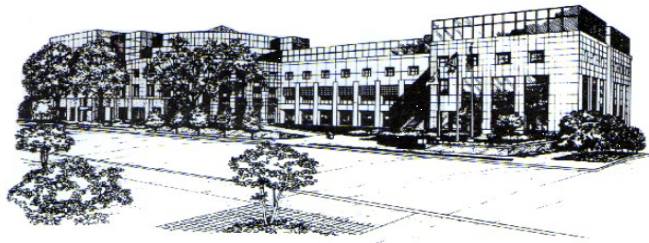


BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA REGULAR MEETING

**Tuesday, September 29, 2020
3:00 p.m.**

The meeting will be held via video conferencing. The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's [Facebook](#) page, [YouTube](#) channel and [web site](#).



COUNTY COMMISSIONERS

Bryan Desloge, Chairman
District 4

Rick Minor, Vice Chair
District 3

Kristin Dozier
District 5

Jimbo Jackson
District 2

Mary Ann Lindley
At-Large

Nick Maddox
At-Large

Bill Proctor
District 1

Vincent S. Long
County Administrator

Chasity H. O'Steen
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. 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 County Home Page at: www.leoncountyfl.gov. The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's [Facebook](#) page, [YouTube](#) channel and [web site](#).

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 29, 2020, 3:00 p.m.

The Board will meet via video conference to conduct the September 29th regular meeting. The meeting is being held utilizing communications media technology pursuant to the Governor's Executive Order 20-69, Emergency Management – COVID-19 – Local Government Public Meetings.

The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's [Facebook](#) page, [YouTube](#) channel and [web site](#).

Citizens interested in submitting written public comments in advance of the virtual meeting or interested in registering to provide comments using communications media technology during the virtual meeting should submit the written comments or register to provide comments by 8 p.m. on the day before the meeting in order for written comments to be distributed to the County Commission prior to the meeting and, for those who wish to comment during the meeting, to provide County staff sufficient time to provide instructions to citizens for comment during the virtual meeting. Written comments submitted after the 8 p.m. deadline on the day before the meeting (up until the time of the meeting) will be provided to the Commissioners and will also added to the official record and posted on the County webpage.

Citizens wishing to provide input on any item(s) on the published agenda (or a non-agenda subject) for the upcoming virtual meeting may:

- Submit their written comments prior to the meeting using the following link <https://leoncountyfl.gov/PublicComments> or
- Register to provide comments using communications media technology during the meeting through the registration form using the following link <https://www2.leoncountyfl.gov/coadmin/agenda/>

Anyone needing assistance with submitting comments for the official record may contact County Administration via email at LCG_PublicComments@leoncountyfl.gov or via phone at 850-606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance by Chairman Bryan Desloge

AWARDS AND PRESENTATIONS

- Update on Coronavirus Disease 2019 (COVID-19)
(*Vincent S. Long, County Administrator*)

CONSENT

1. Payment of Bills and Vouchers
(*County Administrator/ Office of Financial Stewardship/ Office of Management & Budget*)
2. Proposed Public Notice 2021 Tentative Board Meeting Schedule and Proposed 2021 Board Travel Schedule
(*County Administrator/ County Administration*)

3. Resolution in Support for the Florida Legislature's Expansion of Medicaid Eligibility
(County Administrator/ County Administration)
4. Request to Schedule the First and Only Public Hearing to Consider a Seventh Amendment to the Southwood Development of Regional Impact Integrated Development Order for December 8, 2020
(County Administrator/ Development Support & Environmental Management)
5. Renewal of the Tallahassee Fire Department Certificate of Public Convenience and Necessity
(County Administrator/ EMS)
6. Coronavirus Aid, Relief and Economic Security (CARES) Act Award for Fiscal Year 2020 from the State of Florida Division of Elections
(County Administrator/ Office of Financial Stewardship)
7. Florida Housing Finance Corporation Coronavirus Relief Funding Agreement Amendment
(County Administrator/ Human Services & Community Partnerships)
8. Joint Project Agreement with the City of Tallahassee for Utility Upgrades for the Magnolia Drive Phase 4 Trail Project from South Monroe Street to South Meridian Road
(County Administrator/ Public Works)
9. Interlocal Agreement with the City of Tallahassee for the Woodville Sewer System Project
(County Administrator/ Public Works)
10. Centers for Disease Control Hurricane Relief Crisis Mosquito Control Grant
(County Administrator/ Public Works)

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

11. Status Report on Leon County's Fertilizer Ordinance
(County Administrator/ Development Support & Environmental Management)
12. Status Report on Potential Unmarked Cemetery within the Miccosukee Greenway
(County Administrator/ Office of Resource Stewardship)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

Citizens wishing to provide input on any item(s) on the published agenda (or a non-agenda subject) for the upcoming virtual meeting may: Submit their written comments prior to the meeting using the following link <https://leoncountyfl.gov/PublicComments> or Register to provide comments using communications media technology during the meeting through the registration form using the following link <https://www2.leoncountyfl.gov/coadmin/agenda/>

GENERAL BUSINESS

13. Status Update and Recommended Enhancements to the Leon CARES Expenditure Plan
(County Administrator/ County Administration/ Human Services & Community Partnerships/ Economic Vitality)
14. Report and Legal Analysis regarding COVID-19 Mitigation Measures
(County Attorney)

15. Proposed Revisions to Policy No. 03-16, "Holidays" to Include Juneteenth as a Paid Holiday for Leon County Government Employees
(County Administrator/ County Administration/ Human Resources)
16. Springs Restoration Grant Amendments for Construction of the Northeast Lake Munson and Woodville Sewer System Projects
(County Administrator/ Public Works)
17. Bid Award for the Leon County Detention Center Exterior Stair Renovation
(County Administrator/ Purchasing/ Public Works)
18. Bid Award for Janitorial Services at Leon County Facilities
(County Administrator/ Purchasing/ Office of Resource Stewardship)
19. Full Board Appointment to the Council on Culture and Arts
(County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

20. Second and Final Public Hearing for Adoption of the FY 2020/2021 Final Millage Rates and Final Budgets
(County Administrator/ Office of Financial Stewardship)
21. First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Jack Vause Landing Road and Boat Landing lying within the Lake Talquin State Park
(County Administrator/ Office of Financial Stewardship)
22. First and Only Public Hearing Regarding a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing
(County Administrator/ County Attorney/ Office of Financial Stewardship)
23. First and Only Public Hearing to Consider Adopting an Ordinance Amending Section 8-156 of the Code of Laws of Leon County Relating to the Affordable Housing Advisory Committee
(County Administrator/ County Attorney/ Office of Human Services & Community Partnerships)

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Capital Region Community Development District Audit RFP Committee Meeting Minutes for June 11, 2020

ADJOURN

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for
Tuesday, October 13, 2020 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 2020 Tentative Meeting Schedule

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

Date	Day	Time	Meeting
January 27	Monday	9:00 a.m.	Board Retreat
January 28	Tuesday	3:00 p.m.	Regular Board Meeting
February 11	Tuesday	3:00 p.m.	Regular Board Meeting
February 25	Tuesday	1:00 p.m.	Joint Workshop Comprehensive Plan Amendments
February 25	Tuesday	3:00 p.m.	Regular Board Meeting
March 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 14	Tuesday	3:00 p.m.	Regular Board Meeting
April 28	Tuesday	3:00 p.m.	Regular Board Meeting
May 12	Tuesday	3:00 p.m.	Regular Board Meeting
May 21	Thursday	3:00 p.m.	Special Board Meeting
May 26	Tuesday	6:00 p.m.	Joint Transmittal Hearing on 2020 Cycle Comprehensive Plan Amendments
June 9	Tuesday	3:00 p.m.	Special Board Meeting
June 16	Tuesday	3:00 p.m.	Regular Board Meeting
June 23	Tuesday	3:00 p.m.	Special Board Meeting
July 14	Tuesday	9:00 a.m.	Budget Workshop
July 14	Tuesday	3:00 p.m.	Regular Board Meeting
September 15	Tuesday	3:00 p.m.	Regular Board Meeting
September 15	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 29	Tuesday	3:00 p.m.	Regular Board Meeting
September 29	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 13	Tuesday	3:00 p.m.	Regular Board Meeting
October 13	Tuesday	6:00 p.m.	Joint Workshop & Adoption Hearing on 2020 Cycle Comprehensive Plan Amendments
October 27	Tuesday	1:00 p.m.	Board Workshop
November 10	Tuesday	6:00 p.m.	Adoption Hearing on 2020 Cycle Welaunee Comprehensive Plan Amendments
November 17	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
December 8	Tuesday	3:00 p.m.	Regular Board Meeting

PUBLIC NOTICE
Leon County Board of County Commissioners
2020 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
January 2020	Wednesday 1	Offices Closed	NEW YEAR'S DAY
	<i>Thursday 9 & Friday 10</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 14	No meeting	BOARD RECESS
	Monday 20	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 27	9:00 a.m.	Board Retreat FSU Dodd Hall, Heritage Museum
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Second & Final Public Hearing to adopt Ordinance amending Section 10-1.101, entitled "Definitions" creating a new Section 10-6.820, entitled "Solar Energy Systems"
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 7, Article II of the Leon County Code of Laws Entitled, "Additional Civil Traffic Penalty"
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way
	<i>Wednesday 29</i>	<i>7:30 a.m.</i>	<i>FAC Legislative Day Tallahassee, FL</i>
	Thursday 30	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
February 2020	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First of two Public Hearings to consider adoption of a proposed Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining Zoning District"
		6:00 p.m.	First of two Public Hearings to consider adoption of a proposed Ordinance amending the Land Development Code of the Leon County Code of Laws to allow Urban Agriculture and Urban Equine as permitted uses
	Friday 14	9:00 – 10:30 a.m.	Community Legislative Dialogue Meeting
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 25	1:00 p.m.	Joint City/County Workshop on the 2020 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Saturday 29 – Wednesday 4</i>		<i>NACO Legislative Conference Washington, D.C.</i>
March 2020	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing to Consider Adoption of a Proposed Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District"

Month	Day	Time	Meeting Type
March 2020 (cont.)	Tuesday 10	6:00 p.m.	First & Only Public Hearing on an Ordinance updating the Capital Improvements Schedule of the Capital Improvements Element of the Comprehensive Plan
		6:00 p.m. <i>Cancelled</i>	First and Only Public Hearing to Consider a Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order
	Thursday 12	1:00 p.m.	Blueprint Economic Development Strategic Plan Workshop
		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 17	1:30 p.m. <i>Cancelled</i>	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 25	1:00 p.m.	Blueprint Intergovernmental Agency Special Meeting – Web Conference on COVID-19
April 2020	Tuesday 14	3:00 p.m.	Regular Meeting – Virtual Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m. <i>Rescheduled</i>	All Board of County Commissioners Public Hearings
	Wednesday 15	1:00 p.m.	Blueprint Intergovernmental Agency Special Meeting – Web Conference on COVID-19
	Thursday 16 & Friday 17	Seminar 3 of 3 Cancelled	FAC Advanced County Commissioner Program Alachua County, Gainesville, FL
	Tuesday 21	1:30 p.m. <i>Cancelled</i>	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 28	9:00 a.m. <i>Cancelled</i>	Budget Policy Workshop County Courthouse, 5th Floor Commission Chambers
	Tuesday 28	12:30 p.m.	Board of County Commissioners Attorney-Client Meeting Re: Petrandis litigation
	Tuesday 28	3:00 p.m.	Regular Meeting – Virtual Meeting County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Adoption Public Hearing on Small Scale Comprehensive Plan Amendments
		3:00 p.m.	First & Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 10, the Land Development Code, to Correct Scrivener’s Errors and Inadvertent Inconsistencies
		3:00 p.m.	First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District”
		3:00 p.m.	Second and Final Public Hearing to Consider Adoption of a Proposed Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses
		3:00 p.m.	First and Only Public Hearing to Consider a Proposed Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control
May 2020	Tuesday 12	3:00 p.m.	Regular Meeting – Virtual Meeting County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Second and Final Public Hearing to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District”

Month	Day	Time	Meeting Type
May 2020 (cont.)	Tuesday 12	3:00 p.m.	First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the General Commercial (C-2) District (7601 Blountstown Highway)
		3:00 p.m.	First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) to the Commercial Parkway (CP) Zoning District (N. Monroe and Capital Circle Northwest)
		3:00 p.m.	First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Manufactured Home and Single-Family Detached District (R-5) to the Light Industrial (M-1) Zoning District (north side of Highway 20 west of Capital Circle Southwest)
		3:00 p.m.	First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Preservation (RP) to the General Commercial (C-2) Zoning District (Capital Circle Southwest at Tillie Lane)
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers - Virtual Meeting
	Thursday 21	1:00 p.m. Rescheduled 7/9	Blueprint Intergovernmental Agency Budget Workshop
	Thursday 21	3:00 p.m.	Special Meeting – Virtual Meeting
	Monday 25	Offices Closed	MEMORIAL DAY
	Tuesday 26	3:00 p.m. Cancelled	Regular Meeting – Virtual Meeting County Courthouse, 5th Floor Commission Chambers
	Tuesday 26	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers – Virtual Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2020 Comprehensive Plan Amendments
June 2020	Tuesday 9 – Friday 12	Cancelled	FAC Annual Conference & Educational Exposition Orange County, Orlando, FL
	Tuesday 9	3:00 p.m.	Special Meeting – Virtual Meeting
	Monday 15	1:30 p.m.	Capital Region Transportation Planning Agency Virtual Meeting
	Tuesday 16	9:00 a.m. Rescheduled - 8/25	Budget Workshop
	Tuesday 16	3:00 p.m.	Regular Meeting Virtual Meeting
		3:00 p.m.	First of Two Virtual Public Hearings to Consider Adoption of an Ordinance Amending the Leon County Land Development Code and Creating a New Section 10-6.659, Entitled “Government Operational (GO) Zoning District,”
	Tuesday 23	3:00 p.m.	Special Meeting – Virtual Meeting
July 2020	Friday 3	Offices Closed	INDEPENDENCE DAY observed
	Thursday 9	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop Virtual Workshop
	Thursday 9	3:00 p.m.	Blueprint Intergovernmental Agency Virtual Meeting
	Monday 13	4:00 p.m.	NACo Virtual Membership Town Hall

Month	Day	Time	Meeting Type
July 2020 (cont.)	Tuesday 14	9:00 a.m.	FY 2021 Budget Workshop Virtual Workshop
		3:00 p.m.	Regular Meeting Virtual Meeting
		6:00 p.m.	Second and Final Virtual Public Hearing to Consider Adoption of an Ordinance Amending the Leon County Land Development Code and Creating a New Section 10-6.659, Entitled "Government Operational (GO) Zoning District,"
		6:00 p.m.	First & Only Virtual Public Hearing for Type C Site & Development Plan Application for Elizabeth Popular Spring Church on the N.W. Corner of Dempsey Mayo Road and Lonnie Road
		6:00 p.m.	First of Two Virtual Public Hearing on a Development Agreement Between Leon County and Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC
	Friday 17 – Monday 20	Cancelled	NACo Annual Conference Orange County, Orlando, FL
	Monday 20	2:00 p.m.	NACo Virtual Annual Business Meeting
	Tuesday 21	1:30 p.m. Cancelled	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 28	No Meeting	BOARD RECESS
	Wednesday 5 – Saturday 8	Cancelled	National Urban League Annual Conference Houston, TX
August 2020	Thursday 13		FAC Advanced County Commissioner I Program Session 3
	Friday 14 – Sunday 16	Cancelled	Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL
	Monday 17	1:30 p.m.	Capital Region Transportation Planning Agency Virtual Meeting
	Thursday 20 – Friday 21		FAC Advanced County Commissioner II Program Session 1
	Tuesday 25	9:00 a.m. Cancelled	Budget Workshop Virtual Workshop
	Thursday 3 – Friday 4		FAC Advanced County Commissioner I Program Session 1
	Monday 7	Offices Closed	LABOR DAY
	Tuesday 8		FAC Ethics, Public Records & Sunshine Law Course
September 2020	Thursday 10 – Friday 11		FAC Innovation & Policy Conference Virtual Conference
	Tuesday 15	3:00 p.m.	Regular Meeting Virtual Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 20/21
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector

Month	Day	Time	Meeting Type
September 2020 (cont.)	Tuesday 15	6:00 p.m.	Second & Final Public Hearing on a Development Agreement Between Leon County and Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC
	Wednesday 16 – Sunday 20	cancelled	Congressional Black Caucus Annual Legislative Conference Virtual Conference
	Thursday 17 – Friday 18		FAC Advanced County Commissioner II Program Session 2
	Thursday 17	3:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, Virtual Meeting
	Monday 21	1:30 p.m.	Capital Region Transportation Planning Agency Virtual Meeting
	Wednesday 23 – Saturday 26		<i>Int'l City/County Management Association (ICMA) Annual Conference - Digital Event</i>
	Tuesday 29	3:00 p.m.	Regular Meeting Virtual Meeting
		6:00 p.m.	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 20/21
		6:00 p.m.	First and Only Public Hearing to Consider Adopting an Ordinance Amending Section 8-156 of the Code of Laws of Leon County Relating to the Affordable Housing Advisory Committee
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing
		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 Jack Vause Landing Road and Boat Landing
October 2020	Thursday 1 – Friday 2		FAC Advanced County Commissioner I Program Session 2
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	<u>Joint City/County Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments</u>
		6:00 p.m.	<u>Joint workshop on the Welaunee Arch Master Plan Comprehensive Plan Amendments</u>
	Thursday 15 – Friday 16		FAC Advanced County Commissioner II Program Session 3
	Tuesday 20	9 a.m. – 1 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 27	1:00 p.m.	Workshop on Affordable Housing Initiatives County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Workshop on 2021 State and Federal Legislative Priorities County Courthouse, 5 th Floor Commission Chambers
	Tuesday 27	3:00 p.m. Cancelled	Regular Meeting County Courthouse, 5th Floor Commission Chambers
November 2020	Thursday 5 – Friday 6		FAC Advanced County Commissioner I Program Session 3
	Tuesday 10	6:00 p.m.	<u>County Adoption Hearing on Cycle 2020 Welaunee Comprehensive Plan Amendments</u>
	Wednesday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 17	3:00 p.m.	Installation, Reorganization and Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Month	Day	Time	Meeting Type
November 2020 (cont.)	Tuesday 17	<u>3:00 p.m.*</u>	<u>First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations</u>
		<u>3:00 p.m.*</u>	<u>First and Only Public Hearing to Consider a Revised Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order</u>
		<u>3:00 p.m.*</u> <i>tentative</i>	<u>First of Two Public Hearings to Consider Adoption of an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled "Floodplain Management" and also Amending Section 10 1.101 Entitled "Definitions" and Section 10-4.303 Entitled "Stormwater Management Design Standards"</u>
	Thursday 19 – Friday 20		FAC Advanced County Commissioner II Program Session 4
	Monday 23	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 26	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2020	Tuesday 1		FAC Ethics, Public Records & Sunshine Law Course
	Wednesday 2 - Friday 4		FAC Legislative Conference (includes New Commissioner Orientation on Dec. 3) Duval County; Jacksonville, FL
	Thursday 3 – Friday 4		FAC Advanced County Commissioner I Program Session 4
	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		<u>3:00 p.m.*</u>	<u>First & Only Public Hearing to Consider amending the Official Zoning Map to change the Zoning Classification from Residential Preservation (RP) to Residential Preservation (RP) with Historic Preservation Overlay (HOP) Zoning District (Lake Hall Schoolhouse)</u>
		<u>3:00 p.m.*</u>	<u>First & Only Public Hearing to Consider amending the Official Zoning Map to change Zoning Classification from Office Residential-2 (OR-2) to General Commercial (C-2) Zoning District (1904 Talpeco Drive)</u>
		<u>3:00 p.m.*</u> <i>tentative</i>	<u>First and Only Public Hearing on the 7th Amendment to the Southwood DRI Development Order</u>
		<u>3:00 p.m.*</u> <i>tentative</i>	<u>Second and Final Public Hearing to Consider Adoption of an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled "Floodplain Management" and also Amending Section 10 1.101 Entitled "Definitions" and Section 10-4.303 Entitled "Stormwater Management Design Standards"</u>
		<u>3:00 p.m.*</u> <i>tentative</i>	<u>First & Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 5 of Leon County Code of Laws Entitled "Building and Construction Regulations"</u>
	Thursday 10	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 17 – Friday 18		FAC Advanced County Commissioner II Program Session 5
	Friday 25	Offices Closed	CHRISTMAS DAY

Month	Day	Time	Meeting Type
<i>*Time subject to the extension of the Governor's Executive Order 20-69 allowing the Board to conduct virtual meetings.</i>			
January 2021	Friday 1	Offices Closed	NEW YEAR'S DAY
	Thursday 7 – Friday 8		FAC Advanced County Commissioner I Program Session 5
	Tuesday 12	No Meeting	BOARD RECESS
	Thursday 21 – Friday 22		FAC Advanced County Commissioner II Program Session 6

Citizen Committees, Boards, and Authorities

Current and Upcoming Vacancies

leoncountyfl.gov/committees

CURRENT VACANCIES

Affordable Housing Advisory Committee

Board of County Commissioners (2 appointments)

Seats available for the following categories:

- a. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- c. A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- e. A citizen who is actively engaged as a for-profit provider of affordable housing.
- k. A citizen who represents essential services personnel, as defined in the local housing assistance plan. Essential Service Personnel includes teachers and educators, other school district, community college and university employees, police and fire personnel, health care personnel, skilled building trades personnel and active U.S. Armed Forces service members.)

Board of Adjustment & Appeals

Board of County Commissioners (1 appointment-Alternate Seat)

City of Tallahassee Commission (3 appointments)

Code Enforcement Board

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

Contractors Licensing & Examination Board

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

UPCOMING VACANCIES

SEPTEMBER 30, 2020

Council on Culture & Arts

Board of County Commissioners (1 appointment)

Science Advisory Committee

Commissioner - District V: Kristin Dozier (1 appointment)

OCTOBER 31, 2020

Tourist Development Council

Board of County Commissioners (1 appointment)

DECEMBER 31, 2020

Audit Advisory Committee

Board of County Commissioners (2 appointments)

Clerk of Court (3 appointments)

Joint City/County Bicycling Workgroup

Board of County Commissioners (3 appointments)

Library Advisory Board

Commissioner - District I: Bill Proctor (1 appointment)

Commissioner – District V: Kristin Dozier (1 appointment)

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

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

Leon County Board of County Commissioners

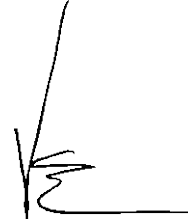
Agenda Item #1

September 29, 2020

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 and Budget Analyst

Statement of Issue:

This item requests Board approval of the payment of bills and vouchers submitted September 29, 2020 and pre-approval of payment of bills and vouchers for the period of September 30, 2020 through October 12, 2020.

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 29, 2020 and pre-approve the payment of bills and vouchers for the period of September 30, 2020 through October 12, 2020.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the October 13th meeting, the morning of Monday, October 12, 2020. 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 13, 2020, it is advisable for the Board to pre-approve payment of the County's bills for September 30, 2020 through October 12, 2020 so that vendors and service providers will not experience hardship because of delays in payment. In the event the Board meeting is cancelled, the payment of bill/vouchers will be approved until the next scheduled meeting. 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 29, 2020 and pre-approve the payment of bills and vouchers for the period of September 30, 2020 through October 12, 2020.
2. Do not approve the payment of bills and vouchers submitted for September 29, 2020, and do not pre-approve the payment of bills and vouchers for the period of September 30, 2020 through October 12, 2020.
3. Board direction.

Recommendation:

Option #1

Leon County
Board of County Commissioners
Notes for Agenda Item #2

Leon County Board of County Commissioners

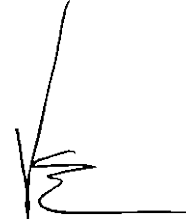
Agenda Item #2

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Public Notice 2021 Tentative Board Meeting Schedule and Proposed 2021 Board Travel Schedule



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 item seeks Board consideration to approve the proposed 2021 Tentative Board Meeting Schedule and 2021 Board Travel schedule, including the authorization of Commissioners' travel to the scheduled events.

Fiscal Impact:

This item has no fiscal impact

Staff Recommendation:

- Option #1: Adopt the proposed Leon County Board of County Commissioners' Public Notice 2021 Tentative Board Meeting Schedule (Attachment #1).
- Option #2: Approve the proposed Board of County Commissioners' 2021 Travel Schedule (Table #1) and authorize Commissioners' travel to the scheduled events.

Report and Discussion

Background:

Annually, the Board makes available a tentative schedule of all workshops, meetings, and public hearings for the entire calendar year including a list of conferences, education and training sessions, and events that the Commissioners may attend. The Public Notice of Tentative Board Meeting Schedule also includes, in its outline, a list of conferences, education and training sessions, and events that the Commissioners may attend. The schedule is updated as part of each agenda for the regularly scheduled Board meetings.

In recent years, the Board has approved an annual Travel Schedule to authorize travel made by members of the Board to each of the listed events (Table #1). The purpose of this action is to expedite the approval of routine Commissioner travel requests for events that are normally attended by Commissioners each year, based upon the Commissioner's available travel budget. In accordance with the Board's "Travel" Policy No. 09-1:

Elected Officials

Travel of individual County Commissioners and their aides shall be approved in advance, whenever possible, by the Board of County Commissioners via an agenda item at a regularly scheduled Board meeting where the Board adopts the Commissioners' "Travel Schedule."

Analysis:

Board Policy No. 18-2, "Meeting Dates for Board of County Commissioners", states that the Board annually adopts a meeting calendar that will generally schedule regular commission meetings, excluding holidays or other conflicts as determined by the Board (Attachment #2). If there is not sufficient or timely business to come before the Board for any previously scheduled meeting, the County Administrator may recommend for the Chairman to cancel or reschedule a meeting.

In drafting the proposed Public Notice of 2021 Tentative Board Meeting Schedule (Attachment #1), staff reviewed and considered the following:

- 2021 generally observed holidays (Attachment #3)
- 2020-2021 Leon County Schools calendar (Attachment #4)
- Florida Association of Counties (FAC) 2021 conferences (Attachment #5)
- FAC County Commissioner Education Programs (Attachment #6)
- National Association of Counties (NACo) 2021 conferences (Attachment #7)
- International City/County Management Association (ICMA) 2021 Annual Conference (Attachment #8)
- Greater Tallahassee Chamber of Commerce Annual Conference scheduled for August 13-15, 2021 (Attachment #9)

Included, as part of the 2021 Tentative Meeting Schedule and calendar are:

- Leon County's 2021 Draft Holiday Schedule per Policy No. 03-16 (Attachment #10);
- Planning Department tentative dates, times, and location for the 2021 Cycle Comprehensive Plan Amendments workshop and hearings (Attachment #11); and
- Blueprint Intergovernmental Agency (IA) 2021 meeting schedule (Attachment #12).

At the time of the writing of this item, the Capital Region Transportation Planning Agency (CRTPA) 2021 tentative meeting schedule was unavailable, but these meeting will be added once the schedule is available.

Based on review of the listed 2021 calendars/schedules, the following is a proposed tentative 2021 Board meeting and workshop schedule:

- January 2021 – Board Retreat January 25 and regular meeting on January 26.
- February 2021 – Regular meeting on February 9. Since the NACo Legislative Conference is scheduled for February 20-24, it is recommended that no meeting and/or workshop be scheduled for February 23.
- March 2021 – Regular meeting on March 9 and the Joint County/City Workshop on the Comprehensive Plan Amendments on March 23.
- April 2021 – Regular meeting and the Joint County/City Comprehensive Plan Amendments Transmittal Hearing on April 13, and the Budget Policy Workshop on April 27.
- May 2021 – Regular meeting on May 11, and a meeting and/or workshop (to be determined) on May 25.
- June 2021 – Regular meeting and the Joint County/City Comprehensive Plan Amendments Adoption Hearing on June 8, and the Budget Workshop on June 22.
- July 2021 – Regular meeting and the Budget Workshop on July 13. No workshop scheduled for July 27 due to Commission summer break.
- September 2021 – Regular meetings and Budget Adoption Public Hearings on September 14 and September 28. Florida Statutes guide regular Board meeting dates for the County's budget adoption public hearings. The School Board's budget public hearings have not been set for September 2021. If the School Board's budget final adoption hearing date conflicts with the County's calendar, staff will bring back recommendations for rescheduling its regular and budget adoption hearings meetings for alternate dates.
- October 2021 – Regular meeting on October 12 and a meeting and/or workshop (to be determined) on October 26.
- November 2021 – Board reorganization and regular meeting on November 9. The 4th Tuesday is November 23 and it is recommended that no meeting or workshop be scheduled due to the Thanksgiving holiday.
- December 2021 – regular meeting on December 14. The 4th Tuesday is December 28 and it is recommended that no meeting or workshop be scheduled due to the holidays.

The proposed Public Notice of 2021 Tentative Board Meeting Schedule includes in its outline, a list of conferences, education and training sessions, and events as indicated in Table #1 and included as the Board's Travel Schedule.

Table #1. Leon County Board of County Commissioners' 2021 Travel Schedule

Date (2021)	Conference	Location
Feb 20 – Feb 24 <i>Sat. – Wed.</i>	National Association of Counties (NACo) Legislative Conference	Washington D.C.
May TBD	Honor Flight Tallahassee <i>(typically held in late April or early May)</i>	Washington D.C.
June 29-July 2 <i>Tues. – Fri.</i>	Florida Association of Counties (FAC) Annual Conference and Educational Exposition	Orlando, FL
July 16-19 <i>Fri. – Mon.</i>	NACo Annual Conference	Austin, TX
August TBD <i>Wed. – Sat.</i>	National Urban League Annual Conference <i>(typically held in late July or early August)</i>	TBD
August 13-15 <i>Fri. – Sun.</i>	Greater Tallahassee Chamber of Commerce Annual Conference	Fernandina Beach, FL
September TBD <i>Wed. – Thurs.</i>	FAC Innovation & Policy Conference <i>(typically held in early September)</i>	TBD
September TBD	Congressional Black Caucus Annual Legislative Conference <i>(typically held in mid-September)</i>	Washington, D.C.
October 3-6 <i>Sun.. – Wed.</i>	International City/County Management Association (ICMA) Annual Conference	Portland, Oregon
Dec. TBD <i>Wed. – Fri.</i>	FAC Legislative Conference <i>(typically held in early December)</i>	TBD

All Florida Association of Counties (FAC)-related events and National Association of Counties (NACo)-related events that Commissioners may want to attend, not listed on the Schedule, will be considered pre-approved for travel.

If adopted, the 2021 Tentative Meeting schedule will be included in each Board meeting agenda and also posted on the Board's Calendar available on the County website.

Options:

1. Adopt the proposed Leon County Board of County Commissioners' Public Notice 2021 Tentative Meeting Schedule (Attachment #1).
2. Approve the proposed Board of County Commissioners' 2021 Travel Schedule (Table #1) and authorize Commissioners' travel to the scheduled events.
3. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. 2021 Proposed Meeting Calendar
2. Policy No. 18-2
3. 2021 calendar with U.S. observed holidays
4. 2020-2021 Leon County School calendar
5. FAC 2021 Conference schedule
6. FAC Institute for County Government Course Calendar
7. NACo 2021 Conference schedule
8. ICMA 2021 Conference schedule
9. Greater Tallahassee Chamber of Commerce Annual Conference schedule
10. Leon County 2021 Holiday schedule
11. Comprehensive Plan Amendments proposed workshop & public hearings schedule for 2021
12. Blueprint Intergovernmental Agency 2021 meeting schedule

PUBLIC NOTICE

Leon County Board of County Commissioners **PROPOSED 2021 Tentative Meeting Schedule**

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

Date	Day	Time	Meeting
January 25	Monday	9:00 a.m.	Board Retreat
January 26	Tuesday	3:00 p.m.	Regular Board Meeting
February 9	Tuesday	3:00 p.m.	Regular Board Meeting
March 9	Tuesday	3:00 p.m.	Regular Board Meeting
March 23	Tuesday	1:00 p.m.	Joint County/City Workshop on Comprehensive Plan Amendments
April 13	Tuesday	3:00 p.m.	Regular Board Meeting
April 13	Tuesday	6:00 p.m.	Joint Transmittal Hearing on the 2021 Cycle Comprehensive Plan Amendments
April 27	Tuesday	9:00 a.m.	Budget Workshop
May 11	Tuesday	3:00 p.m.	Regular Board Meeting
May 25	Tuesday		Meeting and/or Workshop (TBD)
June 8	Tuesday	3:00 p.m.	Regular Board Meeting
June 8	Tuesday	6:00 p.m.	Joint Adoption Hearing on 2021 Cycle Comprehensive Plan Amendments
June 22	Tuesday	9:00 a.m.	Budget Workshop
July 13	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 13	Tuesday	3:00 p.m.	Regular Board Meeting
September 14	Tuesday	3:00 p.m.	Regular Board Meeting
September 14	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 28	Tuesday	3:00 p.m.	Regular Board Meeting
September 28	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 12	Tuesday	3:00 p.m.	Regular Board Meeting
October 26	Tuesday		Meeting and/or Workshop (TBD)
November 9	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
December 14	Tuesday	3:00 p.m.	Regular Board Meeting

Note: All regularly scheduled Commission meetings are generally scheduled for the 2nd Tuesday of the month and workshops for the 4th Tuesday. If additional Commission meetings are necessary, the meeting would be scheduled on the 4th Tuesday of the month in addition to or in place of a workshop.

PUBLIC NOTICE

Leon County Board of County Commissioners 2021 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
January 2021	Friday 1	Offices Closed	NEW YEAR'S DAY
	Thursday 7 & Friday 8	Seminar 2 of 3	FAC Advanced County Commissioner I Program Session 5
	Tuesday 12	No meeting	BOARD RECESS
	Monday 18	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 21 – Friday 22		FAC Advanced County Commissioner II Program Session 6
	Monday 25	9:00 a.m.	Board Retreat TBD
	Tuesday 26	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
February 2021	Thursday 4 & Friday 5		FAC Advanced County Commissioner I Program Session 6
	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 18	1:00 p.m.	Blueprint Intergovernmental Agency Strategic Plan Workshop City Commission Chambers
	Thursday 18	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Thursday 18 – Friday 19		FAC Advanced County Commissioner II Program Session 7
	Saturday 20 – Wednesday 24		NACO Legislative Conference Washington, D.C.
March 2021	Thursday 4 & Friday 5		FAC Advanced County Commissioner I Program Session 7
	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 16		FAC Ethics, Public Records & Sunshine Law Course
	Wednesday 17	7:30 a.m.	FAC Legislative Day Tallahassee, FL
	Thursday 18 – Friday 19		FAC New Commissioner / Structure & Authority Class and Commissioners Roles & Responsibilities Class
	Thursday 18 – Friday 19		FAC Advanced County Commissioner II Program Session 8
	Tuesday 23	1:00 p.m.	Joint City/County Workshop on the 2021 Cycle Comprehensive Plan Amendments
April 2021	Thursday 1 & Friday 2		FAC Advanced County Commissioner I Program Session 8
	Thursday 8	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Month	Day	Time	Meeting Type
April 2021 (cont.)	Tuesday 13	6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2021 Comprehensive Plan Amendments
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 th Floor Commission Chambers
	TBD		Honor Flight
May 2021	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 25	3:00 p.m.	Meeting and/or Workshop (to be determined) County Courthouse, 5 th Floor Commission Chambers
	Thursday 27	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop City Commission Chambers
	Thursday 27	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Monday 31	Offices Closed	MEMORIAL DAY
June 2021	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 22	9:00 a.m.	Budget Workshop County Courthouse, 5 th Floor Commission Chambers
	<i>Tuesday 29 - Friday July 2</i>		<i>FAC Annual Conference & Educational Exposition Orange County; Orlando, FL</i>
July 2021	Monday 5	Offices Closed	INDEPENDENCE DAY observed
	Tuesday 13	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Thursday 15</i>	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	<i>Friday 16 - Monday 19</i>		<i>NACo Annual Conference Travis County / Austin, Texas</i>
	Tuesday 27	No Meeting	BOARD RECESS
	<i>Wednesday – Saturday TBD</i>		<i>National Urban League Annual Conference</i>
August 2021	<i>Friday 13 - Sunday 15</i>		<i>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</i>
September 2021	Monday 6	Offices Closed	LABOR DAY
	Tuesday 14	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 20/21*
	<i>Wednesday - Thursday TBD</i>		<i>FAC Innovation & Policy Conference</i>
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, City Commission Chambers

Month	Day	Time	Meeting Type
September 2021 (cont.)	Tuesday 28	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 20/21*
	Wednesday – Sunday TBD	<i>typically mid-September</i>	<i>Congressional Black Caucus Annual Legislative Conference – Washington D.C.</i>
<i>*These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings</i>			
October 2021	<i>Sunday 3 – Wednesday 6</i>		<i>ICMA Annual Conference Multnomah County - Portland, Oregon</i>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday TBD	9:00 a.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 26		Meeting and/or Workshop (to be determined) County Courthouse, 5 th Floor Commission Chambers
November 2021	Tuesday 9	3:00 p.m.	Reorganization and Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 18	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Thursday 25	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2021	<i>Wednesday - Friday TBD</i>		<i>FAC Legislative Conference</i>
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday TBD	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Friday 24	Offices Closed	CHRISTMAS EVE
	Friday 31	Offices Closed	NEW YEAR'S EVE
January 2022	Tuesday 11	No Meeting	BOARD RECESS

Board of County Commissioners Leon County, Florida

Policy No. 18-2

Title: Meeting Dates for Board of County Commissioners

Date Adopted October 23, 2018

Effective Date October 23, 2018

Reference N/A

Policy Superseded: **Policy No. 69-2**, "Meeting Dates for Board of County Commissioners," adopted 3/11/69; **Policy No. 93-12**, "Meeting Dates for Board of County Commissioners," adopted 1/12/93; **Policy No. 03-09**, "Meeting Dates for Board of County Commissioners," adopted May 27, 2003, revised January 25, 2005; revised November 18, 2008; revised March 26, 2009

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 03-9, "Meeting Dates for Board of County Commissioners" revised March 26, 2009 is hereby repealed and superseded, and a new policy hereby adopted, to wit:

The Board shall annually adopt a meeting calendar that will generally schedule regular commission meetings on the 2nd and 4th Tuesday of the month, excluding holidays or other conflicts as determined by the Board. If there is not sufficient or timely business to come before the Board for any previously scheduled meeting, the County Administrator may recommend for the Chairman to cancel or reschedule a meeting.

