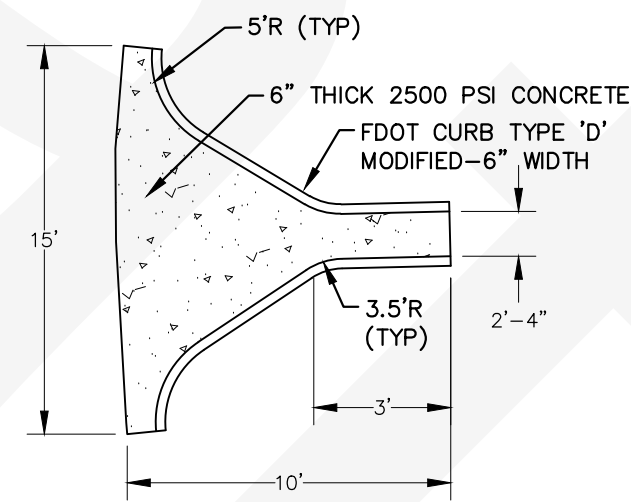
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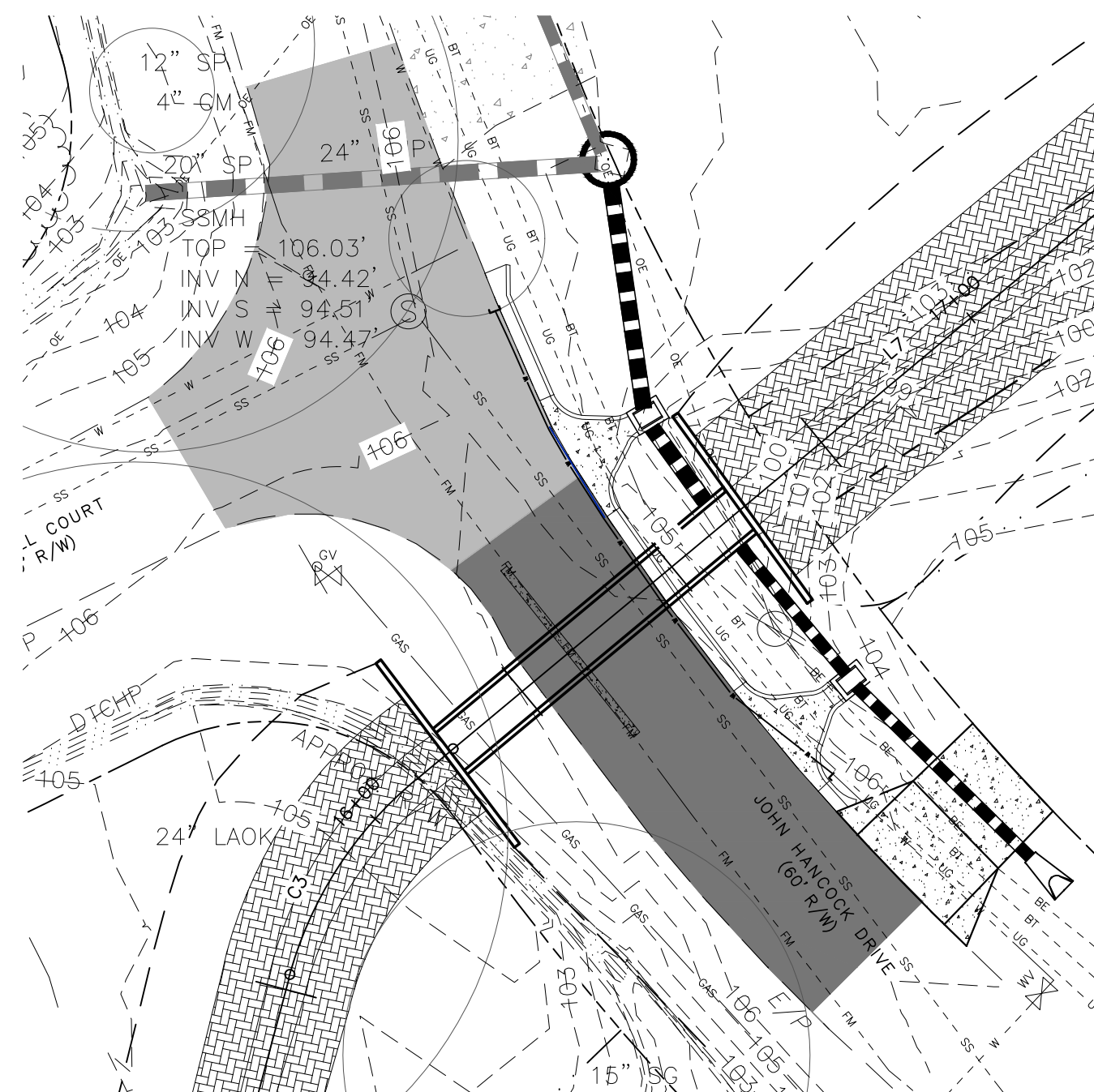
GROUTED RIPRAP DITCH LINING PAD DETAIL
N.T.S.



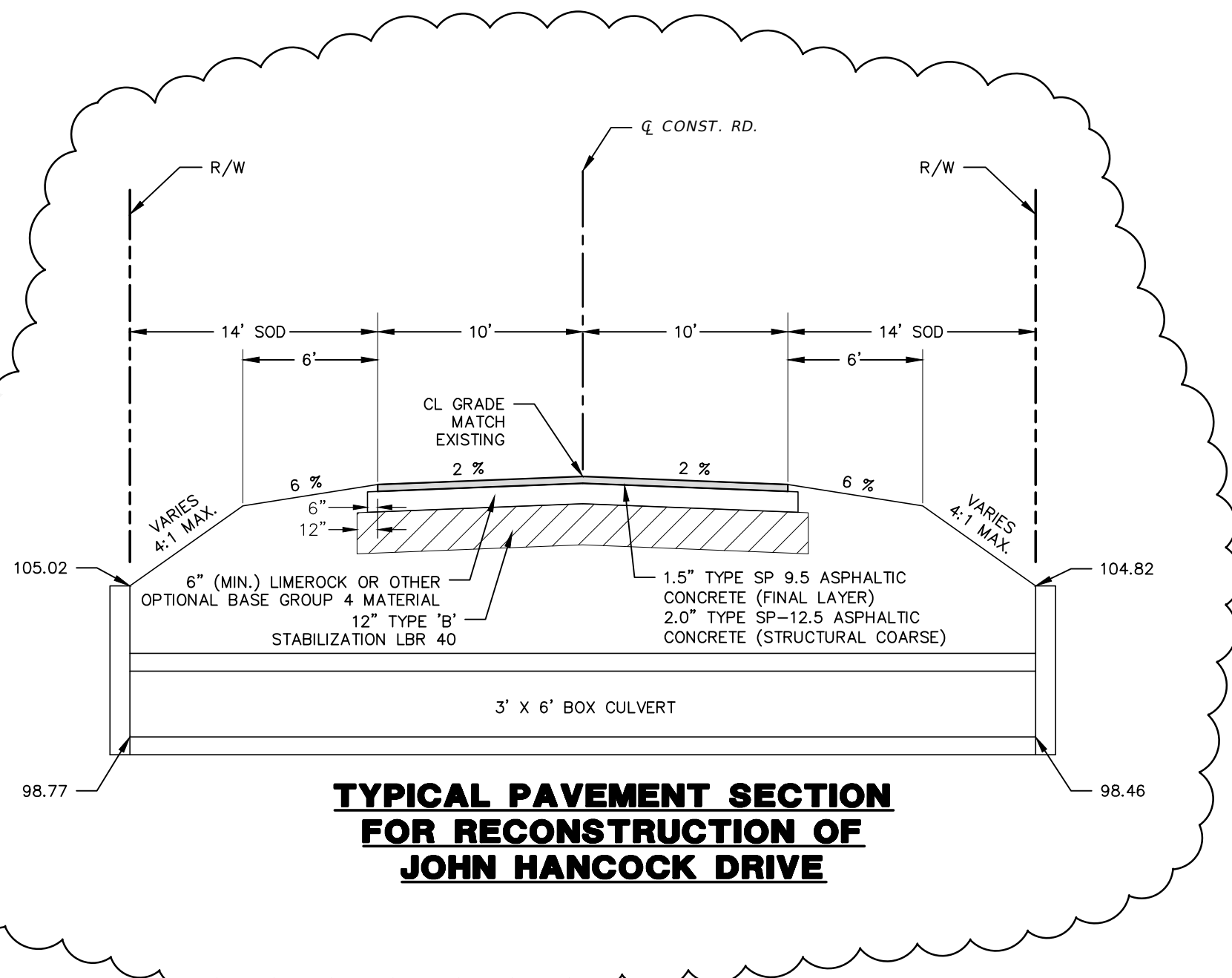
SEWER PIPE PROTECTION
N.T.S.



CONCRETE FLUME DETAIL
N.T.S.




PAVEMENT REPAIR PLAN
1" = 20'



TYPICAL PAVEMENT SECTION
FOR RECONSTRUCTION OF
JOHN HANCOCK DRIVE

NO.	DATE	DESCRIPTION	REVISIONS
1	05/09/19	PROVIDED ADDITIONAL PAVEMENT SECTION DETAIL	

DESIGNED BY:	D.W.H.
DRAWN BY:	S.R.W.
CHECKED BY:	D.W.H.
SCALE:	1" = 30'



GENESIS
FROM VISION TO REALITY

GGI, LLC dba GENESIS GROUP
2507 CALLAWAY ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303

FL CA 00009660
FL LB 0006816
FL LC 26000202

(850) 224-4400 (850) 681-3600 FAX
www.GenesisGroup.com



LEON COUNTY
PUBLIC WORKS

PREPARED FOR

LINENE WOODS
DRAINAGE IMPROVEMENTS

PROJECT NAME

LINENE WOODS
DRAINAGE IMPROVEMENTS

SHEET TITLE

CONSTRUCTION SEQUENCE
AND DRAINAGE DETAILS

SEAL

David W. Hutcherson, P.E.
License Number: 38670

PROJECT NUMBER

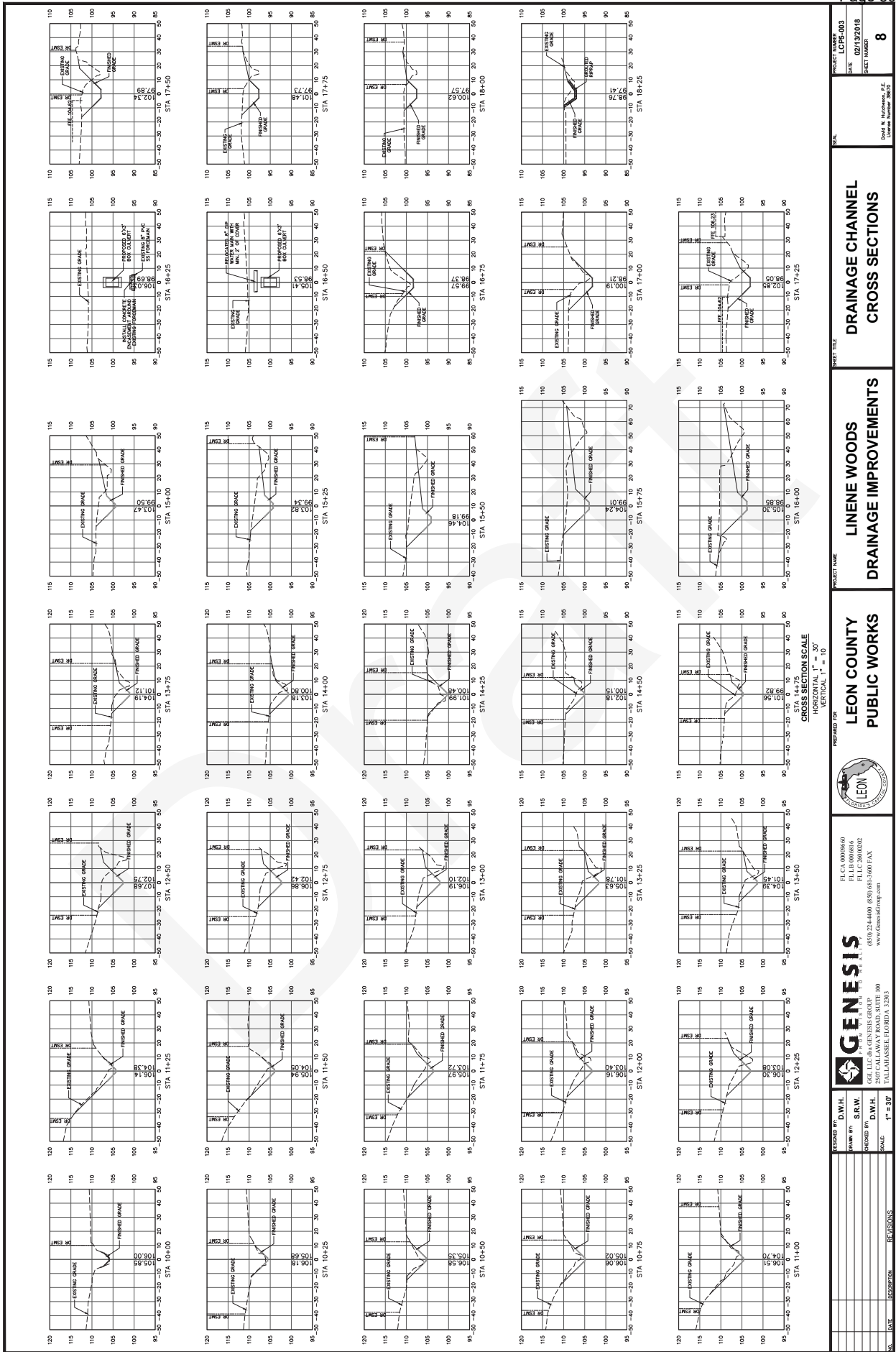
LCP5-003

DATE

02/13/2018

SHEET NUMBER

7



**DRAINAGE CHANNEL
CROSS SECTIONS**

**LINE WOODS
DRAINAGE IMPROVEMENTS**

**LEON COUNTY
PUBLIC WORKS**



FL CA 000040
FL LR 000816
FL LC 200002
(850) 224-4400 (850) 681-3800 FAX
www.leoncountyfla.com



DESIGNED BY: D.W.H.
DRAWN BY: S.R.W.
CHECKED BY: D.W.H.
SCALE: 1" = 30'

NO.	DATE	DESCRIPTION	REVISIONS

PROJECT NUMBER CUTS-003	SHEET NUMBER 8
DATE 02/12/2018	DRAWN BY D.W.H.
	CHECKED BY S.R.W.

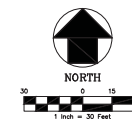
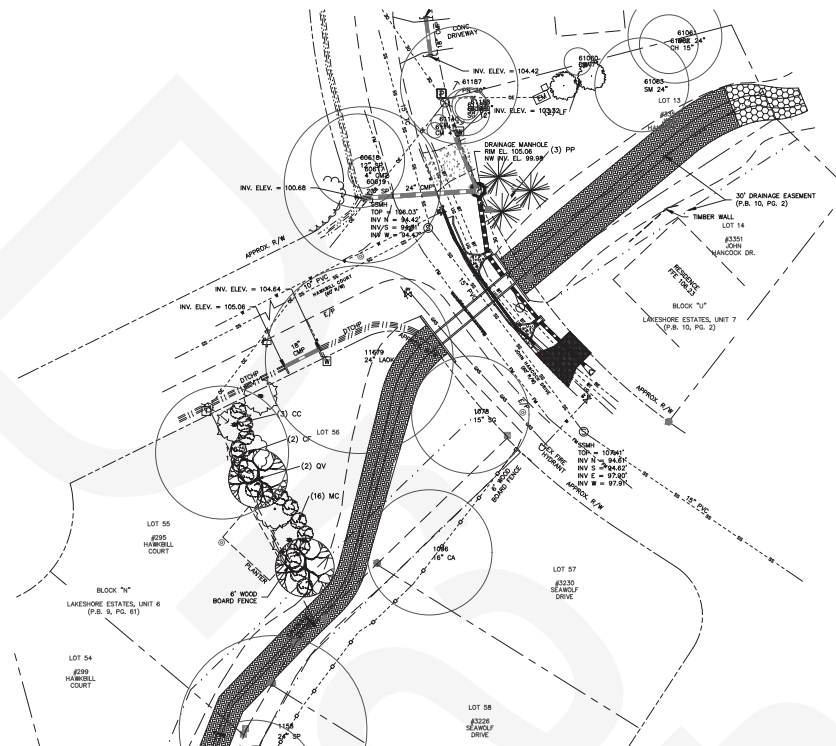
Drawn by: D.W.H. (850) 681-3800
Checked by: S.R.W. (850) 681-3800

APR 23, 2018 (10:46:16 AM) C:\Users\jgarcia\Documents\2018\04-23-2018\04-23-2018.dwg

PRESERVED TREES			
TREE #	SIZE	COMMON NAME	CREDIT
61053	24"	Sycamore	8
61168	9"	Elm	4
61190	12"	Sweetgum	4
61062	15"	Cherry	6
TOTAL			22

PLANTING CREDITS
(12) 3" CALIPER TREES AT 2 CREDIT EACH = 24 CREDITS
= 24 TOTAL PLANTING CREDITS

CREDIT/DEBIT SUMMARY
PRESERVATION CREDITS = 22 TOTAL CREDITS
PLANTING CREDITS = 24 TOTAL CREDITS
= 46 TOTAL CREDITS
REMOVAL DEBITS = 24 TOTAL DEBITS
TOTAL PROJECT AREA = 1.14 AC.
REQUIRED TREE REFORESTATION CREDIT RATIO = 40.00 CREDITS/AC.
PROVIDED TREE REFORESTATION CREDIT RATIO = 40.35 CREDITS/AC.



PLANTING SCHEDULE

QUANTITY	COMMON NAME	BOTANICAL NOMENCLATURE	SPECIFICATIONS
TREES			
2	LIVE OAK	<i>Quercus virginiana</i>	3" cal., 12'-14" ht., 6-7" spr., locate as shown.
2	FLOWERING DOGWOOD	<i>Cornus florida</i>	3" cal., 8'-10" ht., 3-4" spr., locate as shown.
3	REDBUD	<i>Cercis canadensis</i>	3" cal., 15'-16" ht., 8-9" spr., locate as shown.
2	MUSKOGEE DRAPE MYRTLE	<i>Lagerstroemia x faurei 'Muskogee'</i>	3" cal., 11'-12" ht., 4-5" spr., locate as shown.
3	LONGLEAF PINE	<i>Pinus palustris</i>	3" cal., 15'-16" ht., 8-9" spr., locate as shown.
SHRUBS			
16	WAX MYRTLE	<i>Myrica cerifera</i>	30" min. ht., 24" min. spr., min. 3" d.c.
GROUND COVER			
500	4,295 S.Y. CENTPEDE	<i>Eremochloa ophiuroides</i>	solid and where shown.

PLANTING SYMBOL LEGEND

OV	LIVE OAK (<i>Quercus virginiana</i>)
CF	FLOWERING DOGWOOD (<i>Cornus florida</i>)
CC	REDBUD (<i>Cercis canadensis</i>)
LF	MUSKOGEE DRAPE MYRTLE (<i>Lagerstroemia x faurei 'Muskogee'</i>)
PP	LONGLEAF PINE (<i>Pinus palustris</i>)
MC	WAX MYRTLE (<i>Myrica cerifera</i>)

IRRIGATION NOTES:
1. THE CONTRACTOR SHALL DESIGN AND INSTALL AN AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF NEW PLANT MATERIAL.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED AS NOT TO IMPACT THE CRITICAL PROTECTION ZONE (CPZ) OF EXISTING TREES.
3. CONTRACTOR SHALL UTILIZE EXISTING WATER SERVICE AT NORTHWEST PROPERTY CORNER FOR IRRIGATION.

DESIGNED BY:	D.W.H.
DRAWN BY:	S.R.W.
CHECKED BY:	D.W.H.
SCALE:	1" = 30'

GENESIS
GGL LLC dba GENESIS GROUP
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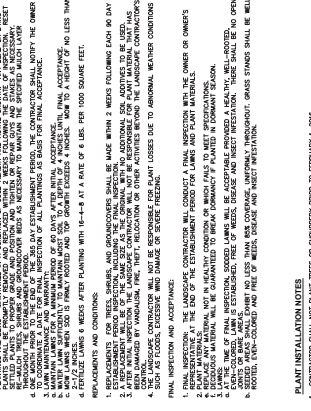
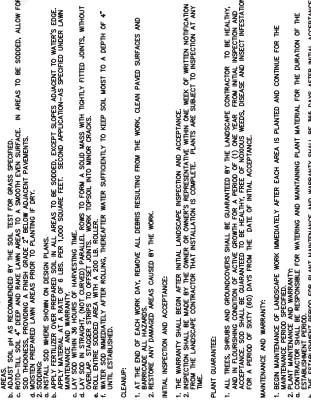
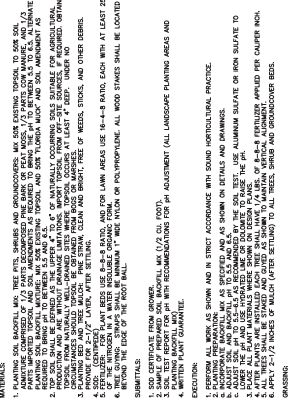
LEON COUNTY
PUBLIC WORKS

PROJECT NAME
**LINENE WOODS
DRAINAGE IMPROVEMENTS**

SHEET TITLE
**LANDSCAPE
PLAN**

SEAL
David W. Hutcherson, P.E.
License Number 38670

PROJECT NUMBER
LCP5-003
DATE
02/13/2018
SHEET NUMBER
9

[illegible]

Linene Woods – Phase 1 Drainage Improvements

TECHNICAL SPECIFICATIONS:

1. SUMMARY OF WORK

The proposed Linene Woods – Phase 1 Drainage Improvement project is located in Section 12, Township 1 North, Range 1 West, in Leon County, Florida. The project limits on the drainage easement for Lakeshore Estates Unit 6 between Hawkbill Court and Seawolf Drive north to the open space are indicated on plans. The scope of work to be performed under this bid will include removal and replacement of culverts, grading and stabilizing the stormwater conveyance channel, roadway reconstruction, landscape planting, and all associated improvements as shown on the construction plans.

2. GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans. The contract administration, construction procedure, materials, and equipments, shall be in accordance with the following specifications and contract documents:

- 2.1 All Standards and specifications called out on the Construction Plans.
- 2.2 Leon County Technical Specifications.
- 2.4 The City of Tallahassee Technical Specifications for Water and Sewer Construction, Latest Edition, including the construction detail drawing for the water line replacement and sewer force main protection.
https://www.talgov.com/Uploads/Public/Documents/you/water_sewer_specifications_2018.pdf
- 2.5 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.
- 2.6 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2016 Edition and all supplemental documents thereto.
- 2.7 FDOT Roadway and Traffic Design Standards, 2016 Edition and all supplemental documents thereto.

In the event of any conflict between the Florida Department of Transportation's standard specifications and the specifications of this contract, the specifications of this contract shall govern. The governing order of these specifications is to follow the sequence in the aforementioned specifications and standards.

3. MANDATORY PREBID CONFERENCE

Contractors are required to attend the pre-bid conference to be qualified for bidding. The date of pre-bid conference may be one week before the bid opening date. Contractors shall contact the Leon County Purchasing Office to confirm the meeting time and place details.

4. SPECIAL PROVISIONS

- 4.1 An allowance of 180 calendar days has been set for the completion of this Contract, including utility coordination and relocation. SPECIAL NOTE: The road closure of John Hancock Drive will be limited to 14 consecutive calendar days. Additional work outside the roadway requiring temporary lane closures will be allowed to the completion of the Contract.

The construction approach is laid out in the General Notes section of the Construction Plans.

Contractor shall invite all utilities listed on the construction plans to attend the pre-construction conference and to confirm the work schedules.

The Contractor is required to coordinate with residents to maintain ingress and egress at all times during construction. The Contractor must distribute Flyers, previously approved by the County, to surrounding residents prior to Construction. The Flyers should contain detour map and brief description of project.

The Contractor shall conduct weekly coordination meetings with Utility owners and County representatives.

- 4.2 Contractor shall notify Property Owners 72 hours in advance of driveway closures and one week in advance of road closure.

All detour signs shall be post mounted.

- 4.3 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at

http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department. The costs are considered incidental and included in the total bid price.

- 4.4 The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2016 Edition.
- 4.5 It is the Contractor's responsibility to verify the survey control points for construction stakeouts as well as the wetland limits. The costs for construction stakeouts are considered incidental and included in the total bid price.
- 4.6 The exact location of all utilities in the vicinity of construction activities shall be verified by the Contractor prior to the construction. Contractor shall contact all utility companies through Sunshine State One Call of Florida, Inc. (1-800-432-4770) two business days in advance of beginning construction. It is Contractor's responsibility to verify and locate all the utilities to avoid damages.
- 4.7 It is the Contractor's responsibility to establish a staging area with County representative's review and approval prior to commencement of construction. The Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is outside County's right-of-way or properties, the Contractor is required to obtain separate permits from Leon County Department of Development Support and Environmental Management. All expenses associated with the additional permits will be paid by the Contractor.
- 4.8 The Clearing and Grubbing pay item includes but not limited to all works within the construction area as described in Section 110 of FDOT's Standard Specifications for Roadway and Bridge Construction, 2016 Edition. The vegetation and tree removal are also included in the clearing and grubbing cost.
- 4.9 The Contractor is also responsible to ensure all construction activities in compliance with the permit requirements.
- 4.10 Contractor provided dewatering design requirements, schedule and maintenance:
 - a. The Contractor shall provide all dewatering necessary to keep the construction and work areas dry. The Contractor shall design, install, operate, and maintain an adequate system. The system shall be of sufficient size and capacity to maintain a dry condition without delays to construction operations.
 - b. The Contractor shall submit a proposed dewatering plan for approval by Leon County Public Works prior to the pre-construction meeting of any construction or excavation operations. The plan shall show all proposed best management practices (i.e. filter

- bags, sediment sumps, etc.) for complying with all local, state, and national water quality regulations. Discharge points shall be clearly indicated.
- c. The Contractor shall monitor and provide testing at the discharge points during dewatering operations. Contractor shall ensure the discharge turbidity is within the limits set forth in chapter 62-302 F.A.C. (less than 29 NTU + Natural Background). Testing records shall be maintained onsite by the contractor and provided to the County upon request. If dewatering operations exceed the turbidity requirements, the Contractor shall stop work until the best management practices are in place to ensure water quality criteria are reached.
 - d. The Contractor shall maintain a regularly scheduled maintenance program which shall conform to the equipment manufacturer's recommendations and include all other work necessary to maintain all components fully operational.
- 4.11 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.
 - 4.12 The Contractor shall visit the project site prior to submitting the bids so a complete understanding of the site conditions and construction details can be achieved.
 - 4.13 If the construction works causes any damages to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.
 - 4.14 According to the OSHA requirements, a minimum 10-foot clearance (circumference) must be maintained from the overhead electric neutral and primary conductors for any construction work.
 - 4.15 The Contractor shall provide a minimum two-year warranty on the materials and workmanship for the work performed under this contract. The warranty shall commence upon completion of construction and issuance of Final Acceptance by the County.
 - 4.16 The fill and excavation of the trench for Water main and Sanitary Sewer Pipe installation are incidental to the pipe installation which shall not be compensated separately.
 - 4.17 As-built Survey and Record Drawings will be required for this project.
 - 4.18 The Contractor shall provide, as needed, a Sheriff's Deputy at their hourly rate, per Leon County's discretion. The Contractor shall pay the weekly invoice from the Sheriff's Department, and submit it to Leon County Public Works Department without any markup cost for reimbursement.
 - 4.19 Contractor shall supply to the Engineer the subgrade test report, base test report, asphalt test report, trenchline test report, video of storm drain system, certified as-builts and ADA certification.

- 4.20 Contractor shall submit the Leon County Maintenance of Traffic Permit prior to commencement of construction.
- 4.21 The County will procure and arrange for delivery to site of box culvert. Contractor will be responsible for heavy-lift off-loading at site following seven day advance notice of delivery.
- 4.22 a. All quality control testing costs are considered to be incidental and included as part of the total bid.
- b. Leon County shall reserve the right to sample any or all materials to determine whether or not materials meet the required specifications. Failure to meet specifications shall be cause for cancellation of delivery and rejection of materials provided for partial or full payment deduction as determined by the County representative.
- 4.23 Regular excavation and embankment will be measured by the cubic yard and in accordance with FDOT Section 120. Measurements will be made for materials excavated and removed to obtain proper compaction in cut and in fill sections. Regular excavation and embankment areas will be cross-sectioned by a Professional Surveyor and Mapper prior to excavation, at completion of excavation, and at completion of final grade establishment. The final pay quantities for regular excavation and embankment will be determined by utilizing field survey methods.

5.

This Project hereby adopts the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2016 edition together with all updates in its entirety as part of its guiding standards for construction except as amended by following specifications.

If the Standard Specification section is not referenced in this document, it is considered unaltered and remains in force as written with the exception of the general substitution of definitions listed below.

Division 1 General Requirements is modified as follows:

Section 1: Definition and Terms

Department - shall be revised to be Leon County throughout the entire Specifications unless specifically noted otherwise in this document.

Engineer - Engineer shall be revised to mean the Leon County Engineer or designee throughout the Specifications unless noted elsewhere in this document.

Section 2: Proposal, Requirements and Conditions

Delete this Section in its entirety with the exception of the retention of Section 2-1 requiring bidders be prequalified with the Florida Department of Transportation and Section 2-4 requiring the contractor to review the plans, site, etc. Replace all remaining sections with Leon County Standard Bid procedures included in the front end of all bid documents.

Section 3: Award and Execution of Contract

Delete in its entirety and replace with Leon County Standard award and bond requirements included with every contract.

Section 5: Control of Work

5-4: Modify to add: The notification of an error or omission in the contract documents shall be made in written form. The County must respond in writing before the contractor proceeds with work associated with the error or omission.

5-5 and 5-6: Replace *The Director, Office of Construction* with ***the Leon County Engineer or his designee***.

5-7.1: Revise ~~The Engineer~~ The Engineer of Record will provide centerline control points ...

5-7.3: Revise the sentence: Utilizing the control points furnished by the ~~Department~~ Engineer of Record

5-9.1: Modify to include: If the work was covered without a required inspection and the Engineer requests that it be uncovered for examination, the contractor shall do so at no expense to the County.

5-12.2.1: This section is revised to reduce the time frame for claims for extra work for project under \$1,000,000 from 90 to 30 calendar days after final acceptance and for projects over \$1,000,000 from 180 to 60 calendar days. The same reduced time frames shall apply to claims pertaining to final estimate of quantities.

5-12.2.2: This section is revised to limit the time frame for projects under \$1,000,000 from 90 to 30 calendar days after final acceptance and for projects over \$1,000,000 from 180 to 60 calendar days.

5-12.4: This section is revised to reduce the time for County action on a claim for projects under \$1,000,000 from 90 to 60 calendar days and for projects over \$1,000,000 from 120 to 90 calendar days.

5-12.5: Delete this section in its entirety. The County does not pay interest on claims.

5-12.13: The Secretary of Transportation shall mean the Leon County.

Section 6-Control of Materials:

Due to the interchanging of the responsibilities of the Florida Department of Transportation (FDOT) and the County and the need for the FDOT to retain some of its requirements, this section is deleted in its entirety and replaced in its entirety with the following verbiage. The assignments of responsibilities within this section shall be as stated

6-1 Acceptance Criteria

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Leon County Engineer or his designee may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the Florida Department of Transportation's current sampling identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to Leon County.

Ensure when a material is delivered to the location as describe in the Contract Documents, there is enough material delivered to take samples, at no expense to Leon County.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Leon County Engineer or his designee for qualification and use on County projects. Leon County may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Points of Production Test: Test the material during production as specified in the contract documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities specified in the contract documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the County may require retesting of material that have been tested and accepted at the source of supply, or may require the testing of materials that are accepted by producer Certification. The County may reject all materials that, when retested, do not meet the requirements of these specifications.

6-1.3 Certification

6-1.3.1 Manufacturer Certification: Provide complete certification for materials as required. Furnish to the Engineer for approval, manufacturer certifications for all products listed on the Approved Product List (APL) and when required by the applicable material specifications. Do not incorporate any manufactured products or materials into the project without approval of the County Engineer. Materials will not be considered for payment when not accompanied by manufacturer's certification. Manufacturers may obtain sample APL certification forms through the Florida Department of Transportation's website. Ensure that the certification is provided on the manufacturer's letterhead and is signed by a legally responsible person from the manufacturer and notarized.

6-1.3.1.1 Approved Products List: The Product Evaluation Section in the State Specifications and Estimates Office maintains the APL. This list provides assurances to the Contractors, consultants, designers and County personnel that specific products and materials are approved for use on County facilities. The County will limit the contractor's use of products and materials that require use of APL items listed on the APL effective at the time of placement. References to the Qualified Products List (QPL) will be synonymous with the APL in all Contract Documents.

6-1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities other than the Specifications:

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If a Florida Method does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of

issuance, use the most current time of issuance, including interims or addendums thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on County projects must be in accordance with Rule 14-103 FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The County may reject improperly stored materials.