Certain other meetings of the Board of County Commissioners may occur from time to time, which shall be noticed in advance pursuant to Section 286.011, Florida Statutes.

2021

Holidays & Observances

January

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

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14	15	16	17	18	19	20
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28	29	30	31			

April

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

Su	M	Tu	W	Th	F	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan 01	New Year's Day
Jan 18	Martin Luther King Day
Feb 12	Chinese New Year
Feb 12	Lincoln's Birthday
Feb 14	Valentine's Day
Feb 15	President's Day
Feb 17	Ash Wednesday
Mar 14	Daylight Saving (begin)
Mar 17	St. Patrick's Day
Mar 20	Vernal equinox (GMT)
Mar 28	Passover
Apr 01	April Fool's Day
Apr 04	Easter
Apr 13	Ramadan begins
Apr 21	Admin Assistants Day
May 09	Mother's Day
May 23	Pentecost
May 31	Memorial Day
Jun 14	Flag Day
Jun 20	Father's Day
Jun 21	June Solstice (GMT)
Jul 04	Independence Day
Sep 06	Labor Day
Sep 07	Rosh Hashanah
Sep 16	Yom Kippur
Oct 11	Columbus Day
Oct 31	Halloween
Nov 07	Daylight Saving (end)
Nov 11	Veterans Day
Nov 25	Thanksgiving
Nov 28	Hanukkah begins
Dec 21	December Solstice (GMT)
Dec 25	Christmas Day
Dec 26	Kwanzaa begins
Dec 31	New Year's Eve

LCS 2020-2021 REGULAR CALENDAR

2020 – August	17	Teachers Report
	17 - 21	Teacher Planning/Inservice Days
	24 - 28	Teacher Planning/Inservice Days
	31	Students Report
September	7	Labor Day Holiday (Districtwide)
	28	Fall Holiday (Districtwide)
October	29	End of First Nine Weeks
	30	Teacher Planning/Inservice Day
November	11	Veterans Day Holiday (Districtwide)
	25 - 27	Thanksgiving Holidays (Students & Teachers Out)
	26, 27	Thanksgiving Holidays (Districtwide)
December	21 - 31	Winter Holidays (Districtwide)
2021 - January	1 & 4	Winter Holidays (Districtwide)
	5	Students and Staff Return
	12, 13 & 14	Middle & High School Exam Days/Elementary, Middle & High Full Days
	14	End of Second Nine Weeks
	15	Teacher Planning/Inservice Day
	18	Martin Luther King Holiday (Districtwide)
February	15	Presidents Day Holiday (Districtwide)
March	15 - 19	Spring Break (Students & Teachers Out)
	19	District Offices and School Sites Closed (DC)
	22	Teachers & Students Return
April	1	End of Third Nine Weeks
	2	Spring Holiday
	5	Teacher Planning/Inservice Day
May	31	Memorial Day Holiday (Districtwide)
June	8,9 & 10	Middle & High School Exam Days/Elementary, Middle & High Early Release
	10	Last Day of School/End of Fourth Nine Weeks
	11 & 14	Teacher Planning/Inservice Day
	14	Four Day Work week Begins
	TBD	Summer Reading Academy & ESE Summer Services Training
	TBD	Summer Reading Academy & ESE Summer Services Planning
	TBD	First day of SRA and ESE Summer Services
	TBD	SRA and ESE Summer Services
July	TBD	SRA and ESE Holiday Break
	5	Fourth of July Holiday (Districtwide)
	TBD	SRA and ESE Summer Services Resume
	TBD	SRA and ESE Summer Services
	29	Last Day of Four-Day Workweek

COVID 19: [CLICK HERE FOR UP TO DATE INFORMATION.](#)

Florida Association of Counties provides many opportunities for county officials to gain valuable knowledge and compare experiences with other officials from across the state. Our four conferences are:

2020 CALENDAR OF EVENTS

[CLICK HERE](#) to print the 2020 Calendar of Events

INNOVATION & POLICY CONFERENCE

September 9-10, 2020

PGA National Resort - Palm Beach County

The Innovation & Policy Conference will showcase county innovative programs and projects around the state; deliver new educational opportunities for county commissioners and staff; and launch fresh, research based leadership training for FAC members. In addition, this Summit is designed to facilitate discussion on the many policy issues facing counties, debate new and old issues and begin to narrow down the policies for a final vote before the end of the year.

LEGISLATIVE CONFERENCE

December 2-4, 2020

Hyatt Regency - Duval County

The FAC Legislative Conference is the final opportunity for the membership and Legislative Policy Committees to meet and voice their opinion on the policies FAC lobbies during the legislative session. On the final day, commissioners vote and adopt the final FAC policies.

LEGISLATIVE DAY

March 17, 2021

Challenger Learning Center - Leon County

Each year during the height of the Legislative Session, FAC hosts our legislative day in Leon County. Commissioners and staff are encouraged to come to Tallahassee to assist in the lobbying efforts to protect home rule and prevent unfunded mandates. The day begins with a legislative briefing and the afternoon is spent lobbying local delegations; a reception honoring the Legislature will be held that evening.

ANNUAL CONFERENCE & EDUCATIONAL EXPOSITION

June 29 - July 2, 2021

Hyatt Regency Orlando - Orange County

For more than 90 years, the Florida Association of Counties has held an annual conference. This is the largest FAC event each year and offers an opportunity for hundreds of commissioners and county staff from across the state to come together for continuing education and critical networking. In addition to the educational sessions, this event also includes a 100+ booth educational exhibition – with exhibitors from around the country sharing cost saving tools and products with counties.

Future Annual Conference Dates

June 28 - July 1, 2022 (Hyatt Regency Orlando - Orange County)

For exhibitor opportunities, [please visit our Tradeshow page on Work With Counties!](#)

ABOUT

ADVOCACY

INSTITUTE

EVENTS

PROGRAMS



ICG Planning Calendar – 2020/2021

August 2020

- 13 ACC I – Session 3 (final class; cancelled in April due to COVID)
- 20 ACC II – Session 1.1 (3:00 – 4:30)
- 21 ACC II – Session 1.2 (8:30 – 10:30)

September 2020

- 3 ACC I – Session 1.1 (3:00 – 4:30)
- 4 ACC I - Session 1.2 (8:30 – 10:30)
- 8 Ethics (Virtual)
- 9-11 Innovation and Policy Conference
- 14 Growth Management (Virtual)
- 17 ACC II – Session 2.1 (3:00 – 4:30)
- 18 ACC II - Session 2.2 (8:30 – 10:30)

October 2020

- 1 ACCC I – Session 2.1 (8:30 – 10:30)
- 2 ACCC I – Session 2.2 (3:00 – 4:30)
- 15 ACC II – Session 3.1 (3:00-4:30)
- 16 ACC II – Session 3.2 (8:30 – 10:30)

November 2020

- 5 ACC I – Session 3.1 (3:00 – 4:30)
- 6 ACC I – Session 3.2 (8:30 – 10:30)
- 19 ACC II – Session 4.1 (3:00 – 4:30)
- 20 ACC II – Session 4.2 (8:30 – 10:30)

December 2020

- 1 Ethics (Duval - Legislative Conference)
- 3 New Commissioner Orientation (Duval – Legislative Conference)
- 4 *Leadership Forum: Chairman’s Program* (Duval – Legislative Conference)
- 3 ACC I – Session 4.1 (3:00 – 4:30)
- 4 ACC I – Session 4.2 (8:30 – 10:30)

- 17 ACC II – Session 5.1 (3:00 – 4:30)
- 18 ACC II – Session 5.2 (8:30 – 10:30)

January 2021

- 7 ACC I – Session 5.1 (3:00 – 4:30)
- 8 ACC I – Session 5.2 (8:30 – 10:30)
- 21 ACC II – Session 6.1 (3:00 – 4:30)
- 22 ACC II – Session 6.2 (8:30 – 10:30)

February 2020

- 4 ACC I – Session 6.1 (3:00 – 4:30)
- 5 ACC I – Session 6.2 (8:30 – 10:30)
- 18 ACC II – Session 7.1 (3:00 – 4:30)
- 19 ACC II – Session 7.2 (8:30 – 10:30)

March 2020

- 4 ACC I – Session 7.1 (3:00 – 4:30)
- 5 ACC I – Session 7.2 (8:30 – 10:30)
- 16 Ethics (Tallahassee)
- 17 Legislative Day (Tallahassee)
- 18 New Commissioner / Structure and Authority (Leg. Day – Tallahassee)
- 19 Commissioner Roles and Responsibilities (Leg. Day – Tallahassee)
- 18 ACC II - Session 8.1 (3:00 – 4:30)
- 19 ACC II – Session 8.2 (8:30 – 10:30)

April 2021

- 1 ACC I – Session 8.1 (3:00 – 4:30)
- 2 ACC I – Session 8.2 (8:30 – 10:30)

Future Conference Dates

LEGISLATIVE CONFERENCE

FEBRUARY 20 - FEBRUARY 24, 2021

Marriott Wardman Park
Washington, DC

FEBRUARY 12 - FEBRUARY 16, 2022

Marriott Wardman Park
Washington, DC

FEBRUARY 11 - FEBRUARY 15, 2023

Marriott Wardman Park
Washington, DC

ANNUAL CONFERENCE AND EXPOSITION

JULY 16 - 19, 2021

Austin Convention Center
Travis County/Austin, Texas

JULY 21 - 24*, 2022

Gaylord Rockies Resort & Convention Center
Adams County/Aurora, Colorado
*(*note new pattern Thu-Sun)*



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Future and Past Conferences

Since 1914, ICMA has sponsored an annual conference that enables local government managers and their staffs to network, discuss key management issues, review major local government developments, adopt policy statements, and conduct association business. Conference keynote addresses, educational sessions, workshops, and field demonstrations provide attendees with an unparalleled opportunity for acquiring new tools and techniques to address the problems facing communities and local government administrators today. Questions about the ICMA Annual Conference can be e-mailed to customerservices@icma.org.

Future Annual Conference Dates and Locations

Nashville/Davidson County, Tennessee

October 20-23, 2019

Toronto, Ontario, Canada

September 23-26, 2020

Portland/Multnomah County, Oregon

October 3-6, 2021

Columbus/Franklin County, Ohio

September 18-21, 2022

Austin/Travis County, Texas

October 1-4, 2023

Pittsburgh/Allegheny County, Pennsylvania

September 22-25, 2024

Tampa/Hillsborough County, Florida

October 26-29, 2025

Long Beach/Los Angeles County, California

October 18-21, 2026

Past Annual Conference Dates and Locations

Questions about the ICMA Annual Conference can be e-mailed to customerservices@icma.org.



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Annual Chamber Conference

Presented By:



The Annual Chamber Community Conference brings together all elements of the business community, from home-based entrepreneurs to key business and political leaders, to discuss real issues affecting our region's future. With breakout sessions, networking opportunities and plenty of fun, this conference allows attendees to make connections that will last a lifetime. Always held out of town, the weekend is a mix of business and pleasure for the whole family.

FOR THE SAFETY OF OUR ATTENDEES AND STAFF, THE 2020 ANNUAL CHAMBER COMMUNITY CONFERENCE HAS BEEN CANCELED. PLEASE MARK YOUR CALENDAR FOR AUGUST 13-15, 2021. WE LOOK FORWARD TO SEEING YOU IN 2021.

PLATINUM SPONSOR



EVENT SPONSORS



Leon County Government

The schedule below reflects the DRAFT holiday schedule for 2021 per Board Policy No. 03-16.

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day 2021	Friday, January 1, 2021
Martin Luther King Jr. Day	Monday, January 18, 2021
Memorial Day	Monday, May 31, 2021
Independence Day (observed)	Monday, July 5, 2021 (actual Sun., July 4)
Labor Day	Monday, September 6, 2021
Veteran's Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Friday after Thanksgiving	Friday, November 26, 2021
Christmas Day	Friday, December 24, 2021 (actual Sat., Dec.25)
New Year's Day 2022	Friday, December 31, 2020 (actual Sat., Jan. 1)

An additional holiday is pending Board of County Commission consideration at the September 29, 2020 meeting:

Juneteenth Independence Day	Friday, June 18, 2021 (actual Sat., June 19)
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2021 Planning Department Comprehensive Plan Meetings		
Date*	Time	Meeting
January 5	6:00 p.m.	Local Planning Agency / Planning Commission Workshop on 2021 Comp Plan Amendments
February 2	6:00 p.m.	Local Planning Agency / Planning Commission Public Hearing on the 2021 Cycle Comp Plan Amendments <i>at the Renaissance Center</i>
March 23	1:00 p.m.	Joint City/County Workshop on the 2021 Cycle Comprehensive Plan Amendments <i>at the County Commission Chambers</i>
April 13	6:00 p.m.	Joint City/County Adoption Hearing for Small Scale Map Amendments and Transmittal Hearing for Text and Large Scale Map Amendments on the 2021 Cycle Comprehensive Plan Amendments <i>at the County Commission Chambers</i>
June 8	6:00 p.m.	Joint City/County Adoption Hearing for Text and Large Scale Map Amendments on the 2021 Cycle Comprehensive Plan Amendments <i>at the County Commission Chambers</i>
<i>*All meetings are held on Tuesday.</i>		

Blueprint Intergovernmental Agency Board of Directors Agenda Item #5

September 17, 2020

Title: Approval of the 2021 Blueprint Intergovernmental Agency Meeting Schedule

Category: Consent

Intergovernmental Management Committee: Vincent S. Long, Leon County Administrator
Reese Goad, City of Tallahassee Manager

Lead Staff / Project Team: Benjamin H. Pingree, Director, Department of PLACE
Autumn Calder, Director, Blueprint
Cristina Paredes, Director, Office of Economic Vitality

STATEMENT OF ISSUE:

This agenda item seeks Blueprint Intergovernmental Agency Board of Directors (IA Board) approval of the proposed 2021 Blueprint Intergovernmental Agency Meeting Schedule.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDED ACTION:

Option 1: Approve the proposed 2021 Blueprint Intergovernmental Agency Meeting Schedule.

SUPPLEMENTAL INFORMATION:

The Blueprint Meeting Schedule and Agenda Policy provides that the Director of PLACE, Blueprint Director, and Office of Economic Vitality (OEV) Director will prepare a draft Meeting Schedule. The proposed schedule, reviewed by the Intergovernmental Management Committee (IMC), specifies dates, times, and locations for IA Board meetings for a period of at least one year; that may also include committee meetings for the same period.

The proposed Blueprint Intergovernmental Agency Meeting Schedule for 2021 includes six IA Board Meetings and two IA Board workshops on the Strategic Plan and Budget. The proposed 2021 Meeting Schedule provides two hours for each workshop and three hours for each IA Board Meeting.

Blueprint Intergovernmental Agency Board (Tallahassee City Commission Chambers, 3:00 to 6:00 PM, unless otherwise noted)

- Thursday, February 18, 2021*
*Economic Development Strategic Plan Workshop, 1:00 to 3:00 PM
- Thursday, April 8, 2021
- Thursday, May 27, 2021*
*Blueprint Intergovernmental Agency Budget Workshop, 1:00 to 3:00 PM
- Thursday, July 15, 2021
- Thursday, September 23, 2021, 5:00 to 8:00 PM*
*Budget Public Hearing 6:00 PM
- Thursday, December 9, 2021

Blueprint Technical Coordinating Committee (Blueprint Conference Room, 1:00 to 3:00 PM)

- Monday, February 1, 2021
- Monday, March 22, 2021
- Monday, May 10, 2021
- Monday, June 28, 2021
- Tuesday, September 7, 2021*
- Monday, November 15, 2021
*adjusted for holiday

Blueprint Citizens Advisory Committee (Blueprint Conference Room, 4:30 to 6:30 PM)

- Thursday, February 4, 2021
- Thursday, March 25, 2021
- Thursday, May 13, 2021
- Thursday, July 1 2021
- Thursday, September 9, 2021
- Thursday, November 18, 2021

Economic Vitality Leadership Council (OEV Conference Room, 11:30 to 1:30 PM)

- Wednesday, February 3, 2021 – Strategic Plan Review Meeting
- Wednesday, March 23, 2021
- Wednesday, May 12, 2021
- Wednesday, June 30, 2021
- Wednesday, September 8, 2021
- Wednesday, November 17, 2021

MWSBE Citizens Advisory Committee (Blueprint Conference Room, 11:30 to 1:30 PM)

- Tuesday, February 2, 2021
- Tuesday, March 22, 2021
- Tuesday, May 11, 2021
- Tuesday, June 29, 2021
- Tuesday, September 7, 2021
- Tuesday, November 16, 2021

Action by EVLC, TCC, and CAC: This item was presented to the TCC, EVLC, and CAC at their August 31, 2021, September 2, 2021, and September 3, 2021, meetings, respectively. All committees concurred with staff's recommendation.

OPTIONS:

Option 1: Approve the proposed 2021 Blueprint Intergovernmental Agency Meeting Schedule.

Option 2: IA Board Direction.

RECOMMENDED ACTION:

Option 1: Approve the proposed 2021 Blueprint Intergovernmental Agency Meeting Schedule.

Attachments:

No attachments.

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

Leon County Board of County Commissioners

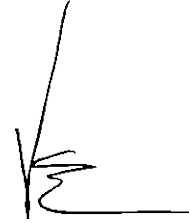
Agenda Item #3

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Resolution of Support for the Florida Legislature's Expansion of Medicaid Eligibility



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 Nicki Paden, Management Analyst

Statement of Issue:

This item seeks Board consideration of a Resolution urging the Florida Legislature to expand the Medicaid program under the Affordable Care Act to include eligibility for low-income individuals earning less than 138% of the federal poverty level.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the Resolution of support for Medicaid expansion in Florida (Attachment #1).

Report and Discussion

Background:

This item seeks Board consideration of a Resolution of support (Attachment #1) urging the Florida Legislature to expand the Medicaid program under the Affordable Care Act. This expansion would provide Medicaid coverage eligibility for adults under the age of 65 with incomes up to 138% of the federal poverty level, and the federal government would provide an enhanced federal match to provide coverage to newly eligible people. The proposed Resolution is requested and supported by the Medicaid Matters for Florida Coalition, the League of Women Voters of Florida, and the League of Women Voters of Tallahassee.

Analysis:

Authorized under the Social Security Act, Medicaid was established in 1965 as a federal-state-local partnership to provide health insurance coverage to low-income children and their families, seniors and people with disabilities. The federal government provides oversight and broad guidelines for Medicaid, such as minimum eligibility and benefit requirements, while states have flexibility within these guidelines in administering the program, often in partnership and with assistance from counties. This flexibility allows states to respond to unforeseen increases in health care needs and costs due to factors such as changing demographics, new medical technology and ways to deliver care as well as public health emergencies such as Zika and most recently, COVID-19.

The Affordable Care Act (ACA) granted states the ability to expand Medicaid eligibility to nearly all low-income adults, including those without children, earning up to 138% of the federal poverty level. In 2012, the U.S. Supreme Court ruled that this expansion of the Medicaid program is optional for states (*National Federation of Independent Business v. Sebelius*). Florida is currently one of twelve states that have not opted to expand coverage to low-income adults without children under the ACA. Voters in Missouri and Oklahoma approved referenda earlier this year to expand Medicaid in their states.

According to a 2019 report by the Florida Policy Institute (Attachment #2), to qualify for Medicaid in Florida, a family of three with dependent children must not earn more than 32% of the federal poverty level, or \$6,825 per year. To qualify for marketplace health insurance assistance, a family of three with dependent children must earn at least \$21,330 per year. Families between \$6,825 and \$21,330 annual income are not eligible for any coverage, representing what is known as the "coverage gap." If Florida were to expand Medicaid, the Legislature's Office of Economic and Demographic Research has projected that for FY 2022-23, 964,056 Floridians would gain access to affordable health care. This includes adults in the coverage gap and those with incomes up to 138% of poverty.

To offset the financial burden of covering additional individuals, the federal government covered 100% of the Medicaid costs for newly eligible enrollees in 2016, 94% of costs starting in FY 2018, and 90% in 2020 and thereafter. According to the Florida Policy Institute report referenced above, the State of Florida would realize an estimated net savings of nearly \$200 million in FY 2022-23 by accessing these enhanced federal matching funds for income-based Medicaid beneficiaries.

under expansion. Additionally, in a paper published in 2020 in the *New England Journal of Medicine*, researchers from Harvard and the Massachusetts Institute of Technology concluded that Medicaid spending has been subsidized entirely by increased federal funding to states that have expanded access, with no significant changes in spending from state revenues associated with Medicaid expansion and no evidence that Medicaid expansion forced states to cut back on spending on other priorities, such as education, transportation, or public assistance. The paper also found that the enhanced federal matching dollars from Medicaid in expansion states also offset costs incurred by public hospitals, mental health centers, and health care providers for people involved in the criminal justice system.

As a result of the COVID-19 pandemic, the number of people needing medical care has increased significantly, as well as the number of Florida and Leon County residents who have fallen into low-income brackets due to unemployment. Given these considerations, the Medicaid Matters for Florida Coalition and the League of Women Voters have requested the Board's support in advocating for the State of Florida to accept federal funding to expand Medicare coverage. Should the Board wish to adopt the Resolution, copies of the Resolution will be shared with the members of Leon County's legislative delegation, the Governor, the Speaker of the House, and the Senate President.

Options:

1. Adopt the Resolution of support for Medicaid expansion in Florida (Attachment #1).
2. Do not adopt the Resolution of support for Medicaid expansion in Florida.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Resolution of support
2. 2019 Florida Policy Institute Report

LEON COUNTY RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO APPROVE MEDICAID EXPANSION FOR CERTAIN QUALIFIED ADULTS UNDER THE AGE OF 65 IN AN EFFORT TO IMPROVE THE HEALTH OF FLORIDIANS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Leon County Board of County Commissioners ("Board") maintains in the highest regard the well-being of all Leon County residents; and

WHEREAS, over 10,000 adults in Leon County between the age of 19-64 with incomes below 138 percent of the Federal Poverty Level are uninsured; and

WHEREAS, the Patient Protection and Affordable Care Act (P.L. 111-148) provides federal funding for states to expand Medicaid to all citizens with incomes less than 138 percent of the federal poverty level; and

WHEREAS, such expansion of the Medicaid program in the state of Florida would extend health insurance coverage to more than 800,000 Floridians; and

WHEREAS, according to the Florida Policy Institute, such expansion would result in a reduction of roughly \$200 million in the state's general revenue expenditures for Fiscal Year 2022-23; and

WHEREAS, without such expansion of the Medicaid program, many of the poorest citizens in Florida and in Leon County, especially adults without children with incomes below 100 percent of the federal poverty level, will continue to be without health insurance coverage; and

WHEREAS, in light of increased health care needs resulting from the global COVID-19 pandemic and for broader overall public health purposes, it is necessary that Floridians who are most in need have access to health insurance; and

WHEREAS, the Board believes all residents should have access to quality, affordable health coverage.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that the Board does hereby urge the Florida Legislature and the Governor to accept federal funds to expand Medicaid in Florida.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Governor, the President of the Senate, the Speaker of the House of Representatives, and Leon County's legislative delegation.

This resolution shall have effect upon adoption.

1
2 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
3 Florida, this _____ day of _____, 20____.

4
5 LEON COUNTY, FLORIDA

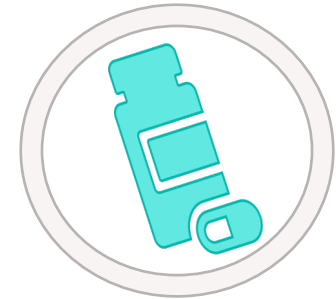
6
7
8 By: _____
9 Bryan Desloge, Chairman
10 Board of County Commissioners

11
12 ATTESTED BY:
13 Gwendolyn Marshall, Clerk of Court
14 & Comptroller, Leon County, Florida

15
16
17 By: _____

18
19 APPROVED AS TO FORM:
20 Leon County Attorney's Office

21
22
23 By: _____
24 Chasity H. O'Steen, Esq.
25 County Attorney



POTENTIAL BUDGET SAVINGS AND REVENUE GAINS FROM MEDICAID EXPANSION IN FLORIDA

June 2019

OVERVIEW

Section 1: The Takeaway

Section 2: The Context

Section 3: By the Numbers

Section 4: Potential Savings from Accessing Enhanced Federal Matching Funds

Section 5: Potential Savings from Replacing General Revenue Funds with Federal Medicaid Funds

Section 6: Summary of Savings and Revenue Gains

SECTION 1:

The Takeaway



THE TAKEAWAY: OUTCOMES

Based on the experience of other states, legislative projections, and our own analysis, Medicaid Expansion could:

- Significantly reduce the number of uninsured Floridians.
- Reduce state costs for uncompensated health care.
- Result in significant budget savings and increased state revenues.
- Free up state general revenue funds for other priorities.

Sources:

Buettgens, M., *The Implications of Medicaid Expansion in the Remaining States: 2018 Update*, Urban Institute, May 2018.

<https://www.urban.org/research/publication/implications-medicaid-expansion-remaining-states-2018-update>

Dorn, S. et al., *The Cost of Not Expanding Medicaid: An Updated Analysis*. Robert Wood Johnson Foundation. April 2017.

<https://www.rwjf.org/en/library/research/2017/04/the-cost-of-not-expanding-medicaid.html>

Antonisse, Larisa et al., *The Effects of Medicaid Expansion Under the ACA: Updated Findings from a Literature Review*. Kaiser Family Foundation. March 2018.

<https://www.kff.org/medicaid/issue-brief/the-effects-of-medicaid-expansion-under-the-aca-updated-findings-from-a-literature-review-march-2018/>

Bachrach et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data Shows Consistent Economic Benefits Across Expansion States*. Robert Wood Johnson Foundation. March 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097



THE TAKEAWAY: NET SAVINGS

TOTAL NET ESTIMATED SAVINGS OF MEDICAID EXPANSION IN FLORIDA FOR FY 2022-2023:

\$198,995,000

Notes:

This report focuses on specifically identified state programs where budget savings could be realized with Medicaid expansion. However, it is important to note that there are additional state funded programs, not analyzed in this report, where millions more in savings could be generated. This includes multiple public health programs delivered through county health departments and disease prevention and treatment programs, such as those focused on HIV/AIDS, STDs and TB.

Also not considered in this estimate is new revenue likely to be generated for state and local governments from overall increased economic activity due to the infusion of billions of new federal dollars.

Additional state costs that would be imposed are based on Office of Economic & Demographic Research (EDR) projections for FY 2022-23. Medically Needy gross savings are based on EDR's projected savings for FY 2022-23. We chose FY 2022-2023 assuming that expansion enrollment would be close to fully ramped up at this time.

Other Medicaid program estimated savings are based on the most recently available Agency for Health Care Administration (AHCA) enrollment and cost data, typically 2018-19 data. However, these costs are likely to rise in the future, meaning that potentially there are even greater savings that could be gained through expansion.

The report also considers the experience of other Medicaid expansion states.



THE TAKEAWAY: LONG-TERM SAVINGS

- Even with the lower enhanced federal match, the state will experience long term savings.
- Other states that have already expanded Medicaid have experienced state budget gains since expansion.

Sources:

Buettgens, M., *The Implications of Medicaid Expansion in the Remaining States: 2018 Update*, Urban Institute, May 2018.

<https://www.urban.org/research/publication/implications-medicaid-expansion-remaining-states-2018-update>

Antonisse, L. et al., *The Effects of Medicaid Expansion under the ACA: Updated Findings from a Literature Review*, Kaiser Family Foundation, 2018.

<https://www.kff.org/medicaid/issue-brief/the-effects-of-medicaid-expansion-under-the-aca-updated-findings-from-a-literature-review-march-2018/>

Dorn, S. et al., *The Cost of Not Expanding Medicaid: An Updated Analysis*, Urban Institute. 2017. <https://www.rwjf.org/en/library/research/2017/04/the-cost-of-not-expanding-medicaid.html>

Dorn, S. et al., *The Cost to States of Not Expanding Medicaid*. 2016. <http://www.urban.org/sites/default/files/alfresco/publication-pdfs/2000886-The-Cost-to-States-of-Not-Expanding-Medicaid.pdf>

SECTION 2:

The Context



THE CONTEXT: WHAT IS EXPANSION?

- Medicaid expansion under the Affordable Care Act (ACA) includes adults under the age of 65 with incomes up to 138 percent of the Federal Poverty Level (FPL). For 2019, this is \$17,236 for an individual and \$29,435 for a family of three.
- A June 2012 U.S. Supreme Court ruling made expansion of Medicaid optional for states.
- Florida is one of 14 states that have opted not to expand Medicaid.
- For Medicaid expansion states, the federal government covered 100 percent of the Medicaid costs for newly eligible enrollees in 2016, and covered 94 percent of costs starting in FY 2018. The federal share phases down to 90 percent in 2020 and thereafter.

Sources:

Dorn, S. et al., *The Cost of Not Expanding Medicaid: An Updated Analysis*. Urban Institute. 2017.

https://www.urban.org/sites/default/files/publication/98467/the_implications_of_medicaid

Kaiser Family Foundation, *Status of State Action on Medicaid Expansion*, May 13, 2019. <https://www.kff.org/health-reform/state-indicator/state-activity-around-expanding-medicaid-under-the-affordable-care-act/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D>

U.S. Dept. of Health & Human Services. *2019 Federal Poverty Guidelines*. <https://aspe.hhs.gov/2019-poverty-guidelines>

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Posted September 21, 2020



THE CONTEXT: WHEN CAN STATES EXPAND?

- There is no deadline for states to expand Medicaid.
- The current Medicaid expansion Federal Medical Assistance Percentage (FMAP) would apply:

FMAP for New Enrollees

Fiscal Year	2017	2018	2019	2020
FMAP	95	94	93	90

Sources:

Dorn, S. et al., *The Cost of Not Expanding Medicaid: An Updated Analysis*. Urban Institute. 2017.

https://www.urban.org/sites/default/files/publication/98467/the_implications_of_medicaid

Kaiser Family Foundation, *Status of State Action on Medicaid Expansion*, May 13, 2019. <https://www.kff.org/health-reform/state-indicator/state-activity-around-expanding-medicaid-under-the-affordable-care-act/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D>

U.S. Dept. of Health & Human Services. *2019 Federal Poverty Guidelines*. <https://aspe.hhs.gov/2019-poverty-guidelines>

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Posted September 21, 2020



THE CONTEXT: WHO QUALIFIES NOW?

- To qualify for Medicaid in Florida, a family of three with dependent children must not earn more than 32 percent of the FPL, or \$6,825 per year.
- To qualify for marketplace health insurance assistance, a family of three with dependent children must earn at least \$21,330 per year. Families between \$6,825 and \$21,330 annual income are not eligible for any coverage, representing the coverage gap.
- Adults without dependent children are currently ineligible for Medicaid unless they have severe, long-term disabilities.

Sources:

U.S. Dept. of Health & Human Services. 2019 Federal Poverty Guidelines. <https://aspe.hhs.gov/2019-poverty-guidelines>
The Florida Legislature, Office of Economic and Demographic Research (EDR). *Impact Analysis of SB 2-A, As Filed (With Preliminary numbers for proposed Amendment)*. June, 2015. edr.state.fl.us/Content/presentations/affordable-care-act/SB2-AHousePresentation_ImpactAnalysisAsFiled.pdf



THE CONTEXT: WHO WOULD BENEFIT?

- With Medicaid expansion, families with incomes up to 138 percent of the FPL would be eligible for Medicaid coverage - \$17,236 for an individual and \$29,435 for a family of three in 2019.
- Expansion would guarantee healthcare coverage to:
 - Floridians who are currently in the coverage gap.
 - Floridians who are struggling to afford marketplace health insurance.
- If Florida were to expand Medicaid, EDR projects that for FY 2022-23, 964,056 Floridians would gain access to affordable health care. This includes adults in the coverage gap and those with incomes up to 138% of poverty.

Notes:

This report assumes enrollment based on EDR's FY 2022-2023 enrollment projections. We selected FY 2022-2023 because we expect enrollment will be close to fully ramped up by this time.

Sources:

The Florida Legislature, Office of Economic and Demographic Research (EDR). *Impact Analysis of SB 2-A, As Filed (With Preliminary numbers for proposed Amendment)*. June 1, 2015. <http://edr.state.fl.us/Content/presentations/affordable-care-act/SB2-AHousePresentationImpactAnalysisAsFiled.pdf>; U.S. Dept. of Health & Human Services, 2019 Poverty Guidelines. <https://aspe.hhs.gov/2019-poverty-guidelines>; U.S. Centers for Medicaid and Medicare Services, <https://www.healthcare.gov/medicaid-chip/medicaid-expansion-and-you/>



THE CONTEXT: FMAP

- The Federal Medical Assistance Percentage (FMAP) is a formula through which the federal government pays a larger portion of Medicaid costs in states with lower per capita incomes relative to the national average and smaller portion for states with higher per capita incomes.
- For the current federal fiscal year, Florida's regular FMAP is 61.47 and the state share is 38.53. This means for every \$1 Florida spends on Medicaid, it receives \$0.61 from the federal government while only \$0.38 comes from Florida funds.
- However, with expansion the state would get an enhanced federal match for newly-eligible people. In 2020 the enhanced match is 90 percent.

Sources:

Office of Economic and Demographic Research, SSEC Official FMAP, Feb. 28, 2019. <http://edr.state.fl.us/Content/conferences/fmap/index.cfm>; Rudowitz, R., et al., *10 things to Know About Medicaid*, Kaiser Family Foundation, March 6, 2019. <https://www.kff.org/medicaid/issue-brief/10-things-to-know-about-medicaid-setting-the-facts-straight/>



THE CONTEXT: BENEFITS TO STATES

- States that expand Medicaid benefit financially by accessing enhanced federal matching funds for income-based Medicaid beneficiaries under expansion.
- If Florida were to expand Medicaid, at least 90 cents of every dollar spent could come from the federal government for newly eligible low-income adults, and other services would qualify for this higher reimbursement.
- The current Medicaid coverage groups that would benefit from higher FMAP include:
 - Medically Needy program
 - Pregnant Women
 - Adults with Disabilities
 - Adults with Breast and Cervical Cancer
 - Adults with AIDS

Notes: The ACA definition of “newly eligible” or income-based Medicaid beneficiaries under expansion includes some groups currently covered by Medicaid with full or limited benefits (e.g., “Medically Needy” or pregnant women). With expansion some individuals who would have otherwise been covered under these existing Medicaid coverage categories would now be covered in the expansion group. For these individuals, the state will be able to access the enhanced federal match, thereby replacing state dollars with federal dollars.

Sources:

Bachrach et al., *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data Shows Consistent Economic Benefits Across Expansion States*, State Health Assistance Reform Network, April 2015. <https://www.shvs.org/resource/states-expanding-medicaid-see-significant-budget-savings-and-revenue-gains/>

Antonisse, L., et al., *The Effects of Medicaid Expansion Under the ACA: Updated Findings from a Literature Review*, Kaiser Family Foundation, March 28, 2018. <https://www.kff.org/medicaid/issue-brief/the-effects-of-medicaid-expansion-under-the-aca-updated-findings-from-a-literature-review-march-2018/>



THE CONTEXT: BENEFITS TO STATES

- States that expand Medicaid benefit financially by replacing state health care funding with federal funds.
 - Many states have supported programs and services for the uninsured — mental and behavioral health programs, public health programs, health care services for prisoners etc. — with state general fund dollars.
 - With expansion, many of the beneficiaries of these programs and services are able to secure Medicaid coverage in the new adult category, which means states can fund these services with enhanced federal — not state — dollars.
- If Florida were to expand Medicaid, the services that would be newly covered by federal funds include:
 - State mental health and substance abuse services
 - Hospital inpatient care services for prisoners
 - Uncompensated care services for uninsured and underinsured Floridians

Source:

Bachrach et al. States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States. Robert Wood Johnson Foundation. March 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwif419097



THE CONTEXT: BENEFITS TO STATES

States that expanded Medicaid have benefited financially by:

- Increasing revenue
 - States raise revenue through individual income taxes or sales taxes. Many also have corporate income taxes, property taxes and other revenue sources. When economic activity increases, these revenue sources yield more funds.
 - Medicaid expansion increases economic activity within a state. The additional federal dollars buy more health care services. A “multiplier effect” ensues when health care providers use their increased revenue to employ more personnel and buy more goods and services within the state.
- Increasing revenue generated from existing taxes on health plans and health care providers.
 - Many states raise revenue through assessments or fees on providers and health plans. Provider and health plan revenues increase with expansion, the fees generate additional revenue.
 - Florida would gain additional tax revenue from provider assessments.

Note: This report does not address potential state revenue gains from increased economic activity throughout the state with Medicaid expansion. A 2013 economic analysis found that over a 10 year period the infusion of additional federal dollars into Florida's economy would generate more than \$400 million annually in additional state and local taxes. An updated analysis is expected to be released shortly.

Sources: Bachrach et al. States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States. Robert Wood Johnson Foundation. March 2016 . http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097; Dorn, S. et al. The Cost to States of Not Expanding Medicaid. Urban Institute. August 2016. <http://www.urban.org/sites/default/files/alfresco/publication-pdfs/2000886-The-Cost-to-States-of-Not-Expanding-Medicaid.pdf>; Hodges, A. and Rahmani, M. Economic Impacts of Extending Health Care Coverage in Florida, May 2013, p. 10. <http://www.fha.org/reports-and-resources/show-details/Economic-Impacts-of-Extending-Health-Care-Coverage-in-Florida/75>



THE CONTEXT: OTHER STATES' SAVINGS

Virginia

	FY 2019	FY 2020	FY 2021
Total Cost of New Enrollees	\$81	\$226	No data available
Savings from Enhanced Federal Match	\$121	\$221	No data available
Savings from Replacing State General Fund Revenues with Medicaid Funds	\$34	\$52	No data available
Total Estimated Savings Related to Medicaid Expansion (millions)	\$74	\$47	

Michigan

	FY 2019	FY 2020	FY 2021
Total Cost of New Enrollees	\$408	\$448	\$456
Savings from Replacing State General Fund Revenues with Medicaid Funds	\$235	\$235	\$235
Estimated Revenue Gains from the Provider Taxes	\$164	\$168	\$171
Revenue Increase from State Tax Benefits	\$153	\$150	\$148
Total Estimated Savings Related to Medicaid Expansion (millions)	\$141	\$101	\$95

Sources:

Overview of the Governor's Introduced Budget, January 8, 2018.

http://sfc.virginia.gov/pdf/health/2018/010818_No1_Jones_DMAS%20Budget%20Briefing.pdf

Ayanian, John Z. ,et al., Economic Effects of Medicaid Expansion in Michigan, New England Journal of Medicine 2017, 376:407-410, Feb. 2017.

<https://www.nejm.org/doi/full/10.1056/NEJMp1613981>

Koorstra, K., Healthy Michigan Plan Savings and Cost Estimates, Fiscal Brief, House Fiscal Agency, October 30, 2018.

https://www.house.mi.gov/hfa/PDF/Alpha/Fiscal_Briefing_HMP_Savings_and_Cost_Estimates.pdf



THE CONTEXT: OTHER STATES' SAVINGS

Louisiana	FY 2019	FY 2020	FY 2021
Total Cost of New Enrollees	\$210	no data available	no data available
Savings from Replacing State General Fund Revenues with Medicaid Funds	\$313	no data available	no data available
Estimated Revenue Gains from the Hospital and Managed Care Fee	\$260	no data available	no data available
Total Estimated Savings Related to Medicaid Expansion (millions)	\$363		

Arkansas	FY 2019	FY 2020	FY 2021
Total Cost of New Enrollees	\$125	\$173	\$215
Savings from Enhanced Federal Match	\$124	\$131	\$137
Savings from Reduction in State Spending on Uncompensated Care	\$41	\$43	\$45
Increase in Premium Tax Revenues	\$25	\$26	\$27
Revenue Increase from State Tax Benefits	\$72	\$74	\$77
Total Estimated Savings Related to Medicaid Expansion (millions)	\$137	\$101	\$71

Sources:

Medicaid expansion not diverting resources from traditional Medicaid, Louisiana Budget Project, Sept. 2018. <https://www.labudget.org/wp-content/uploads/2018/09/Medicaid-HCBS.pdf>
<https://www.labudget.org/wp-content/uploads/2018/09/Medicaid-HCBS.pdf>

Final Report (Draft), Arkansas Health Reform Legislative Task Force, December 2016. Access via:
<http://www.arkleg.state.ar.us/assembly/Meeting%20Attachments/836/114804/TF%20FinalDraftReport.12-14-2016.pdf>



THE CONTEXT: OTHER STATES' SAVINGS

Virginia

Expansion will lead to \$422 million in state budget savings in FY 2019-20.

- Virginia has already forgone more than \$10.5 billion in federal funding for failing to expand prior to FY 2019.
- Expansion will create \$342 million in state budget savings over the next biennium as newly covered populations will receive the enhanced federal matching rate.
- By replacing general fund dollars currently being spent on inpatient healthcare for inmates and substance abuse and mental health care services for low income Virginians, the state will save another \$86 million.
- All told, even after the required state matching funds, Virginia will cover more than 400,000 new people and save more than \$121 million over the next biennium.

Sources:

Office of Economic and Demographic Research, SSEC Official FMAP, Feb. 28, 2019. <http://edr.state.fl.us/Content/conferences/fmap/index.cfm>; Rudowitz, R., et al., *10 things to Know About Medicaid*, Kaiser Family Foundation, March 6, 2019. <https://www.kff.org/medicaid/issue-brief/10-things-to-know-about-medicaid-setting-the-facts-straight/>



THE CONTEXT: OTHER STATES' SAVINGS

Michigan

State costs of expansion continue to be fully covered by savings and new revenue.

- Michigan has already received more than \$18 billion in federal funding to provide coverage for more than 630,000 people.
- MI has saved nearly \$1.3 billion in state spending on mental health and other programs, while generating more than \$1.6 billion in new state revenue through contributions from hospitals, health plans, and new economic activity.
- The state has cumulatively saved nearly \$2.3 billion since it expanded Medicaid.
- In FY 2020 and FY 2021, the state will save \$235 million each year by replacing previous state spending on mental health and other programs and generate \$318 million and \$319 million in revenue gains from hospitals, health plans, and from new economic activity, resulting in net savings for the state for the next two years of \$101 million and \$95 million, respectively.

Source

Ayanian, John Z., et al. *Economic Effects of Medicaid Expansion in Michigan*, New England Journal of Medicine, 376:407-410, Feb. 2017

<https://www.nejm.org/doi/full/10.1056/NEJMp1613981>

Koorstra, K., Healthy Michigan Plan Savings and Cost Estimates, House fiscal Agency, Oct. 30, 2018.

https://www.house.mi.gov/hfa/PDF/Alpha/Fiscal_Briefing_HMP_Savings_and_Cost_Estimates.pdf



THE CONTEXT: OTHER STATES' SAVINGS

Louisiana

Expansion will lead to net savings of \$361 million in FY 2018-19.

- With a higher federal match rate for Medicaid populations previously funded at the regular matching percentage and additional revenue from a premium tax on managed care organizations, Louisiana recognized state savings in FY 2016-17 of \$199 million due to expansion.
- This is expected to continue as fees from hospitals and insurance providers are projected to generate \$260 million and savings from replacing general fund spending on the uninsured and the incarcerated populations will total \$313 million. Combined, these sources will exceed the state share by more than \$361 million.

Source:

Medicaid expansion not diverting resources from traditional Medicaid, Louisiana Budget Project, Sept. 2018. <https://www.labudget.org/wp-content/uploads/2018/09/Medicaid-HCBS.pdf><https://www.labudget.org/wp-content/uploads/2018/09/Medicaid-HCBS.pdf>



THE CONTEXT: OTHER STATES' SAVINGS

Arkansas

State savings and new revenues continue to more than cover the cost of expansion.

- In FY 2020 and FY 2021, Arkansas expects to save \$131 million and \$137 million, respectively, through enhanced federal matching dollars by shifting populations from traditional Medicaid to expansion coverage, and another \$43 and \$45 million, respectively, by reducing state spending on uncompensated care.
- Further, it expects to generate new premium tax revenues of \$26 million and \$27 million and another \$74 million and \$77 million in new revenue due to increased state economic activity.
- Between the new revenues and state savings in FY 2020 and FY 2021, the state will continue to cover 320,000 more Arkansans and even with the state share of the expenses, come out ahead by \$101 million in FY 2020 and \$71 million in FY 2021.

Source:

Final Report (Draft), Arkansas Health Reform Legislative Task Force, December 2016. Access via:
<http://www.arkleg.state.ar.us/assembly/Meeting%20Attachments/836/I14804/TF%20FinalDraftReport.12-14-2016.pdf>

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SECTION 3:

By the Numbers



BY THE NUMBERS: FY 2018-19

Average Monthly Caseload	3,845,450
Per Member, Per Year (PMPY) Cost	\$7,210
Total Costs (Federal and State)	\$27.7 billion
FMAP	60.87%
Total State Appropriations	\$10.5 billion

Notes:

The current FMAP for federal FY 2019-2020 is 61.47%.

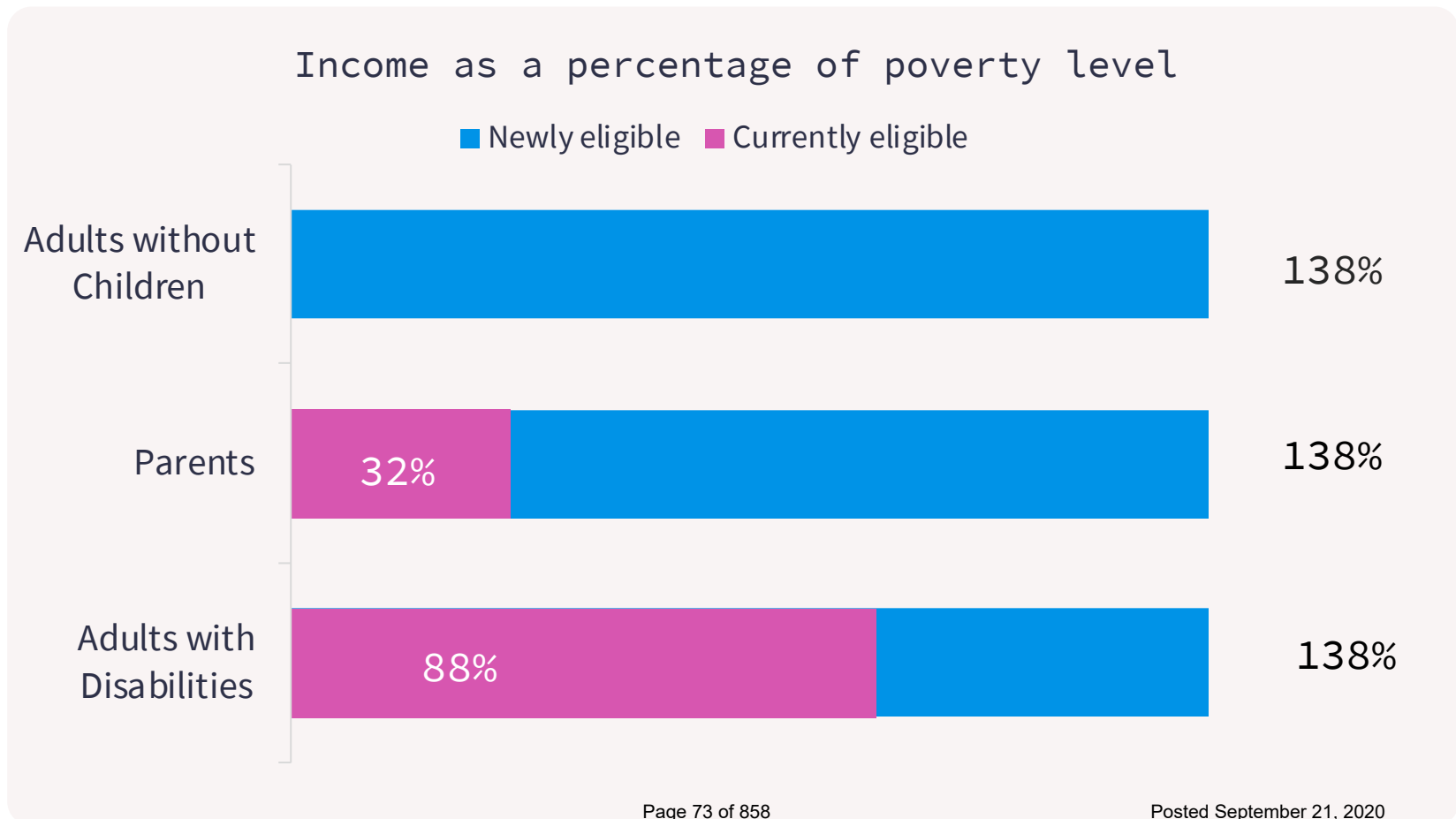
Sources:

AHCA, Medicaid Eligibility Groups for 2018-19, estimated costs, average monthly caseload & PMPM), based on March 2019 EDR Social Services Estimating Conference. (Copy provided by AHCA to FPI). <http://edr.state.fl.us/Content/conferences/medicaid/index.cfm>
EDR, Medicaid Federal Share of Matching Funds, Feb. 28, 2019. <http://edr.state.fl.us/Content/conferences/fmap/fmap.pdf>



BY THE NUMBERS: WHO GETS BENEFITS?

New coverage groups would be added and income eligibility would increase up to 138% of the Federal Poverty Level for most adults.





BY THE NUMBERS: POTENTIAL SAVINGS WITH EXPANSION OUTWEIGH COSTS

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Medicaid expansion could result in a substantial net savings to Florida's budget.

Potential Budget Impacts of Medicaid Expansion in Florida, FY 2022-2023

Estimated Costs of Expansion	\$441,900,000
Estimated Savings from Accessing Enhanced Federal Matching Funds	\$266,385,000
Estimated Savings from Replacing State General Revenue funds with Medicaid Funds	\$355,400,000
Estimated Revenue Gains	\$19,110,000
Net Estimated Savings of Medicaid Expansion in Florida	\$198,995,000

Note: Based on available data, estimates from the Office of Economic and Demographic Research (EDR) and Agency for Health Care Administration .
Source: Dorn, S., et al. *The Cost to States of Not Expanding Medicaid*. Urban Institute. 2016. <http://www.urban.org/sites/default/files/alfresco/publication-pdfs/2000886-The-Cost-to-States-of-Not-Expanding-Medicaid.pdf>



BY THE NUMBERS: EXPANSION CASELOAD

Fiscal Year	Expansion Caseload	State Cost of Expansion
2022-23	964,056	\$441.9 million

It's important to note that for the same fiscal year, \$4.1 billion of new federal funding would flow to Florida. As state costs grow, so would federal dollars.

New federal dollars are also projected to stimulate substantial increased economic activity throughout the state.

Notes:

- The newly eligible caseload projection (which includes the crowd-out, new uninsured presenters and the conversion of the Medically Needy into the expansion program based on 2011-2013 ACS Public Use Microdata Sample). The total and state cost of expansion is based on the Office of Economic and Demographic Research (EDR) projection. However, the caseload projection does not include Floridians who are currently eligible, but not enrolled in Medicaid.
- The currently eligible, but not enrolled population might be already realized. With economic recovery, more people can benefit from health insurance marketplace subsidies.
- The state cost of expansion reflects the specific cost for new uninsured presenters and the crowd-out population.
- Hodges, A. and Rahmani, M. *Economic Impacts of Extending Health Care Coverage in Florida*, May 2013, p. 10. <http://www.fha.org/reports-and-resources/show-details/Economic-Impacts-of-Extending-Health-Care-Coverage-in-Florida/75>. An updated study will be issued shortly.

Source: The Florida Legislature, Office of Economic and Demographic Research (EDR). *Impact Analysis of SB 2-A, As Filed (With Preliminary numbers for proposed Amendment)*. June 1, 2015. <http://edr.state.fl.us/Content/presentations/affordable-care-act/SB2-AHousePresentationImpactAnalysisAsFiled.pdf>

SECTION 4:

Potential State Savings from Accessing Enhanced Federal Matching Funds



POTENTIAL SAVINGS: SOURCES

- **Florida could generate budgetary savings by accessing enhanced FMAP for programs serving:**
 - Medically Needy Floridians
 - Adults with Disabilities
 - Adults with AIDS
 - Adults with Breast and Cervical Cancer
 - Pregnant Women



POTENTIAL SAVINGS: AMOUNTS FROM ENHANCED FEDERAL MATCHING FUNDS

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Potential Budget Impacts of Medicaid Expansion in Florida, FY 2022-2023

Medically Needy Program	\$172,300,000
Adults with Disabilities	\$36,437,000
Adults with AIDS	\$3,876,000
Adults with Breast and Cervical Cancer	\$1,291,000
Pregnant Women	\$52,481,000
Total	\$266,385,000



POTENTIAL SAVINGS: MEDICALLY NEEDY

STATE BUDGETARY SAVINGS FROM THE MEDICALLY NEEDY PROGRAM:

\$172,300,000

Notes and Key Assumptions:

- EDR projects that the state will save \$172.3 million from the Medically Needy program due to a higher FMAP in FY 2022-2023.
- Expansion states' experience reveals that, "High-need and high-cost individuals who previously would have only qualified for Medicaid by 'spending down' their incomes to the medically needy eligibility group instead were able to enroll in the new adult group, where the federal government provides enhanced match for their services. This is a significant area of savings for states with medically needy programs..."
- Other expansion states have realized savings in their medically needy programs.

Sources:

The Florida Legislature, Office of Economic and Demographic Research (EDR). *Impact Analysis of SB 2-A, As Filed (With Preliminary numbers for proposed Amendment)*. June, 2015. p. 7 http://edr.state.fl.us/Content/presentations/affordable-care-act/SB2-AHousePresentation_ImpactAnalysisAsFiled.pdf
Bachrach, D. et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States*. Robert Wood Johnson Foundation. March 2016.. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097



POTENTIAL SAVINGS: ADULTS WITH DISABILITIES (SSI & MEDS-AD PROGRAMS)

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STATE BUDGETARY SAVINGS FROM SSI & MEDS-AD PROGRAMS:

\$36,437,000

Notes and Key Assumptions:

- Savings from enrollees in these programs assume that some low-income individuals who previously would have had to pursue a disability determination to qualify for Medicaid will enroll into the new adult group based on income alone. Accordingly, there should be a reduction in the number of individuals seeking disability determinations for Medicaid eligibility and reduced corresponding administrative costs.
- AHCA April 2019 enrollment data show a total of 318,012 adults ages 19-64 enrolled in the SSI and MEDS-AD programs. We assume 4% annual attrition in program enrollment-12,720. The 2018-19 annual PMPM for these groups is \$10,450.68. Applying the regular state match for FY 2022-23 (37.41%) and comparing it to the enhanced match with expansion, the state is projected to save \$36,437,000. Savings would be cumulative over time.
- A study commissioned by AHCA also confirms that potential budgetary savings from the Disabled Adults Program are possible if the state chooses to expand Medicaid. Additionally, other expansion states have realized savings in these coverage categories.

Sources:

AHCA Medicaid Eligibles Report, Age by Program, April 30, 2019. http://ahca.myflorida.com/medicaid/Finance/data_analytics/eligibles_report/index.shtml

AHCA Medicaid Eligibility Groups for 2018-19. (provided to FPI by AHCA).

Manatt, *Alabama Medicaid Expansion, Summary of Estimated Costs and Savings, SFYs 2020-2023*, Alabama Hospital Association, February 2019.

<https://www.manatt.com/Insights/White-Papers/2019/Alabama-Medicaid-Expansion-Summary-of-Estimated-Co>

Navigant, *Study of Hospital Funding and Payment Methodologies for Florida Medicaid: Prepared for Agency for Health Care Administration*, p. 125, 2015.

https://ahca.myflorida.com/medicaid/Finance/finance/LIP-DSH/LIP/docs/FL_Medicaid_Funding_and_Payment_Study_2015-02-27.pdf

Bachrach et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains: Early Data shows Consistent Economic Benefits Across Expansion States*. Robert Wood Johnson Foundation, March 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097



POTENTIAL SAVINGS: ADULTS WITH AIDS

STATE BUDGETARY SAVINGS FROM ADULTS WITH AIDS:

\$3,876,000

Notes and Key Assumptions:

- The 2017 Florida Legislature amended section 409.904, Florida Statutes to allow certain individuals diagnosed with AIDS to qualify for Medicaid coverage. They must meet the following eligibility criteria: Have income at or below 222% of the federal poverty level (or 300% of the federal benefit rate), and meet hospital level of care, as determined by the Department of Elder Affairs, Comprehensive Assessment and Review for Long-term Care Services (CARES). We assume that individuals at or below 138% of poverty who previously would have had to pursue an assessment by CARES to qualify for Medicaid would instead opt to enroll in the new adult expansion group based on income alone. Accordingly, there should be a reduction in the number of individuals seeking assessments from CARES and reduced corresponding administrative costs.
- For 2018-19, the average monthly caseload was 18,028. We assume that 62% of the caseload had income at or below 138% of poverty (138/222) –or 11,177 eligible for Medicaid expansion. As with other adult disability coverage groups, we assume a 4% annual attrition rate from this program which would be 447 individuals. Based on a PMPM cost of \$2,636.19 and a regular match rate of 37.41, state savings are projected to be \$3,876,000 for one year. Savings would be cumulative over time.
- Since this eligibility group was created through a federal waiver AHCA could opt to amend it if expansion was implemented. Then this coverage group could be limited to persons with income 139-222% of poverty. All individuals with income at or below 138% of poverty could instead qualify through expansion coverage. It is projected that this change could save the state \$98.5 million.

Sources:

AHCA Medicaid Eligibles Report, Age by Program, April 30, 2019. http://ahca.myflorida.com/medicaid/Finance/data_analytics/eligibles_report/index.shtml
AHCA Medicaid Eligibility Groups for 2018-19, provided to FPI by AHCA.



POTENTIAL SAVINGS: BREAST AND CERVICAL CANCER PROGRAM

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STATE BUDGETARY SAVINGS FROM THE BREAST AND CERVICAL CANCER PROGRAM:

\$1,291,000

Notes and Key Assumptions:

- Based on data available from the state Medicaid office, for FY 2016-17 the total budget allocated for the Breast and Cervical Cancer Program was \$6,823,518. Using the 2022-2023 FMAP of 37.41 percent, the state share would be \$2,552,678 based on the state's 2022-2023 FMAP of 37.41%.
- Cost savings are achieved by transitioning women below 138% FPL to Medicaid.
- Accordingly, FPI assumed even distribution of the current income requirement of 200% Federal Poverty Level (FPL) for all program-eligible low-income, uninsured and underinsured women. ($138\%/200\%=69\%$ of enrollees). With expansion the state share would be reduced to just 10 percent resulting in estimated net savings of \$1,291,000.
- Other expansion states have realized savings from their Breast and Cervical Cancer programs.

Sources:

AHCA Medicaid Eligibility Groups for 2016-17. (provided to FPI by AHCA).

Bachrach et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States*. Robert Wood Johnson Foundation March 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097



POTENTIAL SAVINGS: PREGNANT WOMEN

STATE BUDGETARY SAVINGS FROM PREGNANT WOMEN PROGRAM:

\$52,481,000

Notes and Key Assumptions:

- The pregnant women program covers women up to 196% of the poverty level. AHCA's April 2019 Medicaid eligibles report only shows enrollment for pregnant women who are at or below poverty level (87,505). To account for the lack of data for women earning 100-138% we constructed a ratio based on 2016-2017 AHCA data for women in both categories. We estimate the current total for both groups to be 104,433. Based on the PMPMs for both groups included in AHCA's 2016-17 data and applying the 2022-2023 state match of 37.41%, the state could realize total savings exceeding \$130 million, if all pregnant women converted to the expansion group. However, a conservative estimate is that 45% of these women would shift to the expansion group in FY 2022-2023 amounting to \$52,481,000 in state savings.
- Expansion states' experience reveals that "Many women who are enrolled in the new adult group and become pregnant will remain in the new adult group, where the states receive the enhanced federal match for their services, at least until women renew their coverage. Savings occur even if states maintain their previous Medicaid eligibility levels for pregnant women."

Sources:

ACHA 2016-2017 Eligibility Groups for 2016-17, Total Estimate, Avg Monthly Caseload, PMPM, obtained by FPI from AHCA.

AHCA Medicaid Eligibility Groups for 2018-19, provided to FPI by AHCA

AHCA Medicaid Eligibles Report, Age by Program, March 31, 2019. http://ahca.myflorida.com/medicaid/Finance/data_analytics/eligibles_report/index.shtml

Manatt, *Alabama Medicaid Expansion, Summary of Estimated Costs and Savings, SFYs 2020-2023*, Alabama Hospital Association, February 2019.

<https://www.manatt.com/Insights/White-Papers/2019/Alabama-Medicaid-Expansion-Summary-of-Estimated-Co>

Bachrach et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States*, p. 3, Robert Wood Johnson Foundation. 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097

SECTION 5:

Potential State Savings from Replacing General Revenue Funds with Federal Medicaid Funds



POTENTIAL SAVINGS: SOURCES

- **Florida could generate budgetary savings by replacing state General Revenue (GR) funds with Medicaid funds for:**
 - Mental Health and Substance Abuse Programs
 - Prisoner Hospitalization Costs
 - Uncompensated Care



POTENTIAL SAVINGS: AMOUNTS FROM ENHANCED FEDERAL MATCHING FUNDS

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Potential Budget Impacts of Medicaid Expansion in Florida, FY 2022-2023

Substance Abuse and Mental Health Services	\$200,482,000
Prisoner Hospitalization Costs	\$57,524,000
Uncompensated Care (Low Income Pool)	\$97,394,000
Total	\$355,400,000



POTENTIAL SAVINGS: MENTAL HEALTH AND SUBSTANCE ABUSE

Attachment #2
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STATE BUDGETARY SAVINGS FROM MENTAL HEALTH AND SUBSTANCE ABUSE PROGRAM:

\$200,482,000

Notes and Key Assumptions:

- The Department of Children and Families estimates that there are 132,940 adults receiving general revenue funded mental health/substance abuse services and that \$412,411,814 in general revenue could be used for state Medicaid match. These numbers are from 2016 and are likely to be higher today. Savings are projected using AHCA 2018/19 MMA Capitation rates for SSI SMI Ages 14+. A weighted average across all regions of \$1,328.48 PMPM was used. The cost of converting these adults into coverage under Medicaid expansion has been deducted from the savings.
- These savings could help mitigate critical mental health funding priorities of the state, particularly for community-based agencies providing mental health care services.
- Other states' experience reveal that "the largest savings in this category come as individuals who previously relied on state-funded behavioral health programs and services—including mental health and substance use disorder services—are able to secure Medicaid coverage in the new adult group, which means states can fund these services with federal—not state—dollars without reducing services."
- The Georgetown University Center for Children and Families has estimated even higher savings- \$250 million annually- from the community substance abuse and mental health program if the state opted to expand Medicaid.

Sources:

Agency for Health Care Administration, *Behavioral Health Services Revenue Maximization Plan, Report to the Florida Legislature*, December 31, 2016.

https://ahca.myflorida.com/medicaid/recent_presentations/SB_12_Behavioral_Health_Services_Revenue_Maximization_Plan_123016.pdf

Agency for Health Care Administration, Medical Actuarial Services. http://www.fdhc.state.fl.us/medicaid/Finance/data_analytics/actuarial/index.shtml

Alker, J. et al. *Florida's Medicaid Choice: Understanding Implications of Supreme Court Ruling on Affordable Health Care Act*, p. 7, 2012.

<http://ccf.georgetown.edu/wp-content/uploads/2012/11/florida-medicaid-choice-nov-2012.pdf>

Bachrach, D. et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States*, p. 4, Robert Wood Johnson Foundation, March 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097



POTENTIAL SAVINGS: PRISONER HOSPITALIZATION COSTS

Attachment #2
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STATE BUDGETARY SAVINGS FROM HOSPITAL INPATIENT CARE FOR PRISONERS:

\$57,524,000

Notes and Key Assumptions:

- “Medicaid’s ‘inmate exclusion’ prohibits payment of care of services for any individual who is an inmate of a public institution. However, Medicaid will cover services provided to an inmate during an inpatient stay of at least 24 hours in a medical institution such as an acute care facility. To qualify, the inmate must be otherwise Medicaid-eligible. Expansion states are seeing health care related savings in their correction budgets for newly Medicaid-eligible prisoners who are treated in an inpatient medical facility outside of the state correctional system.”
- FPI presumes that nearly all state prisoners are likely to qualify for the new adult group. Applying an expansion take-up rate of 85.8 percent, we assume that the state could save \$45,903,000 of its \$53,500,000 hospital inpatient care spending based on costs for FY 2016-17 (the last year of data available to FPI). From FY 2016-17 to FY 2018-19, state appropriations for inmate health services increased 24%. Applying this increase to the 2016-17 costs, we project \$57,524,000 in savings.

Sources:

The Florida Department of Corrections. Florida’s FY 2016-17 allocated budget for inmate health care services is \$383,388,630, of which \$53,500,000 is allocated for Inpatient Cost of Care for inmates. (Information provided to FPI by the Department of Corrections.) General Appropriations Acts, FYS 2017-18, 2018-19. http://laws.flrules.org/files/Ch_2017-071.pdf; http://laws.flrules.org/files/Ch_2018_009.pdf
Bachrach, D. et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States*. Robert Wood Johnson Foundation. March 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097
EDR. *Impact Analysis LIP, IGTs and SB2512*, p. 5, (take-up rate of 85.8 percent), April 2015. <http://edr.state.fl.us/Content/presentations/affordable-care-act/Expansion2015PresentationtoSenate.pdf>



POTENTIAL SAVINGS: UNCOMPENSATED CARE / LOW INCOME POOL

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STATE BUDGETARY SAVINGS FROM UNCOMPENSATED CARE COSTS:

\$97,394,000

Notes and Key Assumptions:

- Medicaid expansion is projected to lower the number of uninsured by 29% with a moderate caseload enrollment. This figure is based on a 29% reduction of the state's uncompensated care costs. The FY 2017-2018 General Appropriations Act allotted \$586,762,066 for the state share to access a total pool of \$1.5 billion of combined state and federal funding. (Nearly identical amounts have been appropriated in subsequent fiscal years.) However, local entities, such as counties and hospital taxing districts, which are charged with raising the state share, raised just \$335,839,712 for FY 2017-18. The LIP savings projection is based on this reduced amount.
- Another potential source of state savings due to a reduction in the uninsured rate is the disproportionate share hospital (DSH) payments program. Through this program, the state spends millions of dollars annually for uncompensated hospital care. This analysis does not include these potential savings.

Sources:

FY 2017-18 General Appropriation Act, HB 5001. Medical Hospital Funding Programs, Fiscal Year 2016-17.

https://www.flsenate.gov/PublishedContent/Session/2016/Appropriations/Documents/2016_Medicaid_Hospital_Funding_Conference_Report.pdf

Local Funding Revenue Maximization Report for FY 2017-18, Agency for Health Care Administration. Accessed via:

ahca.myflorida.com/medicaid/recent.../IGT_Rev_Max_SF17-18.pdf

Buettgens, M. et al. *What if More States Expanded Medicaid in 2017? Changes in Eligibility, Enrollment, and the Uninsured*. Urban Institute. 2016.

<http://www.urban.org/sites/default/files/alfresco/publication-pdfs/2000866-What-if-More-States-Expanded-Medicaid-in-2017-Changes-in-Eligibility-Enrollment-and-the-Uninsured.pdf>



POTENTIAL REVENUE GAINS FROM PROVIDER TAXES

Attachment #2
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\$19,110,000

Notes and Key Assumptions:

- Figure is based on 1.5% tax on inpatient care and 1% on outpatient, with a revenue distribution of 73% and 27%, respectively. This distribution is applied to \$2.1 billion in increased revenue if the state expanded Medicaid in FY 2016. Also, 1/3 of Medicaid revenue gains are offset by lost marketplace revenues, resulting in net revenues of \$19.11 million.
- Other states' experience reveals increased state revenue from existing assessments on insurers and providers. These gains occurred as local insurer and provider revenues increased, resulting in higher state collections on insurer and provider assessments.
- Other states have also experienced macroeconomic benefits from billions of new federal dollars flowing through their local and state economies generating more state and local revenues. Those potential fiscal gains are not addressed in this report.

Sources:

Dorn, S. et al. *The Financial Benefits to Hospitals From State Expansion of Medicaid*. Urban Institute. 2013.