6-3.2 Use of Right of Way for Storage: If the Leon County Engineer allows, the contractor may use a portion of the right-of-way for storage purposes and for placing the contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right of way to preconstruction condition at no additional cost to the County or as specified in the contract documents. Provide any additional space required at no expense to the County.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The County is not liable for any loss of materials, by theft or otherwise, or for any damage to stored materials.

6-3.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the contract documents and warranted by the test methods and Specifications.

6-4 Defective Materials: Materials not meeting the requirements of the FDOT Standard Specifications current edition will be considered defective. The County Engineer will reject all such materials, whether in place or not. All rejected materials shall be immediately removed from the project site and storage areas at no expense to the County.

Do not use material that has been rejected and the defects corrected, until the County Engineer has approved the materials use. Upon failure to comply promptly with any order of the County Engineer made under the provisions of this section, the County may remove and replace defective material and deduct the cost of removal and replacement from any money due or to become due to the Contractor.

As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit a proposed scope of work to the County Engineer for an engineering or independent laboratory (as approved by the County Engineer) analysis to determine the disposition of the material. A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis. Upon the County Engineer's approval of the scope of work submitted by the Contractor, the engineering analysis must be completed and the report must be submitted to the County Engineer within 45 calendar days, or other time frame as approved by the County Engineer. The report must be signed and sealed by the Specialty Engineer. The County Engineer will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply: Sections 6-5.1 and 6-5.2 all wording remains the same with the exception, the word Department shall mean Leon County.

7-1.9 Florida Minority Business Loan Mobilization Program: This section is deleted in its entirety.

7-2.2 Work in Navigable Waters of the U.S.: Modify the statement *will procure all the necessary permits prior to advertisement for bids* to will obtain the necessary permits prior to authorization of that portion of the work. Whenever a permit has not been obtained prior to advertisement, notification shall be provided in the bid documents pertaining to the anticipated requirements of the required but pending permit.

7-11.3 Contractor Use of Streets and Roads: The Contractor shall repair any road damages as the result of hauling materials or equipment to a job site to as good of condition as before the hauling began. Leon County shall not be responsible for any damages to the roadways.

7-13.2 & 7-13.3 Contractors' Public Liability and Property Damages Liability Insurance & Contractor Protective Public Liability and Property Damage Liability Insurance: Liability limits stated in these sections shall remain unless specifically revised in the project specific front end documents.

7-19 Source of Forest Products: This section is modified to encourage, but not require the use of Florida timber, timber piling or other forest products.

7-24 Disadvantaged Business Enterprise Program: Replace in its entirety with the Leon County Disadvantaged enterprise requirements included in the front end project specific specifications. If the front end does not address DBE requirements, none shall be required.

7-25 On the Job Training Requirements: With the exception of Federally Aid Contracts, this section shall be deleted in its entirety.

8-5 Qualifications of Contractor Personnel: This section shall be amended to require that the superintendent or other qualified personnel shall be required to read, speak and understand English in order to communicate effectively with county personnel.

8-9.2 Termination of Contract for Convenience: The Secretary shall mean the Leon County Administrator.

8-10.2 Amount of Liquidated Damages: Liquidated damages shall follow the FDOT amounts unless specifically modified in the contract documents.

9-2.1.1 Fuels: The County will not adjust or track fuel consumption. This section is deleted in its entirety.

9-2.1.2 Bituminous Material: The County will follow this asphalt adjustment procedure for projects meeting the time or volume criteria. The Department is the FDOT and the County will utilize FDOT's calculations of API posted on the Construction Office website.

9-5.1 Partial Payments General: Delete paragraph 3 regarding the retainage amounts and replace with the county shall withhold 10% of the project cost for all pay requests up to 50% completion, then it shall be reduced to 5% for the remaining balance according to the Florida Local Government Prompt Payment Act. County shall follow Section 9-5.4 for the release of retainage.

9-5.5.2 Partial Payment Amounts: Delete subsection (1). The County will make partial payments monthly without restriction to the minimum payment amount.

Division II

102-6.2 Construction: The County will not provide any equipment or personnel, the contractor shall be solely responsible for all efforts relating to this item.

102-6.6 Operation of Existing Movable Bridge: Substitute that the contractor shall maintain and operate all movable bridges. The County shall have no responsibility whatsoever for this task.

104-7 Maintenance of Erosion Control Features: Delete the reference to the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The contractor shall maintain all erosion control features as shown on the construction plans or as required by permits.

104-9 and 104-10 Method of Measurement and Basis of Payment: If the contract documents are silent, this basis of measurement and payment for erosion control devices governs otherwise bid quantities for erosion control devices will be paid as a lump sum.

105-1.2.2 Quality Control Inspection: Delete this section as the County does not maintain a testing and material placement database.

105-4.2 & 105-4.4 Producer Quality Control Program & Compliance with the Materials Manual: In these sections, all references to the Departments Material manual or specifications manual shall remain the Florida Department of Transportation, not Leon County.

105-4.5, 105-4.6 Producers Quality Control (QC) Plan Review and Acceptance: Submittal to and approval of the Quality Control Plan shall be the Leon County Engineer.

105-7 Lab Qualification Program: Any lab meeting the Florida Department of Transportation's qualification is permitted to do testing on Leon County projects.

110-1 (3) Clearing and Grubbing- Description: Modify this section to read: Trim trees and shrubs within the project right-of-way that are identified in the Contract documents or are needed to safely conduct the work. Trees not identified for trimming shall be brought to the attention of the County inspector for approval prior to conducting the work. In no case shall trees be trimmed on any canopy road without express designation in writing on the contract documents or by the County Engineer or his designee.

110-6.5 and 120-1.2 Asbestos Containing Materials (ACM) Not Identified Prior to Work, Unidentified Areas of Contamination: These sections are modified to delete the reference to the District Contamination Assessment Coordinator. The County Engineers shall coordinate with the appropriate party and that party shall act as the CAR Contractor outlined in this specification.

120-6.2 Furnishing of Borrow Areas: Delete this section and replace with: Use of an offsite borrow area shall meet all local, state and federal requirements for use of the site as a borrow area.

120-8.4 Reclaimed Asphalt Pavement (RAP) Method: Use of Reclaimed Asphalt Pavement (RAP) delete this section. Replace with Reclaimed Asphalt Pavement (RAP) shall be used only if specifically designated on the construction drawings. Requirements and limitations shall also be stated on the construction drawings as applicable.

120-10.1.1 and 120-10.1.2 Initial Equipment Comparison and Initial Production Lot: Delete these sections for initial equipment comparison and initial production lot.

120-10.1.6 Reduced Testing Frequency: delete this methodology. Independent testing is at the sole discretion of the County.

120-10.4 Verification Comparison Criteria and Resolution Procedures: The County reserves the right to follow whatever verification testing schedule the Engineer or his representative deem necessary for the project and is not bound by the frequency suggested by FDOT.

121-3 Mix Design: Modify this section to require submittal of a signed and sealed mix design for the County's files.

125-8.1.1 General Requirements for Structures and Pipe: Modify the lot definition. Lot is defined as one lift of backfill material placement, not to exceed 500 feet for pipe placed *under pavement* or a single run of pipe connecting two successive structures whichever is less. *For pipe installations outside of pavement a lot is defined as one lift of backfill material placement, not to exceed 1000 feet. In both cases, backfill around structures compacted separately from pipes will be considered a separate lot*

125-8.1.6 Placement and Compaction: Modify to indicate performance verification testing may be done by the County.

125-8.3.3.1 Compaction – Lowest Zone: Revise this section to read Compact soil in the lowest zone and bedding to match contiguous in situ density.

125-8.3.4 Backfill under Wet Conditions: Delete the sentence: Leon County will pay for any select material which is not available from the grading as Unforeseeable Work.

125-9.1.1 Reduced Testing Frequency: Delete this section.

125-9.3.1 Frequency: Add that Verification test is at the discretion of the County. Specify that the Quality control frequency is for under pavement. A lesser frequency for work done outside the pavement may be added onto the project specific plans. If no reduction of frequency is included in the project plans, then this testing frequency applies for all project locations.

125-10 Verification Comparison and Resolution: Criteria Delete the verification and resolution test procedures, the County's independent test lab results govern the acceptance of a work product.

160-3.2-1 Application of Stabilizing Material: Revise the wording to make the verification tests by the County discretionary.

160-3.2.1.1 Verification Comparison Criteria and Resolution Procedures: Delete the comparison and resolution procedures, the County verification tests control the acceptance criteria.

160-4.2.4 Frequency: Modify the testing frequency for non FDOT Roadways for Stabilization provided by the Contractor. Verification tests shall be at the discretion of Leon County. These values represent in most cases a 50% reduction of contractor provided testing frequency required by FDOT

Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per four consecutive LOTs	At County discretion
Density	One per two LOTs	At County discretion
Stabilizing Mixing Depth	One per 500 feet	At County discretion
LBR	One per four consecutive LOTs	At County discretion
Gradation, LL/PI & Soil Classification	Not required	At County discretion

160-4.3.1.2, 160-4.3.1.3 Mixing Depths, Modified Proctor Maximum Density Requirements:

Delete the reference to the use of Random Number Generator for determination of mixing depth and modified proctor maximum density testing locations. County inspector in most cases will determine the location of the tests.

160-4.3.2 Department Verification Tests: Delete this section its entirety. The County may obtain verification tests at its sole discretion.

160-4.4.2 Mixing Depth Thickness: Replace this section with: The contractor shall notify the County Inspector when stabilization mixing is occurring to provide the opportunity for the County Inspector to witness the mixing operation.

160-4.4.3 and 160-4.4.4 Modified Proctor Maximum Density Determination, Density: Verification tests are done at the discretion of the County and as is the acceptance of the test results.

200-5.2 Number of Courses: The County may elect to utilize different verification testing for the determination of the acceptability of base course installation in thicker than 6" lifts.

200-7.2.2 Frequency: Modify the testing frequency for non FDOT Roadways for Base Course installation provided by the Contractor. Verification tests shall be at the discretion of Leon County. These values represent in most cases a 50% reduction of contractor provided testing frequency required by FDOT

Mainline Pavement Lanes, Turn Lanes, Ramps, Parking Lots, Concrete Culverts and Retaining

Test Name	Wall Systems Quality Control - Contractor	Verification - County
Modified Proctor Maximum Density	One per 16 consecutive LOTs	At County discretion
Density	One per two LOT	At County discretion
Roadway Surface	Five per LOT	At County discretion
Roadway Thickness	2 per LOT	At County discretion

Shoulder - Only, Bike/Shared Use Path and Sidewalk Construction

Test Name	Quality Control- Contractor	Verification – County
Modified Proctor Maximum Density	One per four LOTs	At County discretion
Density	One per two LOTs	At County discretion
Surface	Two per 500 feet	At County discretion
Thickness	1 per 1000 consecutive feet	At County discretion

200-7.3.1 Quality Control Testing: Modify this section to require the retention of the samples until the County accepts the test results provided by the contractor.

200-7.3.1.2 Depth and Surface Testing Requirements: Delete the reference to the use of Random Number Generator for determination of depth and surface testing locations. County inspector in most cases will determine the location of the tests. Delete the requirement for entering data into the Department's database.

200-7.3.1.3 Surface & Thickness Reduced Testing Frequency: Delete this section as the testing frequencies have already been reduced.

200-7.3.2 County Verification Tests: This section shall be modified to delete the requirements for verification testing and replace with: All verification testing shall be done at the sole discretion of the County.

234-9 Method of Measurement: Delete the certification of quantities data information that does not pertain to the County pay request format.

327-1 Milling of Existing Pavement Description: Revise to state: unless the County specifically designates the desire to take ownership of the milled material on the project plans, the contractor shall take ownership of milled material.

327-3.2 Quality Control Requirements: The County Inspector will work with the Contractor to assure compliance with milling cross slope and other construction parameters.

334-2.3.1 Reclaimed Asphalt Pavement Material (RAP) General Requirements: The generic substitution of County for Department does not apply to this section. The use of RAP from a FDOT approved stockpile or RAP that has an FDOT furnished Pavement Composition Data Sheet shall remain the Florida Department of Transportation.

334-2.3.4 Pavement Coring Report: The County does not maintain a Pavement Coring Report. This may apply for federal aid roadways.

334-3.2.1 Mix Design General: Delete section and replace with Contractor shall certify adherence to FDOT standard mix design.

334-5.1.1 Sampling and Testing Requirements: The verification testing shall be at the discretion of the County.

334-5 Acceptance of the Mixture: Delete all references to adjustment pay factors. The pay factor shall be considered a 1.0 for acceptable work. County shall have the discretion on its independent or verification testing.

334-5.1.2 LOT Sizes: Unless stated in the project plans, a LOT will be considered 2000 tons.

337-4 Mix Design-FC-5: Revise to require the contractor provide a signed and sealed FC-5 mix design if used.

337-12 Basis of Payment: Pay factors are 1.0

338 Value Added Asphalt Pavement: This section is deleted in its entirety. (Note if the County wants to have this as an option then a dispute resolution system and pavement evaluation criteria needs to be developed or adopted.)

346-2.4 Coarse Aggregate Gradation: Retain the requirement that the aggregate sources must be approved by the Department- meaning FDOT.

346-7.7 Sample Location: Sampling locations must receive approval from the County inspector prior to the taking of the samples. Delete the comparative sampling requirements

346-9.1 Acceptance Sampling and Testing: Samples shall be taken as directed by the County inspector, not in accordance with a random number generator. The County will provide independent testing of the contractor's test samples at its discretion. If the County does independent testing, it shall cast one additional cylinder and hold it for possible future evaluation if required.

Delete the requirement for inputting the compressive strength into the sample tracking database within 24 hours. Contractor's lab shall coordinate, if required, with the County's independent lab for results comparisons.

352-2 Equipment: Identification of equipment to be used in grinding concrete is required.

352-8 Basis of Payment: The County does not adjust the contract unit prices.

355 Value Added Portland Cement Concrete Pavement: Delete this section in its entirety.

400 Concrete Structures: precast products must be from a plant that is currently on the Department's Production Facility Listing. The Departments Approved Product List shall remain the Florida Department of Transportation's Approved Product List.

410 Precast Concrete Box Culvert: Box Culverts shall be obtained from a plant that is currently on the Department's Production Facility Listing. Proof of said approval must be provided to the County with the shop drawings.

413 Sealing Cracks and Concrete Structure Surfaces: In the event that the FDOT specification and manufacturers recommendations conflict, it shall be the County's Engineer decision as to which specification governs.

425 Inlets, Manholes and Junction Boxes: For clarity, the design standards referenced means the Florida Department of Transportation latest Design standards.

430 Pipe Culverts: All pipes shall be provided from a producer on the Department's Production Facility Listing. Evidence of the suppliers meeting this standard shall be provided with the shop drawing submittal to the county.

430-12.9 Railroad Requirements: Add: The contractor is expected to schedule its work to minimize its time within the railroad right of way for work requiring a flagman or watchman.

431-4.8 Bursting: The County may designate pipe bursting for pipes with minimal laterals if deemed appropriate.

449 Precast Concrete Drainage Products: All precast drainage products shall be provided from a producer on the Department's Production Facility Listing. Evidence of the suppliers meeting this standard shall be provided with the shop drawing submittal to the county.

530 Revetment Systems: Add the requirement that the engineer of record must verify the size of riprap needed for the particular application.

603 General Requirements for Traffic Control Signals and Devices

The Departments Approved Products List means the Florida Department of Transportation Approved Products List.

All products must be on the FDOT list and must meet the current County controller hardware and software for full compatibility and integration with the existing operations

611-2.3 As- Built Drawings: (Signals) The as-built drawings submittal should be signed and sealed paper copies. Drawings in electronic format is also required.

649-4.3 Painting: Factory painting of mast arms and monotubes is required for all County installations. Paint shall be the County Standardized brown. Provide products from a fabricator on the Department's list of Prequalified Fabricators of Painted Galvanized Steel Strain Poles, Mast Arms and Monotube Assemblies.

670-2 Traffic Controller Assembly Materials: Modify this section to add Specific Controller assemblies must be compatible with County installations and actual controller selection is based on project specific criteria provided on the project plans.

710-8 Corrections for Deficiencies to Applied Painted Pavement Markings: Revise this section to: Reapply a .25 mile section centered around any deficiency, at no additional cost to the County.

711-2 & 713-2 Thermoplastic Traffic Stripes and Markings, Permanent Tape and Markings: Use only materials listed on the Department's Approved Product List (APL). The County may take random samples of the material at its discretion.

924-1 Admixtures for Concrete: Add: The County Engineer or his designee must approve the use of admixtures.

949 Brick and Concrete Masonry Unit for Manholes, Inlets and Other Structures: Revise to restrict the use of brick for riser adjustment and repairs, not new structures.

972-1 Recycled Plastic Products: Modify to include: The usage of these products is restricted unless specifically noted on the project plans.

981-1 Turf Materials General: Add: The Contractor must reinstall sod matching the type removed. If a conflict arises between the contractor and the property owner regarding replacement sod, the property owner's claim shall prevail unless the contractor provides evidence of preconstruction sod type.

ATTACHMENTS

Attachment #1

Leon County – Environmental Management Permit # LEM16-00023

LEON COUNTY
DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
ENVIRONMENTAL MANAGEMENT PERMIT

TO SPEAK TO AN ENVIRONMENTAL INSPECTOR, CALL (850) 606-1300.

PERMIT EXPIRES THIRTY-SIX (36) MONTHS FROM ISSUANCE PER ARTICLE 5, SECTION 7-41(4)(A)(1), ENVIRONMENTAL MANAGEMENT ACT

PERMIT EXPIRES: 05/18/2021

PERMIT #: LEM1600023
PROJECT NAME: LINENE WOODS TRIBUTARY
LOCATION: 289 HAWKBILL CT
PERMITTEE:



DATE ISSUED: 05/18/2018
PARCEL TAX ID: 211250 N0560

FEE INFORMATION

Stormwater SF B High	1,727.09
Env Tree Removal Permit Fee	114.00
Env Landscaping Permit Fee	780.00
TOTAL FEES:	2,621.09
TOTAL PAYMENTS	2,621.09
BALANCE:	0.00


John P. Kraynak, Director Environmental
Compliance Division

John P. Kraynak, Director
Environmental Services Division

ACCEPTANCE OF THIS PERMIT ACKNOWLEDGES PREMISIONS FOR LEON COUNTY PERSONNEL TO INSPECT AT REASONABLE TIMES THE PROPERTY AND WORK ASCRIBED IN THIS PERMIT. FAILURE TO POST THE PERMIT PLACARD IN A CONSPICUOUS PLACE ON-SITE OR FAILURE TO HAVE THE APPROVED PERMIT AND PLANS AVAILABLE ON-SITE MAY RESULT IN THE IMMEDIATE ISSUANCE OF A STOP WORK ORDER.

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY**

DEPARTMENT OF DEVELOPMENT SUPPORT AND
ENVIRONMENTAL MANAGEMENT

**LINENE WOODS TRIBUTARY
STORMWATER IMPROVEMENTS**

**ENVIRONMENTAL MANAGEMENT PERMIT
LEM16-00023**

**-A Pre-Construction Conference with the County Environmental Inspector is Required-
(Contact Mr. Brian Lawrence @ 606-1356 or 544-0826)**

This environmental management permit authorizes primary stormwater conveyance improvements within the Linene Woods Tributary. Improvements include re-grading the existing stormwater conveyance channel and culvert replacements, as well as tree removal associated with the conveyance improvements. The improvements are primarily located within Parcel ID Nos. 21-12-50- N-056-0 and 21-12-50- U-013-0, Leon County right-of-way, and drainage easements within Leon County, consistent with the following attachments and exhibits:

Attachment A: Permit Conditions
Exhibit A: Approved Plans (Permit Plan Set)

The permittee should be familiar with the permit conditions and all other attachments and exhibits included in this permit prior to the commencement of development activity. Failure to conform to this permit may cause appropriate enforcement action to be taken that could include a "Stop Work Order" or a "Notice of Violation".

Approved By:



Approved By: Nawfal Ezzagaghi 5/18/2018

John Kraynak, P.E., Director
Environmental Services
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Date

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ATTACHMENT “A”
PERMIT CONDITIONS:
LINENE WOODS TRIBUTARY STORMWATER IMPROVEMENTS

GENERAL CONDITIONS:

1. The permittee shall conduct all development activity consistent with the “Environmental Management Act” and Chapter 10 of the Leon County Land Development Code.
2. *Posting of placards.* A placard indicating issuance of a valid permit shall be posted in a conspicuous place on site at all times during the development activity. **Reference Section 10-4.203(c)(1).**
3. *Permit and plans on-site.* A copy of the approved permit and plans (Exhibit “A” and subsequent approved contractor “Shop Drawings”) shall be available on site at all times when any development activity is occurring on the site. **Reference Section 10-4.203(c)(2).**
4. *Notice of intent to proceed and Pre-Construction Conference.* A notice of intent to proceed shall be filed with the Director at least three (3) working days prior to initiation of any physical development activity on the site. The notice shall specify the site location and the permit number(s) applicable to the activity and shall specify the date and approximate time at which such physical development activity is to commence. A pre-construction conference will be scheduled and required prior to the commencement of any development activity. **Reference Section 10-4.203(c)(3).**
5. *Environmental Management Officer.* This individual shall be in responsible charge of all on-going work on the site and ensure that all work is proceeding according to the approved plans and permit. The designated environmental management officer must ensure that during such time as the officer is not personally present on the site a designated alternate remains in responsible charge of the project. For this project, the Environmental Management Officer shall be determined at the pre-construction conference. **Reference Section 10-4.203(c)(6).**
6. *Permit Expiration.* This Environmental Management Permit expires 36 months after issuance. **Reference Section 10-4.214(a)(1).**
7. *Extensions.* Permits may be extended, by request of the applicant and approval of the Director, for successive periods of time not to exceed 36 months each, provided the request for extension is made prior to the expiration of the prior approval and provided continuous good faith efforts have been made to complete the development. **Reference Section 10-4.214(a)(2).**
8. *Early expiration for cause.* If no substantial and readily observable site development activity has taken place within 24 months of the issuance of the permit or, once development is started, if no such development activity occurs for any 24 consecutive months, the county administrator or designee may, after notifying the permittee and providing an opportunity for hearing, determine the permit to be expired and shall so notify the permittee. Such a permit may not thereafter be extended. **Reference Section 10-4.214(a)(3).**
9. *Effect of permit expiration.* Once a permit has expired, no further development activity may proceed on the permitted development site unless and until a new permit is received for the development site and activity. **Reference Section 10-4.214(c).**

10. *Continued responsibility under expired permit.* An expired permit shall not relieve the permittee from the responsibility of continued compliance with this permit and the Code. Where development has commenced and no final inspection completed before expiration of a permit, the permittee may be required to submit, and obtain the Director's approval of a new environmental management permit application or an application for amendment of the expired permit. As an option, the permittee may be required to complete and maintain the landscaping, trees, or stormwater management systems and facilities which were required by the expired permits, as necessary to prevent significant adverse environmental impacts as a result of development activity which has occurred on the site. **Reference Section 10-4.214(c).**
11. *Notice of transfer of permit.* No later than ten (10) days after the sale or legal transfer of property upon which a stormwater management facility has been, or is approved to be, constructed pursuant to a permit issued by the County, a notice of transfer of permit shall be submitted to the Director. The notice shall be made using a form provided by the Director. **Reference Section 10-4.214(e)(1).**
12. *Transfer liability.* Until a proper notice of permit transfer is provided to the Director, the permittee and any other person constructing, operating, or maintaining the permitted facility shall be liable for compliance with the terms of the permit. The permittee transferring the permit shall remain liable for corrective actions required as a result of any violations occurring prior to transfer. For facilities that have received final inspection approval prior to the time of legal transfer, the original permittee shall remain liable for performance of warranty obligations as set forth in **Section 4.208(d)**, absent an express assumption of liability as to such warranty obligations by the subsequent holder of the property. **Reference Section 10-4.214(e)(2).**
13. *Amendments.* Any minor change or deviation from the approved plans shall require an amendment to this permit. Substantial changes, including significant increases in impervious area, changes in intended land use, modification of stormwater management system, new phases of development, or other additions, shall not be treated as amendments, but shall require a new permit application. **Reference Section 10-4.215.**
14. *During development.* All environmental management controls and facilities shall be maintained in a manner which will ensure proper functioning and protection from unnecessary environmental degradation, throughout the development process. **Reference Section 10-4.210(a).**
15. *Post-development.* Upon completion of development activities and construction, the permittee shall ensure that each site is properly stabilized, and that swales and other stormwater management features shown in the permit are in place in a manner consistent with the permit, approved plans and specifications. **Reference Section 10-4.210(b).**
16. *Post-construction inspection.* Prior to requesting a final inspection by the Director, the permittee shall have a qualified professional to personally inspect the site and facilities and certify as provided for in **Section 10-4.208(b).**

SPECIFIC CONDITIONS:

1. *Permit Scope.* As shown in Exhibit “A” (the permit plan sets), this permit authorizes primary stormwater conveyance improvements within the Linene Woods Tributary. Improvements include re-grading the existing stormwater conveyance channel and culvert replacements, as well as tree removal associated with the conveyance improvements. The improvements are primarily located within Parcel ID Nos. 21-12-50- N-056-0 and 21-12-50- U-013-0, Leon County right-of-way, and drainage easements within Leon County. No stormwater management facilities are proposed with this project.
2. *Licensed contractors.* All excavation, grading work, and other site work shall be performed under the supervision of a certified or registered general contractor, building contractor, residential contractor, commercial or residential pool/spa contractor, or underground utility contractor, or by an excavation, grading and site contractor duly licensed by the County Contractors Licensing Board. **Reference Section 10-4.203(c)(5).**
3. *Notification of Easements.* A copy of any required easements, with proof of recording, shall be provided to the Director prior to final inspection. Where transfer of title for any affected parcel is proposed, the owner shall provide clear information to each prospective buyer prior to execution of any contracts, about the existence, impacts, and responsibilities associated with any easements on the property. A copy of the applicable easements shall be provided by the owner to each prospective purchaser prior to closing, and the copy shall be initialed by the parties and attached to such closing documents upon execution. **Reference Section 10-4.203(c)(8).**
4. *Stormwater management facility operating permit.* No stormwater management facility shall be utilized until a stormwater management operating permit is obtained. An operating permit is not required for facilities which have as their primary function the conveyance of stormwater, facilities under construction as part of an approved development plan, and temporary facilities which are part of an erosion and sediment control plan. **Reference Section 10-4.209(a).**
5. *Required disclaimers.* Any contract for the conveyance of title to land for which stormwater management is provided by a system or facility not maintained by the County or the City of Tallahassee shall contain the following statement: “Neither Leon County nor the City of Tallahassee is responsible for the maintenance, upkeep or improvement of any stormwater management facility utilized by the land described herein. Title to this property carries with it the requirement that the current and all subsequent owners or their authorized agent obtain a stormwater management facility operating permit from the County. The owner of this property shall be legally responsible, jointly with other owners using the facility and based on pro rata share, for compliance with all stormwater management facility operating permit maintenance and operation requirements, as well as all other permit conditions, unless such maintenance and operation obligations have been specifically assumed by some other entity pursuant to Director approval and appropriate documentation recorded in the public records of Leon County.” **Reference Section 10-4.210(d).**
6. *Landscape and tree maintenance, if applicable.* All landscaping, landscaped areas, landscape development, buffer areas, and trees required as part of this permit shall be maintained and used pursuant to **Sections 10-4.348(b), 10-4.355, 10-4.209(f)(1)(h), 10-4.209(g)(7) and 10-4.211** of the Land Development Code and shall be checked for compliance during the operating permit renewal process.
7. *Stormwater Facility Performance.* The stormwater management system for the development activity permitted herein shall conform to the “Stormwater Management Plan” (Exhibit A).

8. *System Evaluation & Redesign.* At any time, should the County determine that the stormwater management system, stormwater pollution prevention plan, landscape plan, or any maintenance program is not functioning as designed, the County may request a system evaluation to determine compliance. The Permittee shall have thirty (30) days to evaluate the discrepancy and respond. Should the Permittee verify that a discrepancy exists, then the Permittee shall have sixty (60) days to redesign and implement the appropriate redesign necessary to correct the discrepancy. This process does not apply to any event of noncompliance with the permit and approved plans, in which case the enforcement provisions of the Environmental Management Act shall apply.
9. *Intergovernmental Transfer.* If at any time, the City of Tallahassee (the “City”) annexes the permitted development into its corporate boundary, then this permit shall be transferred to the City with all provisions fully enforceable by the City. The City shall assume the role of the County in each provision of this permit.
10. *Termination of Permit.* The requirements, responsibilities and obligations of the Permittee in the General Conditions, Specific Conditions, and Special Conditions shall never expire with this permit. The Permittee may terminate such requirements, responsibilities and obligations either by an appropriate transfer as prescribed in Paragraph 12 of the General Conditions or by closing the development in a manner guaranteeing the preservation of natural areas, conservation easement areas, and/or other protected areas. Such closure shall require the submittal and approval of a short form environmental management permit which states appropriate plans to close the project in manner that will ensure compliance with the Environmental Management Act upon and after termination of responsibility. **Reference Section 10-4.214(a)(3).**
11. *Other Permits.* This permit is issued with the condition that the applicant procure and comply with all other necessary federal, state, and local agency permits, including but not limited to the Florida Department of Environmental Protection (FDEP) permit, Florida Department of Transportation (FDOT) drainage and/or access connection permits, NPDES permit and Leon County driveway connection permit. These permits must be provided prior to the start of construction. **Reference Section 10-4.201(f).**
12. *Construction Sequence.* All stormwater facilities shall be constructed and functioning prior to any clearing (with the exception of clearing for the stormwater ponds), and prior to the start of the building construction, roadway construction or any other development activity as defined in the Environmental Management Act. Phased stormwater facility construction may be allowed with prior written consent by the Director provided that each phase is fully sustainable, meets the applicable stormwater standards and provides no adverse downstream impacts. This condition supersedes any other permit conditions and plans related to this topic. In the event of a conflict between this condition and any other condition in the permit or plans, this condition will overrule.
13. *Construction or repair of buildings, excavation of streets and highways:* The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and Saturdays and between 9:00 a.m. and 5:00 p.m. on Sundays. This prohibition does not apply to the delivery and installation of concrete and other materials associated with residential slab installation. In cases of emergency, construction or repair noises are exempt from this provision. **Reference Section 12-56(10).**

SPECIAL CONDITIONS:

This permit covers environmental review for primary stormwater conveyance improvements within the Linene Woods Tributary. Improvements include re-grading the existing stormwater conveyance channel and culvert replacements, as well as tree removal associated with the conveyance improvements. The improvements are primarily located within Parcel ID Nos. 21-12-50- N-056-0 and 21-12-50- U-013-0, Leon County right-of-way, and drainage easements within Leon County. No stormwater management facilities are proposed with this project.

1. As used herein, the term “permittee” shall refer to the current owner of Parcel ID Nos. 21-12-50- N-056-0 and 21-12-50- U-013-0 and Leon County right-of-way and drainage easements. This permit may be transferred to another party in accordance with the General Conditions. Upon the Director’s approval of a Notice of Transfer of Permit, the term “permittee” shall refer to the new property owner(s) identified in this approval notice. The permittee shall ensure that all contractors and other agents authorized by the permittee to conduct the permitted development activities abide by the terms and conditions of this permit.
2. The permittee or permittee’s authorized agent shall contact the County Environmental Inspector to arrange a pre-construction conference. The County Environmental Inspector for this project will be Mr. Brian Lawrence who may be contacted at (850) 606-1356 or (850) 544-0826.
3. During the pre-construction conference, and prior to commencement of construction, copies of permits from other agencies as required (i.e., NPDES, FDOT, NFWMD, etc.) shall be submitted to the County Environmental Inspector.
4. Project staging activity in areas outside of the areas shown in Exhibit A may require a separate Environmental Management Permit from Leon County Development Support and Environmental Management (LCDSEM). LCDSEM should be contacted regarding any proposed staging activity outside of the project area prior to construction commencement.
5. The permittee shall acquire all necessary property rights, right-of-way, and easement acquisitions prior to construction commencement. The permittee shall supply copies of legal documents to LCDSEM prior to the pre-construction conference demonstrating that sufficient property rights, right-of-way, and easement acquisition have been obtained to conduct the permitted work.
6. Additional silt fences or other sediment and erosion control devices and environmental protection measures (i.e., silt curtains at proposed culvert discharges to the waterbodies, floating turbidity barriers, additional tree barricades around protected trees, etc.) may be required during project construction, as specified by the County Environmental Inspector.
7. Sediment control measures shall be sufficient to prevent the tracking or direct flow of mud and sediments onto public or private streets or drainage ditches. Any sediments or mud spilled, dropped, washed, or tracked from any vehicles onto the public or private streets or into the public drainage system shall be recovered and cleaned-up immediately.
8. All soil excavated as part of this project shall be used on-site or properly disposed of at an approved location.
9. **Upon completion of the project, no trees remaining within or immediately adjacent to the project area shall be in a hazardous or dangerous condition as to endanger public health, welfare, or safety as determined by the permittee.**

10. Notwithstanding the general and specific conditions contained in this permit, this project will require submittal of as-built plans (record drawings) with specific topographic information, signed/sealed by a Florida licensed Land Surveyor and a compliance certification signed/sealed by a Florida licensed Professional Engineer. These should be submitted to the Director at least 20 days prior to the permittee/applicant's request for final inspection. All landscaping shall be installed prior to request for final inspection.
11. In the event that any condition of this permit is subject to multiple interpretations and becomes the source of conflict that cannot be resolved onsite by the contractor and the County Environmental Inspector, the matter shall be forwarded to the Environmental Services Director for clarification/interpretation.