<http://www.urban.org/sites/default/files/alfresco/publication-pdfs/412770-The-Financial-Benefit-to-Hospitals-from-State-Expansion-of-Medicaid.pdf>

Bachrach, D. et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States*. Robert Wood Johnson Foundation. March 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097

SECTION 6:

Summary of Savings and Revenue Gains



POTENTIAL FY 2022-2023 STATE BUDGET SAVINGS & REVENUE GAIN ESTIMATES IN FLORIDA

Attachment #2
Page 43 of 45

Potential FY 2022-2023 State Budget Savings And Revenue Gain Estimates In Florida

State-only Cost of Expansion	\$441,900,000
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SAVINGS FROM ENHANCED FEDERAL MATCHING RATES

Medically Needy Program	\$172,300,000
Adults with Disabilities	\$36,437,000
Adults with AIDS	\$3,876,000
Breast and Cervical Cancer Program	\$1,291,000
Pregnant Women	\$52,481,000
Total	\$266,385,000

SAVINGS FROM REPLACING STATE FUNDS WITH FEDERAL MEDICAID FUNDS

Substance Abuse and Mental Health Services	\$200,482,000
Prisoner Hospitalization Costs	\$57,524,000
Uncompensated Care (Low Income Pool)	\$97,394,000
Total	\$355,400,000

ESTIMATED REVENUE GAINS

Increased Hospital Taxes/Provider Tax Assessments	\$19,110,000
Total	\$19,110,000

Total Savings and Revenue Gains	\$640,895,000
Net Savings with Medicaid Expansion	\$198,995,000

FOR ADDITIONAL INFORMATION

- Antonisse, L., et al., *The Effects of Medicaid Expansion Under the ACA: Updated Findings from a Literature Review*, Kaiser Family Foundation, March 28, 2018. <https://www.kff.org/medicaid/issue-brief/the-effects-of-medicaid-expansion-under-the-aca-updated-findings-from-a-literature-review-march-2018/>
- Bachrach, D. et al. *Overview of Medicaid Expansion Economic Implications, Prepared for the South Carolina Hospital Association*. 2016. https://www.scha.org/files/dbachrach_expanding_coverage.pdf
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- Bachrach, D. et al. *States Expanding Medicaid See Significant Budget Savings and Revenue Gains. Early Data shows consistent Economic Benefits Across Expansion States*. Robert Wood Johnson Foundation. 2016. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2016/rwjf419097
- Sources: Buettgens, M., *The Implications of Medicaid Expansion in the Remaining States: 2018 Update*, Urban Institute, May 2018. <https://www.urban.org/research/publication/implications-medicaid-expansion-remaining-states-2018-update>
- Center for Medicare and Medicaid Services. <https://www.medicaid.gov/State-Resource-Center/FAQ-Medicaid-and-CHIP-Affordable-Care-Act-Implementation/Downloads/FAQs-by-Topic-Expansion-State-FMAP-2013.pdf>
- Cross-call, Jesse. 2016. *Medicaid Expansion Producing State Savings and Connecting Vulnerable Groups to Care*. Center on Budget and Policy Priorities. <http://www.cbpp.org/research/health/medicaid-expansion-producing-state-savings-and-connecting-vulnerable-groups-to-care>
- Dorn, S. et al. *The Cost of Not Expanding Medicaid: An Updated Analysis*. Robert Wood Johnson Foundation. 2017. <https://www.rwjf.org/en/library/research/2017/04/the-cost-of-not-expanding-medicaid.html>
- Dorn, S. et al. *The Cost to States of Not Expanding Medicaid*. Urban Institute. 2016. <http://www.urban.org/sites/default/files/alfresco/publication-pdfs/2000886-The-Cost-to-States-of-Not-Expanding-Medicaid.pdf>
- Kaiser Family Foundation. *The Role of Medicaid in State Economies and the ACA*. 2013. <https://kaiserfamilyfoundation.files.wordpress.com/2013/11/8522-the-role-of-medicaid-in-state-economies-looking-forward-to-the-aca.pdf>
- Pew Charitable Trusts and the MacArthur Foundation. *States Prison Health Care Spending: An Examination*. 2014. <http://www.pewtrusts.org/~media/assets/2014/07/stateprisonhealthcarespendingreport.pdf>

ABOUT US

The Florida Policy Institute is an independent, nonpartisan and nonprofit organization dedicated to advancing state policies and budgets that improve the economic mobility and quality of life for all Floridians.

Florida Policy Institute

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

Leon County Board of County Commissioners

Agenda Item #4

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Request to Schedule the First and Only Public Hearing to Consider a Seventh Amendment to the Southwood Development of Regional Impact Integrated Development Order for December 8, 2020

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Ryan Guffey, Concurrence Mgt. Planner, Development Services

Statement of Issue:

This item seeks approval to schedule the first and only Public Hearing to consider a seventh amendment to the Southwood Integrated Development Order. Amendments to the Southwood DRI Integrated Development Order require the approval of both County and City Commissions.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Schedule the first and only Public Hearing to consider a seventh amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1) for December 8, 2020.

Report and Discussion

Background:

This item seeks approval to schedule the first and only Public Hearing to consider a seventh amendment to the Southwood Integrated Development Order. On August 7, 2020, Carlton Fields, on behalf of the St. Joe Company, submitted a revised application to amend the Southwood Development of Regional Impact (DRI)(Attachment #1). This revised application replaces a previous amendment that was originally scheduled for Public Hearing on March 10, 2020.

Southwood is a 3,222-acre mixed-use development located in the City of Tallahassee. Due to the size and scope of the Southwood development, it was originally approved as a DRI in accordance with Chapter 380, Florida Statutes. The Southwood DRI Integrated Development Order (DO) was adopted by the City and County in 1999 due to the DRI being located within both jurisdictions. Although a majority of the DRI has been annexed into the City, there are three (3) parcels within the Southwood DRI that remain in unincorporated Leon County. The DO, which includes both the City and County, governs the Southwood DRI. A DRI DO outlines the development program for the project and identifies required improvements intended to mitigate the development's regional impacts.

In 2018, Section 380.06, Florida Statutes, was amended to eliminate the DRI review process. Amendments to DRI's are no longer reviewed by the State of Florida or the Apalachee Regional Planning Council. Amendments to DRI's are strictly within the purview of the local governments in which a DRI is located. Amendments to the DO continue to require approval by both the County and the City.

This is the seventh amendment to the Southwood DRI DO. The previous amendments are as follows:

- The first amendment was for the Independence Landing Project to serve adults with cognitive and developmental disabilities and was approved by the Board on October 23, 2018.
- The second amendment allowed a proposed 82,000 square foot addition to the Florida State University School and was approved by the Board on March 12, 2019.
- A third amendment, which consisted of a proposed 9,000 square foot addition to Creative Day Care, an additional fifteen (15) beds for Pruitt Healthcare, and a change to the DRI transportation conversion table, was approved by the Board on May 14, 2019.
- The fourth amendment to re-designate a 17-acre Mixed Use Office Commercial parcel to Medium Density Residential was approved by the Board on June 18, 2019.
- The fifth amendment revised the master plan of the DRI DO to re-designate a portion of property from MUI-1 to MUEI-5 to provide for the future home of the Tallahassee Classical School was approved by the Board on September 17, 2019.

Title: Request to Schedule the First and Only Public Hearing to Consider a Seventh Amendment to the Southwood Development of Regional Impact Integrated Development Order for December 8, 2020

September 29, 2020

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- A prior proposed sixth amendment by the St. Joe Corporation was withdrawn in March 2020.
- A proposed sixth amendment by Halff and Associates, which would allow a ½ acre of golf course property to be designated to allow a single-family residence, is scheduled for the Board's Public Hearing on November 17, 2020.

Analysis:

The applicant, the St. Joe Company, is proposing nine map changes in the seventh amendment to the Southwood DRI DO along with multiple corresponding text changes. The referenced map and text amendments are identified below:

Open Space Map Amendment

The applicant is proposing the re-designation of a 4-acre site from Open Space (OS) to Low Density Residential (LDR-19). This site is generally located on the south side of Orange Avenue, east of Capital Circle Southeast (portion of parcel 31-10-20-012-0000). Development of this site would utilize existing residential entitlements contained within the Southwood DRI; therefore, the change would result in no net increase in units.

The applicant is also proposing the redesignation of a 7.5-acre site from Medium Density Residential (MDR-6) to Open Space (OS). This site is located at the intersection of Four Oaks Boulevard and Barringer Hill Drive. This redesignation is intended to allow further protection of known archeological features on the site. This does not decrease the overall number of residential units that can be constructed within the DRI.

Neighborhood Village Center Map Amendment

The applicant is proposing the redesignation of a 6-acre site from Neighborhood Village Center (NVC-1) to Medium Density Residential (MDR-19). This site is generally located at the intersection of Orange Avenue and Jasmine Hill Road (portion of Parcel 31-10-20-012-0000). This amendment would reduce the intensity of development on the subject site from commercial/mixed-use to a single-family residential.

Town Center Map Amendment

The applicant is proposing the redesignation of a 9-acre site from Mixed Use Office Commercial (MUOC-6) to Town Center (TC-3). This site is located on the north side of Merchants Row Boulevard, east of Capital Circle (parcel 31-16-21 D-0040). The proposed town center will contain 75,000 - 90,000 square feet of commercial, fifty (50) hotel rooms, and ten (10) apartments above the commercial space. The developer will construct new trails and sidewalks to connect to the existing multi-modal system.

Educational Facilities Map Amendment

The applicant is proposing the redesignation of a 3-acre site from Mixed Use Institutional (MUI-1) to Mixed Use Educational and Institutional (MUEI-6). This site is generally located on Tram

Title: Request to Schedule the First and Only Public Hearing to Consider a Seventh Amendment to the Southwood Development of Regional Impact Integrated Development Order for December 8, 2020

September 29, 2020

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Road, ¾ mile east of Tram Court (portion of parcel 31-20-20-002-0010). This change will ensure compatibility of uses with existing and planned educational facilities in the area.

A second redesignation proposes the relocation of a 44+/- acre future school site adjacent to Florida High (Mixed Use Educational (MUEI-3)) to a parcel adjacent to Conley Elementary School (Low Density Residential (LDR-18)) as requested by Leon County Schools. The amendment would provide for a possible Conley Elementary expansion, a vocational school, or a new middle school adjacent to the existing elementary school.

Medium Density Residential Map Amendment

The applicant is proposing the redesignation of a 29-acre site from Medium Density Residential (MDR-and Large Lot Residential (LSF-1) to Low Density Residential designation (LDR-20). This site is generally located on the north side of Orange Avenue, east of Capital Circle Southeast. This change will not impact the overall number of residential units that can be constructed within the DRI.

Affordable Housing:

The applicant is proposing a revision to the affordable housing section of the DRI DO. St. Joe made an initial payment of \$150,000 to the City of Tallahassee for affordable housing. Currently, St. Joe is required to pay the City of Tallahassee \$160 for each dwelling unit regardless of whether the unit meets the criteria for affordable housing or not. This fee is placed into a fund for affordable housing. The proposed revisions would allow the flexibility to either construct the affordable housing or continue to pay \$160 for each dwelling unit. St. Joe is in talks with various developers to construct 144 affordable housing units in lieu of paying the City's affordable housing fee. The City's Neighborhood and Community Service Department is reviewing the request to construct the 144 affordable housing units. An update regarding this review will be provided in the agenda item for the Board's Public Hearing. If the developer decides not to construct the 144 affordable housing units, they will still be subject to payment of the \$160 affordable housing fee per dwelling unit.

Transportation Analysis:

The Southwood DRI DO requires a comprehensive traffic analysis prior to commencing Phase 2B of the DRI. However, St. Joe has no immediate plans to construct Phase 2B at this time. Kimley-Horn and Associates conducted a traffic analysis that indicates that the map changes proposed in this amendment, will not exceed the amount of automobile trips reserved in the Southwood DRI. Both the City and County have reviewed the analysis provided by Kimley-Horn and concur with their findings.

Stormwater:

The engineers for St. Joe are in the process of amending the stormwater master plan update to include as-built conditions and land use changes. The stormwater master plan update, which is currently under review by the City of Tallahassee, is part of the review for the changes to the Southwood PUD and is considered more pertinent to the PUD rather than the DRI DO. The stormwater analysis performs a critical role in the review of the PUD, which will be reviewed

Title: Request to Schedule the First and Only Public Hearing to Consider a Seventh Amendment to the Southwood Development of Regional Impact Integrated Development Order for December 8, 2020

September 29, 2020

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concurrently with the DRI DO by the Planning Commission and City Commission. This updated stormwater master plan language has not been finalized due to the ongoing review by the City. The review of the stormwater master plan will be completed prior to the Board's Public Hearing on the proposed amendment. The updated DRI DO language for this stormwater master plan will be addressed in the Board's Public Hearing agenda item.

Expiration Date:

Pursuant to Chapter 252.363 of the Florida Statutes, a state of emergency issued by the Governor may extend the expiration date of a DRI DO. Since the adoption of the Southwood DRI in 1999, the Governor's Office has declared multiple state of emergencies. St. Joe has applied for extensions pursuant to the above noted statute and both the City Growth Management and County Development Support and Environmental Management Departments have acknowledged the expiration date extensions after each declared emergency. As a result of these extensions, the current expiration date of the DRI DO has been extended to December 24, 2036. The DRI DO is being updated to reflect this expiration date.

Staff is requesting the Board schedule the first and only Public Hearing to consider the proposed seventh amendment to the Southwood DRI DO for December 8, 2020. The amendment has been tentatively scheduled for consistency review by the Tallahassee-Leon County Planning Department on October 6, 2020. The DRI DO amendment is also tentatively scheduled for City Commission on December 9, 2020 for final disposition.

Options:

1. Schedule the first and only Public Hearing to consider a seventh amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1) for December 8, 2020.
2. Do not schedule the first and only Public Hearing to consider a seventh amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1) for December 8, 2020.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Application proposing a Seventh Amendment to the Southwood Development of Regional Impact Integrated Development Order.



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Tallahassee
Tampa
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West Palm Beach

August 7, 2020

Dave McDevitt
Development Support and Environmental Management
Renaissance Center
435 North Macomb, Second Floor
Tallahassee, Florida 32301

Dave:

On behalf of the St. Joe Company, we are submitting a major amendment to the Southwood Development of Regional Impact (DRI). This amendment is mostly a re-submittal of the previous major amendment except for some differences in the proposed master plan and removal of references to state and regional review which is no longer required by state law. You will recall that we withdrew our previous amendment after it was clear to all parties that more time was needed to finish the Southwood stormwater master plan. We have chosen to re-file this amendment now that the master plan has been submitted and is moving toward completion.

The purpose of the amendment is to address significant revisions needed to position this Project for buildout. In 2019, St. Joe with the assistance of the consultant team hosted two public open houses where St. Joe shared with the public the proposed changes. As a result of those open houses valuable insight was gained in helping St. Joe better understand the residents' opinions on how Southwood should develop.

This amendment includes the following:

1. Comprehensive land use changes including the addition of a new town center providing a central gathering place for the community with restaurant, retail, hotel and residential uses connected to the larger community with multi-modal trails;
2. Revision of the transportation mitigation requirements identifying improvements to be made to support the Project and update the timing on when improvements are to be constructed;
3. Update the stormwater facilities master plan for the Project;

Carlton Fields Jorden Burt, P.A.

4. Identify the location of workforce housing to be constructed on site and update the affordable housing requirements in the DRI DO since the state DRI laws have been repealed;
5. Update the DRI development order to reflect prior date extensions pursuant to Section 252.363, Florida Statutes;
6. Remove references requiring state and regional review; and
7. Amend the DRI development order accordingly,

A location map highlighting the location of the proposed changes is included as **Exhibit 1**. An analysis to support the proposed change is also attached. An application is also being submitted to the City of Tallahassee since both jurisdictions must approve this amendment.

If you have any questions please contact me at (850) 425-3398 or via email at dtaylor@carltonfields.com.

Sincerely,

Darrin F. Taylor

REQUEST FOR DEVELOPMENT ORDER AMENDMENT TO THE SOUTHWOOD DRI

(7th Amendment to the Integrated Development Order)

Prepared for:

**THE ST. JOE COMPANY
130 RICHARD JACKSON BOULEVARD
SUITE 200
PANAMA CITY BEACH, FLORIDA 32407**

Prepared by:

**CARLTON FIELDS, P.A.
215 SOUTH MONROE, SUITE 500
TALLAHASSEE, FLORIDA 32302**

AUGUST 2020

PROPOSED 7TH AMENDMENT TO THE INTEGRATED SOUTHWOOD DRI DEVELOPMENT ORDER

The St. Joe Company is the master developer of the Southwood DRI. Southwood is a 3,322 acre development of regional impact (DRI) located in both the City of Tallahassee and unincorporated Leon County along Capital Circle Southeast. A location map for the Southwood DRI is included as **Exhibit 1**. The Developer is proposing the 7TH Amendment to the Integrated Southwood DRI Development Order. The amendment is a comprehensive amendment needed to address land use map changes, transportation, stormwater, and housing. Below is a summary of all of the proposed changes to the Project:

1. Amend nine parcels on the DRI Master Plan as explained in Table 1 of this report and as shown on the Proposed DRI Master Plan (see **Exhibit 2**).
2. Update Stormwater Facilities Master Plan – Earlier this summer Kimley Horn & Associates submitted a revised stormwater master plan that reflects the proposed master plan and is updated based upon development that has actually occurred on site since the last update. This master plan is currently under review by City staff.
3. Transportation – Submit documentation of traffic evaluation to balance trips and update infrastructure improvements and timing including a revised Exhibits F and G in DRI DO.
4. Housing – Amend Housing conditions to include Developer option to build 144 units in Southwood or continue to pay per unit housing fee and delete existing Housing conditions since they are based on repealed statutes and rules.
5. Date Extensions – Update the DRI buildout, phase, expiration and down-zoning dates and Exhibit H to reflect latest extensions pursuant to Section 252.363, Florida Statutes.
6. Remove references to State and Regional Review – Update the DRI Development Order to remove references to state and regional review which are no longer required in Chapter 380, F.S.
7. Amend Southwood DRI Development Order based on the changes proposed in this 7th amendment.

A location map highlighting the location of the proposed change is included as **Exhibit 1**.

Open Houses

On May 30th and June 25th of last year, the St. Joe Company hosted public open houses at the Ball House in Southwood to obtain public comments and brief the public on the proposed changes. The open houses were well attended with approximately 200 people attending the two events. The comments raised by the public included the following:

- Many commenters were excited about the proposed New Town Center to be located at the corner of Merchant Row and Capital Circle.
- Several commenters asked that no apartment buildings be allowed in the existing Town Center (future Neighborhood Village Center).
- Commenters were also concerned about safety on roadways within SouthWood particularly on Biltmore Avenue, Four Oaks Boulevard, and around Schoolhouse Road.
- Suggestions were made with regards to proposed revisions to the Trail Network.
- Positive comments were received regarding the plans to turn portions of Southwood Plantation Road into part of the trail system.
- Residents would like to see improved signage and wayfinding.
- There is strong support for a proposed roundabout at Old St. Augustine Road and Biltmore Avenue.
- Great concern was expressed about adherence to the pattern book.
- Requests to keep parks and trails natural.
- Request for second elementary school
- Request for senior living apartments
- Request for additional medical offices
- Add recycling stations on trails

Applicant (name, address, phone).

John M. Curtis, Jr., Community Manager
The St. Joe Company
3196 Merchants Row Boulevard
Suite 140
Tallahassee, Florida 32311
(850) 402-5148

Authorized Agent (name, address, phone).

Darrin Taylor, AICP
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Location of approved DRI and proposed change.

See attached Location Map – see **Exhibit 1**

Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval. Indicate such changes on the project master site plan, supplementing with other detailed maps, appropriate.

The Developer is proposing comprehensive changes to the Project including amendments to the DRI master plan, transportation, housing and stormwater. Each change is described in detail below along with a supporting analysis.

DRI MASTER PLAN CHANGES

The following table summarizes all of the changes proposed to the Southwood DRI Master Plan:

TABLE 1: PROPOSED CHANGES TO THE SOUTHWOOD MASTER PLAN

DRI PARCEL	SUMMARY/PURPOSE
<p>1. OPEN SPACE TO LDR-19</p> <p>PARCEL ID</p> <p>ACREAGE – 4 ACRES</p>	<p>The re-designation of the four acre open space parcel to MDR-13 was part of the previous submittal. Staff raised concerns with the proposed density and suggested LDR instead. St. Joe agrees and in this new submittal the parcel is proposed to become LDR-19. Upon further review, re-designating to LDR makes the most sense, and will provide several quality lots that will look out over Orange Ave. towards Magnolia Park.</p>
<p>2. NVC-1 TO MDR-19</p> <p>PARCEL ID</p> <p>ACREAGE – 6 ACRES</p>	<p>Re-designating NVC-1 to MDR-19 was included in the previous submittal. Planning staff determined that we could not remove all of NVC from the master plan. Due to the current comprehensive plan amendment amending the Southeast Sector Plan policies we are requesting this map change.</p>
<p>3. MDR-6 TO OPEN SPACE</p> <p>PARCEL ID #3115200020000</p> <p>ACREAGE – 7.5 ACRES</p>	<p>MDR-6 to Open Space was in the previous amendment. This change is needed to protect a significant archeological area on the parcel. The parcel is located on Four Oaks Boulevard at the intersection with Barringer Hill Drive.</p>
<p>4. MUOC-6 TO TC-3</p> <p>PARCEL ID#311621 D0040</p> <p>9 ACRES</p>	<p>MUOC-6 to TC-3 was included in the previous amendment. Per the discussions over the last year between the City and St. Joe, the plan is to connect the existing internal Town Center with the new proposed mixed use Town Center by creating landscaped walkways for pedestrians to travel between the two centers. St. Joe will continue to work with City Staff to ensure that the final design for the New Town Center extension will encompass all of the aspects of the SouthWood masterplan.</p> <p>The new town center, at the intersection of Merchants Row Boulevard and Capital Circle, would create a commercial core within Southwood that has not been met by the existing Town Center at its current location. The new commercial core would provide a gathering</p>

	<p>place for Southwood residents with restaurants and retail on the eastside of Capital Circle, thereby allowing residents to walk, bike and use golf carts to travel there. The town center is also needed to allow residents to stay in the Project for these uses instead of having to travel to Apalachee Parkway and further destinations for these needs. The town center would contain approximately 75,000 to 90,000 square feet of commercial with approximately 50 hotel units and 10 apartments above commercial space. The property was already designated MUOC and thus was already approved for intense office and commercial uses. The re-designation to Town Center does permit more intense development but its location along Capital Circle is a very suitable location for this use.</p>
<p>5. MUI-1 TO MUEI-6 PARCEL ID #3120200020010 1.2 ACRES</p>	<p>MUI-1 to MUEI-6 was in the previous amendment and is planned to be the Early Learning Center for the Tallahassee Classical Charter School. The Tallahassee Classical School has a 10 acre site that has already been approved by the City off Tram Road. The parcel is located off Tram Road. The property is currently approved for industrial use so designated the property for education is compatible with the adjacent school site.</p>
<p>6. LSF-1 AND MDR-1 TO MUEI-7 PARCEL ID#3110200120000 41 ACRES</p>	<p>In March of last year the Leon County School Board staff contacted St. Joe requesting that the 40 acre future school site in Southwood be moved from its current location next to Florida High to a new location adjacent to Conley Elementary School off of Orange Avenue. This new location would provide the School Board with greater flexibility to expand Conley into a K-8th or to build a new Middle School, and still have enough room to expand Conley Elem. and possibly build a Vocational School (if needed). The Leon County Public School Site was originally located adjacent to John Paul II HS in Parcel MUEI-3. This location could also provide the School Board with the opportunity to resolve the “car stacking” issue that occurs along Orange Ave during drop-off and pick-up each day.</p>
<p>7. LSF-1 AND MDR-1 TO LDR-20 PARCEL ID#3110200120000</p>	<p>The rezoning of LSF-1 to LDR was previously part of the Big Fix submittal. St. Joe proposed this change because we believed it did not make sense to have large lots adjacent to the overhead power lines or</p>

29 ACRES	adjacent to Conley Elementary School. With the new School Board request summarized in #6 above, the majority of the current LSF-1 is being re-designated as MUEI-7, with the balance of that parcel to be rezoned as part of LDR-20. Due to these land use changes and to resolve issues with the SFMP, St. Joe is now proposing to reduce the remaining portion of MDR-1 by re-designating it as LDR-20. The remaining portion of MDR-1 will be combined with the remaining portion of LSF-1 to create a new Parcel called LDR-20.
8. MUI-3 TO MDR-19 PARCEL ID#3121200040000 14 ACRES	St. Joe is proposing to re-designate this parcel to MDR-19 because the site is suitable for that use.
9. MUEI-3 TO LDR-18 PARCEL ID#3122200230000 40 ACRES	This parcel was in the previous Big Fix submittal re-designating the site currently set aside for the Leon County future school site as LDR-18. The new submittal remains the same for this site but the School Board has requested a new location for its future school site adjacent to Conley Elementary.

STORMWATER MASTER PLAN UPDATE – The original SouthWood Stormwater Facilities Master Plan (SFMP) was created in 1999. It was last amended in 2017. The 2017 amendment was updated as of September 2004 and included the offsite storage. There have been numerous land use changes since 2004 and more are anticipated prior to build out. The SFMP is being updated to include as-built conditions and land use changes (recent and proposed). The update will consider both storage and conveyances. The update will consider development up until June 1, 2019; and will also include proposed land use changes through early 2020.

TRANSPORTATION - As a result of the current proposed land use changes to the DRI and PUD, a balancing of trips, additions and subtractions, is taking place to keep the overall impacts trip neutral when compared to the original analyses. The balancing of residential trips and non-residential trips are also being documented so as not to significantly impact the internal capture assumptions in the original analyses. In addition, the simplification on the reporting of future changes to land uses and resulting trips is being proposed. For example, the basis of the original traffic analyses was the identification of land uses and calculation of trips by sub-area or traffic analysis zone (TAZ), and there are 42 TAZs. This has made changes to land uses and traffic, even if very minor, unnecessarily cumbersome. The proposed “Fix” is to use the overall summary table of land uses and trips (Exhibit B-1) as the basis for the changes to the PUD/DRI. This will still ensure that changes to land uses and resulting traffic are adequately analyzed and reviewed so the overall impacts are not greater than originally identified. The Exhibit F in the DRI DO is amended to incorporate the transportation evaluation summary table (see **Exhibit 8**).

CHANGES TO THE DRI DEVELOPMENT ORDER

1. Housing – The Developer proposes to delete the existing housing conditions in the DRI development order [Section A.16 in DRI DO] and replace the conditions with a developer option to build 144 workforce units within Southwood or continue to pay the \$160.00 fee. The proposed development order language is attached as **Exhibit 6**.

The Developer is proposing the deletion of these policies for the following reasons:

- a. DRI statutes Repealed – The Southwood DRI was adopted in 1999 when Chapter 380 was still in effect which required the analysis of housing impacts and mitigation if a significant impact is created. This process included the review of the former Department of Community Affairs and the Apalachee Regional Planning Council. This DRI review process has been repealed in state law and only local review is now required. However, the Southwood DRI still reflects this archaic process.
 - b. DRI Housing Methodology Repealed – The Southwood housing conditions are based on the East Central Florida Housing methodology which was the standard in 1999. However, shortly thereafter East Central Florida's methodology was questioned to the point that the Region repealed its requirements. Since 1999 all of the DRI rules including housing methodology has been repealed. However, the Southwood DRI still incorporates the ECFRPC methodology and the studies based on those repealed rules.
 - c. Developer adding option to build workforce housing – The Developer is in discussions with builders to construct workforce housing within the community rather than continue to pay \$160.00 per remaining unit. The provision of a minimum of 144 workforce units is a bigger community benefit than continuing to provide the unit fee. The Developer proposes to add the 144 units as a developer option. The Developer would continue to pay the fee in accordance with the development order until or if the units are not constructed.
 - d. No future phase under existing DRI – The Southwood DRI housing analysis considered Project impacts through Phase 2. Southwood has only been approved for development through Phase 2a and will never develop Phase 2b under the existing DRI development order conditions. In addition, since the housing methodology was based on non-residential construction and the entitlements in Phase 2b were all non-residential, the 1999 housing methodology included impacts that will never be created since Phase 2b will never be constructed under the existing DRI conditions.
2. Transportation – The Developer proposes the following changes to the transportation conditions in the DRI DO [Sections 2F, 3.A.14.j and Exhibits F and G]:
 - a. Phase 2b – Amend the development order to permit the commencement of Phase 2b if concurrency approval is received from the City of Tallahassee. The current

development order requires a comprehensive traffic analysis before Phase 2b can be commenced. This requirement was based on the previous DRI laws and rules which have now been repealed. Under the current law the DRI must meet the local government requirements which is a concurrency approval. Additionally, the Developer will never build Phase 2b under the current transportation requirements because it is cost prohibitive to do so. The proposed language is attached as Exhibit 6.

- b. Exhibit F – The Developer is proposing to amend Exhibit F to incorporate the spreadsheet that summarizes the land use changes included in the transportation evaluation.
 - c. Exhibit G – The Developer is proposing to update Exhibit G by removing completed projects, update projected completion dates and clarify which roads will be completed at the time a site plan is proposed.
3. Land Use – The DRI DO proposes increases and decreases in approved DRI land uses as reflected in Section 2.E and the amended Exhibit B-1:
- a. Residential – Reduce by 110 units from 5,170 to 5,060
 - b. Commercial – Reduce by 107,549 SF from 780,230 SF to 672,681 SF
 - c. Industrial – Reduce by 153,000 SF from 2,630,381 to 2,477,381 SF
 - d. Hotel – Reduce by 27 rooms from 162 rooms to 135 rooms
 - e. Office – Reduce by 193,000 SF from 2,194,117 SF to 2,001,117 SF
 - f. Assisted Living Facility – Add Assisted Living Facility at 116 beds. This is not a new use but is a clarification of the DRI entitlements.
 - g. Education – Increase by 131,000 SF from 544,000 SF to 675,000 SF.
 - h. Other uses – Clarify that there is 29,354 SF of daycare center, 12,800 SF of community center and both is counted as education/institutional. Also, clarify that the Southwood House adds 17,000 SF in entitlements.
4. Air Quality – The Developer is proposing to delete the requirement to conduct an air quality study before commencing Phase 2b in Section 3.A.1.b of the DRI DO. The air quality study is another example of a requirement linked to the former DRI statutes and rules which have been repealed. The City and County approval process does not typically require an air quality study unless a heavy industrial use is proposed. Finally, as previously mentioned the Developer will never commence Phase 2b under the current requirements because it is cost prohibitive.
5. Annual Report – Amend Section 3.A.23 to remove the state and regional agencies from the list of agencies that receive the DRI annual report. These agencies no longer review the DRI report because all state and regional review has been removed under state law.
6. Approval Dates – The DRI DO is being updated to reflect the latest dates for the DRI under the Legislative extensions provided under the Governor’s emergency declarations. This includes an amended Exhibit H to the DRI DO.

7. Removal of References to State and Regional Review – The DRI DO is amended to remove references to state and regional review since their review is no longer required pursuant to Chapter 380, F.S.

List all the dates and resolution numbers (or other appropriate identification numbers) of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government.

The City of Tallahassee and Leon County have both adopted the development order for the Southwood DRI. The City adopted the DRI development order on April 28, 1999 and Leon County adopted the development order on April 27, 1999. There have been eight amendments (7 Notification of Proposed Change and 1 administrative amendment) which were all incorporated into the Integrated Development Order adopted by the City of Tallahassee on October 25, 2017 and Leon County on November 14, 2017.

The First Amendment to the Integrated Development Order was adopted on October 17, 2018 by the City of Tallahassee and by Leon County on October 23, 2018. This amendment added the Independence Landing project to Southwood.

The St. Joe Company in conjunction with the Florida State University School submitted the 2nd amendment to the Integrated Development Order on December 11, 2018. This amendment was adopted on March 27, 2019 by the City and County Commissions.

The St. Joe Company submitted the 3rd amendment to the Integrated Development Order on February 8, 2019. This amendment was adopted on May 15, 2019 by the City and County Commissions.

The St. Joe Company submitted the 4th amendment to the Integrated Development Order on March 8, 2019. This amendment was adopted on June 19th by the City and June 18th by the County Commission.

The St. Joe Company submitted the 5th amendment to the Integrated Development Order on June 7, 2019. This amendment was adopted on September 25th by the City and September 17th by the County Commission.

A separate property has submitted the 6th amendment to the Integrated Development Order this summer. This amendment is for a ½ acre parcel and has yet to be adopted by the City or County Commissions.

This amendment is the 7th amendment to the Integrated Development Order which was submitted to the City and County on August 7, 2020. This amendment is currently under review and is scheduled for adoption hearings in December 2020 by the City and County Commissions.

There have also been numerous permit extension notification notices filed by St. Joe extending the DRI phase, buildout and termination dates as well as required mitigation. These extensions were Legislature authorized extensions.

Does the proposed change result in a change to the buildout date or any phasing date of the project? If so, indicate the proposed new buildout or phasing dates.

The DRI DO is amended to reflect the latest buildout and phase dates that have been approved by the City of Tallahassee and Leon County.

Will the proposed change require an amendment to the local government comprehensive plan?

The current amendment to the Southeast Sector Plan permits the removal of NVC from the DRI Master Plan.

An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development order conditions.

See **Exhibit 2** for the updated master plan.

Include the precise language that is being proposed to be deleted or added as an amendment to the development order.

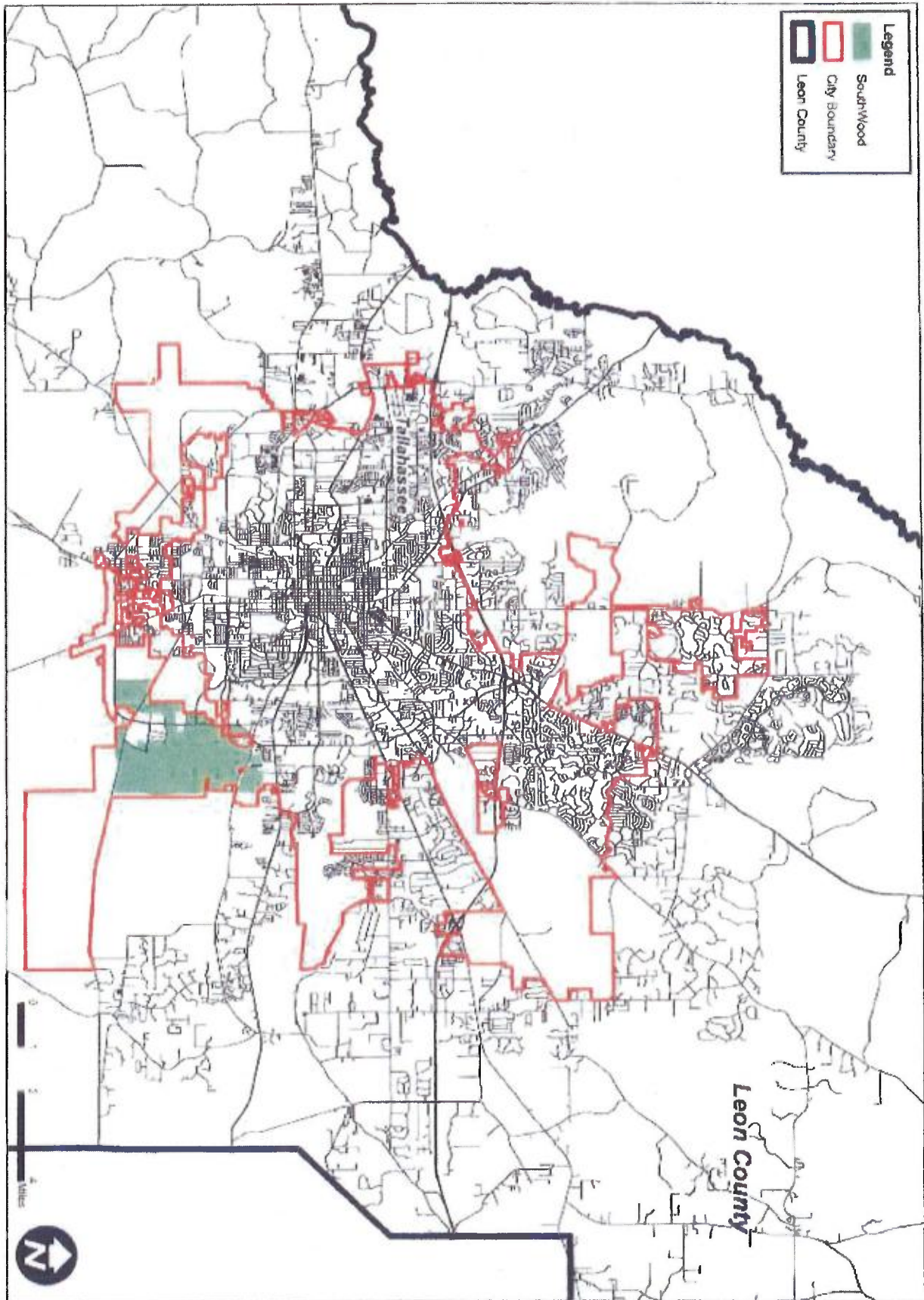
Language changes related to this proposed DO amendment are attached as **Exhibit 9**.

EXHIBITS

EXHIBIT 1	LOCATION MAP OF SOUTHWOOD DRI
EXHIBIT 2	PROPOSED DRI MASTER PLAN
EXHIBIT 3	STORMWATER ANALYSIS
EXHIBIT 4	TRANSPORTATION EVALUATION
EXHIBIT 5	PROPOSED EXHIBITS B-1 AND B-2
EXHIBIT 6	PROPOSED EXHIBIT G
EXHIBIT 7	PROPOSED EXHIBIT H
EXHIBIT 8	PROPOSED EXHIBIT F
EXHIBIT 9	PROPOSED DRI DO LANGUAGE

EXHIBIT 1

LOCATION MAP OF SOUTHWOOD DRI



Location Map

EXHIBIT 2

PROPOSED DRI MASTER PLAN

Legend

Conservation and Preservation - 390 acres

Open Space - 760 acres

Recreation - 275 acres

Large Single-Family (LSF) - 358 acres

Low Density Residential (LDR) - 611 acres

Medium Density Residential (MDR) - 372 acres

Town Center - 100 acres

Mixed Use Office & Commercial (MUOC) - 183 acres

Mixed Use Educational & Institutional (MUEI) - 185 acres

Mixed Use Industrial (MUI) - 88 acres

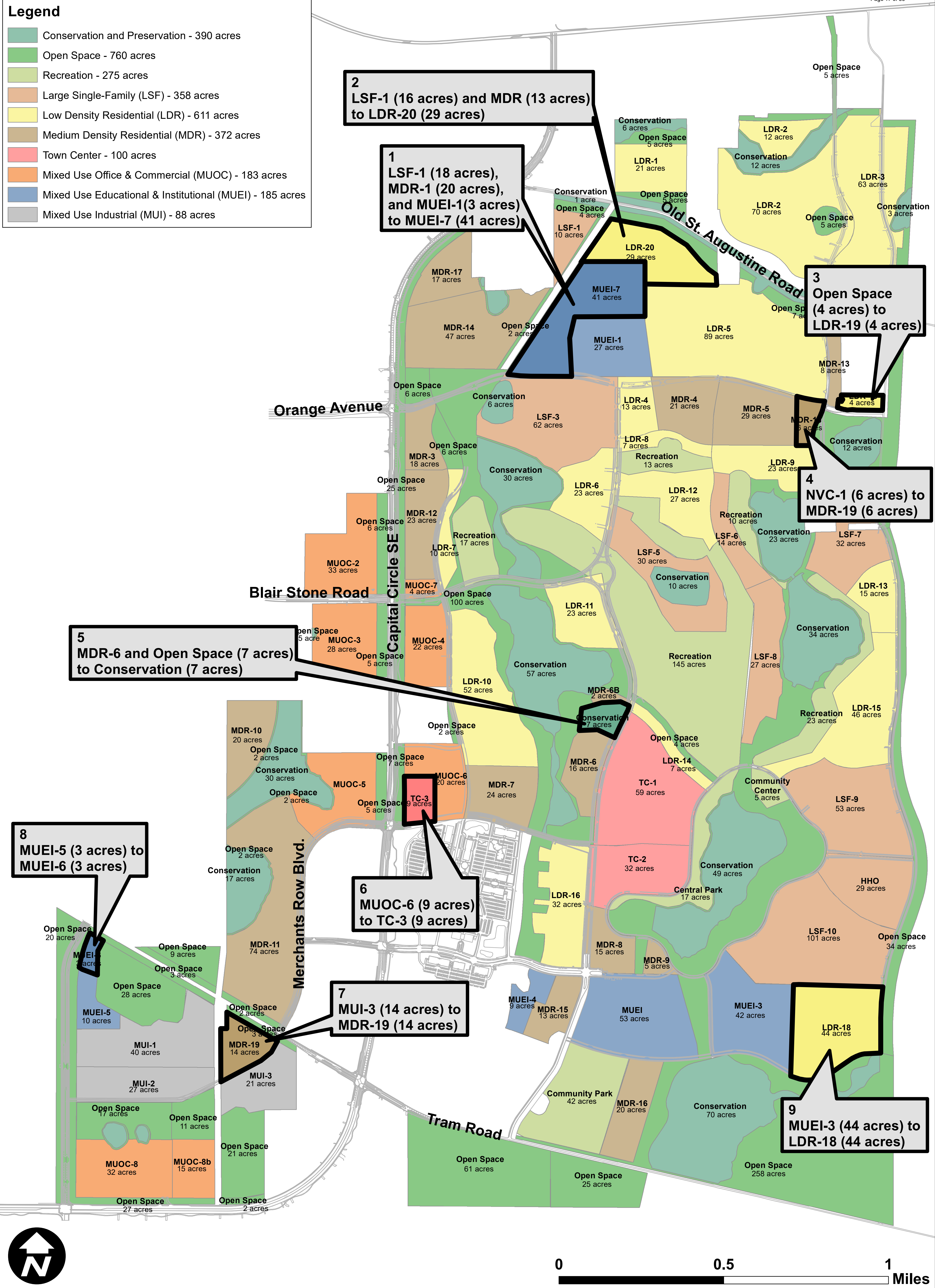


EXHIBIT 3

STORMWATER FACILITIES MASTER PLAN

THE STORMWATER FACILITIES MASTER PLAN WAS
SUBMITTED SEPARATELY FOR REVIEW TO THE CITY OF
TALLAHASSEE IN JUNE 2020.

EXHIBIT 4

TRANSPORTATION EVALUATION

January 29, 2020

Mr. John Curtis
Director of Development
The St. Joe Company
3251 Hemingway Blvd
Tallahassee, FL 32311

RE: *Southwood PUD/DRI— Transportation Update*

Dear Mr. Curtis:

Over the last few months we have had a number of meetings with City and County Staff to discuss the proposed land use changes to the Southwood DRI and PUD. Below is a summary of these changes as it relates to transportation.

As a result of the current proposed land use changes to the DRI and PUD, a balancing of trips, additions and subtractions, is taking place to keep the overall traffic impacts trip neutral when compared to the original analyses. The balancing of residential trips and non-residential trips (productions and attractions) is also being documented so as not to significantly impact the internal capture assumptions in the original analyses. Through coordination with the City of Tallahassee and Leon County an overall verification was completed as part of this traffic update to account for the land use and intensities that have been developed within the Southwood Development. A working spreadsheet incorporated the verified existing and planned development intensities along with the proposed land use changes that are part of the overall DRI/PUD update to ensure that the development program trip number remains the same; or net neutral.

In addition, the simplification of how future changes to land uses and resulting trips will be reported and analyzed is being proposed. The basis of the original traffic analyses was the identification of land uses and calculation of trips by sub-area or traffic analysis zone (TAZ), and there are 42 TAZs each with its own trip rate by land use. This has made updating the land uses and traffic impacts, even if very minor, unnecessarily cumbersome. The proposed update is to use the overall summary table of land uses and trips (Exhibit B-1) along with the attached land use conversion matrix as the basis for any future updates to the PUD/DRI (Exhibit F in the DRI DO). This will still ensure that changes to land uses and resulting traffic are adequately analyzed and reviewed so the overall impacts are not greater than originally identified.

Summary of Findings

The updated overall development program (Exhibit B-1) summary is attached. This table summarizes the attached working spreadsheet. For comparison purposes the original development program is also attached.

As previously stated the balancing of productions and attractions was reviewed to confirm that it remains mostly consistent with the previous program (within 5%). The table below shows the comparison of the updated and previous program.

Overall Development Productions and Attractions			
Original Development Program		Updated Development Program	
Productions	37%	Productions	41%
Attractions	63%	Attractions	59%

Provisional Change

In the meetings and discussions with the City, it has been requested that we analyze the need to four lane Blair Stone Road along with Four Oaks Boulevard within Southwood as referenced in the PUD. Section 6.3.1 in the PUD states that within twelve months of average annual daily traffic (AADT) exceeding 12,500 vehicles per day, or project build-out, the following segments must be four laned:

- a. Blair Stone Road from Esplanade Way to Four Oaks Boulevard
- b. Four Oaks Boulevard from Shumard Oak Boulevard to Blair Stone Road
- c. Four Oaks Boulevard from Blair Stone Road to Orange Avenue

It is recommended this provision be changed to: Four laning of Blair Stone Road and/or Four Oaks Boulevard within Southwood should be considered when the average annual daily traffic exceeds 12,500 vehicles per day. Should this threshold be met the Developer shall coordinate with the City to determine the need for and timing of the four laning.

The Developer is proposing to adjust this provision for the following reasons. First, Southwood has not and is not expected to reach the ADT traffic levels that require the four laning of Four Oaks Boulevard or Blair Stone Road. The existing traffic counts on these Southwood internal segments are:

Segment	Traffic Counts	Date of Study
Blairstone Road, West of Shady View Lane	5,253 ADT	4/20/2017 ¹
Four Oaks Blvd, South of Shady View Lane	4,793 ADT	4/19/2017 ²
Four Oaks Blvd, South of School House Rd	2,275 ADT	3/28/2017 ³

¹ - From the January 31, 2019 Blairstone Road/Four Oaks Boulevard Operational Analysis for the Capital Region CDD

² - From the January 31, 2019 Blair Stone Road / Four Oaks Boulevard Operational Analysis for the Capital Region CDD

³ - From City of Tallahassee Traffic Counts

According to Developer records, at the end of 2017, Southwood's Phase 1 and 2A land uses and corresponding trips were 55.3 % built out. Using this percentage, and extrapolating the 2017 traffic volume out to build out of Phase 1 and 2A, the future volumes on Blair Stone Road and Four Oaks Boulevard are expected to be approximately as follows:

Segment	Traffic Counts
Blairstone Road, West of Shady View Lane	9,500 ADT
Four Oaks Blvd, South of Shady View Lane	8,700 ADT
Four Oaks Blvd, South of School House Rd	4,100 ADT

As shown, the future traffic volumes for these segments are expected to be well below the 12,500 ADT threshold that would require four lanes to be built. Blair Stone Road is the most heavily traveled of these segments and this future volume shown is 76 % of the four-lane threshold at project Buildout of Phase 1 and 2A. According to the PUD/DRI requirements, a new traffic study is required prior to any further development beyond Phase 2A. Therefore, this four lane threshold will be further reviewed and analyzed at that time.

Let us know if you have any questions.

Sincerely,



Richard R. Barr, AICP
Senior Vice President

Attachment:

- Updated Development Program and Trip Generation Summary (Exhibit B-1)
- Original Development Program
- LUC table and Trip Generation Summary
- Traffic Working Spreadsheet

Exhibit B-1					
Updated Cumulative Trip Generation Summary- SouthWood Phase 2a					
Land Use	Units/ Square Feet	Total Trips	5% TDM Trips	Enter Trips	Exit Trips
Single-Family Housing	2,553 units	2,732	2,595	1,635	960
Multi-Family Housing	2,507 units	1,554	1,476	959	517
Office	457 ksf	731	694	118	576
Retail/Commercial	660.179 ksf	3,426	3,255	1,562	1,693
Southwood House	17 ksf	25	24	10	14
Catholic School	79 ksf	149	142	53	89
FSU School (2.59 rate)	234 ksf	606	576	357	219
FSU School Expansion (1.19 rate)	172 ksf	205	195	121	74
Public K-8 School ⁽¹⁾	90 ksf	72	68	31	37
Research & Development	149 ksf	149	142	21	121
Hotel	135 rooms	72	68	31	37
Community Center	12.8 ksf	22	21	7	14
Central Park	123 acres	5	5	2	3
Community Park	215 acres	13	12	5	7
Golf Course	18 holes	49	47	21	26
Assisted Living Facility	116 beds	30	29	11	18
Day Care Center	29.354 ksf	326	310	146	164
K-5 Charter School ⁽¹⁾	100 ksf	300	285	131	154
Total		10,466	9,944	5,221	4,723

Updated 1/29/2020

(1) Charter School and Public K-8 School trip inclusion is subject to change following pending legal decision of State Law.

TRIP GENERATION ASSUMPTIONS

Land Use and Trip Assumptions based on ITE Trip Generation Manual, 7th Edition with the exception of the schools, which are based on local survey data.

The Trip Rate applied to each land use is derived from ITE trip equations (if available) or average trip rates.

The office uses may include typical accessory uses as provided for in the MUOC and TC zoning districts of the Southwood PUD.

Trips reduced by 5% to reflect higher than average bicycle and pedestrian use.

LAND USE CONVERSION HISTORY (SINCE 2019)

FSUS Amendment - Developer converted 98,000 SF of industrial to create 82,000 SF of education/institutional.

Day Care/ALF amendment - Developer converted 19,272 SF of retail/commercial to create 9,000 SF of Day Care

Converted 8 hotel rooms to create 15 ALF beds.

Converted 150,000 sq feet of R&D to 50,000 sq ft of K-8 Charter School equivalency of 150 trips.

SouthWood Phase 2a

Cumulative Trip Generation Summary

Original DRI Southwood					
Land Use	Units/ Square Feet	Total Trips	5% TDM Trips	Enter Trips	Exit Trips
Single-Family Housing	491 units	545	518	326	192
Single-Family Housing	1,585 units	1,675	1,591	1,002	589
Multi-Family Housing	2,694 units	1,672	1,588	1,032	556
Office	650,000 gsf	1,043	991	168	823
Retail/Commercial	770,000 gsf	3,999	3,800	1,824	1,976
Southwood House	17,000 gsf	25	23	10	13
Catholic School	79,000 gsf	149	141	52	89
FSU High School	234,000 gsf	606	576	357	219
Public K-8 School	90,000 gsf	72	68	31	37
Research & Development	500,000 gsf	502	477	72	404
Hotel	170 rooms	90	85	42	43
Community Center	12,800 gsf	22	21	7	14
Central Park	123 acres	5	5	2	3
Community Park	215 acres	13	12	5	7
Golf Course	18 holes	49	47	21	26
Total		10,468	9,943	4,952	4,990

TRIP GENERATION ASSUMPTIONS

Land Use and Trip Assumptions based on ITE Trip Generation Manual, 7th Edition with the exception of the schools, which are based on local survey data.

The Trip Rate applied to each land use is derived from ITE trip equations (if available) or average trip rates.

The office uses may include typical accessory uses as provided for in the MUOC and TC zoning districts of the Southwood PUD.

Trips reduced by 5% to reflect higher than average bicycle and pedestrian use.

Southwood Updated Land Use Conversion Table																							
Land Use Conversion			TO:																PM Peak Hour Trip Generation				
			Single-Family Housing	Multi-Family Housing	Office	Retail / Commercial	Assisted Living Facility	Southwood House	Catholic School	Public K-8 School	Day Care Center	Research & Development	Hotel	Community Center	Central Park	Community Park	Golf Course	FSU School					
FROM:	Land Uses	Units	DU	DU	KSF	KSF	Beds	KSF	KSF	KSF	KSF	KSF	Rooms	KSF	Acres	Acres	Holes	KSF	Land use	ITE Code or DRI	Effective Trip Generation Rate		
	Single-Family Housing	DU	1.00	1.72	0.67	0.21	4.11	0.73	0.57	1.34	0.10	1.07	2.02	0.61	26.73	17.82	0.39	0.90	Single-Family Housing	DRI	T= 1.07	*(X), X is # of Dwelling Units	
	Multi-Family Housing	DU	0.58	1.00	0.39	0.12	2.39	0.42	0.33	0.78	0.06	0.62	1.17	0.35	15.52	10.34	0.23	0.52	Multi-Family Housing	DRI	T= 0.62	*(X), X is # of Dwelling Units	
	Office	KSF	1.50	2.59	1.00	0.31	6.17	1.09	0.85	2.01	0.14	1.60	3.03	0.92	40.12	26.74	0.59	1.35	Office	DRI	T= 1.60	*(X), X is 1,000 Square Feet	
	Retail / Commercial	KSF	4.86	8.37	3.24	1.00	19.98	3.53	2.75	6.49	0.47	5.17	9.81	2.97	129.84	86.56	1.90	4.36	Retail / Commercial	DRI	T= 5.19	*(X), X is 1,000 Square Feet	
	Assisted Living Facility	Beds	0.24	0.42	0.16	0.05	1.00	0.18	0.14	0.33	0.02	0.26	0.49	0.15	6.50	4.33	0.09	0.22	Assisted Living Facility	254	T= 0.26	*(X), X is # of Beds	
	Southwood House	KSF	1.38	2.37	0.92	0.28	5.66	1.00	0.78	1.84	0.13	1.46	2.78	0.84	36.76	24.51	0.54	1.24	Southwood House	DRI	T= 1.47	*(X), X is 1,000 Square Feet	
	Catholic School	KSF	1.76	3.04	1.18	0.36	7.25	1.28	1.00	2.36	0.17	1.88	3.56	1.08	47.15	31.43	0.69	1.58	Catholic School	DRI	T= 1.89	*(X), X is 1,000 Square Feet	
	FSU High School	KSF	2.42	4.17	1.61	0.50	9.96	1.76	1.37	3.24	0.23	2.58	4.89	1.48	64.74	43.16	0.95	2.18	FSU High School	N/A	T= 2.59	*(X), X is 1,000 Square Feet	
	Public K-8 School	KSF	0.75	1.29	0.50	0.15	3.08	0.54	0.42	1.00	0.07	0.80	1.51	0.46	20.00	13.33	0.29	0.67	Public K-8 School	DRI	T= 0.80	*(X), X is 1,000 Square Feet	
	Day Care Center	KSF	10.40	17.92	6.93	2.14	42.77	7.56	5.90	13.90	1.00	11.08	21.00	6.35	278.00	185.33	4.06	9.34	Day Care Center	565	T= 11.12	*(X), X is 1,000 Square Feet	
	Research & Development	KSF	0.94	1.62	0.63	0.19	3.86	0.68	0.53	1.26	0.09	1.00	1.90	0.57	25.10	16.73	0.37	0.84	Research & Development	DRI	T= 1.00	*(X), X is 1,000 Square Feet	
	Hotel	Rooms	0.50	0.85	0.33	0.10	2.04	0.36	0.28	0.66	0.05	0.53	1.00	0.30	13.24	8.82	0.19	0.44	Hotel	DRI	T= 0.53	*(X), X is # of Rooms	
	Community Center	KSF	1.64	2.82	1.09	0.34	6.73	1.19	0.93	2.19	0.16	1.74	3.31	1.00	43.75	29.17	0.64	1.47	Community Center	DRI	T= 1.75	*(X), X is 1,000 Square Feet	
	Central Park	Acres	0.04	0.06	0.02	0.01	0.15	0.03	0.02	0.05	0.00	0.04	0.08	0.02	1.00	0.67	0.01	0.03	Central Park	DRI	T= 0.04	*(X), X is Acres	
Community Park	Acres	0.06	0.10	0.04	0.01	0.23	0.04	0.03	0.08	0.01	0.06	0.11	0.03	1.50	1.00	0.02	0.05	Community Park	DRI	T= 0.06	*(X), X is Acres		
Golf Course	Holes	2.56	4.41	1.71	0.53	10.54	1.86	1.45	3.43	0.25	2.73	5.18	1.57	68.50	45.67	1.00	2.30	Golf Course	DRI	T= 2.74	*(X), X is # of holes		
*FSU School Expansions	KSF	1.11	1.92	0.74	0.23	4.58	0.81	0.63	1.49	0.11	1.19	2.25	0.68	29.75	19.83	0.43	1.00	*FSU School Expansions	522	T 1.19	*(X), X is 1,000 Square Feet		
*The FSU School Expansion rate should be used when converting any additions to or from the FSU School land use. This rate was approved for use for additional expansion																				Updated January 2020			

Note: The Developer may increase or decrease the amount of a particular land use within the approved development program without amending the DRI Integrated Development Order by using the Land Use Conversion Table (Exhibit I). Use of the conversion table shall be limited to no more than a 25% increase or decrease of development entitlements for each use listed in Exhibit B-1. If a conversion which would result in greater than 25% increase or decrease of a use is needed, an amendment to the Integrated Development Order shall be required to accommodate the conversion. The only exception to the 25% conversion limit is the conversion of up to 100% of the undeveloped hotel rooms, so long as the receiving land use does not exceed the 25% change threshold, and conversions resulting in up to 500 assisted living/continuing care facility beds. Use of the Land Use Conversion Table shall not provide the ability to exceed the development impacts analyzed in the DRI Application for Development Approval (ADA). Any time the Land Use Conversion Table is used, the City of Tallahassee Growth Management and Leon County Development Services and Environmental Management Departments must be provided notice at least 30 days in advance of use of the Land Use Conversion Table in the form of an on-going accounting report. Use of the table will be reported with documented development impacts as an on-going accounting table in the Annual Report. Cumulative changes shall be reflected with subsequent amendments to the Southwood DRI Integrated Development Order.

Land Use			Land Use		Dwelling	Space		By Parcel		By TAZ			Developed or Committed Intensities																							
TAZ	Code		Description	Acreage	Units	(Sq. Ft.)		Allowed DRI trips (effective rates)	Original DRI Trips	Original DRI Trips by TAZ	Allowed DRI Trips by TAZ (effective rates)	Adjusted to reflect 4 approved changes and Adjustment of Public School Trips	Single-Family Housing	Townhouses/Apartments	Office	Retail / Commercial	Assisted Living Facility	Southwood House	Catholic School	FSU High School	Public K-8 School	Day Care Center	Research & Development	Hotel	Community Center	Central Park	Community Park	Golf Course	Private School (K-12)	Private School (K-12) - Calculated	FSU School Expansion/ 1.19 rate	Church	Charter School			
693	TC-1	NVC-2	Low Density Residential	38	89			95	97	1168	1032	1032	89																							
	TC-1		Med. Density Residential	5	60			37	43					137																						
	TC-1/2		Town Center Office	32		100000		160	191																											
	TC-1/2		Town Center Retail			115000		597	687											38.879																
	TC-1/2		Hotel (50 units)		50			27	23																											
	TC-1/2		Med. Density Residential		80			50	55																											
698	MDR-8		Med. Density Residential	16	107			66	72				39	130																						
	MDR-9		Med. Density Residential	15	80			50	55				20	65																						
696	MDR-9		Day Care	5						55	50	408																								
	MUEI-2		Florida High + TCC	53		234000		606	606	606	606	704									234		15.619													
339	PARK		County Park	62				13	13	13	13	13															215					82				
697	MUEI-3		JPtI + Barry Univ.	40		79000		149	149	221	221	221	70						79																	
			Public K-8 School	46		90000		72	72												90															
700	LSF-10		Large Lot Residential	101	136			146	141	166	171	171	171																							
			SouthWood House			17000		25	25										17																	
694	LSF-9		Large Lot Residential	53	56			60	64	64	60	60	62																							
699	PARK		Central/City Park	22				27	27	27	27	27	27														123									
695	MUEI-4			9																																
	MDR-15		Med. Density Residential	13	78			48	54	54	48	48	48																							
691	MDR-7		Med. Density Residential	24	240			149	146	146	149	149		242																		90				
683	MUOC-4		Office	22		200000		320	303	554	450	450			200																					
	MUOC-4		Commercial			25000		130	251							25																				

	Land Use	Developed or Committed Trips																							
TAZ	Code	Single-Family Housing	Townhouse s/Apartments	Office	Retail / Commercial	Assisted Living Facility	Southwood House	Catholic School	FSU High School	Public K-8 School	Day Care Center	Research & Development	Hotel	Community Center	Central Park	Community Park	Golf Course	Private School (K-12)	Private School (K-12) - Calculated	FSU School	Church	Charter School	Developed or Committed Trips	Trip Difference by TAZ	
693	TC-1	95	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	505	527	
	TC-1	0	85	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	TC-1/2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	TC-1/2	0	0	0	202	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	TC-1/2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	TC-1/2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0
698	TC-2	42	81	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	MDR-8	21	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	61	173	
696	MDR-9	0	0	0	0	0	0	0	0	0	174	0	0	0	0	0	0	0	0	0	0	0	174	0	
696	MUEI-2	0	0	0	0	0	0	0	606	0	0	0	0	0	0	0	0	0	0	98	0	0	704	0	
339	PARK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	0	0	0	0	0	13	0	
697	MUEI-3	75	0	0	0	0	0	149	0	0	0	0	0	0	0	0	0	0	0	0	0	0	224	-75	
		0	0	0	0	0	0	0	0	72	0	0	0	0	0	0	0	0	0	0	0	0	72		
700	LSF-10	183	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	183	-37	
		0	0	0	0	0	25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25		
694	LSF-9	66	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66	-6	
699	PARK	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	-22	
695	MUEI-4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107	-59
	MDR-15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107	0	0	107		
691	MDR-7	0	150	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	-1	
683	MUOC-4	0	0	320	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	320	-153	
	MUOC-4	0	0	0	130	0	0	0	0	0	153	0	0	0	0	0	0	0	0	0	0	0	283		
684	LDR-10	142	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	142	0	
685	LDR-11	83	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	83	0	
320	MUOC-2	0	0	0	555	0	0	0	0	0	0	120	0	0	0	0	0	0	0	0	0	0	675	33	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
323	MUOC-3	0	0	107	285	0	0	0	0	0	0	0	45	0	0	0	0	0	0	0	0	0	437	342	
332	MUOC-5	0	169	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	169	71	
692	MDR-6	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	42	
340	LDR-16	75	51	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	126	64	
331	MDR-10	90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	90	-16	
338	MDR-11	113	140	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	253	68	
337	MUI-1	0	155	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300	455	-455	
344	MUI-2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1817	44
	MUOC-8	0	0	0	1817	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
689	MUI-3	0	31	8	26	0	0	0	0	0	0	29	0	0	0	0	0	0	0	0	0	0	94	-94	
690	MUOC-6	0	12	296	389	0	0	0	0	0	0	0	27	0	0	0	0	0	0	0	0	0	724	-404	
677	LDR-7	31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31	-5	
676	MDR-12	0	154	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	154	39	
	MDR-3	43	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	43		
	MUOC-7	0	0	0	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22		
678	LSF-3	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	40	
	LDR-6	54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54		
674	MDR-14	0	134	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	134	-118	
		0	0	0	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30		
	MUOC-1	0	156	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	156		
671	LSF-1	96	25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	121	-26	
	MDR-1	54	62	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	116		
675	MUEI-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
617	LDR-1	0	110	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	110	-48	
618	LDR-2	203	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	203	8	
619	LDR-3	96	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96	66	
681	NVC-1	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	-30	
687	GOLF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	49	0	0	0	0	0	49	16	
	LDR-14	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16		
680	MDR-5	116	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	116	4	
	LDR-9	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48		
672	LDR-5	269	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	269	-40	
673	MDR-13	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	14	
679	LDR-4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65	
	MDR-4	62	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	62		
	LDR-8	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15		
682	LSF-6	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	
	LSF-8	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30		
	LDR-12	75	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	75		
686	LSF-5	51	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	51	-3	
688	LSF-7	73	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	73	-26	
	LDR-13	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52		
	LDR-15	193	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	193		
Open Space	LDR-20	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	-9	
Open Space	to MDR-19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	0	0	0	0	0	22	0	0	0	0	0	0	0	22	22	
TOTAL		2731	1555	731	3426	30	25	149	606	72	327	149	72	22	5	13	49	0	0	205	0	300	10467		

EXHIBIT 5

PROPOSED EXHIBITS B-1 AND B-2

EXHIBIT B-1
SOUTHWOOD DRI DEVELOPMENT PROGRAM

DRI LAND USES	Phase 1 (1999-2036 19)		Phase 2a (2005-2036 27)		Phase 2b (2020-2036 27)		PROJECT TOTAL	
	Aeres	BDU/GSF/ACRES	Aeres	BDU/GSF/ACRES	Aeres	BDU/GSF	Aeres	BDU/GSF/ACRES
Residential ^{1, 1)}								
Single Family	455	1,048 DU	489	1,505,026 DU			944	2,553,074 DU
Multi-Family	96	777 DU	312	1,730,319 DU			407	2,507,096 DU
Independence Landing ¹⁰	554		804	400 DU			1,354	400 DU
SUBTOTAL		1,825 DU		3,635,345 DU				5,460,170 DU
Commercial (Wholesale, Retail & Service) ^{2, (2)}	149	287,000 GSF	191	373,179,480,728 GSF	197	12,502 GSF	537	7672,68180,220 GSF
Office ^{2, (2)}	130	0500,000 GSF	173	45780,000150,000 gfs	197	1,544,117 GSF	494	2,001,117194,147 GSF
Hotel ^{2, (2)}			191	135162 rooms	197		388	135162
Assisted Living Facility				116 beds				
Industrial			45	251,492,000 GSF	138	2,328,381 GSF	193	2,477,690,381 GSF
Southwood Historic Home				17,000 GSF				17,000 GSF
Educational/Institutional								
Educational ²	148	230,000 GSF	10	445314,000 GSF	29		177	485675,000 GSF
Institutional ^{2, (3)}				29,354 GSF				29,354 GSF
Day Care Center				12,800 GSF				12,800 GSF
Community Center								
SUBTOTAL		230,000 GSF		487,154 GSF				485,000717,154 GSF
Recreation & Open Space								
Central Park ^{4, (4)}	125	125 AC					125	125 AC
Community Park ^{5, (5)}	195	195 AC					195	195 AC
North Park			36	36 AC			36	36 AC
Golf Course/Clubhouse	214	214 AC					214	214 AC
Other Open Space & Buffers ^{6, (6)}	772	772 AC	25	25 AC			797	797 AC

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	SUBTOTAL	1306	1306 AC	61	61 AC		1,367	1,367 AC
TOTALS (?)		2,125		1,093		194	2,323	

Notes:

1. Single family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.
2. Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.
3. Up to 31,000 GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.
4. Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.
5. Community Park includes 42 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.2.
6. Other Open Space and Buffers includes open space corridors throughout the project (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.
7. Commercial, Office, Hotel and Industrial Acreages may include the same pods in multiple categories to reflect the wide range of allowable uses within various land uses. Refer to exhibit B-2 for specific pod acreages.
8. The DRI phase and buildout dates are December 24, 2036.
9. The Education entitlements are divided as follows: 234,000 SF to FSU School, 172,000 to FSU School expansion, 79,000 to John Paul II Catholic School, 100,000 SF for charter school and 90,000 SF for future public school use.

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10. Independence Landing project does not count against the total trips for this Project and must undergo concurrency approval with the City.

11. Acreages for uses are shown by land use district in Exhibit B-2.

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EXHIBIT B-2
SOUTHWOOD DRI PHASING PROGRAM

PHASE 1			PHASE 2a			PHASE 2b ¹		
POD	LAND USE	ACRES ²	POD	LAND USE	ACRES ²	POD	LAND USE	ACRES ²
LSF-6	LARGE LOT RESIDENTIAL	14	LSF-1	LARGE LOT RESIDENTIAL	344	TC-1 ^{4,5}	TOWN CENTER (MIXED USE)	See Ph.1
LSF-8	LARGE LOT RESIDENTIAL	27	LSF-3	LARGE LOT RESIDENTIAL	62	TC-2 ^{4,5}	TOWN CENTER (MIXED USE)	See Ph.1
LSF-9	LARGE LOT RESIDENTIAL	53	LSF-6	LARGE LOT RESIDENTIAL	30	SUBTOTAL		0
LSF-10	LARGE LOT RESIDENTIAL	101	LSF-7	LARGE LOT RESIDENTIAL	32	NVC-1 ⁶	NEIGHBORHOOD VILLAGE CENTER	See Ph.2a
SUBTOTAL		195	SUBTOTAL		12768	SUBTOTAL		0
LDR-6	LOW DENSITY RESID.	23	LDR-1	LOW DENSITY RESID.	24			
LDR-10	LOW DENSITY RESID.	53	LDR-2	LOW DENSITY RESID.	82	MUI-1 ⁵	RESEARCH & DEVELOPMENT	See Ph.2a
LDR-11	LOW DENSITY RESID.	23	LDR-3	LOW DENSITY RESID.	63	MUI-3 ⁵	RESEARCH & DEVELOPMENT	See Ph.2a
LDR-12	LOW DENSITY RESID.	27	LDR-4	LOW DENSITY RESID.	13	SUBTOTAL		0
LDR-13a	LOW DENSITY RESID.	11	LDR-5	LOW DENSITY RESID.	89	MUEI-1 ⁵	EDUCATIONAL/INSTITUTIONAL	See Ph.2a
LDR-14	LOW DENSITY RESID.	7	LDR-7	LOW DENSITY RESID.	16	SUBTOTAL		0
LDR-15	LOW DENSITY RESID.	46	LDR-8	LOW DENSITY RESID.	7			
LDR-16	LOW DENSITY RESID.	32	LDR-9	LOW DENSITY RESID.	23			
SUBTOTAL		222	LDR-13b	LOW DENSITY RESID.	4			
			LDR-18		32			
			LDR-19		40			
MDR-6a	MED. DENSITY RESID.	38	SUBTOTAL		39324			
MDR-7	MED. DENSITY RESID.	24	MDR-1	MED. DENSITY RESIDENTIAL	33			
MDR-8	MED. DENSITY RESID.	15	MDR-3	MED. DENSITY RESIDENTIAL	18			
MDR-9	MED. DENSITY RESID.	5	MDR-4	MED. DENSITY RESIDENTIAL	21			
MDR-12	MED. DENSITY RESID.	23	MDR-5	MED. DENSITY RESIDENTIAL	25			
SUBTOTAL		706	MDR-8b	MED. DENSITY RESIDENTIAL	16			
TC-1	TOWN CENTER (MIXED USE)	50	MDR-10	MED. DENSITY RESIDENTIAL	20			
TC-2	TOWN CENTER (MIXED USE)	32	MDR-11	MED. DENSITY RESIDENTIAL	74			
SUBTOTAL		91	MDR-13	MED. DENSITY RESIDENTIAL	8			
MUOC-2	OFFICE/COMMERCIAL	33	MDR-14	MED. DENSITY RESIDENTIAL	47			
MUOC-4	OFFICE/COMMERCIAL	22	MDR-15	MED. DENSITY RESIDENTIAL	13			
			MDR-16	MED. DENSITY RESIDENTIAL	20			
			MDR-17	MED. DENSITY RESIDENTIAL	17			
			MDR-22		5			
			MDR-23	MED. DENSITY RESIDENTIAL	10			
			MDR-24		9			
MUOC-6	OFFICE/COMMERCIAL	216	SUBTOTAL		32244			
MUOC-7	OFFICE/COMMERCIAL	4	TC-1 ⁴	TOWN CENTER (MIXED USE)	See Ph.1			
SUBTOTAL		806	TC-2 ⁴	TOWN CENTER (MIXED USE)	See Ph.1			
			TC-3	TOWN CENTER (MIXED USE)	8			
MUEI-2	EDUCATIONAL/INSTITUTION	53	SUBTOTAL		98			
MUEI-3	EDUCATIONAL/INSTITUTION ³	86						
MUEI-4	EDUCATIONAL/INSTITUTION	9	MUOC-3	OFFICE/COMMERCIAL	28			
SUBTOTAL		148	MUOC-5	OFFICE/COMMERCIAL	29			
REC	COMMUNITY PARK	42	MUOC-8	OFFICE/COMMERCIAL	47			
REC	CENTRAL PARK/COMM. CTR	22	SUBTOTAL		104			
REC	GOLF COURSE	214	NVC-1	NEIGHBORHOOD VILLAGE CTR	10			
SUBTOTAL		278	SUBTOTAL		40			
	DEVELOPED	1,08497	MUI-1	RESEARCH & DEVELOPMENT	7446			
	OPEN SPACE	1,028	MUI-2	RESEARCH & DEVELOPMENT	6636			
	TOTAL	2,1126	MUI-3	RESEARCH & DEVELOPMENT	57			
			SUBTOTAL		13983			
			MUEI-1	EDUCATIONAL/INSTITUTIONAL	28			

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MUEI-2 ²	EDUCATIONAL/INSTITUTIONAL	53
MUEI-3 ²	EDUCATIONAL/INSTITUTIONAL	846
MUEI-4		13
MUEI-5	EDUCATIONAL/INSTITUTIONAL	10
MUEI-6		4
MUEI-7		40
SUBTOTAL		19678
PARK	NORTH PARK (OPEN SPACE)	36
SUBTOTAL		36
	DEVELOPED ^{4,5}	1,20076
	OPEN SPACE	61
	TOTAL	1,34936

NOTES

1. Prior to commencement of development of Phase 2b entitlements, an updated traffic analysis that addresses cumulative impacts of Phases 1 through 2b will be provided by the Developer to the review agencies as a substantial deviation for review for transportation impacts only. Until such time as the Phase 2b entitlements are sought, the lands identified as being in Phase 2b may be developed with available entitlements from Phase 2a.
2. Acreage projections for each development pod on this table and on Map H are approximate and may vary based upon final survey and platting.
3. Phase 1 development of MUEI-3 limited to 56,000 GSF and ancillary athletic fields.
4. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phases 2a and 2b.
5. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phase 2a.
6. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 2a, and represents developer's ability to develop up to the stated acreage in Phase 2b.