LINENE WOODS TRIBUTARY AT JOHN HANCOCK DRIVE

Attachment C

BID FORM - REVISED MAY 10, 2019

PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1.00		\$ -
102-1	MAINTENANCE OF TRAFFIC	LS	1.00		\$ -
104-10	SEDIMENT BARRIER	LF	40.00		\$ -
	ROCK CHECK STRUCTURE	EA	6.00		\$ -
104-15	SOIL TRACKING PREVENTION DEVICE	EA	2.00		\$ -
	TREE PROTECTION BARRICADE	LF	300.00		\$ -
110-1-1	CLEARING AND GRUBBING (INCL. TREE AND PIPE REMOVAL)	AC	1.30		\$ -
120-5	CHANNEL EXCAVATION	CY	2484.00		\$ -
162-1-11	PREPARED SOIL LAYER, 6 INCH	SY	5161.00		\$ -
400-4-1	6' x 3' BOX CULVERT INSTALLATION *	LS	1.00		\$ -
400-4-2	CONCRETE CLASS IV ENDWALLS	CY	27.00		\$ -
415-1-1	REINFORCING STEEL ENDWALLS	LB	3920.00		\$ -
425-1541	INLETS, DT BOT, TYPE C, MODIFIED <10'	EA	2.00		\$ -
425-2-71	MANHOLE	EA	1.00		\$ -
430-200-25	FLARED SECTION, OPTIONAL ROUND, 18" CD	EA	2.00		\$ -
430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, SD, 18"	LF	79.00		\$ -
430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, SD, 24"	LF	47.00		\$ -
520-1-10	TYPE F CURB AND GUTTER, MODIFIED TO 18 INCHES	LF	40.00		\$ -
522-2	CONCRETE DRIVEWAYS, 6 INCH	SY	80.00		\$ -
524-1-4	CONCRETE DITCH PAVEMENT, 6 INCH	SY	32.00		\$ -
530-3-4	RUBBLE RIP RAP (DITCH LINING)	TN	85.00		\$ -
334-1-13	SUPERPAVE ASPHALT CONCRETE, SP 9.5 (1.5 INCHES)	TN	32.00		\$ -
334-1-13	SUPERPAVE ASPHALT CONCRETE, SP 12.5 (2.0 INCHES)	TN	22.00		\$ -
285-7-04	OPTIONAL BASE, BASE GROUP 04	SY	168.00		\$ -
160-4	TYPE B STABILIZATION	SY	178.00		\$ -
327-70-6	MILLING (1.5 INCHES)	SY	230.00		\$ -
570-1-2	PERFORMANCE TURF, SOD	SY	4100.00		\$ -
571-1-13	PLASTIC EROSION MAT, TYPE 3	SY	1061.00		\$ -
570-1-3	PERFORMANCE TURF, HYDRO SEEDING	SY	1061.00		\$ -
580-5-122	LANDSCAPE- TREES, 8-10' OVERALL HEIGHT	EA	2.00		\$ -
580-5-123	LANDSCAPE- TREES, 11-14' OVERALL HEIGHT	EA	6.00		\$ -
580-5-124	LANDSCAPE- TREES, 15-18' OVERALL HEIGHT	EA	6.00		\$ -
580-6-101	LANDSCAPE- LARGE SHRUB, 7-14 GALLON CONTAINER	EA	16.00		\$ -
590-70	IRRIGATION SYSTEM	LS	1.00		\$ -
121-70	FLOWABLE FILL (EXCAVATABLE)	CY	2.00		\$ -
710-11-111	PAINTED PAVEMENT MARKINGS (WHITE STOP BAR, SOLID 24")	LF	16.00		\$ -
711-11	THERMOPLASTIC PAVEMENT MARKINGS (WHITE STOP BAR, SOLID 24")	LF	16.00		\$ -
	AS-BUILT SURVEY	LS	1.00		\$ -
1051-51-208	UTILITY PIPE - DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 8" RESTRAINED	LF	75.00		\$ -
				TOTAL	\$ -

*Installation cost including all work associated with the box culvert such as bedding, unloading pre-cast box culvert from the delivery truck, filling the cover material, and so on as specified in the construction plans and in the contract documents.

STRUCTURAL GENERAL NOTES

1. GENERAL NOTES

- THE GOVERNING CODE FOR THIS PROJECT IS THE FLORIDA BUILDING CODE, 6TH EDITION (2017). THIS CODE PRESCRIBES WHICH EDITION OF EACH REFERENCE STANDARD APPLIES TO THIS PROJECT. UNLESS OTHERWISE NOTED, ALL WORK AND MATERIALS SHALL CONFORM WITH THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
- THE CONTRACTOR SHALL COORDINATE ALL CONTRACT DOCUMENTS WITH FIELD CONDITIONS, DIMENSIONS, AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. DO NOT SCALE DRAWINGS. USE ONLY PRINTED DIMENSIONS. REPORT ANY DISCREPANCIES OR FIELD CONDITIONS UNEXPECTED IN CONTACT WITH THE DRAWINGS IN WRITING TO THE ARCHITECT AND/OR ENGINEER PRIOR TO PROCEEDING WITH WORK. DO NOT CHANGE SIZE OR LOCATION OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE ARCHITECT OR ENGINEER OF RECORD.
- THE STRUCTURE SHOWN ON THESE DRAWINGS IS SELF-SUPPORTING ONLY IN ITS COMPLETED FORM. THE DESIGN, ADEQUACY, SAFETY AND STABILITY OR ERECTION BRACING, FORMWORK, SHORING, AND TEMPORARY SUPPORTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- DETAILS LABELED AS "TYPICAL" APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY REFERENCED, WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION.
- THE CONTRACTOR SHALL PROTECT ADJACENT PROPERTY, HIS OWN WORK, AND THE GENERAL PUBLIC FROM HARM. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, AND JOBSITE SAFETY INCLUDING ALL OSHA REQUIREMENTS. THE STRUCTURAL ENGINEER OF RECORD HAS NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION PERSONNEL RELATED TO THEIR WORK OR ANY HEALTH OR SAFETY PRECAUTIONS.

2. ASSUMED SOIL PROPERTIES & SUPERIMPOSED LOADS

MOIST UNIT WEIGHT	= 125 PCF
ANGLE OF INTERNAL FRICTION	= 30 DEGREES
ACTIVE PRESSURE COEF.	= 0.33
PASSIVE PRESSURE COEF.	= 3.00
COEFFICIENT OF FRICTION	= 0.35
UNWEAWEDED COHESION	= 0 PSF
SURCHARGE	= 100 PSF

3. WIND LOADING

- DESIGN CRITERIA PER ASCE 7-10 FOR INFORMATIONAL PURPOSES ONLY:

WIND SPEED (ULT/ASD)	= 120 MPH / 93 MPH
RISK CATEGORY	= II
WIND EXPOSURE CATEGORY	= B
ENCLOSURE CLASSIFICATION	= N/A

4. EARTHWORK FOR STRUCTURES

- ALL FOOTINGS SHALL BEAR ON COMPACTED FILL OR NATURAL SOIL PREPARED WITH AN ASSUMED ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF.
- ALL SOIL BELOW FOOTINGS SHALL BE COMPACTED TO A DEPTH OF 12 INCHES AT OPTIMUM MOISTURE CONTENT TO 95% OF THE MODIFIED PROCTOR, ASTM D1557. FILL SHALL BE PLACED AND COMPACTED IN LIFTS NO GREATER THAN 12 INCHES.
- THE CONTRACTOR IS RESPONSIBLE FOR SUBGRADE DE-WATERING TO ACHIEVE THE OPTIMUM MOISTURE CONTENT NECESSARY FOR ADEQUATE SOIL COMPACTION.
- SUB-GRADE PREPARATION SHALL BE FIELD CONTROLLED AND TESTED BY A LICENSED GEOTECHNICAL ENGINEER IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. AT COMPLETION, THAT ENGINEER SHALL PREPARE AND SUBMIT TO THE OWNER, ARCHITECT, CONTRACTOR, AND STRUCTURAL ENGINEER A SIGNED AND SEALED LETTER INDICATING THAT THE RECOMMENDATIONS OF A GEOTECHNICAL REPORT HAVE BEEN FOLLOWED.

5. FORMWORK

- DESIGN, ERECTION AND REMOVAL OF FORMWORK, SHORING AND RESHORING IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- CONSTRUCTION, ERECTION, AND REMOVAL OF FORMWORK SHALL BE IN ACCORDANCE WITH ACI 301 AND 347.

6. CONCRETE

- ALL CONCRETE CONSTRUCTION SHALL COMPLY WITH ACI 301 AND 318 AND OSHA STANDARDS.
- PROVIDE STRUCTURAL CONCRETE WITH A MINIMUM ULTIMATE COMPRESSIVE DESIGN STRENGTH IN 28 DAYS OF:

FOOTINGS	5,500 PSI	MIN	FOOT CLASS IV
END WALLS	5,500 PSI	MIN	FOOT CLASS IV
- ALL CONCRETE SHALL BE NORMAL WEIGHT (NW), U.O.N.
- CONTRACTOR SHALL MAKE SETS OF FOUR ACCEPTANCE CYLINDERS FOR STRENGTH TESTING FOR EACH 50 CUBIC YARDS OF CONCRETE PLACED. CYLINDERS SHALL BE MADE IN ACCORDANCE WITH ASTM C31 AND C172. TESTING SHALL BE PERFORMED BY AN ACI CERTIFIED TESTING LABORATORY AND SHALL BE PAID FOR BY THE CONTRACTOR. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT AND/OR STRUCTURAL ENGINEER OF ANY TEST NOT MEETING THE REQUIREMENTS OF THE SPECIFIED TESTS. COPIES OF REPORTS DOCUMENTING THE TEST RESULTS SHALL BE MAINTAINED BY THE CONTRACTOR AND MADE AVAILABLE UPON REQUEST.
- PROVIDE ASTM A-615 GRADE 60 REINFORCING STEEL. REINFORCING SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE, WITH APPROPRIATE BAR SUPPORTS AND SPACERS. LAP CONTINUOUS REINFORCING AS SHOWN IN THE PROVIDED REBAR LAP SPlice LENGTHS TABLE.
- PROVIDE COVER OVER REINFORCING STEEL AS FOLLOWS:

CAST AGAINST & EXPOSED TO EARTH/WEATHER	3"
EXPOSED TO EARTH/WEATHER	
#6 THROUGH #18 REBAR	2"
#5 REBAR, #31/33 WIRE OR SMALLER	1-1/2"
NOT EXPOSED TO EARTH/WEATHER	
SLABS, WALLS, JOISTS	
#14 AND #18 REBAR	1-1/2"
#11 REBAR AND SMALLER	3/4"
BEAMS AND COLUMNS	
REINFT, TIES, STRUTS, SPIRALS	1-1/2"
- CURE ALL CONCRETE SURFACES FOR A PERIOD OF SEVEN DAYS UNTIL AVERAGE COMPRESSIVE STRENGTH HAS REACHED 70% OF THE SPECIFIED 28 DAY STRENGTH. CURING SHALL BE BY FLOODING, MOST CURING WITH SAND OR ABSORPTIVE MATS KEPT CONTINUOUSLY WET, CONTINUOUS APPLICATION OF STEAM (NOT EXCEEDING 105°F) OR MIST SPRAY, WATERPROOF CURING PAPER, OR LIQUID MEMBRANE FORMING CURING COMPOUND. SELECTION OF CURING METHOD SHALL BE COMPATIBLE WITH THE FINISH TO BE APPLIED TO THE CONCRETE SURFACE.
- PROVIDE REINFORCING STEEL PLACER WITH A SET OF STRUCTURAL DRAWINGS FOR FIELD REFERENCE. INSPECT REINFORCING STEEL PLACING FROM STRUCTURAL DRAWINGS.

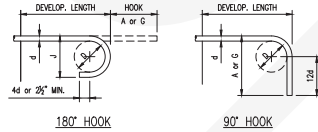
7. CHEMICAL ADHESIVES FOR ANCHOR BOLTS AND RODS

- USE AN EPOXY, ACRYLIC OR POLYESTER RESIN ADHESIVE SYSTEM SUCH AS THE POWERS RAIL POWER-FAST SYSTEM, HILTI HIT HYDRO, DOW DANWELD/HEAD EPOCH 97 OR OR INJECTION SYSTEM, ALLED PARTNER ALLED GOLD A-1000, OR ACCEPTED EQUIVALENT. FOLLOW MANUFACTURER'S SPECIFICATIONS FOR USE AND INSTALLATION.
- CONFIRM THE ABSENCE OF REINFORCING STEEL BY DRILLING A 1/8" INCH DIAMETER PILOT HOLE FOR EACH ANCHOR. DO NOT CUT REINFORCING STEEL WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER.
- DRILL 1/8" INCH LARGER DIAMETER HOLE THAN ANCHOR BOLT AND 1/8" INCH LARGER HOLE THAN REINFORCING BAR. THOROUGHLY CLEAN HOLE INCLUDING REMOVAL OF DUST PRIOR TO FILLING WITH EPOXY.
- PROVIDE ANCHOR EMBEDMENT, SPACING AND EDGE DISTANCE AS SHOWN ON THE DRAWINGS.
- THREADED RODS ARE A36 GALVANIZED STEEL, U.O.N.

BAR SIZE	REBAR LAP SPlice LENGTHS		F _y = 3,000 PSI		F _y = 4,000 PSI		F _y = 5,000 PSI	
	CLASS A	CLASS B	CLASS A	CLASS B	CLASS A	CLASS B	CLASS A	CLASS B
#3	16"	21"	14"	18"	13"	17"		
#4	22"	28"	19"	25"	17"	22"		
#5	27"	36"	24"	31"	21"	28"		
#6	33"	43"	28"	37"	25"	33"		
#7	48"	62"	42"	54"	37"	48"		
#8	55"	71"	47"	62"	42"	55"		
#9	62"	80"	54"	70"	48"	62"		
#10	70"	90"	60"	78"	54"	70"		
#11	77"	100"	67"	87"	60"	78"		

REBAR LAP SPlice NOTES:

- CLASS B SPlices SHALL BE PROVIDED FOR ALL COLUMN REINFORCING STEEL.
- CLASS A SPlices ARE ALLOWED FOR CONTINUOUS REINFORCING STEEL IF NO MORE THAN 50% OF THE STEEL IS LAPPED AT THE SAME LOCATION.



BAR SIZE	PIN DIA.	STD. HOOK DIMENSIONS		DEVELOP. LENGTHS		CONC. COMPRESSIVE STRENGTH		
		D	A or G	J	A or G	3,000 PSI	4,000 PSI	5,000 PSI
#3	3/8"	0'-0"	0'-3"	0'-4"	0'-4"	6"	6"	6"
#4	1/2"	0'-0"	0'-4"	0'-6"	0'-6"	8"	8"	8"
#5	5/8"	0'-0"	0'-5"	0'-7"	0'-7"	10"	10"	10"
#6	3/4"	0'-0"	0'-6"	0'-8"	0'-8"	12"	12"	12"
#7	7/8"	0'-0"	0'-7"	0'-9"	0'-9"	14"	14"	14"
#8	1"	0'-0"	0'-8"	0'-10"	0'-10"	16"	16"	16"
#9	1-1/8"	0'-0"	0'-9"	0'-11"	0'-11"	18"	18"	18"
#10	1-1/4"	0'-0"	0'-10"	0'-12"	0'-12"	20"	20"	20"
#11	1-3/8"	0'-0"	0'-11"	0'-13"	0'-13"	22"	22"	22"

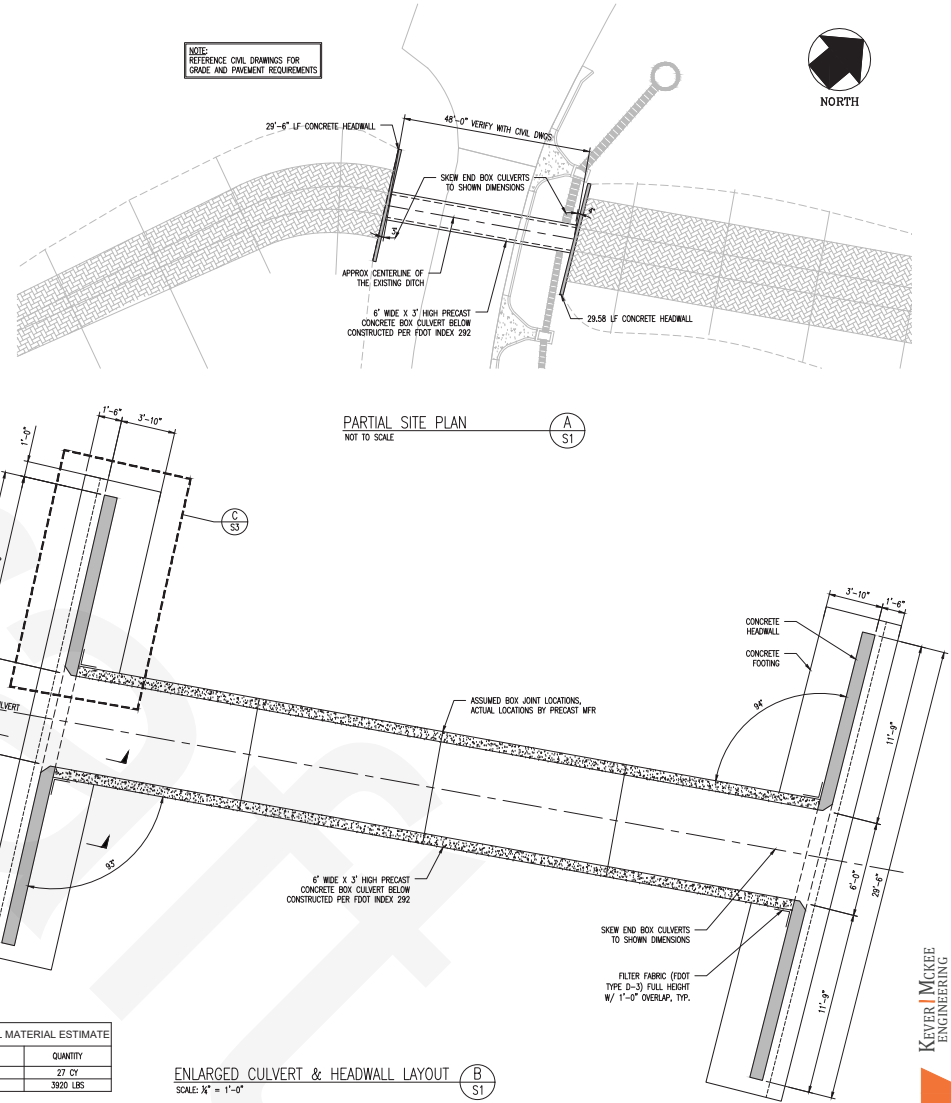
REBAR STANDARD HOOK NOTES:

- D = FINISHED BEND DIAMETERS.
- REFER TO ACI 315 FOR ALTERNATE BEND PATTERN DIMENSIONS AND REQUIREMENTS.
- ASTM A767 REQUIRES THAT BARS BENT COLD PRIOR TO HOT DIP GALVANIZING MUST BE FABRICATED TO MINIMUM BEND DIAMETER EQUAL TO 7 INCHES FOR #7 BAR AND 8 INCHES FOR #8 BAR.

TOTAL WALL MATERIAL ESTIMATE	
MATERIAL	QUANTITY
CONCRETE	27 CY
REBAR	3920 LBS

ENLARGED CULVERT & HEADWALL LAYOUT
SCALE: 1" = 1'-0"

NOTE:
REFERENCE CIVIL DRAWINGS FOR
GRADE AND PAVEMENT REQUIREMENTS



DESIGNED BY	S.K.S.
DRAWN BY	S.K.S.
CHECKED BY	P.M.M.
SCALE	AS NOTED
DATE	
DESCRIPTION	
REVISIONS	

GENESIS
GROUP
GGL, LLC dba GENESIS GROUP
2507 CALLAWAY ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303
(850) 224-4400 (850) 681-3600 FAX
www.GenesisGroup.com



LEON COUNTY
PUBLIC WORKS

PROJECT NAME
LINENE WOODS
DRAINAGE IMPROVEMENTS

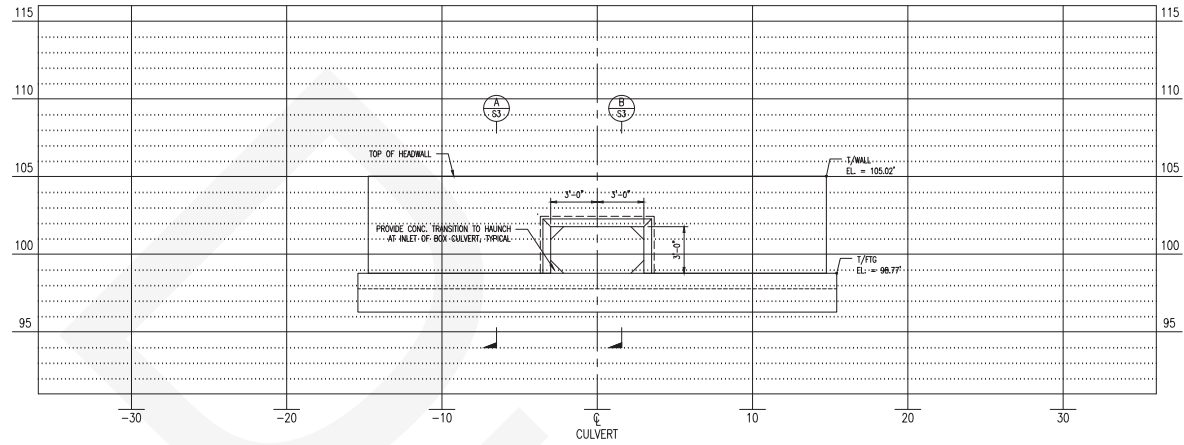
SHEET TITLE
GENERAL NOTES &
ENLARGED SITE PLAN

Patrick M. McKee, P.E.
License Number 03122
PROJECT NO.
DATE
05/08/2020
SHEET NAME
8700
120

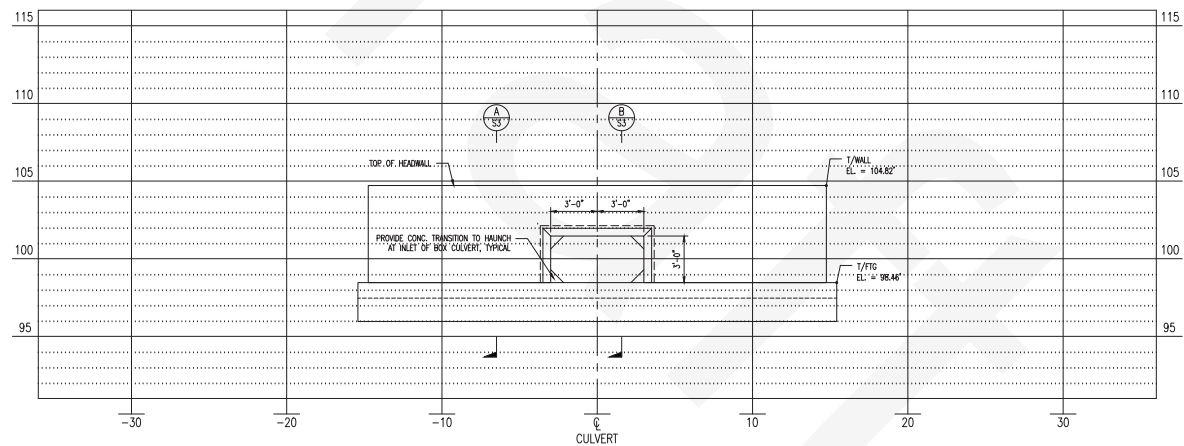
KEVER ENGINEERING
1111 N. 7th Ave., Suite 100
Tallahassee, FL 32302
Phone: 904.277.2320
Fax: 904.277.2321
www.kever-engineering.com



Attachment #1
120

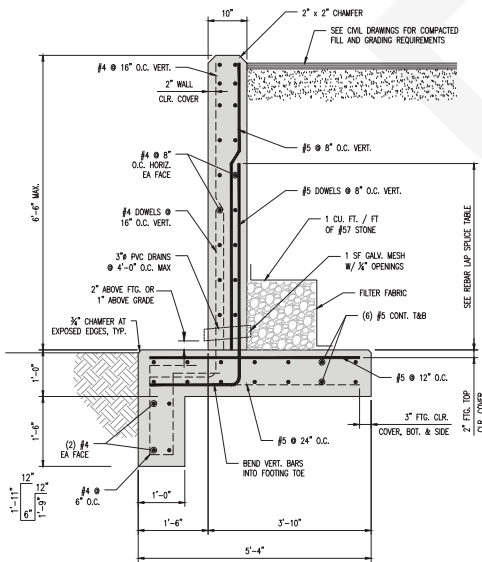


UPSTREAM HEADWALL PROFILE (A)
SCALE: 1/4" = 1'-0"

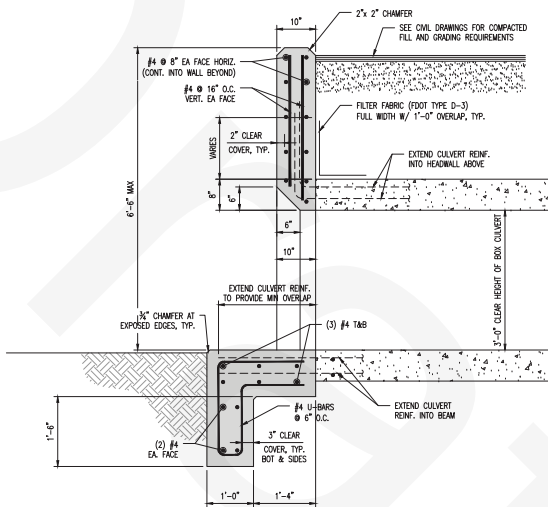


DOWNSTREAM HEADWALL PROFILE (B)
SCALE: 1/4" = 1'-0"

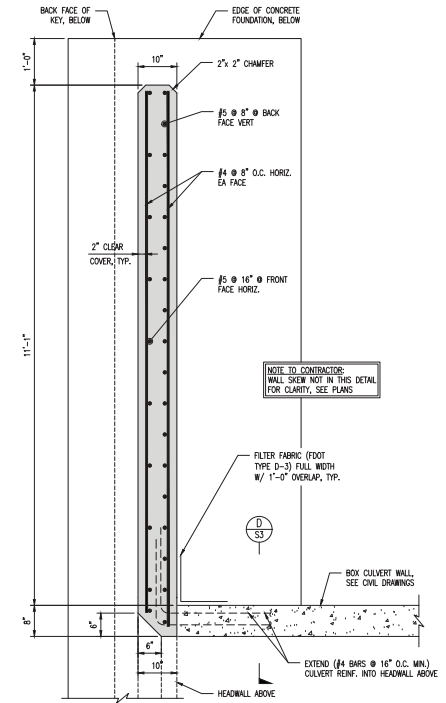
				DESIGNED BY: S.K.S.	 GENESIS GROUP GGI, LLC dba GENESIS GROUP 2507 CALLAWAY ROAD, SUITE 100 TALLAHASSEE, FLORIDA 32303 (850) 224-4400 (850) 681-3600 FAX www.GenesisGroup.com	FL CA 00009660 FL LP 00068116 FL LC 26000202	 LEON COUNTY PUBLIC WORKS	PREPARED FOR	LEON COUNTY PUBLIC WORKS	PROJECT NAME	LINENE WOODS DRAINAGE IMPROVEMENTS	SHEET TITLE	HEADWALL PROFILES	SEAL	 Patrick M. McKee, P.E. License Number 03122	PROJECT NUMBER	Attachment #1 Page 715 of 816 120					
				CHECKED BY: S.K.S.																		
				DRAWN BY: P.M.M.																		
NO.	DATE	DESCRIPTION	REVISIONS	SCALE: AS NOTED																		



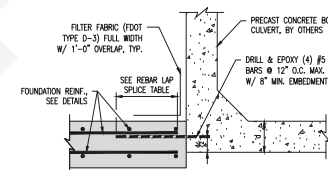
HEADWALL SECTION
SCALE: 3/4\"/>



HEADWALL SECTION @ OPENING
SCALE: 3/4\"/>



HEADWALL PLAN DETAIL
SCALE: 3/4\"/>



CULVERT/FOOTING INTERFACE DETAIL
SCALE: 3/4\"/>

				DESIGNED BY: S.K.S.	 GENESIS GROUP CONSTRUCTION TO REALITY	FL CA 00009660 FL LB 00068116 FL LC 26000202	 LEON COUNTY FLORIDA	PREPARED FOR: LEON COUNTY PUBLIC WORKS	PROJECT NAME: LINENE WOODS DRAINAGE IMPROVEMENTS	SHEET TITLE: HEADWALL DETAILS	SEAL  Patrick M. McKee 2019-05-06 3:13:17 05 License Number 03122	PROJECT NO.: 1908090120	Attachment #1 120
				DRAWN BY: S.K.S.		GGI, LLC dba GENESIS GROUP 2507 CALLAWAY ROAD, SUITE 100 TALLAHASSEE, FLORIDA 32303 www.GenesisGroup.com		(850) 224-4400 (850) 681-3600 FAX				DATE: 05/06/2019	
				CHECKED BY: P.M.M.								SHEET NAME: 3	
				SCALE: AS NOTED									
NO.	DATE	DESCRIPTION	REVISIONS										



UTILITY WORK SCHEDULE FOR LEON COUNTY CAPITAL IMPROVEMENT PROJECT

Project Name: Linene WOOD Drainage improvements

Utility Owner: CITY OF TALLAHASSEE GAS DATE: 6/13/18

Description and location of the proposed facility to be constructed and operated or of the existing facility to be maintained: John Hancock Dr. S/O Hawkbill Ct.

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Leon County, the Leon County's Contractor, and other right-of-way user, the location, relocation, adjustment, installation, and /or protection of their facilities, on this Leon County project. The following data is based on Leon County preliminary construction plans dated _____. Any deviation by Leon County or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by Leon County of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the County in writing prior to starting, stopping, resuming, or completing work.

1. The UAO representative declares that prior to filing this application, the locations of existing utilities have been determined by contacting all existing utility providers. A letter of notification was mailed on 6/13/18 to the following utility providers: _____
2. Any rights granted by this permit are for permissive use only and the placement or maintenance of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
3. All work shall meet the applicable standards as stated in the Policies, Specifications and Procedures for the Construction and Placement of Utilities in Leon County, Florida; hereinafter referred to as the County Policies.
4. The construction and maintenance of such utility shall not interfere with the rights of other licensed utility providers utilizing the County road and right-of-way.
5. It is understood and agreed that the rights and privileges granted herein are granted only to the extent of the County's right, title, and interest in the land to be entered upon and used by the holder; and the holder will, at all times, assume all risk of loss and indemnity, defend, and hold harmless the County of Leon from and against all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercise by said holder.
6. The Leon County Division of Engineering Services shall be notified at least 48 hours prior to the start of any construction associated with the proposed work.
7. Non-Compliance with the conditions set forth by this permit or County Policies may lead to the revocation of the permit in accordance with Section 8.3.0. of County Policies.
8. The plans and drawings shall be in accordance with County Policies.

The Utility Owner's Field Representative: Kieth Ash

Telephone Number: 850-694-8411 Fax Number: _____

SUBMITTED BY: Jim Abbott (APPLICANT)

2602 Jackson Bluff Rd. (ADDRESS)

Tall. Fla. 32304 (CITY, STATE, ZIP)

850 891 5135 (PHONE)

Eng. Designer (TITLE)

[Signature] (SIGNATURE)

LEON COUNTY PUBLIC WORKS DEPARTMENT USE ONLY

APPROVED BY: _____ APPLICATION NUMBER: _____

UTILITY TYPE: _____

[illegible]

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

**Jimbo Jackson, Chairman
Leon County Government**

RECEIVED
2019 AUG -8 PM 1:40
PURCHASING DIVISION
LEON COUNTY

named firm/individual by the undersigned authorized representative.

Pyramid Excavation

(Firm Name)

(Authorized Representative)

Tim Loughmiller President

(Printed or Typed Name)

8440 FLA/GA HIGHWAY,

HAVANA, FL 32333

pyramidexcavation@bellsouth.net

850 539-8100

850 539-4703

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 7/30/19 Initials TL

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

LINENE WOODS TRIBUTARY AT JOHN HANCOCK DRIVE

Attachment C

BID FORM - REVISED MAY 10, 2019

PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1.00	\$21,500.00	\$ 21,500.00
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$31,000.00	\$ 31,000.00
104-10	SEDIMENT BARRIER	LF	40.00	\$12.00	\$ 480.00
	ROCK CHECK STRUCTURE	EA	6.00	\$1,650.00	\$ 9,900.00
104-15	SOIL TRACKING PREVENTION DEVICE	EA	2.00	\$2,500.00	\$ 5,000.00
	TREE PROTECTION BARRICADE	LF	300.00	\$3.00	\$ 900.00
110-1-1	CLEARING AND GRUBBING (INCL. TREE AND PIPE REMOVAL)	AC	1.30	\$30,800.00	\$ 40,040.00
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162-1-11	PREPARED SOIL LAYER, 6 INCH	SY	5161.00	\$0.90	\$ 4,644.90
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425-2-71	MANHOLE	EA	1.00	\$5,500.00	\$ 5,500.00
430-200-25	FLARED SECTION, OPTIONAL ROUND, 18" CD	EA	2.00	\$1,750.00	\$ 3,500.00
430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, SD, 18"	LF	79.00	\$70.00	\$ 5,530.00
430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, SD, 24"	LF	47.00	\$85.00	\$ 3,995.00
520-1-10	TYPE F CURB AND GUTTER, MODIFIED TO 18 INCHES	LF	40.00	\$28.00	\$ 1,120.00
522-2	CONCRETE DRIVEWAYS, 6 INCH	SY	80.00	\$80.00	\$ 6,400.00
524-1-4	CONCRETE DITCH PAVEMENT, 6 INCH	SY	32.00	\$90.00	\$ 2,880.00
530-3-4	RUBBLE RIP RAP (DITCH LINING)	TN	85.00	\$225.00	\$ 19,125.00
334-1-13	SUPERPAVE ASPHALT CONCRETE, SP 9.5 (1.5 INCHES)	TN	32.00	\$275.00	\$ 8,800.00
334-1-13	SUPERPAVE ASPHALT CONCRETE, SP 12.5 (2.0 INCHES)	TN	22.00	\$200.00	\$ 4,400.00
285-7-04	OPTIONAL BASE, BASE GROUP 04	SY	168.00	\$12.50	\$ 2,100.00
160-4	TYPE B STABILIZATION	SY	178.00	\$9.00	\$ 1,602.00
327-70-6	MILLING (1.5 INCHES)	SY	230.00	\$15.00	\$ 3,450.00
570-1-2	PERFORMANCE TURF, SOD	SY	4100.00	\$3.00	\$ 12,300.00
571-1-13	PLASTIC EROSION MAT, TYPE 3	SY	1061.00	\$13.00	\$ 13,793.00
570-1-3	PERFORMANCE TURF, HYDRO SEEDING	SY	1061.00	\$3.00	\$ 3,183.00
580-5-122	LANDSCAPE- TREES, 8-10' OVERALL HEIGHT	EA	2.00	\$830.00	\$ 1,660.00
580-5-123	LANDSCAPE- TREES, 11-14' OVERALL HEIGHT	EA	6.00	\$1,075.00	\$ 6,450.00
580-5-124	LANDSCAPE- TREES, 15-18' OVERALL HEIGHT	EA	6.00	\$900.00	\$ 5,400.00
580-6-101	LANDSCAPE- LARGE SHRUB, 7-14 GALLON CONTAINER	EA	16.00	\$80.00	\$ 1,280.00
590-70	IRRIGATION SYSTEM	LS	1.00	\$7,900.00	\$ 7,900.00
121-70	FLOWABLE FILL (EXCAVATABLE)	CY	2.00	\$ 650.00	\$ 1,300.00
710-11-111	PAINTED PAVEMENT MARKINGS (WHITE STOP BAR, SOLID 24")	LF	16.00	\$9.00	\$ 144.00
711-11	THERMOPLASTIC PAVEMENT MARKINGS (WHITE STOP BAR, SOLID 24")	LF	16.00	\$14.00	\$ 224.00
	AS-BUILT SURVEY	LS	1.00	\$3,500.10	\$ 3,500.10
1051-51-208	UTILITY PIPE - DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 8" RESTRAINED	LF	75.00	\$130.00	\$ 9,750.00
				TOTAL	\$ 386,975.00

*Installation cost including all work associated with the box culvert such as bedding, unloading pre-cast box culvert from the delivery truck, filling the cover material, and so on as specified in the construction plans and in the contract documents.

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
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Opening Date: August 8, 2019

**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: Pyramid Excavation

Signature: [Signature] Title: President
Tim Loughmiller

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 8th day of Aug, 2019.

Personally known ✓

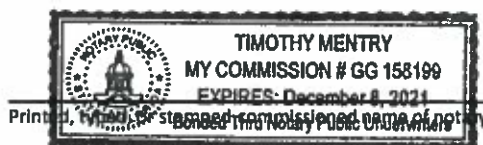
[Signature]
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

(Type of
Identification)

My commission expires: 12-8-21



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.

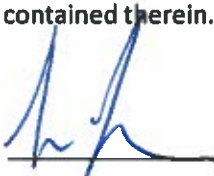
**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
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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: _____

Tim Loughmiller President

Firm: _____

Pyramid Excavation

Address: _____

8440 FLA/GA HIGHWAY,
HAVANA, FL 32333

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

☒ **X**

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.



Bidder's Signature

Tim Loughmiller President

Title

8-8-19
Date

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: Pyramid Excavation	
Street Address: 8440 FLA/GA HIGHWAY	
City, State, Zip: Havana, Florida 32333	
Taxpayer ID Number: 593715775	
Telephone: 850 539-8100	Fax: 850 539-4703
Trade Style Name: Underground Utility Contractor	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation	<input type="checkbox"/>	

State of Incorporation: Florida **Date Established:** March 2001

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
Tim Loughmiller	President	850-539-8100	pyramidexcavation@bellsouth.net

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
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FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: James Hawkins	
License Type: Underground Utility Contractor	
License Number: CUC1224488	Expiration Date: 8/31/2020
Qualified Business License (certificate of authority) number:	
Alternate Licensee: Fred C Loughmiller	
License Type: Certified General Contractor	
License Number: CGC1515040	Expiration Date: 08/31/2020

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	United States Fire Insurance Company
Contact's Name	Agent James Congelio JR
Telephone	1-813-361-3838
Fax	1-813-464-8182
Address	1715 North Westshore Blvd Suite 920 Tampa, Florida 33607

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
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Present Amount of Bonding Coverage (\$): 7,500,000.00	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)
---	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 8th DAY OF August, 2019

By: [Signature] Title: President

Printed Name and Title: Tim Loughmiller President

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Bidder: Pyramid Excavation

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your bid being determined as non-responsive. Please

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
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check the appropriate boxes that apply to your good faith activities:

- a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

- 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.

- PARTICIPATION PLAN FORM** continued on following pages.

#

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID

Bid Number: BC-08-08-19-40

Opening Date: August 8, 2019

#

SECTION 3 – BIDDER'S PROPOSED MWBE PARTICIPATION

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a. Manhattan Trucking	Gadsden	850-294-3996	B	\$8190.00	Trucking/Hauling
b. Delacy Farms Sod	Gadsden	850-539-5008	F	\$10,200.00	SODDING
c. PERSICA	LEON	850-422-0002	F	\$33,389.00	Landscape, Irrigation matting
d. GAINES AND SON	LEON	850-893-4084	B	\$59,990.00	MOT/Roadway Repair/Striping
e.					
f.					
Total Bid Amount \$ 386,975.00					
Total MWBE Participation \$ 109769.00					
MBE Participation %17.1%					
WBE Participation %1.2%					
(MBE or WBE					
Participation \$ 109769.00					
Total Bid \$) \$386975.00					
¹ Certification Attach and submit a copy of each MBE and WBE certification with the bid.					
² Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

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SECTION 4 - NON-MWBE SUBCONTRACTORS

Bidder shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. NONE				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Certified Directory
As of 8/9/2019 10:16:59 AM
Results filtered by search parameters

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Building Address	City	State	Zip	Phone	Fax	Email	Website	Agency	Certification Type	Renewal	Capability
Petia Landscaping Co. Inc.		Ashie	Larropour	1703 Baum Road	Tallahassee	FL	32317	1703 Baum Road	Tallahassee	FL	32317	(850) 422-0000	(850) 422-1499	phoe@petia.com	http://www.petia.com	FL County	WBE	3/31/2020	Landscaping and Tree Trimming Installation.

Generated from the B2Xview System.

Certified Directory
As of 8/8/2019 10:18:21 AM
Results filtered by search parameters

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email	Website	Agency	Certification Type	Renewal	Capability
Manhattan Trucking, LLC		Michael	Hatten	135 Fortlie Court	Quincy	FL	32351	135 Fortlie Court	Quincy	FL	32351	850-294-3995	850-627-7079	manhattantrucking@gmail.com		FL County	MBE	3/19/2020	Trucking and Hauling

Generated from the B2Gnow System.

Certified Directory
As of 8/8/2019 10:19:25 AM
Results filtered by search parameters

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email	Website	Agency	Certification Type	Renewal	Capability
DeLacy Farm Sod, Inc.		Lynda	Pickles	458 Peavy Rd.	Havana	FL	32333	458 Peavy Rd.	Havana	FL	32333	850-539-5008	850-539-0127	delacyfarmsod@yahoo.com		TLCounty	WBE	1/31/2021	Sod and Landscaping:

Generated from the B2Gnow System.

Certified Directory
As of 8/24/2019 10:26 AM
Results filtered by search parameters

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email	Website	Agency	Certification Type	Renewal	Capability
Games and Sons Signage, Inc.		Wible L.	Games	8771 Jimerice Court	Tallahassee	FL	32309	8771 Jimerice Court	Tallahassee	FL	32309	850-893-4084	850-668-7798	gamesandsons@hotmail.com		TLCountry	MSR	8/31/2020	Traffic Control, Painting, Thermoplastic Traffic Marking, Highway Signage, Asphalt Patching, Concrete and Landscaping.
Games and Sons Signage, Inc.		Wible L.	Games	8771 Jimerice Court	Tallahassee	FL	32309	P.O. Box 15251	Tallahassee	FL	32317	850-893-4084	850-668-7798	gamesandsons@hotmail.com		TLCountry	S&E	12/21/2018	Maintenance of Traffic, Painting Traffic Striping, Thermoplastic Traffic Striping, Traffic Marking, Highway Signage.

Generated from the B2Grow System.

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
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NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,
Pyramid Excavation
(Name of Corporation, Partnership, Individual, etc.)
a Underground Utility Contractor, formed under the laws of FLORIDA
(Type of Business) (State or Province)
of which he/she is President
(Sole Owner, partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

[Signature]
AFFIANT'S NAME

President
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 8th Day of August, 2019.

Personally Known ☒ Or Produced Identification

Type of Identification

[Signature]
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Notary Public)

My Commission Expires



Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
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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: A
Indicate Best Financial Classification: XV

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

Professional Liability: Indicate Best Rating: N/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: XII

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.

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
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Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

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

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

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 Tim Loughmiller
Typed or Printed

Signature 

Date 8.8.19

Title President/Risk Manager
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
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LOCAL VENDOR CERTIFICATION

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

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

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

Business Name: Pyramid Excavation	
Current Local Address: 8440 FLA/GA HIGHWAY, HAVANA, FL 32333	Phone: 850-539-8100 Fax: 850-539-4703
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: Same	Phone: Fax:

[Signature]
 Signature of Authorized Representative

8-8-19
 Date

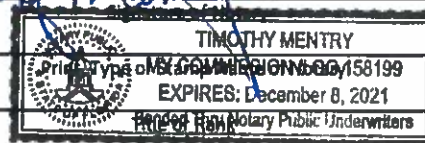
STATE OF **Florida**
 COUNTY OF **Leon**

The foregoing instrument was acknowledged before me this **8th** day of **August**, 20**19**
 By **Tim Loughmiller, President** of **Pyramid Excavation Inc**
(Name of officer or agent, title of officer or agent) (Name of corporation)

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

Return Completed form with
 supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308



Serial Number, if Any

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID
Bid Number: BC-08-08-19-40
Opening Date: August 8, 2019

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Signature

Tim Loughmiller
President

Date

8-8-19

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

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



Signature

Tim Loughmiller President

Title

Pyramid Excavation

Contractor/Firm

8440 FLA/GA HIGHWAY, HAVANA, FL 32333

Address



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

7/3/2019

PYRAMID EXCAVATION, INC
8440 FLA GA HIGHWAY
HAVANA, FLORIDA 32333

REVISED
RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Bedding Stone, Rip Rap, Underground Utilities (Water and Sewer)

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

www.fdot.gov

FLORIDA DEPARTMENT OF TRANSPORTATION

Listing of Prequalified Contractors

Contractor with Name PYRAMID EXCAVATION, INC
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
PYRAMID EXCAVATION, INC F593715775003 EXPIRES: 6/30/2020	8440 FLA GA HIGHWAY HAVANA, FL 32333 (850)539-8100	8440 FLA GA HIGHWAY HAVANA, FL 32333 (850)539-8100
WORK CLASSES		
DRAINAGE	FLEXIBLE PAVING	
GRADING	GRASSING, SEEDING AND SODDING	
SIDEWALK		
* Bedding Stone, Rip Rap, Underground Utilities (Water and Sewer)		

9:35:24 AM 8/8/2019

Licensee Details

Licensee Information

Name: **HAWKINS, JAMES FRANKLIN (Primary Name)**
PYRAMID EXCAVATION INC (DBA Name)

Main Address: **3016 LANNY LANE**
PANAMA CITY Florida 32405

County: **BAY**

License Mailing:

License Location: **8440 FLORIDA GEORGIA HIGHWAY**
HAVANA FL 32333

County: **GADSDEN**

License Information

License Type: **Certified Underground Utility and Excavation Contractor**

Rank: **Cert Under**

License Number: **CUC1224488**

Status: **Current, Active**

Licensure Date: **12/06/2007**

Expires: **08/31/2020**

Special Qualifications **Qualification Effective**

Construction Business **12/06/2007**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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9:35:58 AM 8/8/2019

Licensee Details

Licensee Information

Name: **LOUGHMILLER, FRED C (Primary Name)**
PYRAMID EXCAVATION, INC. (DBA Name)
Main Address: **1142 JEFFERY ROAD**
TALLAHASSEE Florida 32312
County: **LEON**

License Mailing:

LicenseLocation: **8440 FLORIDA GEORGIA HIGHWAY**
HAVANA FL 32333
County: **GADSDEN**

License Information

License Type: **Certified General Contractor**
Rank: **Cert General**
License Number: **CGC1515040**
Status: **Current,Active**
Licensure Date: **03/14/2008**
Expires: **08/31/2020**

Special Qualifications **Qualification Effective**
Construction Business **03/14/2008**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HAWKINS, JAMES FRANKLIN

PYRAMID EXCAVATION INC
8440 FLORIDA-GEORGIA HIGHWAY
HAVANA FL 32333

LICENSE NUMBER: CUC1224488

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

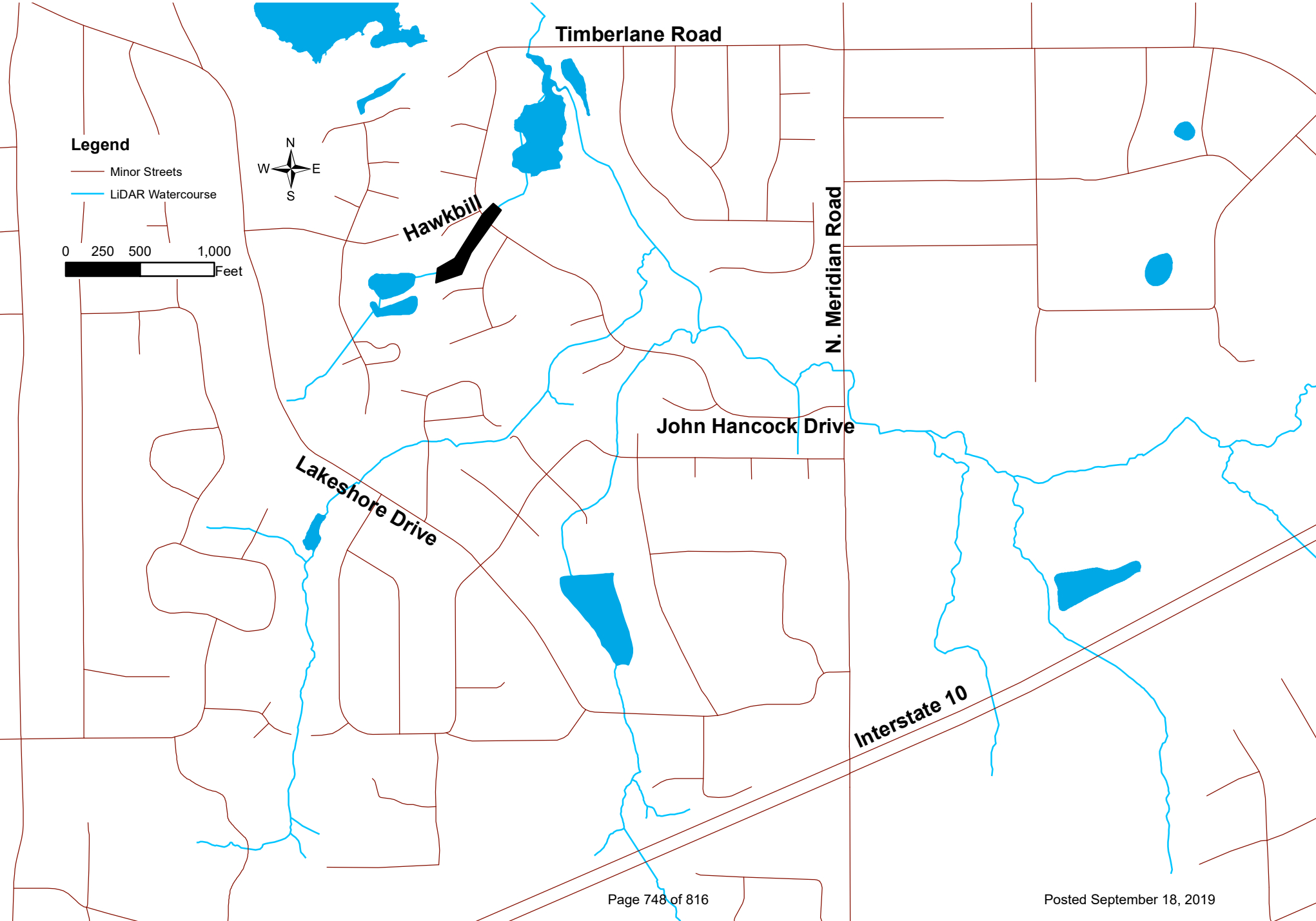
This is your license. It is unlawful for anyone other than the licensee to use this document.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

<input checked="" type="checkbox"/>	Completed Bid Response Sheet with Manual Signature
<input checked="" type="checkbox"/>	Affidavit Immigration Laws
<input checked="" type="checkbox"/>	Equal Opportunity/Affirmative Action Statement
<input checked="" type="checkbox"/>	Minority/Women Business Enterprise Participation Plan/Good Faith Statement
<input checked="" type="checkbox"/>	Identical Tie Bid Statement
<input checked="" type="checkbox"/>	Insurance Certification Form
<input checked="" type="checkbox"/>	Contractor's Business Information Form
<input checked="" type="checkbox"/>	Non-Collusion Affidavit
<input checked="" type="checkbox"/>	Certification/Debarment Form
<input checked="" type="checkbox"/>	Local Vendor Certification
<input checked="" type="checkbox"/>	Applicable Licenses/Registration
<input checked="" type="checkbox"/>	E-Verify Form
<input checked="" type="checkbox"/>	Bid Bond

Linene Woods Drainage Improvements Phase 1 Project



BID TABULATION SHEET

BC-08-08-19-40

Bid Title: Linene Woods Drainage Improvements Phase 1 - REBID

Opening Date: Thursday, August 8, 2019 at 2:00 PM

Item/Vendor	Hale Contracting	Pyramid Excavation		
Response Sheet with Manual Signature	✓	✓		
Affidavit Immigration	✓	✓		
Insurance Certification Form	✓	✓		
Contractor's Business Information/Applicable Licenses/Registrations	✓	✓		
Equal Opportunity and Affirmative Action	✓	✓		
Local Vendor Certification	✓	✓		
Non-Collusion Affidavit	✓	✓		
Certification/Debarment	✓	✓		
Identical Tie Bid	✓	✓		
E-Verify	✓	✓		
Bid Bond	✓	✓		
Addendum	✓	✓		
Total Unit Price	434,458.00	386,975.00		

RECEIVED

2019 AUG -8 PM 2:01

PURCHASING DIVISION
LEON COUNTY

MWBE

Tabulated By:

NBHoolley

Keith Forslund



Inter-Office Memorandum

Date: August 12, 2019

To: Theresa Heiker
Department of Public Works/Engineering

From: Darryl Jones, Deputy Director
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: Linene Woods Drainage Improvements Phase 1 Project - REBID (BC-08-08-19-40)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of two bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Linene Woods Drainage Improvements Phase 1 Project REBID.

The submitted MWBE Participation Plans for each bidder are as follows:

Pyramid Excavation- met the MWBE Aspirational Targets for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Pyramid Excavation** intends to utilize on this project.

Total Bid Amount		\$386,975			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Manhattan Trucking	African American Male	Tallahassee-Leon County OEV	Trucking/Hauling	\$6,190	1.6%
Gaines and Son Striping	African American Male	Tallahassee-Leon County OEV	MOT/Road way Repair Striping	\$59,990	15.5%
Delacy Farms Sod	Non-Minority Female	Tallahassee-Leon County OEV	Sodding	\$10,200	2.6%
Persica	Non-Minority Female	Tallahassee Leon County OEV	Landscape, Irrigation Matting	\$33,389	8.6%
Total MWBE Dollars					\$109,769
Total MWBE Utilization Percentage					28.3%

Hale Contracting, Inc. - met the MWBE Aspirational Targets for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Hale Contracting, Inc.** intends to utilize on this project.

Total Bid Amount	\$434,458				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Florida Developers	African American Male	Tallahassee-Leon County OEV	Site Work & Hauling	\$44,000	10%
Concrete Services Unlimited	African American Male	Tallahassee-Leon County OEV	Concrete	\$30,000	7%
Hale Contracting	Non-Minority Female	Tallahassee-Leon County OEV	Site Work Trucking	\$40,000	9%
Total MWBE Dollars					\$114,000
Total MWBE Utilization Percentage					26%

ITEM #20

The following agenda item for the September 24, 2019 Board Meeting, will be distributed under separate cover:

20. Consideration of a Resolution of Support for the Removal of Racially Restrictive Language in all Residential Recording Instruments
(County Attorney)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #21

Leon County Board of County Commissioners

Agenda Item #21

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Second and Final Public Hearing for Adoption of the FY19/20 Final Millage Rates and Final Budgets

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

Statement of Issue:

In compliance with Florida Statutes, this item recommends conducting the second of two public hearings to adopt the FY19/20 final millage rates and budgets. Maintaining the same millage rate for a eighth consecutive year, and the overall 4.02% increase in the budget, reflects the Board policy direction provided through-out the budget development process and the continuous efforts by staff to identify and implement significant cost avoidances and savings.

Fiscal Impact:

This item has a fiscal impact. If adopted, the Leon County FY19/20 final budget is \$274,202,473; which includes the Emergency Medical Services budget of \$21,008,388.

Staff Recommendation:

- Option #1: Adopt, via Resolution, the final FY19/20 Countywide millage rate of 8.3144 mills (Attachment #1).
- Option #2: Adopt, via Resolution, the final FY19/20 Countywide budget (Attachment #2).
- Option #3: Adopt, via Resolution, the final FY19/20 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
- Option #4: Adopt, via Resolution, the final FY19/20 Emergency Medical Services MSTU budget (Attachment #4).

Report and Discussion

Background:

Pursuant to Sections 129.03 and 200.065, Florida Statutes, the County Property Appraiser certified to the County Budget Officer the taxable value against which taxes may be levied in the entire County and in each district in the County in which taxes are authorized by law to be levied by the Board. The certification of property values provided this year were \$17,625,593,861 an increase of \$1.006 billion or 6.05% more than the previous year. In preparing the tentative budgets, this certified figure was used as the basis for estimating the millage rates required to be levied.

At its July 9, 2019 meeting, the Board ratified the actions of the June 18 Budget Workshop and adopted the 8.3144 Countywide and 0.5000 Emergency Medical Services Municipal Services Taxing Unit (MSTU) millage rates for the purposes of the statutory Truth-in-Millage (TRIM) public notification process. These rates cannot be increased, but only decreased during the public hearing.

On July 25, 2019, the Board advised the County Property Appraiser and the County Tax Collector of its proposed millage rates, its rolled-back rates, and the date, time, and place at which a public hearing would be held to consider the tentative millage rates and the tentative budgets in accordance with Sections 129.03 and 200.065, Florida Statutes. Subsequently, the County Property Appraiser used this information in preparing the notice of proposed property taxes pursuant to Section 200.069, Florida Statutes. These notices were then mailed to all respective property owners in Leon County.

On September 17, 2019, in accordance with Section 200.069, Florida Statutes, the Board held a public hearing on the tentative millage rates and tentative budgets. The Board approved tentative millage rates: 8.3144 Countywide and 0.5000 Emergency Medical Services MSTU. These rates cannot be increased, but only decreased during the final public hearing. On Saturday, September 21, 2019, the County advertised in a newspaper of general circulation in the County, its intent to adopt final millage rates and budgets for FY19/20 (Attachment #5). A copy of the required advertisement will be provided to the Clerk of Courts and Comptroller at the September 24, 2019, Public Hearing.

Analysis:

In accordance with Sections 129.03 and 200.065, Florida Statutes, after discussion and public comment regarding the final millage rates and budgets, the Board is required to adopt its final millage rates prior to adopting its final budgets. The County's tentative aggregate millage rate was set by the Board at its July 9, 2019 meeting and confirmed at the September 17, 2019 public hearing. The rate was set above the rolled-back rate and less than the majority vote maximum millage rate. This allows for the statutory voting threshold of a simple majority vote for adopting the tentative budget.

The proposed FY19/20 County tentative aggregate millage rate of 8.8144 (Countywide – 8.3144 and EMS – 0.5000) was maintained at the same level as the previous year’s aggregate millage rate. The proposed aggregate millage rate of 8.8144 is 1.95% more than the rolled-back rate of 8.6459 (the rate the County can levy to collect the same property tax revenue as the prior year).

Options #1 through #4 need to be voted on separately and in the order presented. Florida Statutes require the Board to address the millage rates before addressing the associated budgets.

Options:

1. Adopt, via Resolution, the final FY19/20 Countywide millage rate of 8.3144 mills (Attachment #1).
2. Adopt, via Resolution, the final FY19/20 Countywide budget (Attachment #2).
3. Adopt, via Resolution, the final FY19/20 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
4. Adopt, via Resolution, the final FY19/20 Emergency Medical Services MSTU budget (Attachment #4).
5. Board direction.

Recommendation:

Options #1, #2, #3, and #4

Attachments:

1. Resolution adopting final FY19/20 Countywide millage rate
2. Resolution adopting final FY19/20 Countywide budget
3. Resolution adopting final FY19/20 Emergency Medical Services MSTU millage rate
4. Resolution adopting final FY19/20 Emergency Medical Services MSTU budget
5. Notice of Tax Increase

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, on September 24, 2019, adopted Fiscal Year 2019/2020 final Countywide millage rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Leon County has been certified by the County Property Appraiser to the Board of County Commissioners of Leon County, Florida as \$17,625,593,861.

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

1. The Fiscal Year 2019/2020 final aggregate millage rate is 8.8144 mills (*County-wide 8.3144 = 3.2939 mills – General Fund; 5.0205 mills – Fine and Forfeiture*) and (*0.5000 – Emergency Medical Services MSTU*), which is above the rolled-back rate of 8.6459 by 1.95%.

2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this the 24th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTEST:

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

BY: _____
Gwendolyn Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, on September 24, 2019, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, set forth the appropriations and revenue estimate for the final Countywide budget for Fiscal Year 2019/2020, attached hereto as Exhibit A, in the amount of \$300,733,161.

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

1. The Fiscal Year 2019/2020 final Countywide budget be adopted by fund as it appears in the attached Exhibit B.

2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this the 24th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____
Gwendolyn Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

EXHIBIT A

Leon County Fiscal Year 2020 Tentative Budget**Summary of All Funds**

		FY 2018 Actual	FY 2019 Adopted	FY 2020 Requested	FY 2020 Budget	FY 2021 Planned	FY 2022 Planned	FY 2023 Planned	FY 2024 Planned
Millage Rates									
General Countywide		8.3144	8.3144	8.3144	8.3144	8.3144	8.3144	8.3144	8.3144
EMS MSTU		0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
General Fund	001	67,097,038	69,568,924	73,529,702	73,390,946	75,104,238	79,197,000	80,888,385	83,899,105
Special Revenue Funds									
Supervisor of Elections	060	4,308,045	4,150,267	5,537,297	5,530,069	4,432,201	4,621,291	4,551,708	5,829,156
Transportation Trust	106	17,950,113	18,279,190	16,865,223	16,817,928	22,004,093	19,614,633	19,703,994	20,170,787
Fine and Forfeiture	110	78,933,356	80,512,014	85,382,483	85,577,353	89,163,429	93,391,285	97,835,499	102,643,818
Probation Services	111	3,023,544	3,279,196	3,477,013	3,464,492	3,576,226	3,679,670	3,787,796	3,901,080
Teen Court	114	113,511	80,465	81,085	80,749	83,508	86,049	90,176	92,639
Drug Abuse Trust	116	82,505	95,195	89,040	89,040	93,227	97,609	102,276	107,033
Judicial Programs	117	144,277	321,486	358,085	357,134	343,707	352,413	352,583	361,980
Building Inspection	120	2,304,475	2,283,372	2,763,612	2,753,841	2,579,677	2,655,539	2,734,184	2,816,843
Dvlprmt Svcs & Environ. Mgmt.	121	3,599,835	4,104,779	4,248,649	4,234,991	4,385,141	4,522,236	4,664,047	4,812,000
Stormwater Utility	123	5,892,408	5,428,870	5,450,439	5,434,302	5,562,520	5,739,345	5,865,843	6,028,320
SHIP Trust	124	1,139,313	167,323	175,000	175,000	-	-	-	-
Grants	125	5,295,592	680,732	842,942	841,544	856,554	872,127	888,283	905,057
Non-Cntywide Gen. Rev.	126	24,878,925	22,064,587	22,386,805	22,386,805	22,859,850	23,281,223	23,666,223	24,050,487
Grants	127	120,100	60,000	60,000	60,000	60,000	60,000	60,000	60,000
9-1-1 Emergency Communications	130	1,186,875	1,280,790	1,265,400	1,265,400	1,303,400	1,342,350	1,383,200	1,424,050
Radio Communication Systems	131	1,654,860	1,513,893	1,646,820	1,646,820	1,691,950	1,738,433	1,648,802	1,698,116
Municipal Services	140	8,397,522	9,207,993	9,650,910	9,650,910	10,061,354	10,298,603	10,659,071	10,971,809
Fire Rescue Services	145	2,725,550	8,154,090	8,458,652	8,458,652	10,138,272	10,218,690	10,299,912	10,381,945
Tourist Development	160	5,331,350	6,582,991	6,353,195	6,450,469	6,572,951	6,701,530	7,007,371	7,091,568
Special Assessment. Paving	162	743,114	126,540	128,440	128,440	109,081	98,747	98,768	91,760
Killearn Lakes Units I and II Sewer	164	224,992	237,500	237,500	237,500	237,500	237,500	237,500	237,500
Bank of America Building	165	1,685,244	1,808,542	2,049,430	2,049,430	1,868,329	1,508,757	1,495,459	1,223,849
Huntington Oaks Plaza	166	195,328	113,357	106,991	106,991	107,350	107,507	108,669	108,836
Subtotal		170,136,864	170,533,172	177,615,011	177,797,860	188,090,320	191,225,537	197,241,364	205,008,633
Debt Service Funds									
Series 2003A & 2003B	211	7,074,446	7,079,017	7,076,873	7,076,873	-	-	-	-
ESCO Lease	221	484,514	-	-	-	-	-	-	-
Series 2014	222	493,139	496,301	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Subtotal		8,052,099	7,575,318	7,569,535	7,569,535	3,268,180	3,270,062	3,271,593	3,269,753
Capital Project Funds									
Capital Improvements	305	10,028,350	11,458,901	9,859,018	9,859,018	9,621,661	11,698,824	10,096,314	10,273,191
Transportation Improvements	306	2,163,064	3,344,845	3,858,708	3,858,708	6,545,273	3,744,935	3,451,595	3,493,255
Sales Tax	308	74,828	-	300,000	300,000	-	-	-	-
Sales Tax - Extension	309	6,635,097	4,695,350	1,206,595	1,206,595	1,600,000	-	-	-
Series 1999 Construction	318	50,308	-	-	-	-	-	-	-
9-1-1 Capital Projects	330	-	80,655	97,375	97,375	98,349	99,332	100,326	101,329
Impact Fee - Countywide Rd.	341	37,972	-	-	-	-	-	-	-
Sales Tax - Extension 2020	351	-	-	3,402,900	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950
Sales Tax - Extension 2020 JPA Agreement	352	-	-	3,586,830	3,586,830	4,809,800	4,837,730	4,866,610	4,896,440
Subtotal		19,017,042	19,579,751	22,311,426	22,311,426	27,349,083	25,147,921	23,376,945	23,724,165
Enterprise Funds									
Solid Waste	401	12,344,658	10,716,603	11,607,934	11,599,286	12,498,197	12,701,653	13,159,412	13,385,878
Subtotal		12,344,658	10,716,603	11,607,934	11,599,286	12,498,197	12,701,653	13,159,412	13,385,878
Internal Service Funds									
Insurance Service	501	4,762,465	3,373,865	3,803,684	3,803,684	3,841,535	3,879,950	3,918,749	3,957,935
Communications Trust	502	752,172	1,253,622	1,357,168	1,357,168	1,370,737	1,384,447	1,398,292	1,412,271
Motor Pool	505	2,824,580	2,729,428	2,906,725	2,903,256	2,932,081	2,961,181	2,990,550	3,020,199
Subtotal		8,339,217	7,356,915	8,067,577	8,064,108	8,144,353	8,225,578	8,307,591	8,390,405
TOTAL		284,986,918	285,330,683	300,701,185	300,733,161	314,454,371	319,767,751	326,245,290	337,677,939
Less Interfund Transfers		51,283,200	42,234,280	47,558,825	47,539,076	52,924,485	53,374,766	51,962,056	54,139,164
NET TOTAL		233,703,718	243,096,403	253,142,360	253,194,085	261,529,886	266,392,985	274,283,234	283,538,775