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EXHIBIT 6
PROPOSED EXHIBIT G

EXHIBIT G

Schedule of Internal Road Improvements

<u>Internal Road Improvement</u>	<u>Master Plan Development Pods</u>
Merchants Row (from Capital Circle SE to Tram Road)	Completed
Merchants Row (from Tram Road to Southchase Boulevard)	MUI-2, MUI-1, MUI-3 <u>– to be completed as site plans are proposed</u>
Four Oaks Boulevard (from current terminus to Orange Avenue Extension)	Completed
Southchase Boulevard (fka Paul Russell Extension) (from Capital Circle SE to Tram Road)	MUOC-8, MUI-1, MUI-2
Shumard Oak (from Capital Circle to Merchants Row Extension)	Completed
Esplanade Way (from current terminus to Orange Avenue Extension)	LDR-7, MDR-3 <u>– To be completed by December 31, 2021</u>
Orange Avenue Extension (from Capital Circle SE to Southwood Plantation Road/Biltmore Avenue)	LDR-5, MDR-5, NVC-1 <u>– To be completed December 31, 2021</u> (Note: Orange Avenue Extension from Capital Circle SE to Mossy Creek Lane is completed)
Southwood Plantation Road/Biltmore Avenue (from current terminus to Apalachee Parkway as aligned with Sutor Road)	LSF-7, LDR-9, NVC-1, MDR-13, LDR-5, LDR-2, LDR-3 <u>– To be completed December 31, 2021</u>
Biltmore Avenue (from Salinger Way to Schoolhouse Road)	To be completed by December 31, 2014
Schoolhouse Road (from current terminus to Biltmore Avenue)	To be completed by December 31, 2014
Notes: <ol style="list-style-type: none"> 1) Segments of each internal road improvement listed above are to be completed no later than the completion of the applicable portion of the referenced development pods that are immediately adjacent to the road segment. 2) For the purpose of this exhibit, a portion of a development pod shall be deemed completed when all of the horizontal infrastructure (i.e. roads, water/sewer, stormwater, etc.) necessary to service the applicable portion of the development pod are constructed and inspected. 3) Each applicable internal road segment is to be designed, permitted and constructed simultaneously with the applicable portion of a development pod that is immediately adjacent to the road segment. 4) All roads reference above shall be completed no later than December 31, 2020 unless otherwise noted. 	

EXHIBIT 7
PROPOSED EXHIBIT H

EXHIBIT H

Schedule of Pro Rata Share Contributions
For Phase 2a

<u>Year</u>	<u>Payment Amount</u>
<u>20184/20/2023</u>	\$500,000
<u>20194/20/2024</u>	\$500,000
<u>20204/20/2025</u>	\$685,982
<u>20214/20/2026</u>	\$1,000,000
<u>20224/20/2027</u>	\$1,000,000
<u>20234/20/2028</u>	\$1,000,000
Grand Total	\$4,685,982

Notes:

1) Payments are due prior to December 31st of each respective year.

2) Payments will be made to the City of Tallahassee and pipelined in accordance with the Significant Benefit Memorandum of Agreement executed by the City of Tallahassee, Leon County and the Florida Department of Transportation.

3) Changes to this schedule are subject to the review procedure set forth in Section 380(19)(e)2, Florida Statutes.

EXHIBIT 8
PROPOSED EXHIBIT F

EXHIBIT F

SouthWood Phase 2a - Cumulative Trip generation Summary

Land Use	Pod Code	Units/Square Feet	Total Trips	5% TDM Trips	Enter Trips	Exit Trips
Single-Family Housing	LSF	491 units	545	518	326	192
Single-Family Housing	LDR	1,585 units	1,675	1,591	1,002	589
Multi-Family Housing	MDR	2,694 units	1,672	1,588	1,032	556
Office	MUOC/TC	650,000 gsf	1,043	991	168	823
Retail/Commercial	MUOC/TC	770,000 gsf	3,999	3,800	1,824	1,976
Southwood House	HHO	17,000 gsf	25	23	10	13
Catholic School	MUEI-3	79,000 gsf	149	141	52	89
FSU High School	MUEI-2	234,000 gsf	606	576	357	219
Public K-8 School	MUEI-3	90,000 gsf	72	68	31	37
Research & Development	MUI	500,000 gsf	502	477	72	405
Hotel	MUOC/TC/HHO	170 rooms	90	85	42	43
Community Center		12,800 gsf	22	21	7	14
Central Park		123 acres	5	5	2	3
Community Park		215 acres	13	12	5	7
Golf Course		18 holes	49	47	21	26
TOTAL			10,468	9,943	4,953	4,990

TRIP GENERATION ASSUMPTIONS

Land Use and Trip Assumptions based on ITE Trip Generation Manual, 7th Edition with the exception of the schools, which are based on local survey data. The Trip Rate applied to each land use is derived from ITE trip equations (if available) or average trip rates. The office uses may include typical accessory uses as provided for in the MUOC and TC zoning districts of the Southwood PUD. Trips reduced by 5% to reflect higher than average bicycle and pedestrian use.

Independence Landing - The Independence Landing amendment added 400 units to the Southwood DRI that are not shown in the DRI entitlements above. Those units were analyzed separately for impacts and will not be required for mitigation by St. Joe pursuant to the DRI development order.

LAND USE CONVERSION HISTORY (SINCE 2019)

1. FSUS amendment – Developer converted 98,000 SF of industrial to create 82,000 SF of education/institutional.
2. Day Care/ALF amendment – Developer converted 19,272 SF of retail/commercial to create 9,000 SF of Day Care and converted 8 hotel rooms to create 15 ALF beds.
3. Tallahassee Classical School – Developer converted 150,000 SF of industrial to create 50,000 SF of Charter School.
4. The 6th amendment to the DRI DO included a balancing of trips with additions and subtractions of land uses but keeping traffic impacts trip neutral. Kimley Horn's January 29, 2020 letter documents this trip balancing which was included as Exhibit 4 to the 6th amendment developer's application. The summary spreadsheet from Kimley's traffic evaluation is incorporated into this Exhibit.

120205030.1

EXHIBIT 9

PROPOSED DRI DO LANGUAGE

PROPOSED DRI DEVELOPMENT ORDER AMENDMENTS

1. HOUSING – THE DEVELOPER IS PROPOSING TO REPLACE THE OUTDATED DRI DO HOUSING LANGUAGE AND REPLACE IT WITH A SIMPLE COMMITMENT FOR THE DEVELOPER TO PROVIDE A MINIMUM OF 144 WORKFORCE HOUSING UNITS ONSITE. THE PROPOSED EDITS ARE IDENTIFIED BELOW.

16. Housing

- a. The Developer has satisfied its housing obligations through its initial payment of \$150,000 to the City and its subsequent payments of \$160.00 for each unit built in the Project to date.
- b. The Developer has the option to build a minimum of 144 workforce housing units in the Project and will coordinate with the City prior to constructing the units. The Developer will continue to meet the requirements of 16.c. below unless the units are constructed and receive a certificate of occupancy.
- cd. ~~After the first 1,000 units have received a certificate of occupancy, a~~ A voluntary fee of \$160.00 per single family residential unit constructed and developed for sale on the DRI property shall be paid by the Developer. Such payments shall be based on the number of certificates of occupancy received on a calendar year basis and shall be paid by the Developer, in arrears, at the time of filing of the Annual Report. The Developer shall pay these monies as directed by the local government(s).

~~d.e.~~ The fees from subsections a. and c. ~~e. and d.~~ shall be used for programs which encourage affordable housing in proximity to the project. The program(s) may include but need not be limited to:

- (1) The acquisition of land;
- (2) A program for down payment assistance to Low Income or Very Low Income homebuyers;
- (3) Prepayment of points for LI or VLI homebuyers;
- (4) The rehabilitation of existing LI or VLI housing; or
- (5) Construction of new LI or VLI housing by private Developers or not-for-profit housing agencies.

~~a. During regional review an unmet need for 48 very low income units (VLI) (18 in Phase 1 and 30 in Phase 2) was determined based on the development program in the Application for Development Approval and Sufficiency Response. Subsequent to regional review, the Developer revised the development program by moving MUOC-3 to Phase 2 and reducing the school on MUEI-2 from 225,000 SF to 200,000 SF. A revised housing analysis submitted on January 22, 1999, determined an unmet need for 43 VLI units all in Phase 2. Based on these analyses, the Department of Community Affairs and Apalachee Regional Planning~~

~~Council determined that the project will not cause a regionally significant impact on affordable housing.~~

~~b. Housing Policy 1.2.4 of the Tallahassee-Leon County Comprehensive Plan does not require any affordable housing mitigation or contribution by the Developer for this project. However, the City has determined that some level of affordable housing mitigation is appropriate for this project and has requested that the Developer provide a mechanism to support the creation of additional affordable housing opportunities. The Developer has offered to provide voluntary affordable housing assistance subject to the terms of this condition and with cooperation of the City and County.~~

~~c. The Developer has paid the total sum of \$150,000.00 into escrow which constituted prepayment of the voluntary housing assistance fee for the first 1,000 single family residential units constructed and developed on the DRI Property. The Developer shall pay these monies as directed by the local government(s) on or before December 31, 2005.~~

~~f. An affordable housing supply inventory was conducted by the Developer in accordance with the East Central Florida Regional Planning Council Housing Demand, Supply and Need Methodology for Assessing the Affordable Housing Impact of Developments of Regional Impact, April, 1996, and was accepted in the regional report. This inventory identified the following supply within a 10-mile/20 minute housing accessibility area:~~

~~500 Very Low Income Units~~

~~561 Low Income Units~~

~~253 Middle Income Units~~

~~g. The Developer proposed to develop on-site housing to augment the existing supply of affordable housing. When a residential unit is constructed on-site and is within the affordable housing cost range, the existing supply identified in the affordable housing supply inventory shall be increased by 1.5 units in accordance with Rule 9J-2.048(8)(c)1., F.A.C. Each year in the Annual Report required by Section 3.A.23., the Developer shall report the number of units constructed and sold or offered for rent within the DRI Property, during the preceding 12 months and cumulatively, within the housing cost ranges utilized in the regional report.~~

~~h. The following demand ratios shall be used to determine when nonresidential development on the DRI Property creates a demand for affordable housing:~~

~~1,000 square feet Retail/Commercial ————— 0.298 very low
income units~~

~~0.338 low income units~~

~~0.114 middle income units~~

~~1,000 square feet Office ————— 0.031 very low
income units~~

~~0.510 low income units~~

~~0.774 middle income units~~

~~1,000 square foot Industrial ————— 0.010 very low
income units~~

~~0.122 low income units~~

~~0.222 middle income units~~

~~1 acre Educational/Institutional ————— 0.021 very low
income units~~

~~0.277 low income units~~

~~0.437 middle income units~~

~~1 18-hole Golf Course ————— 10 very low income
units~~

~~(club house, pro shop, snack bar) ————— 5 low income units~~

~~3 middle income units~~

Examples:

~~200,000 square foot Retail will require: ————— 60 very low income units~~

~~68 low income units~~

~~23 middle income units~~

~~200,000 square foot Office will require: ————— 6 very low income units~~

~~102 low income units~~

~~155 middle income units~~

- ~~i. If, at the conclusion of a phase, the nonresidential development constructed during that phase creates a demand for affordable housing at the demand ratios provided by paragraph h., which demand is in excess of the available supply inventory as provided by paragraphs f. and g., the Developer may mitigate for such unmet need by making a payment to the escrow account identified in paragraph c. based on the payment schedule in paragraph j.~~
- ~~j. The initial payment of \$150,000.00 shall constitute prepayment of voluntary mitigation for the 43-unit unmet need of very low income housing projected for Phase 2. All additional funds from the Developer's voluntary housing assistance fee shall constitute a credit against any additional unmet need for affordable housing pursuant to Rule 9J-2.048, F.A.C., at a rate of \$3,542.00 for very low income units, \$2,416.00 for low income units and \$1,063.00 for middle income units.~~
- ~~k. This condition shall govern affordable housing impacts and mitigation for the project for purposes of the local comprehensive plan and DCA's Adequate Housing Uniform Standard Rule through Phase 2.~~

**2. ENTITLEMENTS – THE DEVELOPER PROPOSES TO AMEND THE
SOUTHWOOD DRI ENTITLEMENTS AS REFLECTED BELOW AND IN THE
REVISED EXHIBIT B-1.**

E. The Southwood DRI shall consist of 3,322 acres as follows:

1. 2,001~~194~~,117 square feet of office uses;

2. 672,681~~99,502~~ square feet of commercial uses;

3. 2,477~~728~~,381 square feet of industrial uses;

4. 5,060 ~~5,170~~ residential units

5. 400 additional units dedicated to the Independence Landing project on 20 acres;

~~, which include the potential 200 units on the~~ 20 acres;

5. 675,000 ~~403,000~~ GSF of educational/institutional uses and 29,354 GSF of
Daycare Center and 13,000 SF for Community Center; and

6. 116 Assisted Living Facility Beds;

7. 135 Hotel Rooms;

8. 17,000 SF for the Southwood House; and

9. 1,367 acres of recreation and open space areas.

Uses shall be located within the Project as set forth in this Development Order, including Exhibit "B" and Exhibit "C".

3. AMEND TRANSPORTATION CONDITIONS – THE DEVELOPER PROPOSES TO AMEND THE DRI TRANSPORTATION CONDITIONS TO CLARIFY THAT IF THE DEVELOPER WERE TO DEVELOP PHASE 2B THEN ONLY CONCURRENCY REVIEW AND APPROVAL WOULD BE REQUIRED. THIS AMENDMENT IS NEEDED TO REFLECT THAT THE DRI LAWS HAVE BEEN ABOLISHED AND ANY NEW DEVELOPMENT, INCLUDING MOVING INTO A NEW PHASE OF DEVELOPMENT, WOULD HAVE TO MEET THE CITY’S REQUIREMENTS AND NOT THOSE OF THE FORMER DRI TRANSPORTATION REVIEW.

- F. Development of the Southwood DRI shall occur in three (3) phases as described in Exhibit B. Any commencement of Phase 2b entitlements will require additional concurrency review and approval from the City of Tallahassee in coordination with Leon County. ~~Prior to the commencement of development of the Phase 2b entitlements, an updated transportation analysis that addresses the cumulative impacts of Phase 1 and Phase 2a shall be provided by the Developer to the review agencies as a substantial deviation for review of transportation only. Until such time as the Phase 2b entitlements are sought, the~~ The lands identified in Exhibit B as being in Phase 2b may be developed with available entitlements from Phase 2a. Commencement of Phase 2b entitlements will require an amendment to this Development Order including any required traffic mitigation based upon the City’s concurrency review in coordination with Leon County. ~~Traffic mitigation necessary to serve the project at buildout of the Phase 2b entitlements~~

~~shall be determined on the basis of state, regional and local government requirements then in effect and shall be incorporated into this Development Order by amendment.~~

(5) Community Design.

- j. Phase 2b Transportation. Commencement of Phase 2b entitlements shall require concurrency review and approval by the City of Tallahassee in coordination with Leon County. Any development of Phase 2b will require an amendment to the Development Order. ~~Prior to the commencement of development of Phase 2b entitlements, an updated transportation analysis that addresses the cumulative impacts of Phase 1, Phase 2a, and Phase 2b shall be provided by the Developer to the review agencies as a substantial deviation review of transportation only. Traffic mitigation necessary to serve the project at buildout of the Phase 2b entitlements shall be determined on the basis of state, regional and local government requirements then in effect and shall be incorporated in this Development Order by amendment.~~

4. DELETE AIR QUALITY ANALYSIS FOR PHASE 2B – THIS AMENDMENT IS LIKE MANY OF THE OTHER PROPOSED AMENDMENTS WHICH DELETE OUT OF DATE DRI REQUIREMENTS. THE AIR QUALITY STUDY REFERENCED BELOW WAS PART OF THE ABOLISHED DRI RULES AND SHOULD BE REMOVED FROM THIS DRI DO.

1. Air Quality

- a. To reduce dust emissions, land clearing shall be scheduled immediately ahead of construction activities and only on the land needed for construction. A water sprinkling program shall be initiated over areas that are excavated, and vegetative cover shall be re-established and maintained once construction is complete.
- b. ~~Prior to the start of any construction for the Phase 2b entitlements, the Developer shall update the air quality analysis in conjunction with the transportation analysis required by Section 3.A.14 of this Development Order.~~

5. Update school provisions to reflect most recent information.

- k. Development of the Florida State University Developmental Research Charter School on MUEI 2 and MUEI 4 shall not exceed 516,000 ~~234,200~~ GSF. Development of John Paul II Catholic High School on MUEI 3 shall not exceed 79,000 GSF. Development of the K-8 public school on MUEI 73 shall not exceed 90,000 GSF. Ancillary athletic fields may be developed on both sites.

18. Public Facilities

- c. The Developer shall reserve for dedication to the Leon County School Board a 40-acre site in MUEI-73 for an elementary or middle school and all of MUEI-1 for an elementary school, provided that the school board may elect instead to construct a pre-K-8 facility on either or both sites.

Each site shall be transferred and dedicated to the Leon County School Board upon written request after construction funds for such school have been included in the school board's five year capital improvements program. The Developer shall not be responsible for financing the construction, operation or maintenance of such schools or any mitigation of impacts from the development of such schools. However, the Developer shall make water, sewer, roads, electrical and telecommunications infrastructure available at the property line of each site with the school board paying its pro rata share of costs for shared stormwater management. The design and architectural vernacular for the two schools shall be jointly determined by representatives of the school board, Tallahassee-Leon County Planning Department, and the Developer and shall be compatible with the architectural vernacular for Southwood. All schools shall be designed to a pedestrian scale and with safe, integrated access to the surrounding residential areas to promote walkability. School facilities shall be designed, sited and constructed to serve both the schools and the general public after hours and on weekends.

- d. Unless the County and the Leon County School Board agree to collocate a shared-use facility on school board lands in MUEI-1 or MUEI-~~73~~ to provide library services to both the general public and the public schools in Southwood, the Developer shall cause up to 2.5 acres in MUEI-4 to be dedicated to Leon County for establishment of a branch public library. Such dedication shall take place upon written request from the County

after construction funds for such branch public library have been included in the County's Five-Year Capital Improvements Budget.

6. Annual Report – Update section to reflect that report is only sent to the City and County staff review since the DRI process was abolished.

23. Annual Report

The Developer, or as applicable its grantees, lessees, successors or assigns, shall prepare and submit, or cause to be prepared and submitted, an Annual Report to the City Growth Management Department and, the County Growth and Environmental Management Department, ~~ARPC, DCA, Florida Department of Environmental Protection, Florida Department of Transportation, Northwest Florida Water Management District, Fish and Wildlife Conservation Commission,~~ or successors to such agencies as determined by law, on April 1st of each year until the year after buildout of the entire project.. The Annual Report shall include, at a minimum, a complete response to each question in the form provided by the former Department of Community Affairs. The Annual Report shall also update the Developer's five year schedule of capital improvements that are needed for subsequent development, ~~and affordable housing monitoring.~~ Failure to file an Annual Report in a timely manner may result in the temporary suspension of this Development Order.

7. Update DRI Approval Dates – Update DRI DO to reflect prior extensions authorized pursuant to Section 252.363, Florida Statutes.

B. General Conditions. This Development Order shall be subject to the following general conditions:

1. The project buildout date for all development is December 24, 2036 ~~December 31, 2027~~. The DRI termination and DRI Development Order expiration dates are also established as December 24, 2036 ~~December 31, 2027~~. Neither the City nor County shall subject the development to down-zoning, unit density reduction, or intensity reduction until December 24, 2036 ~~December 31, 2027~~, unless the Developer consents to such a change or it can be demonstrated that substantial changes in the conditions underlying approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly essential to the public health, safety or welfare.

8. Delete References in DRI DO to requiring further state and regional review – Update DRI DO to reflect current state law which has removed requirements for further state and regional review.

B. Conclusions of Law

~~2. The Southwood DRI, as approved herein, is consistent with the State Comprehensive Plan.~~

~~4. The Southwood DRI is consistent with the Apalachee Strategic Regional Policy Plan as adopted in Chapter 29L-5, F.A.C.~~

~~5. The Southwood DRI is consistent with the ARPC Regional Report and Recommendations issued pursuant to Section 380.06, F.S., on December 13, 2010.~~

~~7. The impacts of the Southwood DRI, as conditioned by this Development Order, are adequately addressed. pursuant to the requirements of Chapter 380, F.S.~~

~~9. The Minor Amendment does not constitute a substantial deviation from the Development Order adopted by the City Commission on April 28, 1999, as subsequently amended, and is approved subject to the conditions set forth in this Development Order.~~

Section 2. Development Identification

D. The authorized agents for the Developer are John Curtis Abraham Pradp, 3251 Hemingway Blvd,
Tallahassee, Florida 32311; and Bridget Precise, 133 South WaterSound Parkway,
WaterSound, Florida 32413.

8. Water Supply

b. If concurrency cannot be demonstrated for potable water through those means described in the ADA or this Development Order, the Developer must file an amendment to this Development Order and comply with the provisions of notification of proposed change and
~~comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.~~

9. Wastewater

b. If concurrency cannot be demonstrated for wastewater through those means described in the ADA or this Development Order, the Developer must file an amendment to this Development Order and comply with the provisions of notification of proposed change and
~~comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.~~

10. Solid Waste

b. If concurrency cannot be demonstrated for solid waste through those means described in the ADA or this Development Order, the Developer shall file an amendment to this Development Order and comply with the provisions of notification of proposed change and
~~comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.~~

14. Transportation

d. If the Developer does not make the pro rata share contributions in accordance with the terms and conditions of this subsection, then all development shall cease, and a new traffic analysis shall be completed at the Developer's expense and the Developer shall file an amendment to the Development Order. ~~a notification of proposed change and comply with the provisions of section 380.06(19), F.S.~~

B. General Conditions. This Development Order shall be subject to the following general conditions.

7. No change shall be made to this Development Order or to the approved land uses unless the City has approved and authorized said change. ~~Further review pursuant to Chapter 380, F.S., may be required if a change in the project occurs which constitutes~~

~~a substantial deviation as defined in Section 380.06(19), F.S.~~

11. If development cannot occur as set forth in the Master Development Plan the Developer must file an amendment to the Development Order, ~~a notification of proposed change and comply with the provisions of section 380.06(19), F.S.~~

Section 5. Effective Date.

This Development Order, as restated and amended, shall take effect as provided by law and shall supersede and replace all prior development orders adopted pursuant to Section 380.06, F.S. If this Development Order is appealed pursuant to Section 380.07, F.S., the effectiveness of this Development Order shall be stayed until such time as all appeals have been withdrawn or finally resolved. The City Clerk shall send copies of this Development Order, within seven (7) calendar days of the date of approval, to ~~DCA, the ARPC,~~ and the Developer.

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

Leon County Board of County Commissioners

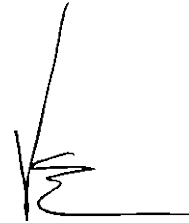
Agenda Item #5

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Renewal of the Tallahassee Fire Department's Certificate of Public Convenience and Necessity



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 item seeks Board approval for the renewal of the Certificate of Public Convenience and Necessity for the Tallahassee Fire Department (TFD) which allows the TFD to provide advanced life support non-transport services.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendations:

Option # 1: Approve the renewal of the Advanced Life Support Non-Transport Certificate of Public Necessity issued to the Tallahassee Fire Department (Attachment #1).

Report and Discussion

Background:

This item seeks Board approval for the renewal of the Certificate of Public Convenience and Necessity (COPCN) issued to the Tallahassee Fire Department (TFD) to provide advanced life support (ALS), first-response, non-transport services (Attachment #1). COPCNs are issued by counties under Section 401.25, Florida Statutes, to entities requesting to deliver emergency medical services within that county. The current COPCN issued in 2017 expires November 8, 2020.

Pursuant to Sections 8-62 and 8-63 of the Leon County Code of Laws, Article III, Emergency Medical Transportation Services, COPCNs require Board consideration for approval upon a recommendation of the Emergency Medical Services Advisory Council (EMSAC). The EMSAC recommends approval of the TFD COPCN. Membership of the EMSAC consists of the County Administrator or designee, who shall act as chairman of the EMSAC, the assistant county administrator or designee, the City Manager of the City of Tallahassee or designee, the Leon County EMS Medical Director, and the administrator, or designee, and emergency department medical directors of each hospital.

Through the Interlocal Agreements between the County and City of Tallahassee, the Tallahassee Fire Department has provided ALS first-response, non-transport services at several fire stations since 2004. TFD requested an amendment to the current COPCN to expand ALS service to additional stations, which was approved by the Board at the March 12, 2019 meeting.

Analysis:

In accordance with Section 8-61 of the Leon County Code of Laws, Article III, Emergency Medical Transportation Services, on August 3, 2020 TFD applied for renewal of their COPCN with no changes to the services being provided (Attachment #2). The EMSAC, which was established by the Ordinance to review such applications, met virtually on September 9, 2020 in compliance with the Governor's Executive Order related to public meetings and COVID-19. The EMSAC voted to recommend the Board approve TFD's request for renewal through November 8, 2023.

Options:

1. Approve the renewal of the Advanced Life Support Non-Transport Certificate of Public Necessity issued to the Tallahassee Fire Department (Attachment #1).
2. Do not approve the renewal of the Advanced Life Support Non-Transport Certificate of Public Necessity issued to the Tallahassee Fire Department (Attachment #1).
3. Board direction.

Recommendation:

Option #1

Title: Renewal of the Tallahassee Fire Department's Certificate of Public Convenience and Necessity
September 29, 2020
Page 3

Attachments:

1. Proposed Certificate of Public Convenience and Necessity to Tallahassee Fire Department
2. Tallahassee Fire Department Application for Renewal of COPCN
3. Minutes from the September 9, 2020 EMSAC meeting

LEON COUNTY

Certificate of Public Convenience and Necessity

Emergency Medical Services

Whereas, the City of Tallahassee has made application for the grant of authority to provide advanced life support, first responder, non-transport services, twenty-four hours per day / seven days per week, from City of Tallahassee fire apparatus located at identified fire stations.

Whereas, the above named service provider affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 64J-1, F.A.C.); and

Whereas, the above named service provider affirms that it will comply with Article III of the Code of Laws of Leon County, Florida; and

Whereas, the governing body of Leon County has considered recommendations of the Emergency Medical Services Advisory Council.

Now therefore, The Board of County Commissioners of Leon County hereby issues a Certificate of Public Convenience and Necessity to the City of Tallahassee to provide the following services only: Advanced Life Support, first responder, non-transport services, twenty-four hours per day / seven days per week from City of Tallahassee fire apparatus located at identified fire stations with limitations as prescribed on the Certificate. Advanced Life Support, first responder, non-transport services may be expanded to additional fire apparatus and status upon the coordination of such expansion with the County. The service shall be provided within the territorial limits of Leon County, Florida. The Certificate holder shall maintain the level of service as outlined in their application throughout the term of this Certificate, and shall conform and comply with all rights and duties granted by the Certificate.

Date Issued: November 8, 2020
Date of Expiration: November 8, 2023
(Unless Certificate is sooner revoked or suspended)

LEON COUNTY, FLORIDA

By: _____
Bryan Desloge, Chair
Board of County Commissioners

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

By: _____

By: _____

Tallahassee Fire Department



Application for

Certificate of Public Convenience and Necessity

July 2020



July 30, 2020

The Tallahassee Fire Department is submitting this application for renewal of our Certificate of Public Convenience and Necessity-Advanced Life Support Non-Transport to continue to provide an increased level of service to our community.

Since 1988 TFD has provided Basic Life Support to the citizens of Tallahassee and Leon County. The *Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services* allows the City of Tallahassee and Leon County to continue to utilize an existing governmental resource to provide advanced pre-hospital patient care to our community.

TFD looks forward to continuing working hand-in-hand with Leon County Emergency Medical Services in a positive teamwork fashion that benefits our citizens.

Respectfully,

Jerome Gaines, Fire Chief
Tallahassee Fire Department
911 Easterwood Drive
Tallahassee, Florida 32311
(850) 891-6600

Leon County

Application for Certificate of Public Convenience and Necessity

Type of Application: Renewal

Advanced Life Support response- Non-Transport

1) Applicant is an unincorporated municipality:

City Of Tallahassee
911 Easterwood Drive
Tallahassee, Florida 32311

850.891.6600

List of Officers and Directors:

Name	Address	Position
John E. Daily	300 South Adams Street Tallahassee, FL 32301	Mayor
Elain Bryant	300 South Adams Street Tallahassee, FL 32301	Commissioner
Jeremy Matlow	300 South Adams Street Tallahassee, FL 32301	Commissioner
Dianne Williams-Cox	300 South Adams Street Tallahassee, FL 32301	Commissioner
Curtis Richardson	300 South Adams Street Tallahassee, FL 32301	Commissioner
Reese Goad	300 South Adams Street Tallahassee, FL 32301	City Manager
Jerome Gaines	911 Easterwood Drive Tallahassee, FL 32311	Fire Chief

2) Type and Number of Shares Outstanding:

Not Applicable.

3) Date of Incorporation:

Established 1825 (per Tallahassee-Leon County Planning Department 2003 Statistical Digest)

4) The City of Tallahassee has authorized the Tallahassee Fire Department to provide First Response Advanced Life Support from ten stations located within the incorporated boundaries of Tallahassee. In addition, Tallahassee Fire Department has one EMS Supervisor and the capacity to provide one additional quick response ALS non-transport vehicle when available. The City and County have mutually agreed upon these ALS station locations.

5) List all ALS stations:

See Attachment 1- List of Stations

6) Names and Certification numbers of all Paramedics, Emergency Medical Technicians, First Responders, or other attendants employed by the applicant.

See Attachment 2- Personnel EMT/PM Certification Numbers

7) Vehicle information

See Attachment 3- Vehicle VIN Information

8) Ground transport written plan for vehicle replacement.

Not Applicable

9) Ground transport service plan for non-disposable equipment replacement.

Not Applicable

10) Air ambulance provider operations manual and FAA Part 135 Certificate.

Not Applicable

11) Description of the applicant's communication system:

See Attachment 4- Communications System Description
See Attachment 5- Radio Licenses
See Attachment 7- Leon County COPCN
See Attachment 8- Controlled Substance Registration Certificate
See Attachment 9- Florida EMS ALS License

12) Proposed operating budget

See Attachment 6- Comprehensive Annual Financial Report FY 2012

13) Verified proof that the applicant and its employees possess all required federal and state licenses and permits:

See Attachment 2- Personnel EMT/PM Certification Numbers
See Attachment 5- Radio Licenses
See Attachment 7- Leon County COPCN
See Attachment 8- Controlled Substance Registration Certificate
See Attachment 9- Florida EMS ALS License
See Attachment 10- Florida EMS Vehicle Permits

14) The name of the municipalities and the description of all the geographic areas that the applicant has previously been authorized to serve, including Leon County, and any other county in Florida, or any State:

The Tallahassee Fire Department began providing Basic Life Support First Response in the unincorporated areas of Leon County in 1988 due to the Interlocal Fire Services Agreement between the City of Tallahassee and Leon County. Additionally, in 1988 , TFD started BLS First Response medical care within the incorporated Tallahassee city limit. Through the interlocal City/County ALS Agreement, TFD has been providing ALS Response from 13 intercity fire apparatus since April 2004.

Advanced Life Support is provided 24 hours per day/seven days per week from 13 City of Tallahassee Fire apparatus located at various stations within the incorporated city boundaries. ALS station locations were decided upon in cooperation with Leon County.

Medical services are provided from the designated station primary response area in both the incorporated and unincorporated areas of Leon County.

See Attachment 7- Leon County COPCN

15) List of current patient fee charges:

Not Applicable. The Tallahassee Fire Department funding for Advanced Life Support First Response medical services is being funded through an interlocal contractual agreement between the City of Tallahassee and Leon County. TFD will not be billing patients for care provided.

16) A sworn statement signed by the applicant or his/her authorized representative stating that all the information in the application is true and correct.

See Attachment 11- Sworn statement from Fire Chief Jerome Gaines.

17) A list of medical equipment and supplies to be supplied, equipped and maintained in each emergency medical services vehicle:

See Attachment 12- Apparatus Inventory Sheets (ALS/BLS)

18) A statement, policy, certificate, or irrevocable letter of commitment to insure:

See Attachment 13- Evidence of Self Insurance (vehicle)

See Attachment 14- Professional Liability

19) Compilation statement showing assets and liabilities prepared by certified public accountant.

See Attachment 6- Comprehensive Annual Financial Report 2012

20) A copy of the applicant's management plan, which shall include a copy of standard operating procedures.

See Attachment 15- Management Plan/Organizational Chart

21) Proof that the applicant has employed or contracted with the qualified Medical Director.

See Attachment 16- Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services.

Attachment 1
COPCN Application
July 2020

List of Tallahassee Fire Department ALS Fire Stations

Fire Station 1
327 North Adams St.
Tallahassee, FL 32301

Fire Station 2
2805 Sharer Rd.
Tallahassee, FL 32312

Fire Station 3
3005 South Monroe St.
Tallahassee, FL 32303

Fire Station 4
2899 West Pensacola St.
Tallahassee, FL 32304

Fire Station 6
2901 Apalachee Parkway
Tallahassee, FL 32301

Fire Station 7
2805 Shamrock South
Tallahassee, FL 32309

Fire Station 8
2423 Hartsfield Rd
Tallahassee, FL 32303

Fire Station 9
3205 Thomasville Rd.
Tallahassee, FL 32312

Fire Station 15
1445 Bannerman Rd.
Tallahassee, FL 32312

Fire Station 16
913 Easterwood Drive
Tallahassee, FL 32311

The locations above were mutually agreed upon as required in the interlocal *Agreement Providing for Advanced Life Support Services*. Any additional ALS units are also addressed in this agreement and require negotiation between the City and County.