EXHIBIT B

Leon County Fiscal Year 2020 Tentative Budget**General Fund (001)**

Fund Type: General Fund

The General Fund is the general operating fund of the County established by F.S. 129.02(1). Major revenue sources for the County's General Fund include proceeds from ad valorem and other taxes, charges for services, fees, and other miscellaneous revenues. The General Fund is used to account for financial resources and expenditures of general government (except those required to be accounted for in another fund) such as libraries, management information systems, facilities management, etc.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Ad Valorem - General Fund	311110	49,005,574	52,212,746	58,056,219	55,153,408	60,222,906	61,640,680	63,357,348	66,154,125
Delinquent Taxes	311200	-	280,000	294,737	280,000	280,000	280,000	280,000	280,000
Delinquent Taxes 2004	311204	1	-	-	-	-	-	-	-
Delinquent Taxes 2006	311206	147	-	-	-	-	-	-	-
Delinquent Taxes 2007	311207	-	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	1,135	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	502	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	10,110	-	-	-	-	-	-	-
Delinquent Taxes 2011	311211	6,939	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	7,758	-	-	-	-	-	-	-
Delinquent Taxes 2013	311213	12,655	-	-	-	-	-	-	-
Delinquent Taxes - 2014	311214	30,238	-	-	-	-	-	-	-
Delinquent Taxes-2015	311215	77,625	-	-	-	-	-	-	-
Delinquent Taxes-2016	311216	87,550	-	-	-	-	-	-	-
Tourist Development (4 Cents)	312100	43,565	43,794	47,722	45,336	46,696	48,098	49,541	51,026
Tourist Development (1 Cent)	312110	10,887	14,598	11,931	11,334	11,672	12,016	12,375	12,748
Process Server Fees	329300	9,000	8,550	10,000	9,500	9,500	9,500	9,500	9,500
Irma FEMA Reimbursement	331321	4,029	-	-	-	-	-	-	-
Federal Payments in Lieu of Taxes	333000	267,278	209,950	280,000	266,000	273,980	282,199	290,666	299,386
State Library Aid	334710	175,330	165,990	150,760	143,222	143,222	143,222	143,222	143,222
COT Reimbursement for PSC	337220	1,863,076	912,754	940,137	940,137	968,341	997,391	1,027,313	1,058,133
GIS	337300	1,285,687	1,326,761	1,513,419	1,513,419	1,543,687	1,574,561	1,606,052	1,638,173
CRTPA Reimbursement	337401	731,208	-	-	-	-	-	-	-
Blueprint 2000 Reimbursement	337402	628,480	424,505	201,804	201,804	208,706	215,889	223,367	231,154
HFA Emergency Repairs	337502	12,649	-	-	-	-	-	-	-
Payments In Lieu Of Taxes	339100	45,365	-	-	-	-	-	-	-
\$2.00 IT Added Court Cost FS 28.24 (12)	341160	351,186	326,895	337,300	320,435	314,070	307,800	301,625	295,545
Zoning Fees	341200	14,550	12,350	13,000	12,350	12,350	12,350	12,350	12,350
Hand Foggging Fees	342950	1,025	1,130	1,300	1,235	1,247	1,260	1,272	1,284
Medical Examiner Facility Use Fee	343800	-	47,500	263,158	250,000	252,501	255,026	257,575	260,151
Boaa Variance Requests	343950	50	-	-	-	-	-	-	-
Parking Facilities	344500	142,232	138,700	147,000	139,650	141,340	143,036	143,879	145,577
Library Parking	344510	43,348	35,753	43,100	40,945	41,325	4,180	43,035	44,270
Library Fees	347100	113,725	114,000	98,000	93,100	88,350	84,550	79,800	76,000
Library Printing	347101	7,762	8,550	7,200	6,840	6,935	7,030	7,125	7,220
FS 29.0085 Court Facilities	348930	687,922	773,300	627,000	595,650	605,150	613,700	536,750	632,700
Civil Fee - Circuit Court	349200	154	-	-	-	-	-	-	-
GAL / Circuit-wide Reimbursement	349501	25,628	27,537	38,836	36,894	37,447	38,009	38,579	39,157
Fees	349600	41	-	-	-	-	-	-	-
Interest Income - Investment	361110	211,111	98,065	98,065	98,065	98,065	98,065	98,065	98,065
Pool Interest Allocation	361111	621,387	945,000	999,000	949,050	958,541	968,126	977,807	987,586
Net Incr(decr) In Fmv Of Investment	361300	(143,854)	-	-	-	-	-	-	-
Rents And Royalties	362000	2	4,086	5,000	4,750	4,750	4,750	4,750	4,750
Gain (loss) On Sale Land	364300	5,000	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	185,729	415,150	200,000	190,000	195,700	201,571	207,618	213,846
Refund Of Prior Year Expenses	369300	21,455	-	-	-	-	-	-	-
Lawsuit Settlements	369350	6,496	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	187,302	104,500	223,397	212,227	212,227	212,227	212,227	212,227
Volunteer Certificate Training Fees	369930	1,800	950	1,451	1,378	1,378	1,378	1,378	1,378
Transfer From Fund 106	381106	72,096	97,135	106,340	106,340	108,500	111,755	115,108	118,561
Transfer From Fund 124	381124	42,000	-	-	-	-	-	-	-
Transfer From Fund 126	381126	8,687,767	7,795,529	9,154,601	9,154,601	5,771,366	8,886,630	9,299,803	9,319,301
Transfer From Fund 140	381140	103,122	103,125	116,025	116,025	119,506	123,091	126,784	130,588
Transfer From Fund 145	381145	-	1,965	1,645	1,645	1,694	1,745	1,797	1,851
Transfer From Fund 160	381160	14,500	12,270	-	-	-	-	-	-

Leon County Fiscal Year 2020 Tentative Budget**General Fund (001)**

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfer From Fund 162	381162	145,031	121,040	122,940	122,940	103,581	93,247	93,268	86,260
Transfer From Fund 165	381165	113,829	255,695	283,340	283,340	286,173	289,035	291,925	294,844
Transfer From Fund 401	381401	51,918	82,435	85,210	85,210	86,716	88,267	89,865	91,511
Transfer From Fund 505	381505	25,000	-	-	-	-	-	-	-
Pensacola Care Lease	383001	146,616	146,616	146,616	146,616	146,616	146,616	146,616	146,616
Clerk Excess Fees	386100	135,383	-	-	-	-	-	-	-
Property Appraiser	386600	128,637	-	-	-	-	-	-	-
Tax Collector	386700	663,904	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Supervisor Of Elections	386800	332,114	-	-	-	-	-	-	-
Workers Compensation Insurance	396600	(1,785)	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	2,000,000	1,557,500	1,557,500	1,500,000	1,000,000	500,000	500,000
Total Revenues		67,460,971	69,568,924	76,483,751	73,390,946	75,104,238	79,197,000	80,888,385	83,899,105

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
County Commission	100-511	1,701,293	1,726,166	1,774,073	1,767,755	1,805,031	1,844,004	1,884,778	1,927,442
Commission District 1	101-511	7,774	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission District 2	102-511	3,377	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission District 3	103-511	3,529	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission District 4	104-511	4,572	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission District 5	105-511	9,781	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission At-Large (Group 1)	106-511	5,098	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission At-Large (Group 2)	107-511	10,440	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioners' Account	108-511	22,574	25,075	25,175	25,175	25,185	25,195	25,205	25,215
County Administration	110-512	1,101,889	1,133,103	1,201,209	1,199,472	1,233,554	1,268,817	1,305,309	1,343,079
Volunteer Services	113-513	192,480	207,259	217,158	216,339	222,837	229,609	236,663	244,016
PLACE - Economic Development	114-512	306,574	304,755	77,000	77,000	-	-	-	-
Strategic Initiatives	115-513	720,798	746,007	833,987	831,822	815,546	836,065	857,419	879,639
Community and Media Relations	116-513	621,207	672,832	781,633	779,612	785,001	801,042	817,765	835,206
County Attorney	120-514	2,088,724	2,061,872	2,124,648	2,121,437	2,168,889	2,217,825	2,268,535	2,321,109
Office of Sustainability	127-513	314,316	312,706	323,271	322,550	348,448	334,590	360,987	347,654
Office of Management & Budget	130-513	744,904	800,406	821,019	818,657	839,620	861,436	884,138	907,768
Clerk - Finance Administration	132-586	1,670,645	1,764,742	1,852,423	1,845,539	1,907,996	1,965,236	2,024,193	2,084,919
Procurement	140-513	565,295	503,059	487,778	486,240	501,352	517,060	533,394	550,377
Warehouse	141-513	113,172	114,842	117,973	117,491	121,356	125,385	129,580	133,951
Facilities Management	150-519	7,153,986	7,622,728	7,983,387	7,968,521	8,117,764	8,273,302	8,431,097	8,576,591
Real Estate Management	156-519	269,469	299,410	355,833	355,111	344,841	349,779	354,938	360,327
Human Resources	160-513	1,204,447	1,405,087	1,513,960	1,509,093	1,549,332	1,592,172	1,636,839	1,683,299
Management Information Services	171-513	6,346,059	6,713,267	6,936,256	6,922,449	7,103,234	7,287,685	7,479,136	7,674,253
Article V MIS	171-713	40,521	-	-	-	-	-	-	-
Health Department	190-562	237,345	237,345	237,345	237,345	237,345	237,345	237,345	237,345
Mosquito Control	216-562	629,184	847,506	853,087	851,209	864,217	877,787	891,951	906,737
Lib - Policy, Planning, & Operations	240-571	844,052	891,914	912,338	909,660	927,097	945,307	964,320	984,183
Library Public Services	241-571	4,361,315	4,707,401	4,682,737	4,661,631	4,816,017	4,977,053	5,144,950	5,319,629
Library Collection Services	242-571	1,577,549	1,600,771	1,649,076	1,643,829	1,677,821	1,713,311	1,747,771	1,783,822
Summer Youth Employment	278-551	36,800	40,606	40,666	40,666	40,727	40,727	40,727	40,727
Cooperative Extension	361-537	383,593	433,603	429,723	429,723	442,506	455,672	469,232	471,146
Medical Examiner	370-527	480,998	460,225	540,441	540,441	549,121	557,974	567,004	567,004
Tubercular Care & Child Protection Exams	370-562	53,250	61,000	61,000	61,000	61,000	61,000	61,000	61,000
Baker Act & Marchman Act	370-563	584,976	638,156	638,156	638,156	638,156	638,156	638,156	638,156
Medicaid & Indigent Burials	370-564	2,946,599	3,101,226	3,335,672	3,335,672	3,433,810	3,534,892	3,639,007	3,746,246
CHSP & Emergency Assistance	370-569	1,256,181	1,370,293	1,481,006	1,480,524	1,483,122	1,485,844	1,488,696	1,491,682
Housing Services	371-569	553,403	559,103	582,477	585,596	603,047	621,195	640,076	659,718
Veteran Services	390-553	329,351	358,013	372,659	371,598	377,273	383,217	389,446	395,973
Capital Regional Transportation Planning Agency	402-515	23,093	-	-	-	-	-	-	-
Blueprint 2000	403-515	600,882	636,693	438,309	436,719	451,425	466,726	482,639	499,201
Public Safety Complex Facilities	410-529	1,494,012	1,594,177	1,607,538	1,606,491	1,619,287	1,632,558	1,661,833	1,676,137
Public Safety Complex Technology	411-529	222,187	249,527	269,503	268,924	274,321	279,669	285,230	291,009
Geographic Info. Systems	421-539	1,921,469	2,041,572	2,108,005	2,103,224	2,154,528	2,207,812	2,263,163	2,320,696
MIS Automation - General Fund	470-519	264,295	251,492	-	-	300,682	302,756	304,845	306,951
General Fund - Risk	495-519	536,622	531,640	531,640	531,640	531,640	531,640	531,640	531,640

Leon County Fiscal Year 2020 Tentative Budget**General Fund (001)**

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Indirect Costs - General Fund	499-519	(6,195,501)	(6,732,000)	(7,144,000)	(7,144,000)	(7,362,000)	(7,587,000)	(7,821,000)	(8,060,000)
Property Appraiser	512-586	5,091,369	5,088,414	5,078,829	5,059,837	5,180,406	5,284,014	5,389,694	5,497,488
Tax Collector	513-586	4,689,603	4,932,000	5,077,511	5,077,511	5,179,061	5,282,642	5,389,351	5,518,156
Court Administration	540-601	205,945	204,425	207,568	206,609	213,456	220,598	228,049	235,825
Court Information Systems	540-713	13,078	10,705	11,815	11,815	11,933	12,052	12,172	12,294
Guardian Ad Litem	547-685	18,918	19,942	20,710	20,710	20,710	20,710	20,710	20,710
GAL Information Systems	547-713	2,572	2,770	2,715	2,715	2,742	2,770	2,798	2,826
Planning Department	817-515	728,884	973,467	1,145,578	1,145,289	1,016,567	1,038,336	1,060,606	1,064,898
Non-Operating General Fund	820-519	849,812	877,159	1,006,387	1,001,387	952,536	951,539	950,985	951,115
Tax Deed Applications	831-513	(5,359)	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Line Item - Detention/Correction	888-523	247,759	247,759	247,759	247,759	247,759	247,759	247,759	247,759
Line Item - Human Service Agencies	888-569	102,482	100,000	100,000	100,000	100,000	100,000	100,000	100,000
COCA Contract	888-573	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Transfers	950-581	11,576,037	10,133,715	14,538,689	14,518,940	14,991,109	17,734,615	17,968,364	19,553,573
Primary Health Care	971-562	1,693,836	1,831,620	1,828,601	1,828,022	1,831,108	1,834,341	1,837,727	1,841,278
CRA-Payment	972-559	2,782,393	2,277,443	2,726,878	2,733,540	2,863,222	3,092,280	3,339,662	3,606,835
Budgeted Reserves - General Fund	990-599	585,130	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Budgeted Reserves-Homestead Exemption	992-599	-	2,093,426	-	-	-	-	-	-
Total Appropriations		67,097,038	69,568,924	73,529,702	73,390,946	75,104,238	79,197,000	80,888,385	83,899,105
Revenues Less Appropriations		363,933	-	2,954,050	-	-	-	-	-

Notes:

Leon County's budget is balanced without increasing the current 8.3144 millage rate. For FY 2020 due to an improved housing and commercial property market, property values increased by 6.05%, providing an additional \$7.9 million in property tax revenue. The property tax increase allowed for an increase in the General Fund (Fund 001) transfer to the capital projects (Fund 305) by \$2.393 million over FY 2019 to \$5.1 million from the General Fund. The remaining \$2.3 million in general revenue transfer to capital is from the Municipal Services Fund (Fund 140), making the total general revenue transfer to capital \$7.4 million. In addition, the Board appropriated \$1.557 million in fund balance, a decrease of \$442,500 from FY 2019. The use of this fund balance still leaves the general fund reserves within policy limits. Out years from FY 2021 to FY 2024 show level use of fund balance in FY 2021, with a declining use of fund balance in later out years.

The MIS allocation costs for FY 2020 to the general fund are reduced for one year due to the appropriation of accumulated fund balance in Communications Trust (Fund 502).

Additionally, FY 2020, implements the first year of the multi-fiscal year plan by reallocating \$2,093,426 in homestead exemption reserves available due to the failure of Amendment #1 in November 2018. The Multi-year fiscal plan that will cumulatively provide tax and fee avoidances of \$4.6 million dollars beginning in FY 2021.

Leon County Fiscal Year 2020 Tentative Budget**Supervisor of Elections (060)**

Fund Type: General Fund

The Supervisor of Elections Fund is a general fund established as part of the FY 2002 budget process. The Supervisor of Elections has requested their appropriation be established in a separate fund to provide discrete accounting of their budget. The revenue is transferred from the General Fund. At the conclusion of the fiscal year, any funds available in the Supervisor of Elections fund will be returned to the General Fund as excess fees.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Supervisor Of Elections	341550	26,767	-	-	-	-	-	-	-
Pool Interest Allocation	361111	1,972	-	-	-	-	-	-	-
Transfer From Fund 001	381001	4,291,300	4,150,267	5,530,069	5,530,069	4,432,201	4,621,291	4,551,708	5,829,156
Total Revenues		4,320,039	4,150,267	5,530,069	5,530,069	4,432,201	4,621,291	4,551,708	5,829,156
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
MIS Automation-SOE	470-513	15,440	15,381	28,094	28,094	28,375	28,659	28,946	29,235
Supervisor of Elections - Risk	495-513	16,105	16,687	16,687	16,687	16,687	16,687	16,687	16,687
Voter Registration	520-513	2,558,305	2,696,737	2,865,305	2,858,320	2,978,493	3,028,956	3,120,433	3,177,489
Elections	520-586	215,407	-	-	-	-	-	-	-
Elections	521-513	1,386,081	1,421,462	2,627,211	2,626,968	1,408,646	1,546,989	1,385,642	2,605,745
Elections	521-586	116,707	-	-	-	-	-	-	-
Total Appropriations		4,308,045	4,150,267	5,537,297	5,530,069	4,432,201	4,621,291	4,551,708	5,829,156
Revenues Less Appropriations		11,993	-	(7,228)	-	-	-	-	-

Notes:

The Supervisor of Elections budget varies year to year depending on the election cycles. Funding for the Supervisor of Elections increases for Presidential Primary and general elections cycles and decreases in off year election cycles. The upcoming FY 2020 cycle is Presidential Preference Primary election. The FY 2020 Supervisor of Elections budget reflects a total increase of \$1.38 million over FY 2019, which was funded as part of the Multi-year fiscal plan related to the reallocation of the homestead reserves.

Leon County Fiscal Year 2020 Tentative Budget**Transportation Trust (106)**

Fund Type: Special Revenue

The Transportation Trust Fund is a special revenue fund established by F.S. 129.02(2). Major revenue sources for the Transportation Trust Fund include proceeds from local and state gas taxes. Leon County imposes a total of twelve cents in gas taxes. The County Ninth-Cent, Local Option and Second Local Option are local county taxes. Of those, the Local Option and Second Local Option revenues are split 50/50 with the City of Tallahassee. The 20% Surplus, 5th & 6th Cent and Gas Tax Pour-Over Trust are State gas tax revenues. The fund is used to account for resources dedicated and expenditures restricted to the maintenance/construction of roads and bridges.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
County Ninth-Cent Voted Fuel Tax	312300	1,459,550	1,452,455	1,573,200	1,494,540	1,524,431	1,554,919	1,586,017	1,617,738
Local Option Gas Tax	312410	3,784,996	3,745,185	4,054,700	3,851,965	3,929,004	4,007,585	4,087,736	4,169,491
2nd Local Option Gas Tax	312420	3,005,517	3,019,290	3,206,500	3,046,175	3,107,165	3,169,295	3,232,660	3,297,260
Federal Payments in Lieu of Taxes	333000	54,013	32,582	36,300	34,485	34,485	34,485	34,485	34,485
20% Surplus Gas Tax	335420	595,897	587,955	642,400	610,280	622,440	634,885	647,615	660,535
5th & 6th Cent Gas Tax	335430	2,383,590	2,352,200	2,568,000	2,439,600	2,488,050	2,537,450	2,588,750	2,640,050
Gas Tax Pour-Over Trust	335440	1,309,474	1,290,100	1,402,205	1,332,095	1,358,425	1,385,594	1,413,306	1,441,572
Other Transportation	335490	207,632	84,170	92,900	88,255	89,138	90,029	90,929	91,838
Service Area App Fees	343651	1,648	2,845	2,360	2,242	2,265	2,288	2,310	2,333
FDOT NPDES Reimbursement	343901	-	36,000	36,000	36,000	36,720	37,454	38,203	38,967
DOT Reimbursement-Landscape	343917	38,174	38,183	34,863	34,863	35,560	36,271	36,996	37,736
Grading Fee Public Works	343920	42,891	27,930	43,800	41,610	42,026	42,446	42,871	43,299
Traffic Signs	344910	311	523	360	342	342	342	342	342
Subdivision Fees	344911	5,330	1,615	3,400	3,230	3,230	3,230	3,230	3,230
R-O-W Placement Fees	344913	62,936	52,250	57,800	54,910	54,910	54,910	54,910	54,910
Signal Maintenance - State Reimb	344914	174,685	208,709	206,514	196,188	202,074	208,136	214,380	220,811
Pool Interest Allocation	361111	48,609	100,890	96,200	91,390	92,304	93,227	94,159	95,101
Interest Income - Other	361120	2,216	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(30,499)	-	-	-	-	-	-	-
Equipment Buyback	364100	-	360,000	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	319	18,050	-	-	-	-	-	-
Transfer From Fund 123	381123	1,409,832	1,554,375	1,557,055	1,557,055	1,599,835	1,644,485	1,691,060	1,754,855
Transfer From Fund 126	381126	2,243,841	3,313,883	1,902,703	1,902,703	6,781,689	4,077,602	3,844,035	3,966,234
Total Revenues		16,800,962	18,279,190	17,517,260	16,817,928	22,004,093	19,614,633	19,703,994	20,170,787
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Support Services	400-541	614,484	635,167	606,729	605,428	620,051	635,237	651,005	667,385
Engineering Services	414-541	3,432,312	3,970,872	3,989,067	3,976,392	4,089,137	4,206,443	4,328,507	4,455,585
Transportation Maintenance	431-541	4,428,711	4,581,710	4,693,172	4,674,502	4,780,480	4,917,472	5,014,937	5,143,953
Right-Of-Way Management	432-541	2,525,205	2,965,534	2,987,435	2,972,786	3,060,503	3,141,494	3,226,396	3,315,452
MIS Automation - Transportation Trust	470-541	19,740	20,155	-	-	21,377	21,525	21,674	21,824
Transportation Trust - Risk	495-541	67,279	71,772	71,772	71,772	71,772	71,772	71,772	71,772
Indirect Costs - Transportation Trust	499-541	1,730,000	1,782,000	1,842,000	1,842,000	1,897,000	1,954,000	2,013,000	2,073,000
Transfers	950-581	5,132,381	4,241,980	2,665,048	2,665,048	7,453,773	4,656,690	4,366,703	4,411,816
Budgeted Reserves - Transport. Trust	990-599	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Appropriations		17,950,113	18,279,190	16,865,223	16,817,928	22,004,093	19,614,633	19,703,994	20,170,787
Revenues Less Appropriations		(1,149,151)	-	652,037	-	-	-	-	-

Notes:

As recommended in the Multi-year fiscal plan approved at the April 23, 2019 Budget Workshop, the gas tax funding traditionally split 50/50 for sidewalk projects and general transportation maintenance be reallocated for two years to fix chronic flooding problems on county roads in FY 2020 and FY 2021. The fiscal plan recommends \$1.0 million in FY 2020 and \$3.414 million in FY 2021 for transportation flood relief projects. The existing surplus in the sidewalk construction account and the additional Blueprint funding commencing next year, will support sidewalk construction during this reallocation.

FY 2020 also reflects a decrease in transfers to the Transportation Capital Fund related to the use of \$2.1 million from the FY 2018 fund balance sweep to support capital projects including Raymond Tucker Road/Pheasant Run and Centerville Trace subdivision, and Maylor Road.

Leon County Fiscal Year 2020 Tentative Budget**Fine and Forfeiture (110)**

Fund Type: Special Revenue

The Fine and Forfeiture Fund is a special revenue fund established by F.S. 129.02(3) and F.S. 142.01. Major revenue sources for the County Fine and Forfeiture Fund include proceeds from ad valorem taxes and other miscellaneous revenues. The fund is used to account for revenues collected in support of and expenditures dedicated to criminal prosecution, court operations, and operations of the Sheriff's Department.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Ad Valorem - Fine/Fore. Fund	311120	76,009,969	79,060,174	88,490,019	84,065,518	87,627,593	91,834,264	96,256,594	101,041,47
Child Support Enforcement	331240	16,051	25,344	22,600	21,470	21,945	22,325	22,800	23,275
Title IV - Child Support Enforcement	331691	3,434	3,800	4,000	3,800	3,819	3,838	3,857	3,876
Sheriff Fees-Warrants, Fingerprints, Records	341520	279,655	381,996	319,000	303,050	300,010	297,065	294,120	291,175
Sheriff Fee-Public Records	341521	-	49,642	40,000	40,000	40,200	40,401	40,603	40,802
Sheriff Wrecker Services	341525	45,627	69,633	63,500	60,325	61,465	62,700	63,935	65,265
Room And Board - Prisoners	342300	399,274	504,905	503,800	478,610	492,955	507,775	522,975	538,745
Court Fines	351120	33,734	32,420	35,000	33,250	34,580	35,910	37,430	38,855
Crime Prevention (fs 775.083(2))	351150	73,687	74,100	78,000	74,100	76,950	79,800	82,650	86,450
Pool Interest Allocation	361111	237,080	310,000	343,400	326,230	329,492	332,787	336,115	339,476
Net Incr(decr) In Fmv Of Investment	361300	(12,046)	-	-	-	-	-	-	-
Sheriff F.S. 125.315	361330	556	-	180,000	171,000	174,420	174,420	174,420	174,420
Transfer From Fund 001	381001	76,947	-	-	-	-	-	-	-
Sheriff Excess Fees	386400	5,638	-	-	-	-	-	-	-
Total Revenues		77,169,607	80,512,014	90,079,319	85,577,353	89,163,429	93,391,285	97,835,499	102,643,818
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
MIS Automation - State Attorney	470-602	24,180	24,905	30,542	30,542	30,755	30,970	31,187	31,405
MIS Automation - Public Defender	470-603	41,885	42,890	50,573	50,573	50,943	51,314	51,688	52,066
Fine & Forfeiture - Risk	495-689	231,502	232,957	232,957	232,957	232,957	232,957	232,957	232,957
Consolidated Dispatch Agency (CDA)	507-529	2,398,046	2,774,529	2,896,461	2,896,461	3,041,284	3,193,348	3,353,015	3,520,666
Diversions Programs	508-569	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Law Enforcement	510-586	36,555,693	38,642,936	41,468,368	41,333,102	43,270,719	45,486,762	47,854,796	50,385,514
Corrections	511-586	35,663,114	36,833,566	38,530,703	38,408,071	39,980,374	41,782,204	43,708,455	45,767,922
State Attorney	532-602	99,247	118,600	118,600	118,600	118,600	118,600	118,600	118,600
State Attorney	532-713	13,134	14,700	13,520	13,520	13,655	13,792	13,930	14,069
Public Defender	533-603	107,397	118,525	118,525	118,525	118,525	118,525	118,525	118,525
Public Defender	533-713	17,483	17,865	16,455	16,455	16,620	16,786	16,954	17,124
Clerk - Article V Expenses	537-614	425,198	420,627	420,865	420,865	429,282	437,868	437,868	437,868
Legal Aid	555-715	257,500	259,914	259,914	259,914	134,914	134,914	134,914	134,914
Juvenile Detention Payment - State	620-689	1,079,656	900,000	1,115,000	1,567,768	1,614,801	1,663,245	1,652,610	1,702,188
Transfers	950-581	1,919,320	-	-	-	-	-	-	-
Budgeted Reserves - Fine and Forfeiture	990-599	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Appropriations		78,933,356	80,512,014	85,382,483	85,577,353	89,163,429	93,391,285	97,835,499	102,643,818
Revenues Less Appropriations		(1,763,749)	-	4,696,836	-	-	-	-	-

Notes:

The County implemented and maintained the countywide millage rate of 8.3144 for FY 2020. Additional information regarding this levy is located on the General Fund page. The overall increase to the Sheriff's budget is 5.65% or \$4.2 million. Additional increases include personnel costs for a total of 8 new positions: four new Road Patrol Deputy positions; one Property and Evidence Supervisor; one IT Analyst and two Crime Analysts for the Real Time Crime Center. In addition, \$1.5 million in continued funding is provided for scheduled vehicle replacements.

The Sheriff's current budget and prior history no longer include the Consolidated Dispatch Agency (CDA). Due to changes in the interlocal agreement, the CDA was removed from the Sheriff's budget to Leon County Government. For an accurate depiction, the budget history for this agency was realigned to the CDA.

Leon County Fiscal Year 2020 Tentative Budget**Probation Services (111)**

Fund Type: Special Revenue

The Probation Services Fund is a special revenue fund established in support of the administration of County Probation programs. Major revenue sources for the Probation Services Fund include fees related to pre-trial costs, other probation related services, and a transfer from the General Fund. The fund is used to account for resources and expenditures related to the alternative Community Service Work Program, the Pre-trial Release Program, urinalysis testing fees and other County Probation programs and services.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Sheriff GPS Program	337281	100,000	100,000	100,000	100,000	-	-	-	-
Code or Lien Cost Recovery Fee	341300	80	-	-	-	-	-	-	-
Sheriff Fees-Warrants, Fingerprints, Records	341520	373	-	-	-	-	-	-	-
County Court Probation Fees	349120	288,947	285,000	251,000	238,450	233,700	228,950	224,200	220,400
Community Service Fees	349122	85,796	92,150	93,000	88,350	89,300	90,250	90,250	91,200
Probation-no Show Fees	349125	15,175	17,100	12,300	11,685	11,400	11,495	11,400	11,305
Pre-trial Fees	349130	63,972	65,170	57,000	54,150	53,105	52,060	51,015	49,970
SCRAM Unit User Fees	349135	33,348	60,610	40,400	38,380	38,760	39,140	39,520	39,995
Alternative Community Service Fees	349140	34,175	37,050	28,900	27,455	26,885	26,315	25,840	25,365
UA Testing Fees	349147	153,050	161,500	143,000	135,850	138,700	141,550	144,400	147,250
Alcohol Testing Fees	349148	58,990	70,680	57,000	54,150	53,580	53,105	52,535	52,060
Pool Interest Allocation	361111	14,397	25,745	20,400	19,380	19,380	19,380	19,380	19,380
Net Incr(decr) In Fmv Of Investment	361300	(10,605)	-	-	-	-	-	-	-
Transfer From Fund 001	381001	1,864,171	2,039,191	2,396,642	2,396,642	2,611,416	2,992,425	3,129,256	3,244,155
Appropriated Fund Balance	399900	-	325,000	300,000	300,000	300,000	25,000	-	-
Total Revenues		2,701,869	3,279,196	3,499,642	3,464,492	3,576,226	3,679,670	3,787,796	3,901,080
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
MIS Automation - Probation Services	470-523	11,915	12,236	-	-	14,963	15,070	15,179	15,288
Probation Services - Risk	495-523	27,310	20,829	20,829	20,829	20,829	20,829	20,829	20,829
Indirect Costs - Probation Services	499-523	638,000	625,000	630,000	630,000	649,000	668,000	688,000	709,000
County Probation	542-523	1,103,892	1,237,417	1,250,254	1,243,195	1,285,375	1,329,468	1,375,584	1,423,829
Pretrial Release	544-523	1,116,307	1,229,551	1,405,341	1,400,119	1,431,829	1,468,056	1,505,796	1,545,412
Drug & Alcohol Testing	599-523	126,120	154,163	170,589	170,349	174,230	178,247	182,408	186,722
Total Appropriations		3,023,544	3,279,196	3,477,013	3,464,492	3,576,226	3,679,670	3,787,796	3,901,080
Revenues Less Appropriations		(321,675)	-	22,629	-	-	-	-	-

Notes:

For FY 2020, the budget includes a \$2.39 million general revenue subsidy to the Probation Services fund. FY 2020 also includes the appropriation of \$300,000 in fund balance. The revenue for the fund also reflects additional resources provided by the Sheriff in the amount of \$100,000 available from the Inmate Trust Fund. This funding will assist in offsetting the cost of the GPS Monitoring Program. Out years continue the use of fund balance until FY 2022 when the fund balance is depleted. After the available fund balance is exhausted in FY 2022, the general revenue subsidy is anticipated to increase to \$3.1 million in FY 2023 due a continuing decline in program revenues.

Leon County Fiscal Year 2020 Tentative Budget**Teen Court (114)**

Fund Type: Special Revenue

Effective July 1, 2005, the Board of County Commissioners authorized a \$3 fee be imposed for certain Court proceedings; the revenue will be used to support the Teen Court program.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Mediation Fees	349310	21	-	-	-	-	-	-	-
Teen Court Fees	351500	68,788	80,465	84,999	80,749	83,508	86,049	90,176	92,639
Total Revenues		68,809	80,465	84,999	80,749	83,508	86,049	90,176	92,639
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Teen Court - Risk	495-662	1,590	1,650	1,650	1,650	1,650	1,650	1,650	1,650
Indirect Costs - Teen Court	499-662	9,000	8,000	8,000	8,000	8,000	8,000	9,000	9,000
Court Administration - Teen Court	586-662	102,921	70,815	71,435	71,099	73,858	76,399	79,526	81,989
Total Appropriations		113,511	80,465	81,085	80,749	83,508	86,049	90,176	92,639
Revenues Less Appropriations		(44,702)	-	3,914	-	-	-	-	-

Notes:

The decrease in expenditures coincides with a decrease in the \$3.00 fee revenue collected from traffic citations. Out-year revenue projections show an anticipated increase in revenue to meet program expenditures. However, if revenues fail to meet projections, then the program will require additional costs reductions or shifting of costs to other sources of court funding.

Leon County Fiscal Year 2020 Tentative Budget**Drug Abuse Trust (116)**

Fund Type: Special Revenue

The Drug Abuse Trust Fund is a special revenue fund established as the repository for the collection of court costs from felony fines. Funding is used to support drug intervention programs.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
County Alcohol Tf (fs 938.13)	348125	7,879	7,700	8,100	8,100	8,200	8,400	8,600	8,700
Felony Drug Intervention	348241	79,079	87,495	85,000	80,750	84,835	89,015	93,480	98,135
Pool Interest Allocation	361111	91	-	200	190	192	194	196	198
Total Revenues		87,049	95,195	93,300	89,040	93,227	97,609	102,276	107,033
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Drug Abuse	800-562	82,505	87,068	80,750	80,750	84,835	89,015	93,480	98,135
Budgeted Reserves - Drug Court	990-599	-	8,127	8,290	8,290	8,392	8,594	8,796	8,898
Total Appropriations		82,505	95,195	89,040	89,040	93,227	97,609	102,276	107,033
Revenues Less Appropriations		4,543	-	4,260	-	-	-	-	-

Notes:

The FY 2020 Drug Court revenues are estimated to decrease from FY 2019 Adopted budget. The out years reflect a nominal increase in projected revenues for the program.

Leon County Fiscal Year 2020 Tentative Budget**Judicial Programs (117)**

Fund Type: Special Revenue

On June 8th, 2004, the Board of County Commissioners authorized the imposition of a \$65.00 criminal violation court costs. In accordance with Florida Statutes and the enabling County Ordinance, the proceeds from the \$65.00 fine are to be used as follows: 25% to supplement State funding requirements related to the implementation of a Statewide court system or to pay for local requirements; 25% to be used to fund legal aid programs; 25% to be used to fund law library personnel and materials; and 25% to be used to fund alternative juvenile programs. At the end of the fiscal year, any fund balance remaining shall be utilized in subsequent fiscal years for the funding of either the State or local requirements.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Court Innovations Local Requirement	348921	52,807	53,105	54,200	51,490	51,775	52,060	52,440	52,725
Legal Aid Local Ordinance	348922	52,807	53,105	54,200	51,490	51,775	52,060	52,440	52,725
Law Library Local Ordinance	348923	52,807	53,105	54,200	51,490	51,775	52,060	52,440	52,725
Juvenile Alternative Local Ordinance	348924	52,807	53,105	54,200	51,490	51,775	52,060	52,440	52,725
Pool Interest Allocation	361111	5,491	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	109,065	151,174	151,174	136,607	144,173	-	-
Total Revenues		216,720	321,485	367,974	357,134	343,707	352,413	209,760	210,900
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Judicial Programs - Risk	495-569	1,182	1,242	1,242	1,242	1,242	1,242	1,242	1,242
Indirect Costs - Judicial Programs	499-601	3,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Alternative Juvenile Programs	509-569	55,513	60,305	64,592	64,352	66,501	68,739	67,763	70,186
Law Library	546-714	-	53,105	54,698	51,490	51,775	52,060	52,440	52,725
Judicial Programs/Article V	548-662	40,582	152,729	181,855	187,560	171,414	177,312	177,698	184,102
Legal Aid - Court	555-715	44,000	53,105	54,698	51,490	51,775	52,060	52,440	52,725
Total Appropriations		144,277	321,486	358,085	357,134	343,707	352,413	352,583	361,980
Revenues Less Appropriations		72,442	(1)	9,889	-	-	-	(142,823)	(151,080)

Notes:

Increased expenditures allocated to court required programs are necessitating the use of accumulated fund balance to support these programs. The current use of fund balance is within policy limits. However, the out years show a depleted fund balance beginning in FY 2023. A reduction in programs will need to be implemented if revenues do not increase to support these discrete programs.

Leon County Fiscal Year 2020 Tentative Budget**Building Inspection (120)**

Fund Type: Special Revenue

The Building Inspection Fund is a special revenue fund established to account for fees collected on building permits issued within the unincorporated area of Leon County. The fees are used to fund the operation of the Building Plans Review and Inspection Division.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Building Permits	322000	1,765,710	1,842,050	2,032,000	1,930,400	2,065,528	2,210,115	2,364,824	2,530,361
Manufactured Homes	322005	38,124	40,185	49,100	46,645	51,300	56,430	62,130	68,305
Building/Environmental Inspections	329114	-	54,340	-	-	-	-	-	-
Contractor's Licenses	329140	9,463	8,360	3,300	3,135	3,230	3,230	3,230	3,325
Electronic Document Recording Fee	329290	8,235	-	9,000	8,550	8,645	8,740	8,835	8,930
State Surcharge Retention	335291	5,563	-	7,000	6,650	6,916	7,192	7,480	7,780
Pool Interest Allocation	361111	32,942	56,430	42,400	40,280	40,683	41,089	41,501	41,916
Net Incr(decr) In Fmv Of Investment	361300	(26,565)	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	18	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	282,007	718,181	718,181	403,375	328,743	246,184	156,226
Total Revenues		1,833,490	2,283,372	2,860,981	2,753,841	2,579,677	2,655,539	2,734,184	2,816,843
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Building Plans Review and Inspection	220-524	1,902,799	1,889,750	1,978,905	1,969,134	2,029,258	2,092,096	2,157,717	2,226,352
MIS Automation - Building Inspection	470-524	2,770	2,858	943	943	3,655	3,679	3,703	3,727
Building Inspection	495-524	8,170	9,764	9,764	9,764	9,764	9,764	9,764	9,764
Indirect Costs - Building Inspections	499-524	305,000	381,000	424,000	424,000	437,000	450,000	463,000	477,000
Transfers	950-581	85,736	-	350,000	350,000	100,000	100,000	100,000	100,000
Total Appropriations		2,304,475	2,283,372	2,763,612	2,753,841	2,579,677	2,655,539	2,734,184	2,816,843
Revenues Less Appropriations		(470,985)	-	97,369	-	-	-	-	-

Notes:

Revenues reflect an increase in FY 2020 based on anticipated growth in the building sector for commercial and housing construction permitting. Permitting revenues have started to stabilize from the significant growth in the construction industry the last three years and have reached pre-recession levels. Fund balance is budgeted to support program expenditures including \$350,000 for additional software upgrades and modifications to further expedite the processing of permits for customers. Fund balance is programmed to decline in the out years as growth is anticipated to increase permitting revenue.

Leon County Fiscal Year 2020 Tentative Budget**Development Support & Environ. Mgmt. Fund (121)**

The Development Support and Environmental Management Fund is a special revenue fund established to account for the activities related to Development Support and Environmental Management in accordance with the City of Tallahassee/Leon County Comprehensive Plan. The fund is supported by both permitting fees and general revenue. The functions supported by this Fund include Development Services, Environmental Services, Code Compliance Services, Support Services, and Customer Engagement Services.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Licenses And Permits	322100	-	1,439,250	1,692,000	1,607,400	1,655,850	1,705,250	1,756,550	1,809,750
Stormwater - Standard Form	329100	322,549	-	-	-	-	-	-	-
Stormwater - Short Form B-High	329110	49,359	-	-	-	-	-	-	-
Stormwater - Short Form B-Low	329111	46,277	-	-	-	-	-	-	-
Stormwater - Short Form A	329112	211,532	-	-	-	-	-	-	-
New Address Assignments	329113	48,672	-	-	-	-	-	-	-
Building/Environmental Inspections	329114	120	-	-	-	-	-	-	-
Tree Permits	329120	5,923	-	-	-	-	-	-	-
Vegetative Management Plans	329121	720	-	-	-	-	-	-	-
Landscape Permit Fees	329130	25,672	-	-	-	-	-	-	-
Amend/Resubmittal/Extensions	329150	11,539	-	-	-	-	-	-	-
General Utility Permit	329160	28,032	-	-	-	-	-	-	-
Operating Permit	329170	67,902	-	-	-	-	-	-	-
Communications Tower Bonds	329171	11,706	-	-	-	-	-	-	-
Subdivision Exemptions	329200	33,144	-	-	-	-	-	-	-
Certificate Of Concurrence	329210	15,252	-	-	-	-	-	-	-
Project Status	329240	89,025	-	-	-	-	-	-	-
PUV - Permitted Use Verification	329250	28,455	-	-	-	-	-	-	-
Site Plan Review	329260	155,077	-	-	-	-	-	-	-
Other Development Review Fees	329270	54,374	-	-	-	-	-	-	-
Electronic Document Recording Fee	329290	1,410	-	-	-	-	-	-	-
Code or Lien Cost Recovery Fee	341300	24,210	19,760	23,900	22,705	23,845	24,985	26,315	27,550
Driveway Permit Fees	343930	36,629	38,855	41,100	39,045	40,945	43,035	45,125	47,405
Environmental Analysis	343941	120,069	-	-	-	-	-	-	-
Boaa Variance Requests	343950	900	-	-	-	-	-	-	-
Reinspection Fees	349100	9,181	-	-	-	-	-	-	-
Code Enforcement Board Fines	354100	16,795	13,870	19,600	18,620	18,810	19,000	19,190	19,380
Pool Interest Allocation	361111	5,610	9,975	14,900	14,155	14,297	14,439	14,583	14,730
Other Miscellaneous Revenue	369900	8,213	-	-	-	-	-	-	-
Abandon Property Registration Fee	369905	27,750	28,690	22,300	21,185	24,320	28,025	32,205	37,050
Transfer From Fund 126	381126	2,375,000	2,554,379	2,511,881	2,511,881	2,607,074	2,687,502	2,770,079	2,856,135
Total Revenues		3,831,096	4,104,779	4,325,681	4,234,991	4,385,141	4,522,236	4,664,047	4,812,000
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Environmental Services	420-537	1,475,424	1,569,082	1,632,610	1,626,593	1,677,668	1,730,838	1,786,182	1,843,837
Development Services	422-537	686,254	840,265	870,510	866,527	894,997	924,687	955,665	987,997
Code Compliance Services	423-537	415,844	501,602	535,160	533,632	548,579	564,115	580,262	597,055
DS Support Services	424-537	247,962	354,454	377,686	376,579	387,869	399,605	411,805	424,483
Customer Engagement Services	426-537	141,822	204,700	213,098	212,075	219,596	227,421	235,425	243,781
MIS Automation - Growth Management	470-537	14,785	15,091	-	-	18,847	18,985	19,123	19,262
Growth Management - Risk	495-537	16,244	17,585	17,585	17,585	17,585	17,585	17,585	17,585
Indirect Costs - Growth Management	499-537	601,501	602,000	602,000	602,000	620,000	639,000	658,000	678,000
Total Appropriations		3,599,835	4,104,779	4,248,649	4,234,991	4,385,141	4,522,236	4,664,047	4,812,000
Revenues Less Appropriations		231,261	-	77,032	-	-	-	-	-

Notes:

In FY 2020, due to an increase in permitting activity, permit fee revenue is estimated to increase moderately over FY 2019. Due to this increase in fee revenue, the transfer from general revenue will decrease slightly in FY 2020. Fund balance is not used to support the fund. The out-years reflect an increase in general fund support to meet service demands and is anticipated to increase up to \$2.8 million in FY 2024.

Leon County Fiscal Year 2020 Tentative Budget**Stormwater Utility (123)**

Fund Type: Special Revenue

The Stormwater Utility Fund is a special revenue fund established in support of the administration of the unincorporated areas Stormwater Maintenance, Engineering, Facility Improvements, and Water Quality Monitoring programs. Major revenue sources for the Stormwater Utility Fund include: the non ad valorem assessment for stormwater utility and non-restricted revenues (i.e. local half-cent sales, State revenue sharing, etc.).

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Delinquent Taxes	311200	-	35,150	39,000	37,050	37,050	37,050	37,050	37,050
Non Ad-valorem Assessment	319100	3,357,445	3,374,728	3,630,636	3,449,104	3,483,595	3,518,430	3,553,615	3,589,150
Delinquent Taxes 2008	319208	72	-	-	-	-	-	-	-
Delinquent Assesment-2009	319209	65	-	-	-	-	-	-	-
Delinquent Assessments-2010	319210	60	-	-	-	-	-	-	-
Delinquent Assessments-2011	319211	86	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	163	-	-	-	-	-	-	-
Delinquent Assessments 2013	319213	1,561	-	-	-	-	-	-	-
Delinquent Assessments-2014	319214	3,240	-	-	-	-	-	-	-
Delinquent Assessments-2015	319215	6,639	-	-	-	-	-	-	-
Delinquent Assessments-2016	319216	8,589	-	-	-	-	-	-	-
Pool Interest Allocation	361111	32,668	63,365	53,500	50,825	51,333	51,846	52,365	52,888
Net Incr(decr) In Fmv Of Investment	361300	4,222	-	-	-	-	-	-	-
Transfer From Fund 106	381106	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Transfer From Fund 126	381126	976,846	1,155,627	1,097,323	1,097,323	1,190,542	1,332,019	1,422,813	1,549,232
Total Revenues		5,191,657	5,428,870	5,620,459	5,434,302	5,562,520	5,739,345	5,865,843	6,028,320
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Stormwater Maintenance	433-538	2,859,227	3,374,244	3,389,448	3,373,311	3,445,030	3,563,478	3,628,666	3,712,607
MIS Automation - Stormwater	470-538	75	100	86	86	87	88	89	90
Stormwater Utility - Risk	495-538	15,656	-	-	-	-	-	-	-
Indirect Costs - Stormwater Utility	499-538	390,000	428,000	432,000	432,000	445,000	458,000	472,000	486,000
Tax Collector	513-586	67,617	65,920	71,850	71,850	72,568	73,294	74,028	74,768
Transfers	950-581	2,559,832	1,554,375	1,557,055	1,557,055	1,599,835	1,644,485	1,691,060	1,754,855
Budgeted Reserves - Stormwater Utility	990-599	-	6,231	-	-	-	-	-	-
Total Appropriations		5,892,408	5,428,870	5,450,439	5,434,302	5,562,520	5,739,345	5,865,843	6,028,320
Revenues Less Appropriations		(700,751)	-	170,020	-	-	-	-	-

Notes:

In FY 2014, the County implemented the first increase in 23 years for the stormwater non ad valorem assessment from \$20 to \$85. This allowed for the general revenue subsidy to be decreased by \$2.5 million dollars. The current general revenue subsidy covers the cost of the modest fee discount for low income seniors, disabled veterans and properties that receive a stormwater credit discount, as specified in the related ordinance. The transfer of \$800,000 from the Transportation Trust fund covers the costs of stormwater maintenance activity related to roadways. For FY 2020, the decrease in general revenue support is primarily due an increase in anticipated assessment revenue and level program expenditures.

Leon County Fiscal Year 2020 Tentative Budget**SHIP Trust (124)**

Fund Type: Special Revenue

The State Housing Initiatives Partnership (SHIP) Trust Fund is a special revenue fund established in accordance with F.S. 420.9075(5) to account for the distribution of State funds to local housing programs. Expenditures are limited to the administration and implementation of local housing programs.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
SHIP - Doc Stamp Revenue	345100	907,695	167,323	175,000	175,000	-	-	-	-
SHIP Recaptured Revenue	345150	165,462	-	-	-	-	-	-	-
Pool Interest Allocation	361111	24,157	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(13,142)	-	-	-	-	-	-	-
Total Revenues		1,084,172	167,323	175,000	175,000	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
SHIP 2014-2017	932047-554	10,762	-	-	-	-	-	-	-
SHIP 2015-2018	932048-554	486,730	-	-	-	-	-	-	-
SHIP 2016-2019	932049-554	161,750	-	-	-	-	-	-	-
SHIP Disaster Fund	932050-554	287,821	-	-	-	-	-	-	-
SHIP Housing Counseling Fund	932051-554	7,000	-	-	-	-	-	-	-
SHIP 2017-2020	932052-554	143,250	-	-	-	-	-	-	-
SHIP 2018-2021	932053-554	-	167,323	-	-	-	-	-	-
SHIP 2019-2022	932054-554	-	-	175,000	175,000	-	-	-	-
Transfers	950-581	42,000	-	-	-	-	-	-	-
Total Appropriations		1,139,313	167,323	175,000	175,000	-	-	-	-
Revenues Less Appropriations		(55,142)	-	-	-	-	-	-	-

Notes:

The State appropriated funding for SHIP during the FY 2019 legislative session. The amount of SHIP funding allocated for Leon County is \$175,000, a slight increase over previous year funding.

Leon County Fiscal Year 2020 Tentative Budget**Grants (125)**

Fund Type: Special Revenue

The Grants Fund is a special revenue fund established to account for grants that are consistently received on an annual basis. The fund also accounts for other restricted revenues such as Friends of the Library and the Driver Education funding. As new grants are received during the fiscal year, appropriate action is taken by the Board of County Commissioners to realize these additional grant proceeds into the budget. This fund includes the corresponding County matching funds for the various grants.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
EMPG Base Grant-Federal	331271	86,126	-	89,029	89,029	89,029	89,029	89,029	89,029
Law Enforcement Block Grant	331280	-	40,000	40,000	40,000	40,000	40,000	40,000	40,000
CDBG Housing Rehabilitation	331520	468,268	-	-	-	-	-	-	-
DCF Drug Court	334240	37,161	-	-	-	-	-	-	-
EMPA Base Grant-State	334271	119,837	-	105,806	105,806	105,806	105,806	105,806	105,806
EM-SHSGP Federal Grant	334272	81,788	-	-	-	-	-	-	-
NFWMB Springs Restoration Grant	334353	21,427	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer Grant	334356	60,271	-	-	-	-	-	-	-
Woodside Heights DEP	334358	2,868,731	-	-	-	-	-	-	-
Dep Storage Tank Program	334392	105,327	189,000	120,508	120,508	121,713	122,930	124,159	125,401
Mosquito Control	334610	26,071	32,468	32,468	32,468	32,468	32,468	32,468	32,468
Boating Improvement	334792	9,055	-	-	-	-	-	-	-
Veteran's Court Funds	334891	99,799	125,000	-	-	-	-	-	-
BP 2000 Magnolia Dr Multiuse Trail	337406	98,200	-	-	-	-	-	-	-
TCC-Leon Works Expo	337501	45,570	-	-	-	-	-	-	-
HFA Emergency Repairs	337502	28,084	-	50,000	50,000	50,000	50,000	50,000	50,000
BP 2000 St. Marks Greenway	337702	348,699	-	-	-	-	-	-	-
Friends Of The Library	337714	7,357	15,000	15,000	15,000	15,000	15,000	15,000	15,000
LCRDA Innovation Park Trail	337730	27,125	-	-	-	-	-	-	-
Slosberg \$3 Driver Education	348531	76,927	82,080	89,300	84,835	86,532	88,263	90,028	91,828
Slosberg Driver Ed-cfwd	348532	12,759	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	7,477	-	-	-	-	-	-	-
Contributions And Donations	366000	1,982	-	-	-	-	-	-	-
Community Foundation of N Florida	366310	150	-	-	-	-	-	-	-
Tour-Knight Foundation	366311	15,000	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	5	-	-	-	-	-	-	-
Library E-Rate Program	369910	16,125	-	-	-	-	-	-	-
Transfer From Fund 001	381001	875	-	-	-	-	-	-	-
Transfer From Fund 126	381126	-	-	90,131	90,131	316,006	328,631	341,793	355,525
Appropriated Fund Balance	399900	-	197,184	213,767	213,767	-	-	-	-
Total Revenues		4,670,195	680,732	846,009	841,544	856,554	872,127	888,283	905,057
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Innovation Park Trail	042006-572	27,125	-	-	-	-	-	-	-
St. Marks Headwaters Greenways	047001-572	348,699	-	-	-	-	-	-	-
Magnolia Drive Multi-Use Trail	055010-541	98,200	-	-	-	-	-	-	-
NFWMD Grant-Woodside Heights	061002-535	21,427	-	-	-	-	-	-	-
Woodside Heights FDEP Grant	061003-535	2,868,731	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer	062007-535	60,271	-	-	-	-	-	-	-
Mosquito Control Grant	214-562	4,578	32,468	32,468	32,468	32,468	32,468	32,468	32,468
Grants - Risk	495-595	1,702	1,787	1,787	1,787	1,787	1,787	1,787	1,787
Emergency Management	864-525	45,650	121,155	121,221	121,221	121,250	121,279	121,308	121,338
DEP Storage Tank	866-524	158,423	170,487	181,480	181,240	186,413	191,764	197,296	203,020
Library E-Rate Program	912013-571	16,125	-	-	-	-	-	-	-
Patron Donations- Library	913023-571	1,387	-	-	-	-	-	-	-
Capeloute Donation	913024-571	595	-	-	-	-	-	-	-
Friends Literacy Contract 2005	913045-571	7,357	15,000	15,000	15,000	15,000	15,000	15,000	15,000
FHC Great American Read Grant	913093-571	875	-	-	-	-	-	-	-
Slosberg Drivers Education Grant	915013-529	84,835	84,835	84,835	84,835	86,532	88,262	90,027	91,828
Community Foundation of N Florida	915058-519	150	-	-	-	-	-	-	-
Leon Works/Junior Apprentice	915068-551	45,570	-	-	-	-	-	-	-
Boating Improvement	921043-572	9,055	-	-	-	-	-	-	-
BP Horizon Oil Spill	925017-559	61,775	-	-	-	-	-	-	-
HFA Emergency Repairs Program	932019-554	25,084	-	50,000	50,000	50,000	50,000	50,000	50,000

Leon County Fiscal Year 2020 Tentative Budget**Grants (125)**

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
CDBG 2013	932077-552	279,232	-	-	-	-	-	-	-
CDBG 2013	932077-553	189,036	-	-	-	-	-	-	-
DCF Drug Court Grant	943085-622	37,161	-	-	-	-	-	-	-
Veteran's Court	944010-601	99,799	125,000	-	-	-	-	-	-
Transfers	950-581	500,000	-	-	-	-	-	-	-
Emergency Mgmt.-(EMPG) Base Grant-Federal	952001-525	75,946	-	-	-	-	-	-	-
Emergency Mgmt.-(EMPA) Base Grant-State	952002-525	105,741	-	-	-	-	-	-	-
EM-SHSGP Federal Grant	952003-525	25,250	-	-	-	-	-	-	-
EM-SHSGP Federal Grant	952004-525	56,538	-	-	-	-	-	-	-
EM-EMPG Federal Grant	952005-525	10,179	-	-	-	-	-	-	-
EMPA-Base Grant-State	952006-525	14,096	-	-	-	-	-	-	-
EMPA-Base Grant-State	952008-525	-	-	130,898	130,319	134,902	139,677	144,650	149,836
EMPG Federal Grant	952009-525	-	-	95,253	94,674	98,202	101,890	105,747	109,780
BBHCC Equipment Grant	961058-526	15,000	-	-	-	-	-	-	-
FDLE JAG Pre-Trial FY17-18	982062-521	-	40,000	-	-	-	-	-	-
FDLE JAG Pre-Trial FY 18-19	982063-521	-	-	40,000	40,000	40,000	40,000	40,000	40,000
Grant Match Funds	991-595	-	90,000	90,000	90,000	90,000	90,000	90,000	90,000
Total Appropriations		5,295,592	680,732	842,942	841,544	856,554	872,127	888,283	905,057
Revenues Less Appropriations		(625,397)	-	3,067	-	-	-	-	-

Note:

For FY 2020, the remaining fund balance in the grant fund and the general revenue transfer of \$90,131 was used to balance the fund's expenditures. As grant program expenditures continue to exceed the grant allocations, particularly in the Emergency Management and Storage Tank Programs, an offsetting increase in the general revenue transfer will be required to maintain levels of service in these areas.

Leon County Fiscal Year 2020 Tentative Budget**Non-Countywide General Revenue (126)**

Fund Type: Special Revenue

The Non-County wide General Revenue Fund is a special revenue fund originally established as part of the FY 2002 budget process. Prior to FY 2002, the 1/2 Cent Sales Tax, State Revenue Sharing, and other unrestricted resources were directly budgeted into the specific funds they supported. Beginning in FY 2002, the revenues were brought into this fund and budgetary transfers were established to the funds supported by these revenues. This approach allows for the entire revenue to be shown in one place and all funds being supported to be similarly reflected. These revenues are not deposited directly into the General Fund in order to discretely show support for activities not eligible for Countywide property tax revenue.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Local Communication Svcs Tax	315000	3,076,592	3,268,000	2,954,000	2,806,300	2,609,650	2,322,750	1,974,100	1,598,850
State Revenue Sharing	335120	5,787,966	5,649,650	6,251,000	5,938,450	6,159,800	6,389,700	6,628,150	6,875,150
Insurance Agents County	335130	19,444	65,455	56,007	53,207	53,707	54,211	54,721	55,234
Mobile Home Licenses	335140	23,792	21,698	27,500	26,125	25,669	25,223	24,785	24,355
Alcoholic Beverage Licenses	335150	136,308	98,610	121,300	115,235	118,560	121,885	125,400	129,010
Racing Tax F.S. 212.20(6)	335160	223,250	212,088	223,251	212,088	212,088	212,088	212,088	212,088
Local 1/2 Cent Sales Tax	335180	12,855,444	12,749,086	13,932,000	13,235,400	13,680,376	14,155,366	14,646,979	15,155,800
Net Incr(decr) In Fmv Of Investment	361300	6,028	-	-	-	-	-	-	-
Total Revenues		22,128,824	22,064,587	23,565,058	22,386,805	22,859,850	23,281,223	23,666,223	24,050,487
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfers	950-581	24,878,925	22,064,587	22,386,805	22,386,805	22,859,850	23,281,223	23,666,223	24,050,487
Total Appropriations		24,878,925	22,064,587	22,386,805	22,386,805	22,859,850	23,281,223	23,666,223	24,050,487
Revenues Less Appropriations		(2,750,101)	-	1,178,253	-	-	-	-	-

Note:

Increases in 1/2 Cent Sales Tax and State Shared revenue reflect an improving economy and consumer spending. Total projections for these funds are slightly above the FY 2006 pre-recession collections. However, the decrease in the Communication Services Tax estimate reflects the continued statewide trend in the decline of this revenue, as a result of a reduction in landline communications plans.

Additionally, in FY 2020, the Leon County implemented a Multi-year fiscal plan that will cumulatively provide tax and fee avoidances of \$4.6 million dollars beginning in FY 2021. FY 2020, the plan included additional funding to Solid Waste for increased costs in the recycling contract, and the elimination of the rural waste service center fees.

Leon County Fiscal Year 2020 Tentative Budget**Grants - Interest Bearing (127)**

Fund Type: Special Revenue

This fund was established independently of the reimbursement grant fund (Fund 125) in order post interest to grants as may be required by the grant contract and/or special endowment.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
DOH-Emergency Medical Services	334201	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000
DOH-State EMS Matching Grant	334202	43,071	-	-	-	-	-	-	-
Tree Bank Donations	337410	8,093	-	-	-	-	-	-	-
Friends Endowment	337716	10,612	-	-	-	-	-	-	-
Van Brunt Library Trust	337725	8,602	-	-	-	-	-	-	-
Parks And Recreation	347200	44,948	-	-	-	-	-	-	-
Pool Interest Allocation	361111	13,055	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(12,078)	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	-	-	-	-	-	-	-	-
Total Revenues		116,302	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Friends Endowment 2005	913115-571	12,162	-	-	-	-	-	-	-
Van Brunt Library Trust	913200-571	10,000	-	-	-	-	-	-	-
Tree Bank	921053-541	8,433	-	-	-	-	-	-	-
Miccosukee Community Center	921116-572	1,760	-	-	-	-	-	-	-
Woodville Community Center	921136-572	2,000	-	-	-	-	-	-	-
Ft. Braden Community Center	921146-572	9,842	-	-	-	-	-	-	-
Bradfordville Community Center	921156-572	20,717	-	-	-	-	-	-	-
Lake Jackson Community Center	921166-572	12,032	-	-	-	-	-	-	-
EMS/DOH - EMS Equipment	961045-526	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000
EMS/DOH-Matching Grant M5055	961056-526	43,155	-	-	-	-	-	-	-
Total Appropriations		120,100	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Revenues Less Appropriations		(3,798)	-	-	-	-	-	-	-

Leon County Fiscal Year 2020 Tentative Budget**9-1-1 Emergency Communications (130)**

Fund Type: Special Revenue

The 9-1-1 Emergency Communications Fund is a special revenue fund established in accordance with the Florida Emergency Telephone Act F.S.365.171. Major revenue sources of the 9-1-1 Emergency Communications Fund include proceeds from the wireless Enhanced 9-1-1 fee (50 cents/month per service subscriber) pursuant to F.S. 365.172 - 365.173 and the 9-1-1 fee (50 cents/month per service line) pursuant to F.S. 365.171(13). The fund is used to account for resources and expenditures associated with 9-1-1 emergency services within Leon County.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
State Revenue Sharing Enhanced 911 Fee	335220	357,791	504,450	442,000	419,900	432,250	445,550	458,850	472,150
State Revenue Sharing Enhanced 911 DMS	335221	853,303	773,300	890,000	845,500	871,150	896,800	924,350	951,900
Pool Interest Allocation	361111	3,660	3,040	-	-	-	-	-	-
Total Revenues		1,214,754	1,280,790	1,332,000	1,265,400	1,303,400	1,342,350	1,383,200	1,424,050
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Enhanced E-911-Administration	180-525	981,875	1,223,830	1,195,171	1,195,171	1,231,022	1,268,821	1,307,519	1,347,216
MIS Automation	470-525	-	14,725	17,994	17,994	18,143	18,294	18,446	18,599
Insurance for E-911	495-525	-	2,235	2,235	2,235	2,235	2,235	2,235	2,235
Indirect Costs - Emergency 911	499-525	5,000	40,000	50,000	50,000	52,000	53,000	55,000	56,000
Transfers	950-581	200,000	-	-	-	-	-	-	-
Total Appropriations		1,186,875	1,280,790	1,265,400	1,265,400	1,303,400	1,342,350	1,383,200	1,424,050
Revenues Less Appropriations		27,878	-	66,600	-	-	-	-	-

Note:

There is a slight decrease in revenue for this fund. Overall, the fees collected from the landlines are decreasing while the wireless phone devices are increasing.

Leon County Fiscal Year 2020 Tentative Budget**Radio Communication Systems (131)**

In accordance with F.S. 318.21(10) \$12.50 from each moving traffic violation shall be distributed and paid monthly via the Clerk of Court's fine distribution system. The fund is used to account for resources and expenditures associated with Leon County's participation in an intergovernmental radio communications programs that have been previously approved by the State of Florida, Department of Management Services. This program for Leon County is the 800 MHZ radio system.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Radio Communications Program	351600	207,902	272,650	170,300	161,785	156,940	152,190	147,630	143,260
Pool Interest Allocation	361111	1,953	3,610	-	-	-	-	-	-
Transfer From Fund 001	381001	1,435,801	1,237,633	1,485,035	1,485,035	1,535,010	1,586,243	1,501,172	1,554,856
Total Revenues		1,645,656	1,513,893	1,655,335	1,646,820	1,691,950	1,738,433	1,648,802	1,698,116
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Indirect Costs - Radio Communications	499-519	4,000	4,000	5,000	5,000	5,000	5,000	5,000	6,000
800 Mhz System Maintenance	529-519	1,650,860	1,509,893	1,641,820	1,641,820	1,686,950	1,733,433	1,643,802	1,692,116
Total Appropriations		1,654,860	1,513,893	1,646,820	1,646,820	1,691,950	1,738,433	1,648,802	1,698,116
Revenues Less Appropriations		(9,203)	-	8,515	-	-	-	-	-

Note:

Decreases in revenue and increase in expenditures have caused the general revenue transfer to increase by \$247,402 to cover the County's share of the 800 Mhz system.