Name	Employee Number	Current Date	Expiration Date	Credential Name	Certification or License Number
ALLEN, GREGORY	99750	12/31/2018	12/1/2020	Paramedic	517565
ANDERSEN, JOSEPH	15189	12/1/2018	12/1/2020	Paramedic	523793
ANDERSON, MARCUS	11335	12/1/2018	12/1/2020	Paramedic	514646
ANZALONE, TROY	03421	12/1/2018	12/1/2020	Paramedic	200711
ATKINSON, ROMNEY	94016	12/1/2018	12/1/2020	Paramedic	504624
BLESSING, SETH	96969	12/1/2018	12/1/2020	Paramedic	520308
BOWLING, BRENT	98823	12/1/2018	12/1/2020	Paramedic	522533
CASEY, SEAN	99442	12/1/2018	12/1/2020	Paramedic	510318
COLIN, JEAN-PIERRE	13567	9/18/2019	12/1/2020	Paramedic	534019
COOKSEY, TOM	94844	12/1/2018	12/1/2020	Paramedic	16308
CUEVAS, MARK	96965	12/1/2018	12/1/2020	Paramedic	505376
DAVIS, JOSEPH	99268	12/31/2016	12/1/2020	Paramedic	519149
DAVIS, KEN	20366	12/1/2018	12/1/2020	Paramedic	18742
DAVIS, LANDON	11970	9/7/2018	12/1/2020	Paramedic	531121
DAWSON, JAR'EL	15187	1/10/2020	12/1/2020	Paramedic	536484
DROESSLER, CHARLES	13489	12/31/2018	12/1/2020	Paramedic	529270
DUGGAR, JARROD	98430	12/1/2018	12/1/2020	Paramedic	511710
EASTMAN, MICHAEL	93033	12/1/2018	12/1/2020	Paramedic	17839
GAINES, BRANDON	13480	3/15/2019	12/1/2020	Paramedic	535040
GATLIN, JOHN M	14292	8/3/2019	12/1/2020	Paramedic	535639
GILLETTE, IVEY	99272	12/1/2018	12/1/2020	Paramedic	19320
GRANT, JAYE	98820	12/1/2018	12/1/2020	Paramedic	522624
GRATTON, JOSEPH	15330	11/6/2018	12/1/2020	Paramedic	525949
GRAY, JEFFREY	16074	9/21/2018	12/1/2020	Paramedic	518438
HADDEN, MICHAEL	35714	11/15/2018	12/1/2020	Paramedic	17125
HALL, BRANDON	96967	12/1/2018	12/1/2020	Paramedic	524523
HINDLE, ERIN	16075	8/22/2018	12/1/2020	Paramedic	533815
HUNT, CHRISTOPHER	10695	9/18/2018	12/1/2020	Paramedic	526965
JONES, ROMAN	11971	1/3/2020	12/1/2020	Paramedic	536426
KIMBREL, JONATHAN	97803	12/1/2018	12/1/2020	Paramedic	516278
KING, JENNIFER	92949	12/1/2018	12/1/2020	Paramedic	19756
KNOWLES, GRANVILLE	95211	12/1/2018	12/1/2020	Paramedic	206799
KOEGEL, ROBERT	96970	12/1/2018	12/1/2020	Paramedic	19177
KOSTIC, DANIEL	11337	12/1/2018	12/1/2020	Paramedic	526962
LAMB, REED	11338	12/1/2018	12/1/2020	Paramedic	524821
LAW, KRISTIN	99446	12/1/2018	12/1/2020	Paramedic	524578
MAPES, SHAWN	99447	12/1/2018	12/1/2020	Paramedic	522564
MARINI, GREG	54335	12/1/2018	12/1/2020	Paramedic	18770
MCADAMS, TYLER	16942	9/21/2018	12/1/2020	Paramedic	532968
MCCELLELLAN, LUTHER	10698	12/1/2018	12/1/2020	Paramedic	520360
MEEKS, CHRISTOPHER	95900	12/1/2018	12/1/2020	Paramedic	200973
MILEY, CHASE	12836	12/1/2018	12/1/2020	Paramedic	525856
MOORE, BRETT	98821	12/1/2018	12/1/2020	Paramedic	520309
MORRIS, BRAD	96326	12/1/2018	12/1/2020	Paramedic	17155
O'BRIEN, MATTHEW	10224	12/1/2018	12/1/2020	Paramedic	523303
PACE, KYLE	99758	12/1/2018	12/1/2020	Paramedic	526099
PERSING, CHAD	98423	11/15/2018	12/1/2020	Paramedic	505117
PICHARD, TRAVIS	96961	12/1/2018	12/1/2020	Paramedic	511808
PICKELS, BEN	12174	12/1/2018	12/1/2020	Paramedic	526124
PINTO, JOSHUA	97215	12/1/2018	12/1/2020	Paramedic	516892
PITTINGER, JASON	95901	12/1/2018	12/1/2020	Paramedic	518432
POWELL, STEPHANIE	66362	12/1/2018	12/1/2020	Paramedic	511933

PRUITT, DANIEL	10701	11/15/2018	12/1/2020	Paramedic	508378
PULLEN, CHRIS	15324	12/1/2018	12/1/2020	Paramedic	524816
RAYNOLDS, GABRIEL	99756	12/1/2018	12/1/2020	Paramedic	519862
REED, MICHAEL	11334	12/1/2018	12/1/2020	Paramedic	519410
REESE, JASON	96978	12/1/2018	12/1/2020	Paramedic	515382
REGISTER, WILLIAM	70244	12/1/2018	12/1/2020	Paramedic	14420
ROBERTS, JACOB	11167	11/15/2018	12/1/2020	Paramedic	527017
RODRIGUEZ, EMILIO	13571	12/1/2018	12/1/2020	Paramedic	529250
RUDY, BRENDEN	98825	12/1/2018	12/1/2020	Paramedic	522542
RUSCITTO, SHANNON	11967	12/1/2018	12/1/2020	Paramedic	529711
SACCO, MICHAEL	95331	12/1/2018	12/1/2020	Paramedic	19072
SCHULTZ, KEN	92164	12/1/2018	12/1/2020	Paramedic	14422
SHAFFER, ROBERT	92257	12/1/2018	12/1/2020	Paramedic	18789
SIMMONS, SCOTT	93796	12/1/2018	12/1/2020	Paramedic	10608
SIMPSON, JAMAL	11972	12/1/2018	12/1/2020	Paramedic	529321
SPEIGHTS, ALEX	13572	9/18/2018	12/1/2020	Paramedic	534015
TERHUNE, MICHAEL	80828	12/1/2018	12/1/2020	Paramedic	16645
TIEFEL, STEVE	81631	8/31/2018	12/1/2020	Paramedic	13455
TILLOTSON, JOHN	10702	12/1/2018	12/1/2020	Paramedic	526914
VARN, RYAN	83617	12/1/2018	12/1/2020	Paramedic	515462
WALKER, TRAVIS	93117	12/1/2018	12/1/2020	Paramedic	18830
WASHINGTON, THELTON	98432	12/1/2018	12/1/2020	Paramedic	515754
WATKINS, TODD	99754	12/1/2018	12/1/2020	Paramedic	524514
WOLFBERG, KEEGAN	13483	12/1/2019	12/1/2020	Paramedic	533923
WOLFBERG, ZACHARY	11974	12/1/2018	12/1/2020	Paramedic	523555
YANCEY, DOYLE	93794	12/1/2018	12/1/2020	Paramedic	200708

Name	Employee Number	Current Date	Expiration Date	Credential Name	Certification or License Number
ALDRIDGE, JOHN T.	01523	12/1/2018	12/1/2020	EMT-Basic	63029
ALLEN, JAMES O. III	96754	12/1/2018	12/1/2020	EMT-Basic	307345
ANDERSEN, JOSEPH	15189	12/1/2018	12/1/2020	EMT-Basic	521359
ANDERSON, JOSEPH(MIKE)	95899	12/1/2018	12/1/2020	EMT-Basic	307497
ANDERSON, MARCUS	11335	12/1/2018	12/1/2020	EMT-Basic	513129
ANDERSON, REGAN	13566	12/1/2018	12/1/2020	EMT-Basic	518576
ANDERSON, ROBERT	16936	9/11/2018	12/1/2020	EMT-Basic	562205
ATKINSON, BRIAN	04303	12/1/2018	12/1/2020	EMT-Basic	73155
BAILEY, ADAM	16934	5/21/2019	12/1/2020	EMT-Basic	565265
BARFIELD, LEE	99266	12/1/2018	12/1/2020	EMT-Basic	516106
BARKER, VERNON	16937	7/13/2018	12/1/2020	EMT-Basic	561472
BARLOWE, TRAVIS	16938	5/11/2019	12/12/2020	EMT-Basic	565110
BEAM, ERICK	99441	12/1/2018	12/1/2020	EMT-Basic	521906
BECKETT, DALLAS	16081	11/1/2018	12/1/2020	EMT-Basic	552536
BEDFORD, JARVIS	05858	12/1/2018	12/1/2020	EMT-Basic	73160
BELLAMY, MICHAEL	92255	12/1/2018	12/1/2020	EMT-Basic	86754
BERRY, ROBERT	97802	12/1/2018	12/1/2020	EMT-Basic	512826
BOLDT, BRADLEY	99264	12/1/2018	12/1/2020	EMT-Basic	518924
BOWERS, WARREN	10213	12/1/2018	12/1/2020	EMT-Basic	531393
BOYD, KERRY	96968	12/1/2018	12/1/2020	EMT-Basic	307359
BRADY, JEFFREY	99267	12/1/2018	12/1/2020	EMT-Basic	524128
BROWN, ANNETTE	10453	12/1/2018	12/1/2020	EMT-Basic	69404
BRUNER, DEVIN	10571	11/1/2018	12/1/2020	EMT-Basic	554273
BURNETT, KAITLYN	14291	12/1/2018	12/1/2020	EMT-Basic	537679
BURNS, THOMAS	12838	12/1/2018	12/1/2020	EMT-Basic	541554
BURTON, CRAIG	11212	12/1/2018	12/1/2020	EMT-Basic	63025
BUSBEE, KEVIN	11213	12/1/2018	12/1/2020	EMT-Basic	56728
BUTLER, LANCE	12839	12/1/2018	12/1/2020	EMT-Basic	543070
BYRD, JERRY	11609	12/1/2018	12/1/2020	EMT-Basic	66626
CARLSON-MOORE, DAN	13565	12/1/2018	12/1/2020	EMT-Basic	504059
CARNEY, STEPHEN	13563	12/1/2018	12/1/2020	EMT-Basic	547006
CARPENTER, BRANDON	97217	12/1/2018	12/1/2020	EMT-Basic	510475
CARTER, JESSE K.	92258	12/1/2018	12/1/2020	EMT-Basic	85948
CEASOR, BRANDON	16067	11/1/2018	12/1/2020	EMT-Basic	559548
CLARY, ROBERT	98424	12/1/2018	12/1/2020	EMT-Basic	512076
COE, MATTHEW	96971	12/1/2018	12/1/2020	EMT-Basic	510284
COE, MICHAEL	92596	11/15/2018	12/1/2020	EMT-Basic	510285
COLAIRE, BRANDON	96090	12/1/2018	12/1/2020	EMT-Basic	508584
COLIN, JEAN-PIERRE	13567	12/1/2018	12/1/2020	EMT-Basic	546031
COLON, JUAN	12658	12/1/2018	12/1/2020	EMT-Basic	544472
COOKSEY, SARAH	94323	12/1/2018	12/1/2020	EMT-Basic	83785
CUEVAS, MATTHEW	99443	12/1/2018	12/1/2020	EMT-Basic	522306
CULP, SCOTT	93122	12/1/2018	12/1/2020	EMT-Basic	85654
CURRY, WILLIAM	11966	12/1/2018	12/1/2020	EMT-Basic	532284
DAVIS, ELIZABETH	16069	11/1/2018	12/1/2020	EMT-Basic	547230
DAVIS, FREEMAN	20317	12/1/2018	12/1/2020	EMT-Basic	64437
DAVIS, JONATHAN	20327	12/1/2018	12/1/2020	EMT-Basic	519692
DAVIS, KEN	20366	12/1/2018	12/1/2020	EMT-Basic	20366
DAVIS, KEN	20366	12/1/2018	12/1/2020	EMT-Basic	63023
DAVIS, LANDON	11970	12/1/2018	12/1/2020	EMT-Basic	535657
DAWSON, JAR'EL	15187	12/1/2018	12/1/2020	EMT-Basic	555010
DAZEVEDO, MARK	20931	12/1/2018	12/1/2020	EMT-Basic	80077
DEHANEY, DION	16932	3/13/2018	12/1/2020	EMT-Basic	564418
DELOACH, DAVID	21269	12/1/2018	12/1/2020	EMT-Basic	75502
DEMAY, DAVID	21289	12/1/2018	12/1/2020	EMT-Basic	82739
DERY, CHARLES	21359	12/1/2018	12/1/2020	EMT-Basic	63021
DESILE, JOSUE	16070	11/1/2018	12/1/2020	EMT-Basic	559613
DICKINSON, GAVIN	11634	11/1/2018	12/1/2020	EMT-Basic	548291
DIPIERO, BEVERLY	16933	5/15/2019	12/1/2020	EMT-Basic	565181

DUDLEY, DARRIUS	11163	12/1/2018	12/1/2020	EMT-Basic	529358
EAGERTON, STEPHEN	16935	10/5/2018	12/1/2020	EMT-Basic	559723
EASTMAN, BRANDON	99662	12/1/2018	12/1/2020	EMT-Basic	553557
EDWARDS, TERRY	24432	12/1/2018	12/1/2020	EMT-Basic	71136
ESPINOSA, ANTHONY	97801	12/1/2018	12/1/2020	EMT-Basic	514640
EVANS, CHANDLER	10690	12/1/2018	12/1/2020	EMT-Basic	527256
EVANS, FLOYD	27303	12/1/2018	12/1/2020	EMT-Basic	70677
EVANS, MARK	27410	12/1/2018	12/1/2020	EMT-Basic	501700
FERNANDEZ, ZACH	13478	12/1/2018	12/1/2020	EMT-Basic	529919
FLANDERS, JERRY	15186	12/1/2018	12/1/2020	EMT-Basic	546381
FLEMING, BRANDON	13477	12/1/2018	12/1/2020	EMT-Basic	547410
FLEMING, JEFFREY	92261	12/1/2018	12/1/2020	EMT-Basic	86969
FLETCHER, TRAVIS	12170	12/1/2018	12/1/2020	EMT-Basic	529210
FRAZIER, COREY	13479	12/1/2018	12/1/2020	EMT-Basic	545816
GAINES, BRANDON	13480	12/1/2018	12/1/2020	EMT-Basic	546315
GARCIA, ROBERTO	99271	12/1/2018	12/1/2020	EMT-Basic	524554
GATLIN, JOHN M	14292	12/1/2018	12/1/2020	EMT-Basic	552637
GAVIN, JAMEL	16940	10/17/2018	12/1/2020	EMT-Basic	555225
GEROLD, BRIAN	33013	12/1/2018	12/1/2020	EMT-Basic	76945
GLASSNER, KEVIN	33618	12/1/2018	12/1/2020	EMT-Basic	55866
GOHLKE, KATHY	34405	12/1/2018	12/1/2020	EMT-Basic	86014
GRATTON, JOSEPH	15330	12/1/2018	12/1/2020	EMT-Basic	551690
GRAY, JEFFREY	16074	4/11/2018	12/1/2020	EMT-Basic	560321
GREISL, JASON	35458	12/1/2018	12/1/2020	EMT-Basic	79481
GRIGG, LOGAN	13482	12/1/2018	12/1/2020	EMT-Basic	548296
GRUVER, STEVEN	12837	12/1/2018	12/1/2020	EMT-Basic	539088
GUZMAN, ANGEL	10691	11/1/2018	12/1/2020	EMT-Basic	528265
HALL, BROOKS	92343	12/1/2018	12/1/2020	EMT-Basic	70733
HANCOCK, ASHLEY	12171	12/1/2018	12/1/2020	EMT-Basic	536933
HARTSFIELD, MATTHEW	14295	12/1/2018	12/1/2020	EMT-Basic	549310
HAYES, PHILLIP	15329	12/1/2018	12/1/2020	EMT-Basic	552137
HAYNES, TREVINO	99444	12/20/2018	12/1/2020	EMT-Basic	517243
HELLMANN, TOM	36800	12/1/2018	12/1/2020	EMT-Basic	73542
HENDERSON, CLINTON	10693	12/1/2018	12/1/2020	EMT-Basic	530634
HILL, BRIAN	94012	12/1/2018	12/1/2020	EMT-Basic	303149
HINDLE, CHRISTOPHER	10214	12/1/2018	12/1/2020	EMT-Basic	530161
HINDLE, ERIN	16075	11/1/2018	12/1/2020	EMT-Basic	540795
HINDLE, KURT	95177	12/1/2018	12/1/2020	EMT-Basic	88638
HOLLAND, BRENT	10221	12/1/2018	12/1/2020	EMT-Basic	519496
HOPKINS, SHANE	39505	12/1/2018	12/1/2020	EMT-Basic	73279
HUNT, CHRISTOPHER	10695	9/18/2018	12/1/2020	EMT-Basic	526647
INGRAM, ROBERT	40839	12/1/2018	12/1/2020	EMT-Basic	76747
INSERRA, TODD	99761	12/1/2018	12/1/2020	EMT-Basic	519537
JENKINS, DICARRIO	12656	12/1/2018	12/1/2020	EMT-Basic	542904
JOHNSON, CHRISTOPHER	13568	12/1/2018	12/1/2020	EMT-Basic	544837
JOHNSON, DELANO	16076	11/1/2018	12/1/2020	EMT-Basic	559503
JOHNSON, DONALD	14296	12/1/2018	12/1/2020	EMT-Basic	552750
JOHNSON, MICHAEL	13569	12/1/2018	12/1/2020	EMT-Basic	545950
JONES, ANTHONY	44348	11/15/2018	12/1/2020	EMT-Basic	66600
JONES, RICHARD	15133	11/15/2018	12/1/2020	EMT-Basic	565617
JONES, ROMAN	11971	12/1/2018	12/1/2020	EMT-Basic	537437
KERCHER, TIM	93115	12/1/2018	12/1/2020	EMT-Basic	79496
KESSINGER, JAY	93842	11/1/2018	12/1/2020	EMT-Basic	301122
KIMBREL, JONATHAN	97803	9/18/2018	12/1/2020	EMT-Basic	511797
KOCH, VICTOR	99760	12/1/2018	12/1/2020	EMT-Basic	505772
LAMM, MATTHEW-JAY	16077	11/1/2018	12/1/2020	EMT-Basic	546778
LANDAVERDE, JONATHAN	16941	5/24/2019	12/1/2020	EMT-Basic	565356
LANDERS, AUSTIN	15327	12/1/2018	12/1/2020	EMT-Basic	550085
LAWHON, JEFF	94320	12/1/2018	12/1/2020	EMT-Basic	303376
LAYNE, BENJAMIN	99759	12/1/2018	12/1/2020	EMT-Basic	523955
LEJEUNE, ZACHARY	13570	12/1/2018	12/1/2020	EMT-Basic	539314

LHACH, MICHAEL	13481	12/1/2018	12/1/2020	EMT-Basic	530544
LOCKHART, JESSE	12173	12/1/2018	12/1/2020	EMT-Basic	536546
MAHON, MATTHEW	10697	12/1/2018	12/1/2020	EMT-Basic	526260
MARKS, TROY	96755	12/1/2018	12/1/2020	EMT-Basic	307423
MCADAMS, R. SCOTT	54785	12/1/2018	12/1/2020	EMT-Basic	76762
MCADAMS, TYLER	16942	9/21/2018	12/1/2020	EMT-Basic	552313
MCCALL, LON K.	55126	12/1/2018	12/1/2020	EMT-Basic	59394
MCCLELLAN, LUTHER	10698	3/14/2019	12/1/2020	EMT-Basic	564433
MCCLOUD, TERRELL	97807	12/1/2018	12/1/2020	EMT-Basic	515546
MCCOWN, ROBERT	98673	12/1/2018	12/1/2020	EMT-Basic	532809
MCCOY, DANIEL	11165	12/1/2018	12/1/2020	EMT-Basic	133433
MCCREA, TIEBOUT	14297	12/1/2018	12/1/2020	EMT-Basic	551311
MCKENZIE, JARED	15185	12/1/2018	12/1/2020	EMT-Basic	556575
MCLANAHAN, TODD	55710	12/1/2018	12/1/2020	EMT-Basic	69751
MCNABB, ANDREW	99448	12/1/2018	12/1/2020	EMT-Basic	505997
MCNABB, BRITTANY	98425	12/1/2018	12/1/2020	EMT-Basic	517630
MCNEES, MADISON	16078	10/2/2018	12/1/2020	EMT-Basic	559126
MCRAE, LUCAS	99767	12/1/2018	12/1/2020	EMT-Basic	546192
MEADOWS, BYRON	55848	12/1/2018	12/1/2020	EMT-Basic	63011
MEYER, ANDREW	94843	12/1/2018	12/1/2020	EMT-Basic	304637
MILLER, CALEB	16943	5/10/2019	12/1/2020	EMT-Basic	565103
MOORE, FREDDIE	15326	12/1/2018	12/1/2020	EMT-Basic	549469
MORGAN, STEVEN	12835	12/1/2018	12/1/2020	EMT-Basic	526836
MORRISON, DAVID	97804	12/1/2018	12/1/2020	EMT-Basic	307625
NOTLEY, TODD	92353	12/1/2018	12/1/2020	EMT-Basic	88838
NOTLEY, TYLER	16944	11/20/2018	12/1/2020	EMT-Basic	561346
O'BRIEN, MATTHEW	10224	8/21/2018	12/1/2020	EMT-Basic	551262
O'GRADY, MICHAEL	94014	12/1/2018	12/1/2020	EMT-Basic	301163
OAKS, SHANE	96966	12/1/2018	12/1/2020	EMT-Basic	508252
ORLANDO, DOUG	92104	11/13/2018	12/1/2020	EMT-Basic	21951
PACE, KYLE	99758	9/5/2018	12/1/2020	EMT-Basic	528127
PARKER, BRIAN	11344	12/1/2018	12/1/2020	EMT-Basic	536192
PATER, CHAD	96963	12/1/2018	12/1/2020	EMT-Basic	308234
PERDUE, JENA	12654	12/1/2018	12/1/2020	EMT-Basic	305641
PERRITT, CHUCK	65159	12/1/2018	12/1/2020	EMT-Basic	59397
PERSING, CHAD	98423	11/15/2018	12/1/2020	EMT-Basic	306135
PICKELS, BEN	12174	11/14/2018	12/1/2020	EMT-Basic	536831
PIERRE, SOCRATES	14299	12/1/2018	12/1/2020	EMT-Basic	549295
PINTO, JOSHUA	97215	8/21/2018	12/1/2020	EMT-Basic	511054
PITTINGER, JASON	95901	11/1/2018	12/1/2020	EMT-Basic	501481
PORTER, BOBBY	66068	12/1/2018	12/1/2020	EMT-Basic	81556
POWELL, STEPHANIE	66362	12/1/2018	12/1/2020	EMT-Basic	76781
PRIDDY, JOHN	10700	12/1/2018	12/1/2020	EMT-Basic	527001
PULLEN, CHRIS	15324	12/1/2018	12/1/2020	EMT-Basic	530180
RAINS, LANCE	98232	12/1/2018	12/1/2020	EMT-Basic	531228
RAYNOLDS, GABRIEL	99756	12/1/2018	12/1/2020	EMT-Basic	519903
REEVES, ERIC	93114	12/1/2018	12/1/2020	EMT-Basic	70641
REGISTER, PHILLIP	97221	12/1/2018	12/1/2020	EMT-Basic	510366
REID, GRAHAM	70276	12/1/2018	12/1/2020	EMT-Basic	78575
RICHARDS, JUSTIN	15322	12/1/2018	12/1/2020	EMT-Basic	542759
ROCHE, THOMAS	16945	6/12/2018	12/1/2020	EMT-Basic	560946
RODRIGUEZ, EMILIO	13571	12/1/2018	12/1/2020	EMT-Basic	541723
ROGERS, JEREMY	99449	12/1/2018	12/1/2020	EMT-Basic	522214
ROSS, NICHOLAS	94518	12/1/2018	12/1/2020	EMT-Basic	532492
RUTLEDGE, LEE	92260	12/1/2018	12/1/2020	EMT-Basic	81585
SANDERS, EUGENE	72069	11/14/2018	12/1/2020	EMT-Basic	74216
SANGREGORIO, GREGORI	15184	12/1/2018	12/1/2020	EMT-Basic	552933
SANTANA, ROBERT	99755	12/1/2018	12/1/2020	EMT-Basic	530574
SCHROEDER, DREW	72352	12/1/2018	12/1/2020	EMT-Basic	76361
SHEALY, RYAN	11168	12/1/2018	12/1/2020	EMT-Basic	531975
SIMPSON, JAMAL	11972	12/1/2018	12/1/2020	EMT-Basic	541083

SIMS, CHAD	98824	12/1/2018	12/1/2020	EMT-Basic	507336
SMITH, CHAD	96325	12/1/2018	12/1/2020	EMT-Basic	306283
SORRELL, MICHAEL	96962	12/1/2018	12/1/2020	EMT-Basic	308810
SPEIGHTS, ALEX	13572	12/1/2018	12/1/2020	EMT-Basic	544895
SPENCER, WILL	76304	12/1/2018	12/1/2020	EMT-Basic	66623
SPOONER, BRENT	11973	12/1/2018	12/1/2020	EMT-Basic	539901
ST CHARLES, KIRSHNER	99273	11/1/2018	12/1/2020	EMT-Basic	526769
STEELE, JESSE	11721	12/1/2018	12/1/2020	EMT-Basic	544839
STEVENS, ROBERT	14298	12/1/2018	12/1/2020	EMT-Basic	544941
STROMAN, CHRISTOPHER	14293	12/1/2018	12/1/2020	EMT-Basic	549364
SULLIVAN, JANSON	92501	12/1/2018	12/1/2020	EMT-Basic	85062
SULLIVAN, PATRICK	16079	11/1/2018	12/1/2020	EMT-Basic	553380
SULLIVAN, ROGER	79202	12/1/2018	12/1/2020	EMT-Basic	82292
TEEMS, CHAD	80811	12/1/2018	12/1/2020	EMT-Basic	72077
TENORIO, SAM	99450	12/1/2018	12/1/2020	EMT-Basic	521171
TERHUNE, MICHAEL	80828	12/1/2018	12/1/2020	EMT-Basic	72593
THOMPSON, WILLIAM	16080	11/1/2018	12/1/2020	EMT-Basic	547426
TIEFEL, STEVE	81631	8/31/2018	12/1/2020	EMT-Basic	559192
TILLOTSON, BRETT	98822	12/1/2018	12/1/2020	EMT-Basic	513399
TILLOTSON, JOHN	10702	12/1/2018	12/1/2020	EMT-Basic	531352
TIMMONS, GAGE	16089	12/1/2018	12/1/2020	EMT-Basic	558561
TRAMMELL, ROBERT	97581	12/1/2018	12/1/2020	EMT-Basic	531419
TRYON, THOMAS	98458	12/1/2018	12/1/2020	EMT-Basic	520308
VARN, RYAN	83617	11/12/2018	11/30/2020	EMT-Basic	308285
VERNON, TIMOTHY	16082	11/23/2018	12/1/2020	EMT-Basic	558121
WALKER, JASON	92916	12/1/2018	12/1/2020	EMT-Basic	534229
WALKER, RONNY	85167	12/1/2018	12/1/2020	EMT-Basic	75346
WALKER, WILLIAM	16946	10/25/2018	12/1/2020	EMT-Basic	562723
WARNER, GARRETT	95179	12/1/2018	12/1/2020	EMT-Basic	306169
WASHINGTON, KEVIN	96327	12/1/2018	12/1/2020	EMT-Basic	505347
WASHINGTON, THELSON	98432	12/1/2018	12/1/2020	EMT-Basic	307366
WATSON, STEPHEN	85865	12/1/2018	12/1/2020	EMT-Basic	70841
WEISS, MANUEL	99274	12/1/2018	12/1/2020	EMT-Basic	526562
WELLS, JOSHUA	13573	12/1/2018	12/1/2020	EMT-Basic	538298
WHITEHEAD, JACKSON	87462	12/1/2018	12/1/2020	EMT-Basic	69416
WILLIS, ALLEN	94841	12/1/2018	12/1/2020	EMT-Basic	303668
WILLIS, DANIEL	96964	12/1/2018	12/1/2020	EMT-Basic	308297
WOLFBURG, KEEGAN	13483	12/1/2018	12/1/2020	EMT-Basic	535342
WOLFBURG, ZACHARY	11974	12/1/2018	12/1/2020	EMT-Basic	534745
WOODSON, JOSEPH	16939	10/23/2018	12/1/2020	EMT-Basic	5513340
WRIGHT, KAFELE	95010	12/1/2018	12/1/2020	EMT-Basic	544152
WRIGHT, THOMAS	92235	12/1/2016	12/1/2020	EMT-Basic	511378
YANCEY, DOYLE	93794	8/27/2019	12/1/2020	EMT-Basic	566675
YATES, BRAD	11975	12/1/2018	12/1/2020	EMT-Basic	533806

Attachment 3
COPCN Application
July 2020**Tallahassee Fire Department Frontline Response Vehicles**

UNIT	UNIT #	YEAR	MODEL	TYPE	DEPT Permit #	VIN	Mileage
				STATION 1			
TR-1	15004	2007	E_One	95' Platform	n/a	4EN3ABA8271002251	59,899
E-1	15009	2014	Pierce Impel	Pumper	22725	4P1BAHFF2FA015030	55,248
E-101	15006	2014	Pierce Impel	Pumper	22726	4P1CJ01A1EA014242	63,308
TA-1	1410	1994	E-One Cyclone	Tanker	n/a	4EN3AAA83R1003702	40,621
FireMed 1	12039	2017	Chevrolet	Tahoe	19212	1GNLCDEC5HR286683	91,531
FireMed 2	12037	2018	Chevrolet	Tahoe	22181		
				STATION 2			
TR-2	15024	2018	E-One Cyclone	100' platform	n/a	4ENLABA87J1001989	6,500
E-2	15022	2017	E-OneTyphoon	Pumper	20773	4EN6AAA85H1001121	21,910
				STATION 3			
TR-3	15015	2014	Pierce Impel	75' stick	n/a	4P1CJ01A7EA014228	45,585
E-3	15019	2017	E-One Typhoon	Pumper	20774	4EN6AAA87H1000696	46,555
				STATION 4			
TR-4	15025	2018	E-One Cyclone	Aerial 100'	n/a	4ENLABA83J1001990	10,548
E-4	15007	2014	Pierce Impel	Pumper	18311	4P1CJ01A1EA014242	95,298
				STATION 5			
AP-51	15016	2016	Pierce	ARFF	n/a	1FDOX5HT9GEB56926	11,316
AP-52	12013	2010	E-1	Titan Force	n/a	4EN9AAA8091004930	6,067
AP-53	15005	2016	Pierce	ARFF	n/a	1OTADLIF5EA770673	5010
				STATION 6			
E-6	15021	2017	E-One Typhoon	Pumper	20775	4EN6AAA83H1001120	30,219
				STATION 7			
E-7	15026	2019	E-One Typhoon	Pumper	22795	4EN6AAA82K1002895	1,210

Attachment 3
COPCN Application
July 2020

				STATION 8			
E-8	15020	2005	E-One Typhoon	Pumper	22088	4EN6AAA88H1000741	36,647
				STATION 9			
E-9	15010	2014	Pierce Impel	Pumper	18850	4P1BAHFF4FA015031	58,359
				STATION 10			
E-10	15012	2014	Pierce Impel	Pumper	n/a	4P1BAHFFXFA014966	31,786
				STATION 11			
R-11	15013	2015	Pierce	Rescue	n/a	1FDOX5HT2FEA04047	39,119
TA-11	14001	2019	E-1/International	Tanker	n/a	3HAEKTAT0LL858792	609
				STATION 12			
R-12	15017	2015	Pierce	Rescue	n/a	1FDOX5HT7GEB56925	44,687
TA-12	14000	2019	E-1/International	Tanker	n/a	3HAEKTAT1LL858784	3,570
				STATION 13			
R-13	15014	2015	Pierce	Rescue	n/a	1FDOX5HT4FEA04048	33,272
TA-13	1414	1998	E-1/International	Tanker	n/a	1HTGLAHT2XH603752	57,960
				STATION 14			
R-14	15018	2015	Pierce	Rescue	n/a	1FDOX5HT5GEB56924	24,936
TA-14	15002	2006	International	Tanker	n/a	1HTWYAHT56J345814	31,398
				STATION 15			
E-15	15027	2019	E-One Typhoon	Pumper	22793	4EN6AAA84K1002896	2,189
E-16	15011	2015	Pierce Impel	Pumper	22087	4P1BAHFF6FA015037	55,785

Attachment 4
COPCN Application
August 2020

Communication System Description

The Tallahassee Fire Department communication system is an 800 MHz digital radio system with a Motorola P25 digital simulcast system.

There are eight (8) transmit/receive sites providing coverage in Leon County:

- TPD (prime)
- Hopkins
- Crooked Road
- Panther Creek
- Blocker
- Spray field
- Myers Park
- Easterwood

The radio system provides coverage to 99.97% of our Leon County response area plus 3 miles outside the county boundary.

Frequencies: See Attachment 5 "Radio Station License"

Primary communications will occur on 800 MHz band for all communications. As a measure to further improve communications in Leon County, the City of Tallahassee has installed 800 MHz radios in Capital Regional Medical, Tallahassee Memorial Healthcare emergency room and Tallahassee Memorial Healthcare Northeast. This improvement was at a 50/50 cost to the City and County and benefits both TFD and ambulance communications.

We currently operate with 180 portables (XTS2500 or XTS5000), 140 mobile radios (XTL 5000 or XTL 2500) and 16 base radios. The Tallahassee Fire Department included AES encryption on all TFD talk groups for increased security, and for federal HIPAA confidentiality requirements.

TFD apparatus each have a mounted mobile 800 MHz radio. As well, each position on every apparatus is issued a portable radio for on-scene communications.

TFD currently utilize Mobile Data Computers (MDC) in every TFD apparatus to streamline and create an even higher level of communication. These systems are protected by a two-step user authentication, meeting Criminal Justice Information Services (CJIS) requirements.

Supervisory personnel carry 800 MHz portable radios and cell phones for communication access.

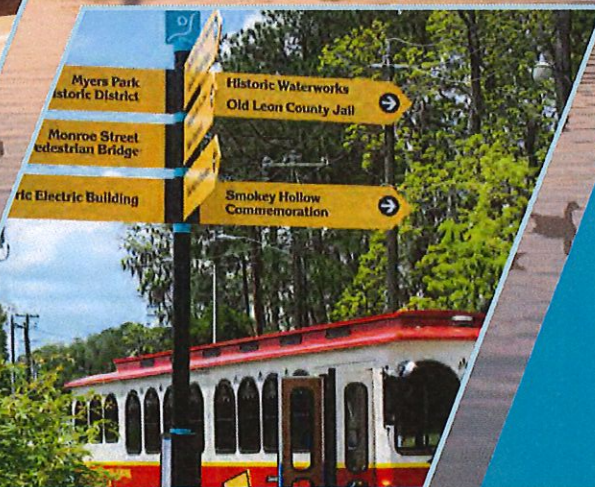
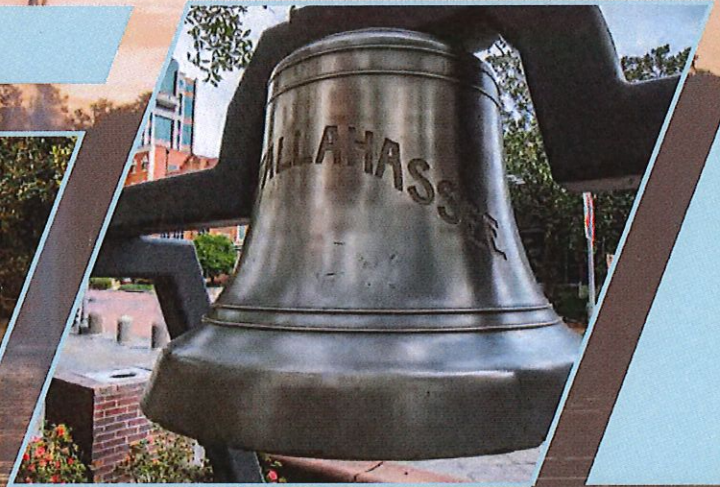
TFD utilizes an automated TeleStaff program that assists in normal staffing. In addition, TFD utilizes Everbridge to simultaneously mass dial personnel for recall in the event of a disaster or large-scale incident.