Leon County Fiscal Year 2020 Tentative Budget**Municipal Services (140)**

Fund Type: Special Revenue

The Municipal Services Fund is a special revenue fund established in support of various municipal services provided in the unincorporated area of Leon County. These services include: parks and recreation, and animal control. The major revenue sources for the Municipal Services Fund are transfers from the Non-Restricted Revenue Fund (i.e. State revenue sharing, the local cent sales tax, etc.) and the Public Services Tax.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Public Service Tax - Electric	314100	6,992,525	7,566,055	7,797,000	7,407,150	7,629,365	7,858,245	8,093,992	8,336,812
Public Service Tax - Water	314300	925,689	1,014,569	1,132,041	1,075,439	1,107,702	1,083,886	1,175,160	1,210,416
Public Service Tax - Gas	314400	576,259	522,500	736,568	699,740	727,729	756,838	787,112	818,597
Public Service Tax - Fuel Oil	314700	4,691	2,850	3,800	3,610	3,610	3,610	3,610	3,610
Public Service Tax - 2% Discount	314999	(25,546)	(28,500)	(30,000)	(28,500)	(28,500)	(28,500)	(28,500)	(28,500)
DOT-Reimbursement Route 27	343913	5,690	5,689	5,741	5,741	5,856	5,973	6,092	6,214
Parks And Recreation	347200	5,697	7,030	7,400	7,030	7,030	7,125	7,220	7,220
Coe's Landing Park	347201	63,670	70,965	94,700	89,965	92,720	95,475	98,325	101,270
Probation-no Show Fees	349125	35	-	-	-	-	-	-	-
Animal Control Education	351310	297	-	-	-	-	-	-	-
Pool Interest Allocation	361111	1,935	42,085	11,300	10,735	10,842	10,951	11,060	11,170
Contributions And Donations	366000	2,559	4,750	5,263	5,000	5,000	5,000	5,000	5,000
Transfer From Fund 352	381352	-	-	375,000	375,000	500,000	500,000	500,000	500,000
Total Revenues		8,553,500	9,207,993	10,138,814	9,650,910	10,061,354	10,298,603	10,659,071	10,971,809
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Animal Control	201-562	1,374,202	1,478,951	1,602,208	1,600,104	1,640,664	1,682,741	1,726,288	1,771,361
Parks and Recreation Services	436-572	2,901,347	3,016,978	3,134,531	3,123,613	3,225,577	3,286,496	3,352,676	3,421,979
MIS Automation - Animal Control	470-562	2,882	3,723	-	-	3,416	3,445	3,474	3,504
MIS Automation - Parks and Recreation	470-572	3,850	3,185	-	-	3,801	3,825	3,849	3,873
Municipal Services - Risk	495-572	33,945	34,477	34,377	34,377	34,477	34,477	34,477	34,477
Indirect Costs - Municipal Services (Animal Control)	499-562	144,000	165,000	183,000	183,000	188,000	194,000	200,000	206,000
Indirect Costs - Municipal Services (Parks & Recreation)	499-572	525,000	510,000	637,000	637,000	656,000	676,000	696,000	717,000
Payment to City- Parks & Recreation	838-572	1,327,749	1,384,178	1,443,005	1,443,005	1,504,334	1,568,268	1,634,919	1,704,403
Transfers	950-581	1,884,547	2,596,501	2,601,789	2,601,789	2,776,152	2,819,451	2,976,433	3,077,135
Primary Health Care-Trauma Center	971-562	200,000	-	-	-	-	-	-	-
Budgeted Reserves - Municipal Service	990-599	-	15,000	15,000	28,022	28,933	29,900	30,955	32,077
Total Appropriations		8,397,522	9,207,993	9,650,910	9,650,910	10,061,354	10,298,603	10,659,071	10,971,809
Revenues Less Appropriations		155,978	-	487,904	-	-	-	-	-

Notes:

For FY 2020, Public Services Tax revenues are projected to increase a modest 1% due to a mild winter resulting in lower than normal consumption of electricity, natural gas and propane. Total projections are slightly above the FY 2006 pre-recession collections. In FY 2020 estimated revenues in this fund are anticipated to increase by \$79,965.

In addition, FY 2020 reflects the first transfer from the 2020 Sales Tax Extension Fund (352) made to supplement parks maintenance funding for park facilities constructed from proceeds of previous local government infrastructure sales tax proceeds.

A \$2.3 million transfer to the Capital Fund (Fund 305) supports the \$7.4 million general reserve transfer for capital. The remaining \$5.1 million capital transfer come from the General Fund (Fund 001).

Leon County Fiscal Year 2020 Tentative Budget**Fire Rescue Services (145)**

Fund Type: Special Revenue

The Fire Services Fund is a special revenue fund established in FY 2010 as a method to fund enhanced fire protection services in the unincorporated area of Leon County. This included adding another fire fighter at unincorporated area fire stations. The funding is derived from a fire service fee levied on single family, commercial and governmental properties in the unincorporated area of the County. Homes are charged a flat rate, and commercial and governmental properties pay per square foot. Square footage associated with the worship area of a church is excluded from the fee. In addition, the County provides support to the Volunteer Fire Departments.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Fire Service Fee	325201	5,885,726	5,291,896	5,851,906	5,559,311	5,614,904	5,671,053	5,727,764	5,785,041
Fire Service Fee	325202	2,331,519	2,379,715	2,544,065	2,416,862	2,440,889	2,465,158	2,489,669	2,514,425
Delinquent Fees	325203	22,816	-	-	-	-	-	-	-
City VFD Payment	337407	-	482,479	482,479	482,479	482,479	482,479	482,479	482,479
Pool Interest Allocation	361111	40,614	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(27,766)	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	55,000	-	-	-	-	-	-	-
Transfer From Fund 126	381126	-	-	-	-	1,600,000	1,600,000	1,600,000	1,600,000
Transfer From Fund 140	381140	51,661	-	-	-	-	-	-	-
Total Revenues		8,359,570	8,154,090	8,878,451	8,458,652	10,138,272	10,218,690	10,299,912	10,381,945
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Volunteer Fire Departments	096002-522	30,915	-	-	-	-	-	-	-
MIS Countywide	470-552	(425)	-	-	-	-	-	-	-
VFD Fire Services - Risk	495-552	23,291	-	-	-	-	-	-	-
Indirect Costs - Fire Services	499-522	28,000	25,000	31,000	31,000	32,000	33,000	34,000	35,000
Tax Collector	513-586	47,048	47,849	50,590	50,590	51,096	51,607	52,123	52,123
Fire Services Payment	838-522	2,308,886	7,554,132	7,852,738	7,852,738	7,930,401	8,008,851	8,088,095	8,168,660
Volunteer Fire Department	843-522	287,835	482,479	482,479	482,479	482,479	482,479	482,479	482,479
Transfers	950-581	-	44,630	41,845	41,845	42,296	42,753	43,215	43,683
Budgeted Reserves - Fire Services	990-599	-	-	-	-	1,600,000	1,600,000	1,600,000	1,600,000
Total Appropriations		2,725,550	8,154,090	8,458,652	8,458,652	10,138,272	10,218,690	10,299,912	10,381,945
Revenues Less Appropriations		5,634,020	-	419,799	-	-	-	-	-

Notes:

In FY 2010, the Board approved placing this assessment on the tax bill for property owners who did not pay the fee via the established billing system; however, direct billing by the City of Tallahassee is the primary source for the collection of this fee. At the May 12, 2015 meeting, the Board approved implementing the new fire service fee rates as recommended in the new fire study.

As part of the approved multi-year fiscal plan, beginning in FY 2021, \$1.6 million in general revenue from debt service savings will be transferred to the Fire Fund instead of increasing the fire fee by an inflationary rate which was projected in the last fire fee assessment study between 4% and 5%. Any increase would need to be agreed upon by the County and City of Tallahassee, as provided in the fire services interlocal agreement. By implementing the recommended multi-year fiscal plan, the projected fire fee can be maintained at its current level by setting aside \$1.6 million in recurring revenue beginning in FY 2021. The out-years budgets reflect this transfer.

Leon County Fiscal Year 2020 Tentative Budget**Tourism Development (160)**

Fund Type: Special Revenue

The Tourist Development Fund is a special revenue fund established as the repository for the collection of the 5% Local Option Tourist Development Tax on transient lodging sales in Leon County (bed tax). The Tourist Development Council administers the expenditure of these revenues, as limited by law, to tourist development initiatives. Annual reserves for contingencies are supported by available fund balance. This amount will be determined on an annual basis as part of the budget process.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Tourist Development (4 Cents)	312100	4,660,108	4,267,875	4,919,840	4,673,848	4,814,063	4,958,485	5,107,240	5,260,457
Tourist Development (1 Cent)	312110	1,165,022	1,422,625	1,229,960	1,168,462	1,203,516	1,239,622	1,276,810	1,315,114
Pool Interest Allocation	361111	107,011	52,250	108,000	102,600	103,626	104,662	105,709	106,767
Net Incr(decr) In Fmv Of Investment	361300	(90,341)	-	-	-	-	-	-	-
Tax Collector F.S. 125.315	361320	6,981	-	-	-	-	-	-	-
Rents And Royalties	362000	-	10,200	-	-	-	-	-	-
Merchandise Sales	365000	3,686	3,200	3,825	3,634	3,743	3,855	3,971	4,091
Special Event Grant Reimbursements	366500	14,000	12,500	12,500	12,500	12,750	13,005	13,265	13,530
Other Contributions	366930	45	-	2,400	2,400	2,400	2,400	2,400	2,400
Other Miscellaneous Revenue	369900	137,244	94,341	76,316	72,500	75,401	78,417	81,554	84,816
Appropriated Fund Balance	399900	-	720,000	414,525	414,525	357,452	301,084	416,422	304,393
Total Revenues		6,003,755	6,582,991	6,767,366	6,450,469	6,572,951	6,701,530	7,007,371	7,091,568
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Tourism Development Building	086065-552	74,484	100,000	-	-	-	-	-	-
Administration	301-552	520,743	524,785	609,182	608,237	616,512	628,114	640,157	652,664
Advertising	302-552	1,450,762	1,566,473	1,616,473	1,616,473	1,666,473	1,716,473	1,766,473	1,766,473
Marketing	303-552	1,462,076	1,688,050	1,944,892	2,008,111	2,026,209	2,045,025	2,064,580	2,084,910
Special Projects	304-552	641,495	615,000	730,000	765,000	765,000	765,000	765,000	765,000
MIS Automation - Tourism	470-552	11,170	11,250	7,822	7,822	7,877	7,932	7,987	8,043
Development									
Tourism Development - Risk	495-552	7,306	7,538	5,364	5,364	5,364	5,364	5,364	5,364
Indirect Costs - Tourism Development	499-552	273,000	235,000	221,000	221,000	232,000	244,000	256,000	269,000
Council on Culture & Arts (COCA)	888-573	875,814	1,422,625	1,168,462	1,168,462	1,203,516	1,239,622	1,276,810	1,315,114
Transfers	950-581	14,500	362,270	-	-	-	-	175,000	175,000
Budgeted Reserves - Tourism	990-599	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Development									
Total Appropriations		5,331,350	6,582,991	6,353,195	6,450,469	6,572,951	6,701,530	7,007,371	7,091,568
Revenues Less Appropriations		672,406	-	414,171	-	-	-	-	-

Notes:

Estimated revenue per penny is anticipated to increase from \$1,138,000 per penny in FY 2019 to \$1,168,485 in FY 2020. In addition, in FY 2020, the Board approved the reallocation of the 1/4 Cent (\$292,000) previously allocated to the Council on Culture and Arts (COCA) as follows: \$200,000 for the Legacy Event Grant program which will bring the total budget for the Legacy Grant Program to \$300,000; and \$92,000 for the Concert Series at the Capital City Amphitheater to bring the total concert series budget to \$250,000.

Leon County Fiscal Year 2020 Tentative Budget**County Accepted Roadways and Drainage Systems Program (162)**

Fund Type: Special Revenue

The County Accepted Roadways and Drainage Systems Program (CARDS)) Fund is a special revenue fund established to account for the repayment of special assessments associated with the County's CARDS program (formerly the 2/3 2/3's paving program). The revenue received into this fund is collected as a non ad valorem special assessment on the annual tax bill. These revenues are repaying the County for loans utilized to construct special assessment paving projects. The revenues are annually transferred to the General Fund (001).

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	4,090	5,890	2,200	2,090	2,111	2,132	2,153	2,175
Other Interest Earnings	361390	25,623	17,100	19,100	18,145	14,250	11,400	8,740	5,985
Special Assessments	363000	168,587	103,550	113,900	108,205	92,720	85,215	87,875	83,600
Total Revenues		198,300	126,540	135,200	128,440	109,081	98,747	98,768	91,760
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Tax Collector	513-586	3,262	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Transfers	950-581	739,852	121,040	122,940	122,940	103,581	93,247	93,268	86,260
Total Appropriations		743,114	126,540	128,440	128,440	109,081	98,747	98,768	91,760
Revenues Less Appropriations		(544,814)	-	6,760	-	-	-	-	-

Notes:

This fund continues to see a decline in revenue as previous special assessments are paid in full and the lack of new assessments being levied in recent years due to a decline in projects.

Leon County Fiscal Year 2020 Tentative Budget**Special Assessment - Killearn Lakes Units I and II Sewer (164)**

Fund Type: Special Revenue

This Special Assessment Fund was established to account for revenues and expenditures associated with of the special assessment levied on property owners in Killearn Lakes Units I and II to pay for the costs associated with maintaining the new City of Tallahassee sewer service distribution system completed in October 2006. The assessment is collected and remitted to the City of Tallahassee in accordance with an interlocal agreement with the City of Tallahassee. The charge levied to each parcel within Units I and II is \$179.43.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	3,293	-	-	-	-	-	-	-
Special Assessment - Killearn Lakes Sewer	363230	224,992	237,500	250,000	237,500	237,500	237,500	237,500	237,500
Total Revenues		228,285	237,500	250,000	237,500	237,500	237,500	237,500	237,500
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Tax Collector	513-586	4,497	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Sewer Services Killearn Lakes Units I and II	838-535	220,495	232,500	232,500	232,500	232,500	232,500	232,500	232,500
Total Appropriations		224,992	237,500	237,500	237,500	237,500	237,500	237,500	237,500
Revenues Less Appropriations		3,293	-	12,500	-	-	-	-	-

Leon County Fiscal Year 2020 Tentative Budget**County Government Annex (165)**

Fund Type: Special Revenue

On June 26, 2003, the Board of County Commissioners purchased the County Government Annex on Calhoun Street. The operating fund will be used to facilitate and account for the ongoing operations of this building. Revenues associated with this fund are primarily be generated by leases associated with the tenants of the building. Expenses associated with this fund are comprised of necessities required in the upkeep, maintenance, and management of the facility. A portion of the revenue from this fund is transferred to the associated debt service fund to pay the existing debt service for the bonds issued to purchase the building, which will be paid in full by FY 2020.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Parking Facilities	344500	74,735	181,639	189,773	180,284	181,614	174,812	138,997	120,013
Pool Interest Allocation	361111	18,628	30,000	22,300	21,185	21,397	21,611	21,826	22,045
Net Incr(decr) In Fmv Of Investment	361300	(14,722)	-	-	-	-	-	-	-
Rents And Royalties	362000	1,654,970	1,596,903	1,787,327	1,697,961	1,665,318	1,312,334	1,334,636	1,081,791
Appropriated Fund Balance	399900	-	-	150,000	150,000	-	-	-	-
Total Revenues		1,733,611	1,808,542	2,149,400	2,049,430	1,868,329	1,508,757	1,495,459	1,223,849
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
County Government Annex	086025-519	727,796	250,000	250,000	250,000	250,000	275,000	610,000	325,000
County Government Annex	154-519	343,627	462,201	495,142	495,142	506,647	518,768	527,940	537,411
County Government Annex - Risk	495-519	40,092	39,594	39,594	39,594	39,594	39,594	39,594	39,594
Indirect Costs - County Government Annex	499-519	24,000	24,000	24,000	24,000	25,000	25,000	26,000	27,000
Transfers	950-581	549,729	1,032,747	1,240,694	1,240,694	286,173	289,035	291,925	294,844
Budgeted Reserves - BOA Building (Operating)	990-599	-	-	-	-	760,915	361,360	-	-
Total Appropriations		1,685,244	1,808,542	2,049,430	2,049,430	1,868,329	1,508,757	1,495,459	1,223,849
Revenues Less Appropriations		48,366	-	99,970	-	-	-	-	-

Notes:

Funding is allocated for renovations, mechanical and electrical upgrades and safety improvements at the Leon County Courthouse Annex. Improvements include design for air handling unit (AHU) replacement on the 6th floor, refresh/update landscaping of property, and general building maintenance and repairs. Specific project details are located in the Capital Improvements Project Section.

In addition, for FY 2020, fund balance is being appropriated for transfer to the associated debt service fund (211) to pay the remaining debt service for the bonds issued to purchase the building. Out year transfers reflect utility payments to the General Fund (001).

Leon County Fiscal Year 2020 Tentative Budget**Huntington Oaks Plaza (166)**

Fund Type: Special Revenue

This fund was established to maintain accounting for the maintenance of the Huntington Oaks Plaza purchased by the County in FY10 for the expansion of the Lake Jackson store front library and the construction of a community center. Revenue from this fund is derived from lease payments from space rentals for use in maintaining the property.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	4,857	-	-	-	-	-	-	-
Rents And Royalties	362000	124,629	113,357	112,622	106,991	88,055	77,932	70,788	41,888
Appropriated Fund Balance	399900	-	-	-	-	19,295	29,575	37,881	66,948
Total Revenues		129,486	113,357	112,622	106,991	107,350	107,507	108,669	108,836
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Huntington Oaks Plaza Bldg Improvement	083002-519	100,495	-	-	-	-	-	-	-
Huntington Oaks Plaza Operating	155-519	77,211	94,901	86,535	86,535	86,894	87,051	87,213	87,380
Huntington Oaks - Risk	495-519	12,622	12,456	12,456	12,456	12,456	12,456	12,456	12,456
Indirect Costs - Huntington Oaks Plaza	499-519	5,000	6,000	8,000	8,000	8,000	8,000	9,000	9,000
Total Appropriations		195,328	113,357	106,991	106,991	107,350	107,507	108,669	108,836
Revenues Less Appropriations		(65,842)	-	5,631	-	-	-	-	-

Notes:

Due to the termination of some leases, FY 2020 reflects a slight decline in anticipated rents and royalties from FY 2019. Further out year declines are based on the expiration of current leasing agreements. The use of available fund balance is programmed for the out years beginning in FY 2021. It is anticipated that continued marketing efforts by the County will increase occupancy of available lease space.

Leon County Fiscal Year 2020 Tentative Budget**Bond Series 2012A & 2012B (211)**

Fund Type: Debt Service

The Bond Series 2012A & 2012B Fund is a debt service fund established to account for the debt service associated with the Capital Improvement Revenue Bonds Series 2012A (Tax Exempt) and 2012B (Taxable). These bonds were issued to fund the acquisition of the Bank of America building and for major repairs and renovations to the existing County Courthouse facility. (This fund was changed from Bond Series 2003A & 2003B due to refinancing of the Bond with a bank loan in 2012).

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfer From Fund 126	381126	6,640,146	6,298,596	6,119,519	6,119,519	-	-	-	-
Transfer From Fund 165	381165	435,900	777,052	957,354	957,354	-	-	-	-
Appropriated Fund Balance	399900	-	3,369	-	-	-	-	-	-
Total Revenues		7,076,046	7,079,017	7,076,873	7,076,873	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Bond Series 2012A (Tax Exempt)	975-582	136,027	1,441,706	7,076,873	7,076,873	-	-	-	-
Bond Series 2012B (Taxable)	976-582	6,938,420	5,637,311	-	-	-	-	-	-
Total Appropriations		7,074,446	7,079,017	7,076,873	7,076,873	-	-	-	-
Revenues Less Appropriations		1,600	-	-	-	-	-	-	-

Notes:

This bank loan will be fully paid by year-end FY 2020.

Leon County Fiscal Year 2020 Tentative Budget**ESCO Lease (221)**

Fund Type: Debt Service

The ESCO Lease Fund is a debt service fund established to account for the debt service associated with the obligations relating to the County's Energy Performance Contract with Energy Systems Group. This lease was entered into to fund the acquisition of various facility improvement measures including lighting upgrades, HVAC systems, an energy management system and water/sewer improvements. These energy efficiency improvements will offset the cost of the lease. Energy Systems Group will pay any balance on the lease not offset by these energy cost savings.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfer From Fund 001	381001	484,514	-	-	-	-	-	-	-
Total Revenues		484,514	-	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
ESCO Lease	977-582	484,514	-	-	-	-	-	-	-
Total Appropriations		484,514	-	-	-	-	-	-	-
Revenues Less Appropriations		1	-	-	-	-	-	-	-

Notes:

This fund is closed.

Leon County Fiscal Year 2020 Tentative Budget**2017 Capital Improvement Revenue Refinancing (222)**

Fund Type: Debt Service

The Debt Series 2014 Fund is a debt service fund established to account for the debt service associated with the refinancing of the non taxable portion of the Capital Improvement Revenue Refunding Bond Series 2005 with a bank loan. The original bond was issued to fully refund the Parks and Recreation Bond Series 1998A, a portion of the Stormwater Bond Series 1997 and a portion of the Capital Improvement Revenue Bond Series 1999. The remaining taxable portion of this bond is accounted for in Fund 220.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfer From Fund 126	381126	496,785	493,071	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Appropriated Fund Balance	399900	-	3,230	-	-	-	-	-	-
Total Revenues		496,785	496,301	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
2014 Debt Series	979-582	493,139	496,301	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Total Appropriations		493,139	496,301	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Revenues Less Appropriations		3,646	-	-	-	-	-	-	-

Notes:

At the April 26, 2017 workshop, the Board approved the refinancing of a FY 2014 bank loan which saved \$489,075 over the life of the loan. The increased payment in FY 2021 reflects increased principle payments on the loan.

Leon County Fiscal Year 2020 Tentative Budget**Capital Improvements (305)****Fund Type: Capital Projects**

The Capital Improvements Fund is a capital project fund established in support of the County's Capital Improvement Program. A major revenue source of the Capital Improvement Fund is a transfer from general revenue dollars. The fund is used to account for resources and expenditures associated with the acquisition or construction of major non-transportation related capital facilities and/or projects other than those financed by Proprietary Funds.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	354,982	403,266	549,800	522,310	527,533	532,808	538,137	543,519
Net Incr(decr) In Fmv Of Investment	361300	(360,098)	-	-	-	-	-	-	-
Gain (loss) On Sale Land	364300	39,500	-	-	-	-	-	-	-
Transfer From Fund 001	381001	3,420,236	2,706,624	5,107,194	5,107,194	4,412,482	6,444,656	6,633,528	6,708,125
Transfer From Fund 110	381110	1,919,320	-	-	-	-	-	-	-
Transfer From Fund 120	381120	85,736	-	350,000	350,000	100,000	100,000	100,000	100,000
Transfer From Fund 123	381123	1,150,000	-	-	-	-	-	-	-
Transfer From Fund 125	381125	500,000	-	-	-	-	-	-	-
Transfer From Fund 126	381126	3,000,000	-	-	-	-	-	-	-
Transfer From Fund 140	381140	1,729,764	2,293,376	2,285,764	2,285,764	2,456,646	2,496,360	2,649,649	2,746,547
Transfer From Fund 160	381160	-	350,000	-	-	-	-	175,000	175,000
Transfer From Fund 162	381162	594,821	-	-	-	-	-	-	-
Transfer From Fund 352	381352	-	-	1,593,750	1,593,750	2,125,000	2,125,000	-	-
Transfer From Fund 501	381501	1,100,000	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	5,705,635	-	-	-	-	-	-
Total Revenues		13,534,261	11,458,901	9,886,508	9,859,018	9,621,661	11,698,824	10,096,314	10,273,191

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
General Vehicle & Equipment Replacement	026003-519	253,567	227,000	246,000	246,000	531,000	540,000	466,000	525,000
Stormwater Vehicle and Equipment	026004-519	43,155	-	-	-	-	-	-	-
Stormwater Vehicle & Equipment Replacement	026004-538	96,778	203,000	267,000	267,000	393,000	1,015,000	528,000	673,000
Fleet Management Shop Equipment	026010-519	49,973	25,000	-	-	-	35,000	-	30,000
General Government New Vehicle Requests	026018-519	25,719	-	52,000	52,000	-	-	-	-
New Stormwater Vehicle & Equipment	026020-538	-	62,383	-	-	-	-	-	-
Helicopter for Sheriff's Office	026023-521	-	-	130,000	130,000	130,000	130,000	130,000	130,000
Woodville Community Park	041002-572	171,155	-	-	-	-	-	-	-
J. Lee Vause Park	043001-572	30,551	-	130,000	130,000	-	-	-	-
Okeehoopkee Prairie Park	043008-572	18,660	-	-	-	-	-	-	-
Northeast Community Park	044001-572	18,215	-	-	-	-	-	-	-
Apalachee Regional Park	045001-572	193,870	850,000	193,405	193,405	-	250,000	100,000	500,000
J.R. Alford Greenway	045004-572	30,000	-	-	-	-	-	-	-
Pedrick Road Pond Walking Trail	045007-572	9,818	-	-	-	-	-	-	-
Parks Capital Maintenance	046001-572	185,569	325,000	350,000	350,000	350,000	350,000	350,000	350,000
Playground Equipment Replacement	046006-572	106,702	-	175,000	175,000	-	150,000	-	150,000
New Vehicles and Equipment for Parks/Greenways	046007-572	155,254	82,800	-	-	53,750	-	-	-
Greenways Capital Maintenance	046009-572	218,950	350,000	150,000	150,000	250,000	250,000	250,000	250,000
Dog Parks - Unincorporated Area	046013-572	-	30,000	30,000	30,000	-	-	-	-
Chaires Park	046014-572	-	-	800,000	800,000	-	-	-	-
St. Marks Headwaters Greenways	047001-572	7,650	-	-	-	-	-	-	-
Boat Landing Improvements and Renovations	047002-572	23,165	125,000	-	-	-	-	-	-
N. Florida Fairgrounds Milling and Resurfacing	051009-541	-	-	-	-	220,000	-	-	-
Stormwater and Transportation Improvements	056010-541	80,128	-	-	-	-	-	-	-
Street Lights Placement in Unincorporated Areas	057013-541	37,066	125,000	-	-	-	-	-	-
2/3rds Tower Oaks Private Road Paving	057917-541	14,673	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer	062007-535	7,424	-	-	-	-	-	-	-
Faulk Drive Pond Sediment Removal	063010-538	16,409	-	-	-	-	-	-	-

Leon County Fiscal Year 2020 Tentative Budget**Capital Improvements (305)**

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Stormwater Structure Inventory and Mapping	066003-538	599,496	-	-	-	-	-	-	-
TMDL Compliance Activities	066004-538	10,000	-	-	-	-	-	-	-
Stormwater Pond Repairs	066026-538	33,800	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Stormwater Infrastructure Preventative Maintenance	067006-538	8,621	300,000	-	-	-	-	-	-
Financial Hardware and Software	076001-519	132,686	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Data Wiring	076003-519	22,644	-	-	-	-	-	-	-
Supervisor of Elections Technology	076005-519	59,280	69,600	86,150	86,150	50,000	50,000	50,000	50,000
County Compute Infrastructure	076008-519	605,671	550,000	550,000	550,000	550,000	550,000	550,000	550,000
Geographic Information Systems	076009-539	426,738	188,280	188,280	188,280	188,280	188,280	188,280	188,280
Library Services Technology	076011-571	15,146	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Permit & Enforcement Tracking System	076015-537	29,716	150,000	450,000	450,000	250,000	250,000	250,000	250,000
Courtroom Technology	076023-519	46,807	132,000	-	-	133,820	133,820	133,820	133,820
User Computer Upgrades	076024-519	296,504	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Mobile Devices	076042-519	32,221	25,000	25,000	25,000	25,000	25,000	25,000	25,000
State Attorney Technology	076047-519	68,254	110,900	-	110,900	110,900	110,900	110,900	110,900
State Attorney Technology	076047-713	-	-	110,900	-	-	-	-	-
Public Defender Technology	076051-519	24,288	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Geographic Information Systems Incremental Basemap Update	076060-539	298,500	298,500	298,500	298,500	298,500	298,500	298,500	298,500
Records Management	076061-519	44,131	-	-	-	-	-	-	-
E-Filing System for Court Documents	076063-519	-	-	-	-	125,000	125,000	-	-
Huntington Oaks Plaza Renovations	083002-519	36,727	-	-	-	-	-	-	-
Courtroom Minor Renovations	086007-519	66,889	80,000	60,000	60,000	60,000	60,000	60,000	60,000
Architectural & Engineering Services	086011-519	51,266	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Courthouse Security	086016-519	19,190	35,000	35,000	35,000	40,000	20,000	35,000	20,000
Common Area Furnishings	086017-519	35,716	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Courthouse Renovations	086027-519	85,939	653,790	373,579	373,579	40,000	40,000	40,000	40,000
Jail Complex Maintenance	086031-523	2,478,872	2,894,953	1,713,500	1,713,500	2,020,000	1,167,900	1,720,000	1,350,000
Main Library Improvements	086053-571	38,809	-	-	-	-	-	-	-
Medical Examiner Facility	086067-527	1,312,969	332,597	-	-	-	-	-	-
Lake Jackson Town Center Sense of Place	086068-519	10,415	-	-	-	-	-	-	-
Fleet Management Shop Improvements	086071-519	11,242	-	-	-	-	-	-	-
Building Roofing Repairs and Replacements	086076-519	38,050	300,000	889,827	889,827	650,000	900,000	575,000	325,000
Building Mechanical Repairs and Replacements	086077-519	482,782	867,651	935,334	935,334	271,000	371,000	549,000	481,000
Building Infrastructure Improvements	086078-519	550,701	1,143,447	544,425	544,425	1,502,747	865,934	915,934	644,285
Building General Maintenance and Renovations	086079-519	138,354	225,000	410,118	410,118	220,000	130,000	95,000	70,000
Solar Arrays on County Buildings	086081-519	-	-	50,000	50,000	50,000	50,000	50,000	50,000
Serenity Cemetery Expansion	091002-519	-	-	-	-	100,000	-	-	-
Public Safety Complex	096016-525	-	-	-	-	100,000	100,000	100,000	100,000
Public Safety Complex	096016-529	37,203	50,000	-	-	125,000	200,000	200,000	200,000
Voting Equipment Replacement	096028-513	84,268	32,000	-	-	50,000	-	-	-

Leon County Fiscal Year 2020 Tentative Budget**Capital Improvements (305)**

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Capital Improvements	990-599	-	-	-	-	118,664	2,727,490	1,710,880	2,103,406
Total Appropriations		10,028,350	11,458,901	9,859,018	9,859,018	9,621,661	11,698,824	10,096,314	10,273,191
Revenues Less Appropriations		3,505,911	-	27,490	-	-	-	-	-

Notes:

The FY 2020 – FY 2024 Capital Improvement Plan is primarily focused on maintaining the County's infrastructure of buildings, roads, stormwater system, parks and fleet. During the recession, the recurring general revenue transfer to the capital program was reduced to \$0. However, through the annual budget processes, the transfer was gradually increased to \$5.0 million by FY 2019. The Tentative FY 2020 budget increases the transfer to \$7.4 million. Out years reflect the transfer of recurring general revenue to fund capital projects increasing to \$9.4 million by FY 2024.

For FY 2020, funding is allocated for building maintenance and repairs, including \$1.7 million for the Detention Center, \$800,000 for the completing Chaires Park ballfield, new and replacement vehicles and information technology infrastructure projects. The out-years reflect reserves set aside for repayment from sales tax funds of sewer grant match funding, and unforeseen building infrastructure maintenance and repairs, including the Courthouse and Detention Center.

The FY 2020 – FY 2024 Capital Improvement Plan includes the refunding of \$6.5 million in advanced payments of water quality sewer projects from the 2020 Sales Tax Extension that was allocated as match for state sewer grants.

Leon County Fiscal Year 2020 Tentative Budget**Transportation Improvements (306)**

Fund Type: Capital Projects

The Transportation Improvement Fund is a capital project fund established to account for transportation related capital projects. Major revenue sources for the Transportation Improvement Fund include proceeds from local and state gas taxes from the Transportation Trust Fund (106). Leon County imposes a total of twelve cents in gas taxes.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	126,060	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(121,203)	-	-	-	-	-	-	-
Transfer From Fund 106	381106	4,220,285	3,344,845	1,758,708	1,758,708	6,545,273	3,744,935	3,451,595	3,493,255
Appropriated Fund Balance	399900	-	-	2,100,000	2,100,000	-	-	-	-
Total Revenues		4,225,142	3,344,845	3,858,708	3,858,708	6,545,273	3,744,935	3,451,595	3,493,255
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Public Works Vehicle & Equipment Replacement	026005-541	562,911	845,000	429,000	429,000	1,260,000	734,000	750,000	750,000
Arterial & Collector Roads Pavement Markings	026015-541	102,586	135,200	135,200	135,200	135,200	135,200	135,200	135,200
New Public Works Vehicles & Equipment	026022-541	446,697	-	-	-	-	-	-	-
Old Bainbridge Road Safety Improvements	053007-541	-	100,000	-	-	-	-	-	-
Baum Road Drainage Improvement	054011-541	-	155,000	-	-	750,000	-	-	-
Stormwater and Transportation Improvements	056010-541	80,000	500,000	1,620,000	1,620,000	674,500	850,000	500,000	500,000
Public Works Design and Engineering Services	056011-541	40,754	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Sidewalk Program	056013-541	930,115	1,509,645	547,408	547,408	586,073	1,625,735	1,666,395	1,708,055
Intersection & Safety Improvements	057001-541	-	-	345,850	345,850	-	-	-	-
Maylor Road Stormwater Improvements	065005-538	-	-	481,250	481,250	2,739,500	-	-	-
Stormwater Infrastructure Preventative Maintenance	067006-538	-	-	200,000	200,000	300,000	300,000	300,000	300,000
Total Appropriations		2,163,064	3,344,845	3,858,708	3,858,708	6,545,273	3,744,935	3,451,595	3,493,255
Revenues Less Appropriations		2,062,078	-	-	-	-	-	-	-

Notes:

As recommended in the Multi-year fiscal plan approved at the April 23, 2019 Budget Workshop, the gas tax funding traditionally split 50/50 for sidewalk projects and general transportation maintenance be reallocated for two years to fix chronic flooding problems on county roads in FY 2020 and FY 2021. The fiscal plan recommends \$1.0 million in FY 2020 and \$3.414 million in FY 2021 for transportation flood relief projects. This funding will be used to fund stormwater and transportation improvements to Raymond Tucker Road/Pheasant Run, and Maylor Road.

In addition, as part of the FY 2019 budget process, \$2.0 million in available gas tax funds was appropriated to support transportation capital projects. The FY 2020 capital program contemplates using these reserves.

Leon County Fiscal Year 2020 Tentative Budget**Sales Tax (308)**

Fund Type: Capital Projects

The Local Option Sales Tax Fund is a capital project fund established in accordance with a 1989 county-wide referendum, and is used to account for resources and expenditures associated with the construction of transportation and jail facility related projects. The Local Government Infrastructure Surtax includes proceeds from a One-Cent Sales Tax on all transactions up to \$5,000. Pursuant to an interlocal agreement with the City of Tallahassee, the revenue generated by the tax will be split between the County and the City. The County's share of the proceeds is equal to 52.84%, and the City's share is equal to 47.16%. The 1989 referendum approved the sales tax levy for a period of fifteen years; however, through a county-wide referendum passed in November 2000, the sales tax was extended for an additional fifteen years (Note: the extended sales tax is accounted for in Fund 309).

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	68,689	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(55,466)	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	-	300,000	300,000	-	-	-	-
Total Revenues		13,223	-	300,000	300,000	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Intersection & Safety Improvements	057001-541	74,828	-	-	-	-	-	-	-
Jail Complex Maintenance	086031-523	-	-	300,000	300,000	-	-	-	-
Total Appropriations		74,828	-	300,000	300,000	-	-	-	-
Revenues Less Appropriations		(61,605)	-	-	-	-	-	-	-

Notes:

The available fund balance of \$300,000 remaining in this fund will be used to support capital improvement projects at the Detention Center.

Leon County Fiscal Year 2020 Tentative Budget**Sales Tax - Extension (309)**

Fund Type: Capital Projects

In November of 2000, Leon County residents approved a referendum extending the imposition of the 1 Cent Local Option Sales Tax beginning in FY 2004 for 15 years. The extension commits 80% of the revenues to Blueprint 2000 projects and will be jointly administered and funded by Leon County and the City of Tallahassee. The remaining 20% will be split evenly between the County and the City. The County's share will be used for various road, stormwater and park improvements. The Blueprint 2000 Joint Participation Agreement Revenue supports County projects funded through the County's share of the \$50 million water quality/flooding funding.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
1 Cent Sales Tax	312600	4,292,858	4,325,350	1,194,000	1,134,300	-	-	-	-
BP2000 JPA Revenue	343916	817,352	350,000	-	-	1,600,000	-	-	-
Pool Interest Allocation	361111	57,556	20,000	76,100	72,295	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(38,069)	-	-	-	-	-	-	-
Total Revenues		5,129,696	4,695,350	1,270,100	1,206,595	1,600,000	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Open Graded Cold Mix Stabilization	026006-541	266,669	600,000	-	-	-	-	-	-
Fred George Park	043007-572	31,704	-	-	-	-	-	-	-
Apalachee Regional Park	045001-572	-	-	1,206,595	1,206,595	-	-	-	-
Arterial/Collector Resurfacing	056001-541	5,703,501	3,320,350	-	-	-	-	-	-
Community Safety & Mobility	056005-541	305,045	425,000	-	-	-	-	-	-
Lake Henrietta Renovation	061001-538	-	350,000	-	-	-	-	-	-
NWFWMD Grant-Woodside Heights	061002-535	8,229	-	-	-	-	-	-	-
Woodside Heights FDEP Grant	061003-535	44,330	-	-	-	-	-	-	-
Lexington Pond Retrofit	063005-538	233,205	-	-	-	1,600,000	-	-	-
Killearn Lakes Plantation Stormwater	064006-538	42,415	-	-	-	-	-	-	-
Total Appropriations		6,635,097	4,695,350	1,206,595	1,206,595	1,600,000	-	-	-
Revenues Less Appropriations		(1,505,401)	-	63,505	-	-	-	-	-

Notes:

The current 1 Cent Local Option Sales Tax expires in 2019. In November 4, 2014, Leon County residents approved a ballot initiative to extend the sales tax for another 20 years until 2039. Two new funds, 351 & 352 have been established for the new sales tax revenue beginning in FY 2020 to account for the projects that are programmed for the sales tax extension.

The remaining sales tax extension funds will provide additional funding for the improvements to Apalachee Regional Park the construction of the cross-country course pavilion, restrooms, stage and finish line in anticipation of hosting the NCAA Cross Country Championship in FY 2021. Additionally, funding from the remaining County share of the Blueprint water quality funding will be used for the Lexington Pond water quality improvement projects in FY 2021.

Leon County Fiscal Year 2020 Tentative Budget**Bond Series 2003A & 2003B Construction (311)**

Fund Type: Capital Projects

The Bond Series 2003A & 2003B Construction Fund is a capital project fund established by proceeds from the 2003 Series A and B Capital Improvement Revenue Bonds. The fund is used to account for resources and expenditures associated with the acquisition, repair, and renovation of the Bank of America property as well as the renovations and repair of the existing Courthouse facility.

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Bldg Infrastructure Improvements	086078-519	7,038	-	-	-	-	-	-	-
Total Appropriations		7,038	-	-	-	-	-	-	-
Revenues Less Appropriations		(7,038)	-	-	-	-	-	-	-

Note:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget**Bond Series 1999 Construction (318)**

Fund Type: Capital Projects

The Bond Series 1999 Construction Fund is a capital project fund established by proceeds from the Series 1999 Capital Improvement Revenue Bond. The fund is used to account for resources and expenditures associated with stormwater and lake projects including: Lafayette Oaks, Lake Munson Restoration, Killlearn Acres, Lake Charles, Cynthia Drive, Lexington Regional SWMF, Rhoden Cove, and Munson Slough. In addition, the bond issued includes funding for a Courthouse Annex. Additional bond proceeds have been identified for other facility improvements.

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Courthouse Renovations	086027-519	50,308	-	-	-	-	-	-	-
Total Appropriations		50,308	-	-	-	-	-	-	-
Revenues Less Appropriations		(50,308)	-	-	-	-	-	-	-

Note:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget**ESCO Capital Projects (321)**

Fund Type: Capital Projects

The ESCO Capital Projects Fund is a capital project fund established in support of the County's capital improvement program. Major revenue sources of the Capital Improvement Fund include the guaranteed savings in utility costs per the County's agreement with Progress Energy. This fund is used to account for the resources and expenditures associated with acquisition or construction of major facilities improvements relating to the County's Energy Performance Contract.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	175	-	-	-	-	-	-	-
Total Revenues		175	-	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Courthouse Renovations	086027-519	20,385	-	-	-	-	-	-	-
Total Appropriations		20,385	-	-	-	-	-	-	-
Revenues Less Appropriations		(20,210)	-	-	-	-	-	-	-

Notes:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget**9-1-1 Capital Projects (330)**

Fund Type: Capital Projects

The 9-1-1 Capital Projects Fund was established to support of the capital needs of the emergency communications system. Major revenue sources of the Emergency Communications Fund include proceeds transferred from the 9-1-1 Emergency Communications Fund which includes: wireless Enhanced 9-1-1 fee (50 cents/month per service subscriber) pursuant to F.S. 365.172 - 365.173; and the 9-1-1 fee (50 cents/month per service line) pursuant to F.S. 365.171(13). The fund is used to account for resources and expenditures associated with capital projects related to the provision of 9-1-1 emergency services.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	56,745	80,655	102,500	97,375	98,349	99,332	100,326	101,329
Net Incr(decr) In Fmv Of Investment	361300	(49,148)	-	-	-	-	-	-	-
Transfer From Fund 130	381130	200,000	-	-	-	-	-	-	-
Total Revenues		207,597	80,655	102,500	97,375	98,349	99,332	100,326	101,329
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
911 Capital Projects	990-599	-	80,655	97,375	97,375	98,349	99,332	100,326	101,329
Total Appropriations		-	80,655	97,375	97,375	98,349	99,332	100,326	101,329
Revenues Less Appropriations		207,597	-	5,125	-	-	-	-	-

Notes:

Revenues are collected in the operating fund (Fund 130). Funds not utilized for operating the E 9-1-1 System are transferred to the capital fund for future expenditure on capital upgrades at year end.

Leon County Fiscal Year 2020 Tentative Budget**Impact Fee - Countywide Road District (341)**

Fund Type: Capital Projects

The Impact Fee - Countywide Road District Fund was established in support of the capital needs for road improvements associated with new development. Major revenue sources of the Countywide Road District Fund included proceeds from impact fees levied upon developers by the Board of County Commissioners. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	2,266	-	-	-	-	-	-	-
Total Revenues		2,266	-	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
North Monroe Turn Lane	053003-541	37,972	-	-	-	-	-	-	-
Total Appropriations		37,972	-	-	-	-	-	-	-
Revenues Less Appropriations		(35,706)	-	-	-	-	-	-	-

Notes:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget**Impact Fee - Northwest Urban Collector (343)**

Fund Type: Capital Projects

The Impact Fee - Northwest Urban Collector Fund was established to support the capital needs related to road improvements needed to accommodate new developments. Major revenue sources of the NW Urban Collector Fund include proceeds from impact fees levied upon developers in the corresponding quadrant of the County. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects in the NW quadrant of the County.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	1,051	-	-	-	-	-	-	-
Total Revenues		1,051	-	-	-	-	-	-	-
Revenues Less Appropriations		1,051	-	-	-	-	-	-	-

Notes:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget**Impact Fee - Southeast Urban Collector (344)**

Fund Type: Capital Projects

The Impact Fee - Southeast Urban Collector Fund was established to support the capital needs related to road improvements needed to accommodate new developments. Major revenue sources of the SE Urban Collector Fund include proceeds from impact fees levied upon developers in the corresponding quadrant of the County. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects in the SE quadrant of the County.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	1,476	-	-	-	-	-	-	-
Total Revenues		1,476	-	-	-	-	-	-	-
Revenues Less Appropriations		1,476	-	-	-	-	-	-	-

Notes:

This fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget**Sales Tax - Extension 2020 (351)**

Fund Type: Capital Projects

In November of 2014, Leon County residents approved a referendum providing a second extension of the 1998 imposed 1-Cent Local Option Sales Tax beginning in FY 2020 for 20 years. The extension commits 80% of the revenues for Blueprint 2020 infrastructure projects, Blueprint 2020 Economic Development Programs, and Liveable Infrastructure For Everyone (L.I.F.E.) projects. The remaining 20% will be split evenly between the County and the City. The County's 10% share, accounted for in the fund, will be used for transportation resurfacing and intersection improvement projects and other statutorily authorized uses approved by the County Commission.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
1 Cent Sales Tax	312600	-	-	3,582,000	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950
Total Revenues		-	-	3,582,000	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Open Graded Cold Mix Main/Resurfacing	026006-541	-	-	600,000	600,000	600,000	600,000	600,000	600,000
Arterial/Collect/Local Road Resurfacing	056001-541	-	-	2,802,900	2,802,900	3,574,000	3,667,100	3,762,100	3,859,950
Intersection and Safety Improvement	057001-541	-	-	-	-	500,000	500,000	500,000	500,000
Total Appropriations		-	-	3,402,900	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950
Revenues Less Appropriations		-	-	179,100	-	-	-	-	-

Notes:

In November 4, 2014, Leon County residents approved a ballot initiative to extend the current 1-Cent Local Option Sales Tax for another 20 years until 2039. This fund has been established for the County's 10% share of the new sales tax revenue For FY 2020, funding is allocated for Open Graded Cold Mix resurfacing and arterial and collector road resurfacing.

Leon County Fiscal Year 2020 Tentative Budget**Sales Tax - Extension 2020 JPA Agreement (352)**

Fund Type: Capital Projects

In November 2014, Leon County residents approved a referendum providing a second extension of the 1-Cent Local Option Sales Tax beginning in FY 2020 for 20 years. The extension commits 80% of the revenues for Blueprint 2020 infrastructure projects, and will be jointly administered and funded by Leon County and the City of Tallahassee. The Blueprint 2020 Joint Participation Agreement Revenue supports County projects funded through the County's share of the sales tax extension. The BP 2020 JPA revenue, accounted for in the fund, will be used for Water Quality and Stormwater, and Sidewalks. The fund also accounts for the 2% portion of the fund dedicated to Liveable Infrastructure For Everyone (L.I.F.E.) projects.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
LIFE Revenue	312601	-	-	716,400	680,580	934,800	962,730	991,610	1,021,440
BP2000 JPA Revenue	343916	-	-	2,906,250	2,906,250	3,875,000	3,875,000	3,875,000	3,875,000
Total Revenues		-	-	3,622,650	3,586,830	4,809,800	4,837,730	4,866,610	4,896,440
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Sidewalk Program	056013-541	-	-	937,500	937,500	1,250,000	1,250,000	1,250,000	1,250,000
Woodville Sewer Project	062003-535	-	-	-	-	-	-	2,125,000	2,125,000
L.I.F.E. Rural Road Safety Stabilization	091003-541	-	-	175,000	175,000	175,000	175,000	200,000	200,000
L.I.F.E. Miccosukee Sense of Place	091004-519	-	-	255,580	255,580	184,800	187,730	201,610	-
L.I.F.E. Street Lighting	091005-541	-	-	125,000	125,000	125,000	125,000	125,000	125,000
L.I.F.E. Fire Safety Infrastructure	091006-529	-	-	-	-	125,000	125,000	125,000	125,000
L.I.F.E. Boat Landing Enhancements & Upgrades	091007-572	-	-	125,000	125,000	125,000	-	125,000	171,440
L.I.F.E. 2/3 Match Program	091008-541	-	-	-	-	-	-	100,000	-
L.I.F.E. Stormwater and Flood Relief	091009-538	-	-	-	-	-	-	115,000	400,000
L.I.F.E. Recreational Amenities	091010-572	-	-	-	-	200,000	350,000	-	-
Transfers	950-581	-	-	1,968,750	1,968,750	2,625,000	2,625,000	500,000	500,000
Total Appropriations		-	-	3,586,830	3,586,830	4,809,800	4,837,730	4,866,610	4,896,440
Revenues Less Appropriations		-	-	35,820	-	-	-	-	-

Notes:

In November 4, 2014, Leon County residents approved a ballot initiative to extend the current 1-Cent Local Option Sales Tax for another 20 years until FY 2039. This fund has been established for the Blueprint 2020 JPA and LIFE revenue generated from the new sales tax revenue. L.I.F.E. funding is allocated for projects including Rural Road Safety Stabilization Miccosukee Sense of Place, street lighting and boat landing improvements. Transfers to other funds include funding for parks maintenance (\$375,000) in the Municipal Services Fund (Fund 140) and the refunding of advanced payments of water quality sewer projects (\$1,593,750) in the Capital Improvements Fund (Fund 305).

Leon County Fiscal Year 2020 Tentative Budget**Solid Waste (401)**

Fund Type: Enterprise

The Solid Waste Fund is an enterprise fund established in support of the County's waste management programs. Major revenue sources for the Solid Waste Operations Fund include the Non-Ad Valorem Assessment, and Transfer Station Tipping Fees. The fund is used to account for resources and expenditures related to the operation of the County Solid Waste Management Facility and the provision of the County Waste Management program.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Solid Waste	313700	223,802	343,101	238,169	226,261	238,625	240,295	241,977	243,671
Waste Disposal Special Assessment	319150	1,480,286	1,490,056	1,575,960	1,497,162	1,507,642	1,518,196	1,528,824	1,539,525
Delinquent Taxes 2008	319208	144	-	-	-	-	-	-	-
Delinquent Assessment-2009	319209	131	-	-	-	-	-	-	-
Delinquent Assessments-2010	319210	120	-	-	-	-	-	-	-
Delinquent Assessments-2011	319211	173	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	327	-	-	-	-	-	-	-
Delinquent Assessments 2013	319213	933	-	-	-	-	-	-	-
Delinquent Assessments-2014	319214	2,430	-	-	-	-	-	-	-
Delinquent Assessments-2015	319215	5,285	-	-	-	-	-	-	-
Delinquent Assessments-2016	319216	6,334	-	-	-	-	-	-	-
Operating Income - Class I	343410	(174,165)	-	-	-	-	-	-	-
Transfer Station Receipts	343411	7,196,356	6,722,495	7,554,851	7,177,108	7,693,371	8,049,110	8,405,116	8,578,351
Marpan Administrative Fee	343412	-	7,994	10,003	9,503	9,503	9,503	9,503	9,503
Marpan Class III Residuals	343413	992,914	841,520	1,045,338	993,071	1,090,933	1,153,499	1,216,886	1,240,109
Operating Income - Tires	343415	42,388	48,995	54,903	52,158	52,523	52,890	53,261	53,634
Operating Income - Electronics	343416	4,835	4,912	5,171	4,912	4,947	4,981	5,016	5,051
Operating Income - Yard Trash Clean	343417	154,008	64,593	156,420	148,599	149,638	150,686	151,741	152,804
Operating Income - Yard Trash	343418	28,316	52,484	37,528	35,652	35,901	36,152	36,406	36,661
Operating Income - Landfill Yard	343420	931	40,774	226	215	217	218	219	221
Trash Bagged									
Resource Recovery (metals, etc)	343451	5,788	106,973	77,673	73,789	74,305	70,590	74,826	71,085
Hazardous Waste	343453	34,486	26,290	29,377	27,908	28,103	26,698	28,300	26,885
Recycling Promotional Services	343461	35,000	33,250	37,158	35,300	35,325	35,350	33,953	34,191
Rural Waste Services Center Permit	343462	188,973	206,789	-	-	-	-	-	-
Recyclable Materials	343463	-	87,595	79,697	75,712	76,242	76,776	77,313	77,854
Interest Income - Investment	361110	171,957	98,065	-	-	-	-	-	-
Pool Interest Allocation	361111	98,532	45,220	139,900	132,905	134,234	135,576	136,932	138,301
Net Incr(decr) In Fmv Of Investment	361300	(265,417)	-	-	-	-	-	-	-
Rents And Royalties	362000	18,151	16,509	16,384	15,565	16,032	16,513	17,008	17,518
Equipment Buyback	364100	-	-	52,632	50,000	-	-	-	-
Other Scrap Or Surplus	365900	255,015	25,486	26,822	25,481	25,663	25,843	26,024	26,207
Transfer From Fund 126	381126	458,540	453,502	1,017,985	1,017,985	1,324,993	1,098,777	1,116,107	1,134,307
Total Revenues		10,966,572	10,716,603	12,156,197	11,599,286	12,498,197	12,701,653	13,159,412	13,385,878
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Landfill Improvements	036002-534	11,032	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Solid Waste Facility Heavy Equip. & Vehicle Replacement	036003-534	160,311	31,000	15,000	15,000	388,000	-	40,000	40,000
Transfer Station Heavy Equip Replacement	036010-534	73,964	113,125	111,545	111,545	395,000	165,000	470,000	470,000
Transfer Station Improvements	036023-534	15,238	338,665	150,852	150,852	150,852	150,852	150,852	150,852
Solid Waste Master Plan	036028-534	68,835	-	-	-	-	-	-	-
Rural/Hazardous Waste Vehicle and Equipment Replacement	036033-534	-	18,000	-	-	-	-	-	-
Pre-Fabricated Buildings	036041-534	32,498	45,000	-	-	-	-	-	-
Hazardous Waste Vehicle and Equipment Replacement	036042-534	43,057	-	-	-	-	96,000	-	-
Capital Landfill Closure	036043-534	2,718,406	-	-	-	-	-	-	-
Yard Waste	416-534	448,804	417,092	388,687	388,181	400,895	414,419	428,442	447,036
Rural Waste Service Centers	437-534	625,623	659,917	684,205	680,923	696,460	712,772	729,836	747,754
Transfer Station Operations	441-534	6,885,029	7,079,329	8,319,557	8,315,757	8,465,791	8,620,474	8,778,915	8,941,222
Solid Waste Management Facility	442-534	389,362	555,284	455,367	454,849	458,523	462,355	466,347	470,508
Hazardous Waste	443-534	746,215	696,707	723,161	722,619	736,839	751,594	766,899	782,780
MIS Automation - Solid Waste Fund	470-534	22,840	24,044	-	-	25,385	25,532	25,680	25,829
Solid Waste - Risk	495-534	21,625	20,385	20,752	20,752	21,130	21,520	21,921	21,921

Leon County Fiscal Year 2020 Tentative Budget**Solid Waste (401)**

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Indirect Costs - Solid Waste	499-534	-	583,000	600,000	600,000	618,000	637,000	656,000	675,000
Tax Collector	513-586	29,902	32,620	33,598	33,598	34,606	35,644	36,713	36,713
Transfers	950-581	51,918	82,435	85,210	85,210	86,716	88,267	89,865	91,511
Budgeted Reserves - Solid Waste Fund	990-599	-	-	-	-	-	500,224	477,942	464,752
Total Appropriations		12,344,658	10,716,603	11,607,934	11,599,286	12,498,197	12,701,653	13,159,412	13,385,878
Revenues Less Appropriations		(1,378,087)	-	548,263	-	-	-	-	-

Notes:

The Solid Waste fund is an enterprise fund and is supported by an assessment and tipping fees collected at the Transfer Station. For FY 2020, as part of the implementation of the Multi-year Fiscal Plan, the County avoided raising the non-ad valorem assessment by 70% from \$40 to \$68 annually by increasing the general revenue transfer to the fund to support increases in the recycling and hauling and disposal contracts. The Multi-year fiscal plan also included the elimination of the Rural Waste Service Centers (RWSC) fees and will entirely support the RWSCs with general revenue. FY 2020 capital funding is included for Landfill Improvements, Transfer Station Improvements, various vehicle and heavy equipment replacements.

In support of the Multi-year fiscal plan, an additional \$564,483 in general revenue is programmed for transfer to support solid waste operations.

Leon County Fiscal Year 2020 Tentative Budget**Insurance Service (501)**

Fund Type: Internal Services

The Insurance Service Fund is an internal service fund established in support of general County operations. Major revenue sources of the Insurance Service Fund include proceeds from interdepartmental billings. The fund is used to account for resources and expenditures associated with assessed premiums, claims, and administration of the County's Risk Management Program related to auto and property liability, workers' compensation, and other types of insurance.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	93,970	40,375	44,400	42,180	42,602	43,027	43,458	43,892
Net Incr(decr) In Fmv Of Investment	361300	(64,486)	-	-	-	-	-	-	-
Transfer From Fund 145	381145	-	42,665	40,200	40,200	40,602	41,008	41,418	41,832
Departmental Billings	394000	132	-	-	-	-	-	-	-
Vehicle Insurance	396100	341,390	295,628	320,491	320,491	323,695	326,933	330,202	333,504
General Liability	396200	522,459	519,542	540,535	540,535	545,756	551,213	556,725	562,292
Aviation Insurance	396300	37,936	44,900	46,500	46,500	46,965	47,435	47,909	48,388
Property Insurance	396400	978,840	796,680	744,056	744,056	751,496	759,011	766,601	774,267
Workers Compensation Insurance	396600	1,804,303	1,634,075	2,069,722	2,069,722	2,090,419	2,111,323	2,132,436	2,153,760
Total Revenues		3,714,543	3,373,865	3,805,904	3,803,684	3,841,535	3,879,950	3,918,749	3,957,935
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Risk Management	132-513	212,412	196,608	207,475	206,993	211,323	215,829	220,515	225,393
MIS Automation-Risk Fund	470-513	-	223	257	257	260	263	266	269
Insurance Service - Risk	495-596	425	447	465	465	465	465	465	465
Indirect Costs - Insurance Service	499-596	30,000	32,000	40,000	40,000	41,000	42,000	44,000	45,000
Workers' Comp Risk Management	821-596	3,419,628	3,126,368	3,538,278	3,538,278	3,571,806	3,605,668	3,639,870	3,674,413
Transfers	950-581	1,100,000	-	-	-	-	-	-	-
Budgeted Reserves - Insurance Service	990-599	-	18,219	17,209	17,691	16,681	15,725	13,633	12,395
Total Appropriations		4,762,465	3,373,865	3,803,684	3,803,684	3,841,535	3,879,950	3,918,749	3,957,935
Revenues Less Appropriations		(1,047,922)	-	2,220	-	-	-	-	-

Notes:

For FY 2020, reflects an increase in the in funding for the County's self insurance for workers' compensation claims.

Leon County Fiscal Year 2020 Tentative Budget**Communications Trust (502)**

Fund Type: Internal Services

The Communications Trust Fund is an internal service fund established to account for the resources and expenditures associated with the County's communication network, which includes the telephone and internet systems. The individual departments and agencies are assessed based on the number of internet connections, data lines, and telephone usage within their individual areas.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	2,080	-	-	-	-	-	-	-
Departmental Billings	394000	379,579	858,689	782,957	782,957	940,786	950,197	959,699	969,293
Departmental Billings - MIS Automation	394200	604,127	394,933	177,784	177,784	429,951	434,250	438,593	442,978
Appropriated Fund Balance	399900	-	-	396,427	396,427	-	-	-	-
Total Revenues		985,786	1,253,622	1,357,168	1,357,168	1,370,737	1,384,447	1,398,292	1,412,271
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Communications Trust	900-590	752,172	1,253,622	1,357,168	1,357,168	1,370,737	1,384,447	1,398,292	1,412,271
Total Appropriations		752,172	1,253,622	1,357,168	1,357,168	1,370,737	1,384,447	1,398,292	1,412,271
Revenues Less Appropriations		233,614	-	-	-	-	-	-	-

Notes:

Increase associated with an increase in repair and maintenance costs and upgrades to the phone system in addition to communication charges from the State of Florida, Department of Management Services. Department billings to general fund are reduced for one year due to the appropriation of accumulated fund balance.

Leon County Fiscal Year 2020 Tentative Budget**Motor Pool (505)**

Fund Type: Internal Services

The Motor Pool Fund is an internal service fund established to account for the costs associated with operating and maintaining the County's fleet of vehicles and heavy equipment. This internal service fund generates its revenues from direct billings by the Fleet Management Department to other departmental users. Fuel purchased by the Fleet Management Department is supplied to departmental users at cost plus a minor surcharge. Repairs and maintenance performed by the Fleet Management Department are charged to users at the costs of parts plus an applicable shop rate.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	1,561	-	-	-	-	-	-	-
Departmental Billings - Fleet	394100	1,498,382	1,412,208	1,467,361	1,467,361	1,481,827	1,496,425	1,511,146	1,526,001
Gas And Oil Sales	395100	1,168,479	1,317,220	1,435,895	1,435,895	1,450,254	1,464,756	1,479,404	1,494,198
Total Revenues		2,668,422	2,729,428	2,903,256	2,903,256	2,932,081	2,961,181	2,990,550	3,020,199
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Fleet Maintenance	425-591	2,788,692	2,718,129	2,895,112	2,891,643	2,920,449	2,949,530	2,978,880	3,008,510
MIS Automation - Motor Pool Fund	470-519	1,710	1,884	2,198	2,198	2,217	2,236	2,255	2,274
Fleet Maintenance - Risk	495-591	9,178	9,415	9,415	9,415	9,415	9,415	9,415	9,415
Transfers	950-581	25,000	-	-	-	-	-	-	-
Total Appropriations		2,824,580	2,729,428	2,906,725	2,903,256	2,932,081	2,961,181	2,990,550	3,020,199
Revenues Less Appropriations		(156,157)	-	(3,469)	-	-	-	-	-

Notes:

Increase reflects a rise in diesel fuel costs. The increase also includes funding for vehicle monitoring software to track and improve fuel efficiency.

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, on September 24, 2019, adopted Fiscal Year 2019/2020 final Emergency Medical Services Municipal Service Taxing Unit millage rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Leon County has been certified by the County Property Appraiser to the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida as \$21,008,388.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, that:

1. The Fiscal Year 2019/2020 final aggregate millage rate is 8.8144 mills (0.5000 mills – Emergency Medical Services MSTU and 8.3144 mills – Countywide), which is above the rolled-back rate of 8.6459 by 1.95%.

2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 24th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTEST:

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

BY: _____
Gwendolyn Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, on September 24, 2019, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, set forth the appropriations and revenue estimate for the final Emergency Medical Services Municipal Service Taxing Unit budget for Fiscal Year 2019/2020, attached hereto as Exhibit A, in the amount of \$21,008,388 and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, that:

1. The Fiscal Year 2019/2020 final Emergency Medical Services Municipal Service Taxing Unit (Fund 135) budget be adopted as it appears in the attached Exhibit A.
2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this the 24th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____
Gwendolyn Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

EXHIBIT A

Leon County Fiscal Year 2020 Tentative Budget**Emergency Medical Services MSTU (135)**

Fund Type: Special Revenue

The Emergency Medical Services MSTU Fund is a special revenue fund established in FY 2004 for emergency medical and transport services. The primary revenue sources are transport fees paid primarily by medical insurance, Medicare and the Emergency Medical Services Municipal Services Taxing Unit.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
MSTU Ad Valorem	311130	7,518,062	7,894,311	8,812,797	8,372,157	8,874,487	9,207,279	9,552,553	9,991,970
Delinquent Taxes 2004	311204	-	-	-	-	-	-	-	-
Delinquent Taxes 2006	311206	9	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	72	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	32	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	644	-	-	-	-	-	-	-
Delinquent Taxes 2011	311211	442	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	450	-	-	-	-	-	-	-
Delinquent Taxes 2013	311213	692	-	-	-	-	-	-	-
Delinquent Taxes - 2014	311214	1,838	-	-	-	-	-	-	-
Delinquent Taxes-2015	311215	4,686	-	-	-	-	-	-	-
Delinquent Taxes-2016	311216	5,313	-	-	-	-	-	-	-
Ambulance Fees	342600	10,380,289	10,108,000	11,045,400	10,493,130	10,702,985	10,917,020	11,135,425	11,358,105
Medicaid - Ambulance Fees	342601	-	200,000	210,526	200,000	200,000	200,000	200,000	200,000
Special Events	342604	151,139	267,900	265,400	252,130	259,730	267,520	275,500	283,765
Patient Transports	342605	12,983	9,025	23,000	21,850	21,850	21,850	21,850	21,850
Pool Interest Allocation	361111	82,407	190,665	162,000	153,900	155,439	156,993	158,564	160,149
Net Incr(decr) In Fmv Of Investment	361300	(44,103)	-	-	-	-	-	-	-
Contributions And Donations	366000	8,000	-	-	-	-	-	-	-
Refund Of Prior Year Expenses	369300	997	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	8,550	-	-	-	-	-	-	-
Transfer From Fund 001	381001	-	-	-	-	2,000,000	2,090,000	2,152,700	2,217,281
Transfer From Fund 140	381140	-	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Appropriated Fund Balance	399900	-	1,633,893	1,315,221	1,315,221	-	-	-	-
Total Revenues		18,132,503	20,503,794	22,034,344	21,008,388	22,414,491	23,060,662	23,696,592	24,433,120
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Emergency Medical Services Vehicle & Equipment Replacement	026014-526	1,212,324	1,360,000	1,302,000	1,302,000	1,305,000	1,350,000	1,575,000	1,655,000
New Emergency Medical Services Vehicle & Equipment	026021-526	14,717	-	-	-	-	-	-	-
Emergency Medical Services Technology	076058-526	1,417	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Emergency Medical Services	185-526	17,207,424	17,604,362	18,086,315	18,049,763	18,394,381	18,753,043	19,126,259	19,513,227
MIS Automation - EMS Fund	470-526	13,145	14,053	-	-	16,926	17,037	17,149	17,262
EMS - Risk	495-526	60,286	63,230	63,230	63,230	63,230	63,230	63,230	63,230
Indirect Costs - EMS	499-526	1,481,000	1,281,000	1,406,000	1,406,000	1,448,000	1,492,000	1,536,000	1,582,000
Tax Collector	513-586	150,144	156,149	162,395	162,395	162,395	162,395	162,395	162,395
Transfers	950-581	23,423	-	-	-	-	-	-	-
Budgeted Reserves - EMS Fund	990-599	-	-	-	-	999,559	1,197,957	1,191,559	1,415,006
Total Appropriations		20,163,881	20,503,794	21,044,940	21,008,388	22,414,491	23,060,662	23,696,592	24,433,120
Revenues Less Appropriations		(2,031,378)	-	989,404	-	-	-	-	-

Notes:

A 6.05% increase in property valuations generated increased ad valorem revenue for this fund. On April 24, 2018 the Board approved a 24% fee reduction in ambulance fees effective June 1, 2018. Due to outstanding receivable billings, the fee reduction did not directly affect FY18 collections. Actual collections are projected to increase in FY 2019 due to the collection of outstanding billings from the previous rates. Revenue is anticipated to decline then moderate as new billings at lower rates are collected.

For FY 2020, as part of the approved Multi-year fiscal plan, beginning in FY 2021, \$2.0 million in general revenue from debt service savings will be transferred to the EMS fund thereby eliminating the need increase the EMS MSTU to support program expenditures. This will eliminate the use of fund balance in FY 2021. In future budget years, the general revenue transfer to the EMS fund is planned to increase at the rate of property tax growth thereby allowing fund balances to stay within policy limits.

The budgeted reserves starting FY 2022 are for additional crews, ambulances, vehicles and equipment as needed.

NOTICE OF PROPOSED TAX INCREASE

The Leon County Board of County Commissioners has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy.....	\$	<u>146,491,822</u>
B. Less tax reductions due to Value Adjustment Board and other assessment changes.....	\$	<u>571,002</u>
C. Actual property tax levy.....	\$	<u>145,920,820</u>

This year's proposed tax levy.....\$ 155,359,035

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**Tuesday, September 24, 2019
6:00 P.M.**

at

**Leon County Courthouse
301 South Monroe Street, 5th Floor
Tallahassee, Florida**

**A FINAL DECISION on the proposed tax increase and the budget will be
made at this hearing.**