Attachment 5
COPCN Application
July 2020

CHANNEL	FREQUENCY TX	FREQUENCY RX	License			
			WPBH782	WPMP726	WQJQ232	WQMF293
1	857.4625	812.4625				
2	857.3375	812.3375				
3	857.2125	812.2125				
4	856.9125	811.9125				
5	856.8125	811.8125				
6	856.4625	811.4625				
7	855.5125	810.5125				
8	856.2875	811.2875				
9	855.9625	810.9625				
10	855.9125	810.9125				
11	855.8125	810.8125				
12	855.6375	810.6375				
13	855.4125	810.4125				
14	855.3375	810.3375				
15	855.8875	810.8875				
16	855.1625	810.1625				
17	855.0875	810.0875				
18	855.0375	810.0375				
19	854.8625	809.8625				
20	855.7625	810.7625				
21	857.3125	812.3125				
22	854.4375	809.4375				
Lic Type			Regular	Regular	Regular	Regular

FLORIDA'S CAPITAL CITY

COMPREHENSIVE ANNUAL FINANCIAL REPORT



CITY OF
TALLAHASSEE

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

LEON COUNTY

Certificate of Public Convenience and Necessity

Emergency Medical Services

Whereas, the City of Tallahassee has made application for the grant of authority to provide advanced life support, first responder, non-transport services, twenty-four hours per day / seven days per week, from City of Tallahassee Fire apparatus located at identified fire stations,

Whereas, the above named service provider affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 64J-1, F.A.C.); and

Whereas, the above named service provider affirms that it will comply with Article III of the Code of Laws of Leon County, Florida; and

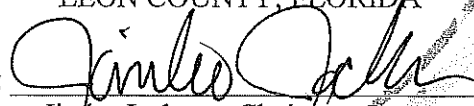
Whereas, the governing body of Leon County has considered recommendations of the Emergency Medical Services Advisory Council

Now therefore, The Board of County Commissioners of Leon County hereby issues a Certificate of Public Convenience and Necessity to the City of Tallahassee to provide the following services only: Advanced Life Support, first responder, non-transport services, twenty-four hours per day / seven days per week from City of Tallahassee fire apparatus located at identified fire stations with limitations as prescribed on the Certificate. Advanced Life Support, first responder, non-transport services may be expanded to additional fire apparatus and stations upon the coordination of such expansion with the County. The service shall be provided within the territorial limits of Leon County, Florida. The Certificate holder shall maintain the level of service as outlined in their application throughout the term of this Certificate, and shall conform and comply with all rights and duties granted by the Certificate.

Date Issued: March 12, 2019
Date of Expiration: November 8, 2020
(Unless Certificate is sooner revoked or suspended)

LEON COUNTY, FLORIDA

BY:


Jimbo Jackson, Chairman
(Board of County Commissioners

ATTESTED BY:

Gwendolyn Marshall,
& Comptroller, Leon County, Florida

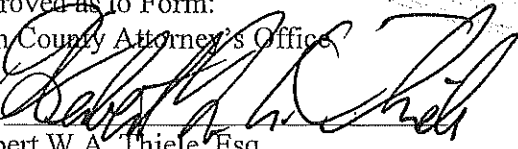
BY:



Approved as to Form:

Leon County Attorney's Office

BY:


Herbert W.A. Thiele, Esq.
County Attorney

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BL8698524	03-31-2022	FEE EXEMPT

LIMITED TO OFFICIAL GOVERNMENT
DUTIES ONLY.

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	03-12-2019

LANDRY, KIM M LIMITED TO OFFICIAL GOVERNMENT DUTIES ONLY LEON COUNTY EMS OPERATIONS CENTER 911 EASTERWOOD DR BLDG 2 TALLAHASSEE, FL 32311-3518

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BL8698524	03-31-2022	FEE EXEMPT

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	03-12-2019

LANDRY, KIM M LIMITED TO OFFICIAL GOVERNMENT DUTIES ONLY LEON COUNTY EMS OPERATIONS CENTER 911 EASTERWOOD DR BLDG 2 TALLAHASSEE, FL 32311-3518



STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: TALLAHASSEE FIRE DEPARTMENT Provider Number # 3704
Name of Provider

911 EASTERWOOD DRIVE TALLAHASSEE, FLORIDA 32311
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

LEON
County (s)

Steve A. McCoy
Emergency Medical Services Administrator
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 03/31/2022

Posted September 21, 2020

This certificate shall be posted in the above mentioned establishment

Emergency Medical Services
License Application Profile Report

Attachment #2
Page 23 of 52

PROVIDER DATA

<u>Name:</u>	TALLAHASSEE FIRE DEPARTMENT	<u>ID NUMBER:</u>	3704	<u>Phone:</u>	850-891-6600
<u>Manager Name:</u>	Michael Hadden, Division Chief	<u>COUNTY:</u>	LEON	<u>Fax:</u>	850-891-0841
<u>Mailing Address:</u>	911 Easterwood Drive	<u>Service Type</u>		<u>Email:</u>	mike.hadden@talgov.com
	TALLAHASSEE, FL 32311	Fire Department			
<u>Physical Address:</u>	911 Easterwood Drive	City			
	TALLAHASSEE, FL 32311	Non-Profit			

LICENSE DATA

<u>Certification Number:</u>	4548	<u>Date Issued:</u>	03/06/2020	<u>Expires:</u>	03/31/2022
<u>Status:</u>	Clear				
<u>Service Type:</u>	ALS	<u>Amount Required:</u>	\$1,700.00	<u>Amount paid:</u>	\$1,700.00

PRIMARY MEDICAL DIRECTOR DATA

<u>Name:</u>	LANDRY, KIM MICHAEL	<u>License Number:</u>	ME 63901	<u>License Expires:</u>	01/31/2021
<u>Phone:</u>	850-606-2113	<u>DEA Reg. #:</u>	BL 8698524	<u>DEA Reg. Expires:</u>	03/31/2022
<u>Address:</u>	911 Easterwood Dr TALLAHASSEE FL 32311	<u>Contract End Date:</u>	01/01/1901		

CONDARY MEDICAL DRIECTOR DATA

<u>Name:</u>	<u>License Number:</u>	<u>License Expires:</u>
<u>Phone:</u>	<u>DEA Reg. #:</u>	<u>DEA Reg. Expires:</u>
<u>Address:</u>	<u>Contract End Date:</u>	

INSURANCE DATA

Attachment #2

Page 24 of 52

Insurance Company

Type of Insurance

Insurance Expiration Date

Self-Insured

Vehicle Liability

10/01/2020

SERVICE AREA DATA

County of Service

Date Certificate of Public Convenience and
Necessity Expires

Leon

11/08/2020

VEHICLE DATA

Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
18311	ALS	N	PIERCE	IMPEL	2014	Clear	04/11/2014	4P1CJ01AXEA014241	25.00
18850	ALS	N	PIERCE	IMPEL	2014	Clear	02/16/2015	4P1BAHFF4FA015031	25.00
20773	ALS	N	E-ONE	TYPHOON	2017	Clear	07/14/2017	4EN6AAA85H1001121	25.00
20774	ALS	N	E-ONE	TYPHOON	2017	Clear	07/14/2017	4EN6AAA87H1000696	25.00
20775	ALS	N	E-ONE	TYPHOON	2017	Clear	07/14/2017	4EN6AAA83H1001120	25.00
22087	ALS	N	PIERCE	PUMPER	2015	Clear	03/08/2019	4P1BAHFF6FA015032	25.00
22088	ALS	N	EONE	PUMPER	2017	Clear	03/08/2019	4EN6AAA88H1000741	25.00
22181	ALS	N	CHEVROLET	TAHOE	2018	Clear	04/30/2019	1GNLCDEC1JR310287	6.00
22599	ALS	N	CHEVROLET	TAHOE	2017	Clear	10/29/2019	1GNLCDEC5HHR286683	25.00
22725	ALS	N	PIERCE	PUMPER	2014	Clear	01/23/2020	4P1BAHFF2FA015030	25.00
22726	ALS	N	PIERCE	PUMPER	2014	Clear	01/23/2020	4P1CJ01A1EA014242	25.00
22793	ALS	N	EONE	PUMPER	2019	Clear	02/14/2020	4EN6AAA84K1002896	25.00
22795	ALS	N	EONE	PUMPER	2019	Clear	02/14/2020	4EN6AAA82K1002895	25.00

Count of vehicles with status of "Issued"

Total	BLS	ALS (Transport)	ALS (Non-Transport)	AIR
13	0	0	13	0



Attachment 11

COPCN Application

July 2020

Advanced Life Support Certificate of Public Convenience and Necessity

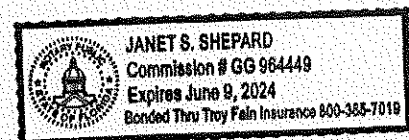
To the best of my knowledge, all information presented in this Advanced Life Support Certificate of Public Convenience and Necessity application made to Leon County on behalf of the City of Tallahassee Fire Department is true.

Jerome Gaines, Fire Chief
Tallahassee Fire Department
911 Easterwood Drive
Tallahassee, FL 32311
(850) 891-6600

7/30/2020

Date

Notary



CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • Talgov.com

JOHN E. DAILEY
Mayor

REESE GOAD
City Manager

DIANNE WILLIAMS-COX
Mayor Pro Tem

CASSANDRA K. JACKSON
City Attorney

ELAINE W. BRYANT
Commissioner

JAMES O. COOKE, IV
City Treasurer-Clerk

CURTIS RICHARDSON
Commissioner

DENNIS R. SUTTON
City Auditor

JEREMY MATLOW
Commissioner

		EXP Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	25	17	18	25	20	21	25	23	24	25	26	27	28	29	
MAIN RED STAT PACK																																
1	Regular Adult BP Cuff																															
1	Stethoscope																															
1	Glucometer																															
6	Lancets																															
6	Band-aids																															
6	Alcohol Swabs																															
2	2x2 Gauze Pads																															
10	Test Strips																															
2	Oral Glucose Tubes																															
1	Rolls Transpore Tape																															
1	Pen Light																															
Right Pocket																																
1	Sterile Water																															
1	C-A-T Tourniquet																															
1	Trauma Shears																															
2	Roll Tape																															
2	Asherman Seals																															
2	Large Trauma Dressing																															
2	Vaseline Gauze																															
2	Abdominal Pads																															
10	4 x 4's																															
4	Rolls of Kling																															
3	Rolls of Kerlex																															
Left Pocket																																
1	Size 3 King Airway																															
1	Size 4 King Airway																															
1 ea	NPA, 14,16,18,20,22,24,26,28,30,32,34																															
1 ea	OPA, 110 mm, 100,90,80,70,60,50, 40																															
2	Clean Bio bags																															
1	CRIC Kit																															
1	LP 15, ETCO2 filter line																															
1	2.5 mg Albuterol																															
1	.5 mg Atrovent																															
1	Solu Medrol																															
1	Mag Sulfate																															
2	Emesis Bags																															
Back Rest Pocket																																
1	Venoscope																															
1	Adult C-Collar																															
1	Pediatric C-Collar																															
1 ea	Soft Suction 6,8,10,12,14,16,18																															

2	1 cc syringe
2	3 cc syringe
2	10 cc syringe
1	20 cc syringe
2	18 ga needle
2	20 ga needle
2	25 ga needle
2	filter straws
1	50cc D5W
1	100cc D5W
1	25g AMP D5O
1	50mEq AMP adult Sodium Bicarb
1	5mEq prefill Ped BiCarb
3	1mg 1/10,000 Epi
2	1mg 1/1000 Epi
1	1mg Atropine prefill
1	100mg Lidocaine prefill
1	6mg Adenosene
1	12 mg Adenosene
1	2mg Narcan
1	Bottle ASA
1	Bottle .4mg NTG Tabs
1	150mg Zantac
4	150mg Amiodarone vials
1	2 Vials (1mg Glucagon Kit)
1	50mg Benedryl
1	4mg Zofran
1	Green Airway CelI
1	Small McGill forceps
1	Large McGill forceps
1	Boogie Stick
1	10cc Syringe (open)
1	Laryngoscope handle with batteries
3	Packs Sterile Lube
1	Pediatric ET Tube Holder
1	Adult ET Tube Holder
1	Bulb style tube check device
1 ea	ETT 2.5,3,3.5,4,4.5,5,6,7,8,9
1 ea	Mac Laryngoscope Blade 4,3,2
1 ea	Miller Laryngoscope blade 3,2,1,0
1	Meconium Asperator
1	LP15 ETCO2 filter line
1	Bone drill with Case
1	Three way stop-cock
1	Pressure infuser

[illegible]

[illegible]

2	Benzoin Swabs
Red Trauma Bag	
1	Stethoscope
1	Large Adult BP Cuff
1	Adult BP Cuff
1	Pediatric BP Cuff
1	Trauma shears
1	Ring cutter
5	Abdominal Pads
20	4 x 4's
2	Triangle bandages
1	Start Triage
2	Asherman Seals
2	Ace Bandages
3	Kerlex
3	Kling
2	LRG Trauma Dressing
Reg IV Bag	
1	1000 cc LR
1	Start Pak
1	Extension Sets
1	Drip Sets
1	NS Flush
2 ea	IV Cath 14,16,18,20,22,24
1	Green Blood Tube
1	Blue Blood Tube
1	Purple Blood Tube
1	Vacutainer with Adaptor
Blue splint bag	
2	Adult C collars
2	Pediatric C collars
2	Head-bed devices
1	Ladder splint
2	Sam splints
1	Kerlex
1	kling
1	Ace Bandage
6	Back-board straps
Suction Unit	
1	Yanker
1	Tubing
1	Lid and Canister
1	Green CPAP/O2 sleeve
1	O2 Bottle with wrench
1	O2 regulator with seal

1	CPAP mask

1	Blue Blood	30-Aug-16	x	x	x	x	x
1	Purple Blood	31-Jan-16	x	x	x	x	x
1	Vacutainer with Adaptor		x	x	x	x	x
1	Blue splint bag		x	x	x	x	x
2	Adult C collars		x	x	x	x	x
2	Pediatric C collars		x	x	x	x	x
2	Head-bed devices		x	x	x	x	x
1	Ladder splint		x	x	x	x	x
2	Sam splints		x	x	x	x	x
1	Kerlex		x	x	x	x	x
1	kling		x	x	x	x	x
1	Ace Bandage		x	x	x	x	x
6	Back-board straps		x	x	x	x	x
1	Suction Unit		x	x	x	x	x
1	Yanker		x	x	x	x	x
1	Tubing		x	x	x	x	x
1	Lid and Canister		x	x	x	x	x
1	Green CPAP/O2 sleeve						
1	O2 Bottle with wrench		x	x	x	x	x
1	O2 regulator with seal		x	x	x	x	x
1	CPAP mask		x	x	x	x	x
	Hazmat Toxbox	Exp Date: (Status)					
2	Solumedrol 125mg 2ml vial	2-6-15 EXP					
2	Tetracaine Hydrochloride 0.5% 2ml	7/31/15					
2	Narcan 2mg (1mg/ml) 2ml	7/31/16					
2	Sodium Bicarbonate 8.4% 50ml	10/31/14 12/31/14 EXP					
6	Albuterol Sulfate (2.5mg/3ml)	3/31/2016					
2	Atrovent (0.5mg/2.5ml)	12/31/2015					
10	Sterile water 20ml vial	7/1/2016					
2	Dopamine 800mg (1600mcg/ml)	11/30/2015					

1	Amyl Nitrite inhalants 12/box	10/31/13 EXP
2	Sodium Nitrite 300mg 10ml ampule	9/30/2016
2	Sodium Thiosulfate 25% 50ml	4/31/17
4	Atropine 2mg autoinjector (s)	9/30/2015
4	Atropine 1mg autoinjector (s)	3/30/2015
6	DuoDote 2.1mg/600mg autoinjector (s)	10/31/2016
10	Calcium Gluconate 10% 10ml vial	9/30/2015
2	Surgical lubricant 4.25oz tube	6/30/14 6/30/14 EXP
4	10cc syringe	
4	20cc syringe	
4ea	18ga, 25ga needles	10/31/15 3/30/15
4ea	Filter straws	2/28/14 EXP
4ea	Normal Saline IV bag 500ml	2 short 10/31/16 (2)
4ea	16g, 18g, 20g, 22g IV Angiocaths	multiple OOD
4	IV Start packs	
4	IV Extension sets	
4	IV Drip sets	3 short
4	Saline flush	5/1/2016
2ea	Blood tubes purple/blue/green top	multiple OOD
2	Vacutainers	multiple OOD
1	Isopropyl Alcohol 16oz bottle	
4	Morgan® Lens	
2	Nebulizer	
1	Thermometer digital (probe covers)	
4	Biohazard bags red	
2	Activated Charcoal (100mg total)	9/30/2015

[illegible]

2	Sterile Burn Sheet																		
1	Obstetrical Kit																		
2	PPE Kits																		
1	500ml Sterile Water																		
1	Pocket Mask																		
1	2" Cloth Tape																		
1	Sharps Tube																		
	Inside Front Pocket																		
6	5" x 9" Sterile ABD Pads																		
4	Kling																		
4	Kerlix																		
	Outside Front Pocket																		
2	Cold Packs																		
2	Bio-Hazard Bags																		
4	N95 masks																		
	Outside Left Pocket																		
1	Glucometer																		
6	Blood Glucose Test Strips																		
6	Lancets																		
6	Alcohol Pads																		
6	Band-aids																		
1	Control Solution(Glucometer)																		
	Outside Right Pocket																		
20	Sterile 4x4's																		
2	Triangular Bandages																		
4	Vaseline Gauze																		
	Outside Back Pocket																		
1	Tourniquet																		
2	ACE Bandages																		
	Outside Bottom Pocket																		
1	START Triage Kit																		
	AED LP - 1000																		
*	Battery OK																		
2	Adult Combo Pads																		
1	Pediatric Combo Pads																		
1	Razor																		
	Splint Bag (BLS)																		
2	Sam Splint																		
3	C-Collar, Adult																		
2	C-Collar, Pediatric																		
3	Head Immobilization Device																		
6	Quick Straps																		
1	Ladder Splint																		
3	Kerlix / Kling																		
	Portable Suction																		
*	Unit In Working Order																		
1	Suction Tubing																		

2	Yankeur Tip Suction																		
1	Bio-Hazard Bags																		
	Misc. Supplies																		
2	Backboards																		
1	KED w/pillow or towel																		
1	Sager splint																		
*	Gloves- various sizes *																		
1	Teddy bear																		
1	Clipboard																		
1	patient information pad																		
5	patient refusal forms																		
1	black Ink pen																		



January 17, 2020

Reference: EVIDENCE OF INSURANCE
FL Self-Insurance Certificate #: 009449

To Whom It May Concern:

This letter is provided to you by the City of Tallahassee, Florida, as evidence of its self-insurance fund. The City is authorized and qualified as a SELF-INSURER by the State of Florida and is in full compliance with all provisions of Florida Statute 768.28, which governs tort liability for all public entities within the State. The City is also self-insured for Worker's Compensation pursuant to the provisions of Florida Statute 440.

The City maintains a fully funded reserve account. The fund, as authorized by the City Commission, is solely for the purpose of providing relief from any third-party legal liability claim for which the City may become liable.

This self-insurance applies to physical damage or loss of the equipment rented by the City of Tallahassee in the same manner as property owned by the City.

We trust this letter is sufficient evidence of the City's liability protection and submit it to meet the terms/conditions required to execute this contract/agreement. Any questions regarding this matter can be addressed to the Risk Management Office at (850) 891-8246.

Sincerely,

Gail Shuffler
Risk Manager

GS/ap

GeneralStar™

A Stock Company

GENERAL STAR INDEMNITY COMPANY

120 Long Ridge Road
Stamford, Connecticut 06902-1843

**MISCELLANEOUS HEALTH CARE FACILITIES
COMMON POLICY DECLARATIONS**

POLICY NUMBER: IJG927317C

RENEWAL OF POLICY NUMBER: IJG927317B

1. NAMED INSURED: City of Tallahassee

PRODUCER CODE: 00062820

PRODUCER NAME: R-T Specialty, LLC

MAILING ADDRESS: 300 S Adams Street
Box A34
Tallahassee, FL 32301

1100 Walnut Street
Kansas City MO 64106

Named Insured is: Corporation

Business Description: Emergency First Responders

2. POLICY PERIOD: Effective Date: October 1, 2019 Expiration Date: October 1, 2020

12:01 a.m. Standard Time at the mailing address shown above.

3. LIMITS OF INSURANCE:

In return for your payment of the premium, and in reliance upon the statements and representations in the Insured(s) application(s) for this insurance, we agree with you to provide insurance subject to the terms of the policy.

LIMITS OF INSURANCE APPLY ☒ **On a Shared Basis, One Time
Regardless of the Number of
Locations or Insureds**

☐ **Separately to Each Named
Insured Scheduled on Policy**

COVERAGE		LIMITS OF INSURANCE
<u>Professional Liability:</u> Claims Made:		
• Each Claim Limit		\$6,000,000
• Aggregate Limit		\$8,000,000
<u>Sublimit - Abuse or Molestation</u>		
• Each Claim Limit		\$1,000,000
• Aggregate Limit		\$1,000,000
<u>General Liability:</u> N/A		
• Each Occurrence Limit		\$N/A
• Damage To Premises Rented To You Limit any one premises		\$N/A

- Medical Expense Limit any one person \$N/A
- Personal and Advertising Injury Limit any one person or organization \$N/A
- General Aggregate Limit \$N/A
- Products/Completed Operations Aggregate Limit \$N/A

Policy Aggregate Limit of Insurance for All Coverages, All Insureds and All Locations: \$8,000,000

4. CLAIM EXPENSES:

☐ Are included within the Limits of Insurance ☒ Have a separate Limit of Insurance

5. DEDUCTIBLE: \$ 0 Each Occurrence or Each Claim

Applies to: ☐ Damages Only ☐ Damages and Claim Expenses

6. RETROACTIVE DATE: The Retroactive Date(s) for the claims made insurance provided by endorsements attached to and forming a part of the Coverage Part(s) may be different than the Retroactive Date(s) shown below. In that case, the Retroactive Date(s) applicable to the claims made insurance provided by those endorsements will be shown within each respective endorsement.

Retroactive Date – Professional Liability: March 1, 2004

Retroactive Date – General Liability: N/A

Retroactive Date – Abuse or Molestation: March 1, 2004

7. PREMIUM: \$ 62,782 25% Minimum Earned Premium applies, No Flat Cancellation

Premium Basis: Per Run How rates apply: Per Run

8. FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY ON ITS EFFECTIVE DATE:

02 FL 500 (01 11) - Important Notice – Florida
MHF 00 0001 04 19 – Claims Made Professional Liability Coverage Part
MHF 00 0003 01 17 – Common Policy Provisions
IL 05 0001 02/2011 – Service of Suit Clause
GSM 06 MHCF 801 1 (03/2012) - Amendatory Endorsement Premium
GS 06 MHCF 462 04 2012 - Designated Professional Services Limitation
MHF 04 0008 07 15 – HIPAA Proceeding Expense Sublimit
MHF 24 0010 07 16 - Application Attachment Endorsement

The mission of the Tallahassee Fire Department is to provide for the safety and welfare of its community and its members through prevention, preparation, and protection.

The Tallahassee Fire Department (TFD) hired the first Fire Chief in 1867 and has been providing services to Tallahassee and Leon County since that date. TFD continuously strives to increase our role in the community by providing other services while utilizing existing resources in a cost effective manner. TFD is the only career, paid fire department in Leon County.

The City and County signed the Fire Services Agreement in 1988. This agreement required the staffing of the City-owned five unincorporated fire stations to be staffed with two Emergency Medical Technicians and to respond to medical emergencies when requested by the ambulance service. As well, this agreement required TFD to maintain the already established Hazardous Materials team. In 1998, TFD expanded its role in the pre-hospital arena by increasing Basic Life Support's emergency response to areas inside the city limits

The City and County has since signed the Interlocal Agreement regarding the provision of fire and emergency medical services in April of 2009. This agreement allows for the continuation of emergency services as before with the addition of one Firefighter/EMT at each of the five city fire stations in the unincorporated area of Leon County. This ensures minimum staffing of three personnel at all times within these stations.

To date, TFD has improved the level of service provided to include a secondary Hazardous Materials team, Urban Search and Rescue (USAR) team, and a Technical Rescue Team.

TFD began providing Advanced Life Support (ALS) fire response from five of the stations located within the City boundaries, April 1, 2004. The department has since increased its ALS response to 10 stations and 13 ALS apparatus within the City.

At this time, TFD's personnel roster is comprised of 201 EMT's, 72 Paramedics, and 3 First Responders. All of these personnel are available and ready to respond to medical emergencies when needed. Each apparatus, at any given time, will be staffed with two (2) or more EMTs or Paramedics.

TFD has fifteen (16) fire stations located in incorporated and unincorporated Leon County. Five (5) stations are located in unincorporated Leon County and ten (11) are located within the boundaries of Tallahassee. TFD also has a multi-million dollar operational facility at Appleyard and Pensacola.

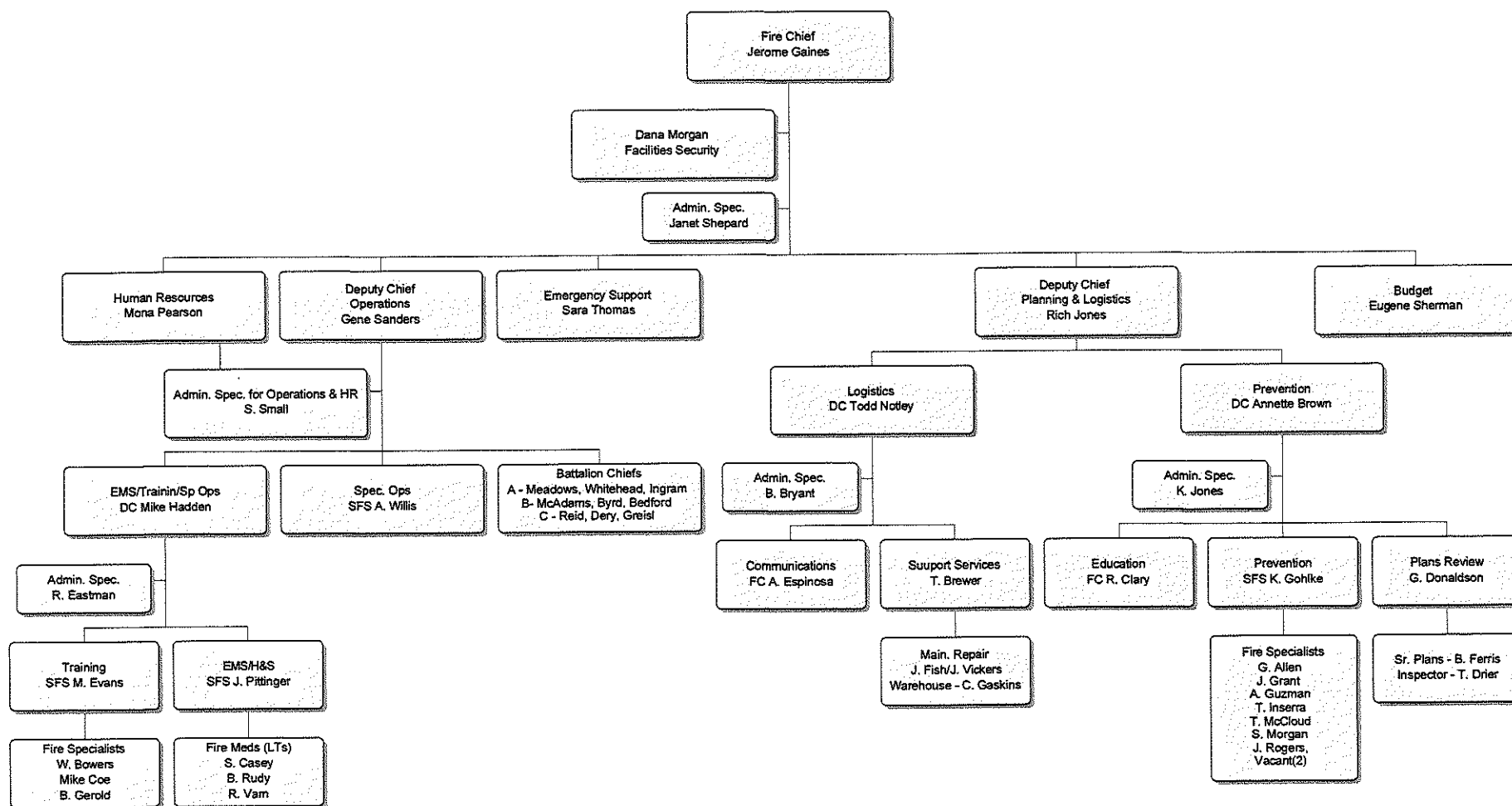
TFD operates thirty (30) frontline, fully staffed apparatus on a 24 hour per day/7 days per week basis. Additionally, brush trucks and supervisory personnel and vehicles are on duty 24/7. All vehicles are maintained within or exceeding manufacturing requirements. TFD's vehicle fleet is valued in excess of \$15 million.

Communications ability within the TFD is comprised of a state of the art Computer Aided Dispatch system with Mobile Data Terminal and Automatic Vehicle Locators. TFD is part of the Leon County Joint dispatch center. All apparatus have mobile 800 MHz radios and each apparatus personnel have an individual portable radio when on duty.

TFD utilizes "*Telestaff*", a computer software program that automatically dials personnel for re-call in the event of a disaster.

The Tallahassee Fire Department's approach to management of the ALS First Response addition is to utilize the existing chain-of-command infrastructure. Attached is the applicable organizational chart for the Tallahassee Fire Department.

Tallahassee Fire Department



Battalion 1 - Stations 1*, 4*, 5, 8, 14
Battalion 2 - Stations 2*, 7, 9, 10, 11, 15
Battalion 3 - Stations 3*, 6, 12, 13, 16*
*Captains

06/01/20

**INTERLOCAL AGREEMENT REGARDING THE PROVISION OF
FIRE AND EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into as of this 16th
day of April, 2009, by and between Leon County, Florida, a charter county and
political subdivision of the State of Florida (the "County"), and the City of Tallahassee, Florida,
a Florida municipal corporation (the "City"), collectively the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter
set forth, the Parties do hereby agree as follows:

Section 1. Administrative Management Committee.

An Administrative Management Committee (AMC), which shall consist only of
the County Administrator and City Manager, shall make recommendations on policy to
the Parties and execute the terms and conditions of this Agreement. The AMC shall
appoint a Fire Chief and an EMS Chief who shall serve until said appointee shall resign
or shall be terminated either by the County Administrator or the City Manager. The
current Fire Chief and EMS Chief are hereby deemed appointed to their respective
positions.

Section 2. Provision of Services.

A. Emergency Medical Services. The City shall provide Advanced Life Support
(ALS) services continuously within the Primary Response Area (PRA) of those fire
stations as designated by the AMC in Exhibit A. The County shall provide a Medical
Director for ALS and Basic Life Support (BLS) services provided by the City to the
County, who shall meet all requirements of, and perform the duties and obligations
required of a medical director under, Chapter 401, Florida Statutes.

B. Fire Services. The City shall provide Fire Services continuously within the PRA of all fifteen (15) fire stations as designated in Exhibit B, and shall provide a level of services and maintain both minimum staffing and apparatus in accordance with a fire services five-year rate study (Rate Study), which upon adoption by the Parties will be made a part of this Agreement as Exhibit C. Fire stations may change from time to time to meet changing needs, but in no event shall the location change nor the number of fire stations decrease without the prior approval of the County.

Section 3. Funding of and Payment for Services.

The Rate Study, Exhibit C, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the study. The AMC shall authorize development of a new Rate Study, including both Fire and Emergency Medical Services, not less than 18 months prior to expiration of the then Current Term, subject to the provisions of Section 4. Each such Rate Study, the cost of which shall be paid equally from Fire Services funds and Emergency Medical Services funds, shall be made a part of this Agreement upon adoption by the Parties.

The Parties may levy an annual fire services special assessment on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, and the City shall collect the same, including in the unincorporated area unless otherwise collected utilizing the provisions of §197.3632, Florida Statutes. The Parties shall levy and the City shall collect an annual fire services fee on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, which are not otherwise assessed.

Exhibit D

Payment for Services

1. The City shall collect all fire services fees and assessments imposed by the Parties, in both the incorporated and unincorporated areas of Leon County. The City hereby acknowledges that its collection of any fire services fees and assessments imposed by the County shall constitute full payment by the County to the City for all Fire Services provided under the Agreement, subject to the provisions of paragraph 7. Revenues from the unincorporated area will be accounted for in a separate revenue line within the Fire Services Fund.

2. On a quarterly basis and at the end of each fiscal year, the City will provide the County reports identifying total fire services fee revenue collections in the unincorporated area.

3. On or before the 10th day of October of each fiscal year, the City will remit to the County the amount included in the Rate Study for that fiscal year for the support of Volunteer Fire Departments.

4. The County agrees to pay the City the following amounts for all ALS services, as follows:

On or before the 10th day of each quarter (October, January, April and July), the County shall pay the City the amount of \$675,503 for FY2010, \$690,364 for FY2011, \$705,552 for FY2012, \$721,074 for FY2013 and \$736,938 for FY2014.

5. Both the City and County recognize that fire services fee rates are based on an average assessable five-year budget. Possible surplus revenues collected in the early years are intended to offset probable increased costs in the latter years of the five-year rate study period. Any excess funds at the end of each fiscal year will be transferred into a Fire Services Reserve fund for future appropriation.

6. Increases in annual appropriations to the Fire Services Fund shall be restricted to the growth rates in expenditures as identified in the Rate Study. Deviation from these growth rates will need to be approved by the AMC and ratified by the City Commission.

7. Within six months of the end of each fiscal year, both Parties shall make a financial determination as to the percentage of fire services fees and assessments collected in proportion to the amounts billed for Fire Services for that fiscal year. In the event the amount collected is less than 95% of the amount billed by or on behalf of that Party for such fiscal year, that Party shall be responsible for remitting funds necessary to equal 95% of the amount billed, to the Fire Fund. If an annual shortfall occurs in the Fire Services Fund the AMC shall determine whether Fire Services Reserve funds should be released to address the deficiency. If Fire Services Reserve funds are not adequate, the AMC may make a recommendation on how to address the shortfall to the Parties and may authorize a new rate study be undertaken.

Exhibit E

1. Effective Date; Term; Termination; Default.

- A. This Agreement shall be effective on the Effective Date. The initial Current term shall commence on October 1, 2009 ("Commencement Date") and continue for a term of five years or until terminated in accordance with this Exhibit. This Agreement shall be extended automatically for an unlimited number of additional five (5) year terms, subject to the provisions of this Exhibit.
- B. 1. Should either Party desire to terminate this Agreement, it may do so by adopting the appropriate resolution so declaring its intent to terminate and notify the other Party not later than eighteen (18) months before expiration of the then Current Term. In such event, this Agreement shall terminate at the end of the then Current Term.
2. Should both Parties desire to terminate the Agreement before expiration of the then Current Term, the Agreement shall be deemed terminated upon the effective date of such termination.
- C. 1. Should the City repeal or in any manner amend the EMS MSTU Ordinance without the prior written consent of the County except as otherwise provided herein, the City shall be deemed in default and the County may at its option forthwith terminate this Agreement.
2. If either Party fails to comply with any of the material terms or conditions of this Agreement or defaults in any of its material obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement.
- D. 1. If this Agreement is terminated, the ownership of all equipment, all vehicles, and all medical supplies provided by the County or purchased by the City solely with funding provided by the County under this Agreement, shall revert to the County. The City shall convey such property to the County, "AS IS" AND WITHOUT WARRANTY OF ANY KIND and without further liability therefore, no later than thirty (30) days after the effective date of such termination.
2. (a) Upon termination of this Agreement, the City agrees to sell, at the sole option of the County: (1) fire stations 10 through 14, inclusive of land, or any interest therein, and the structures attached thereto, to the County at a price equal to the City's investment in same, but in no event to exceed \$525,000; and/or (2) fire station 15, inclusive of land, or any interest therein, and the structure attached thereto, to the County at a price equal to the City's investment in same; and

(b) Upon termination of this Agreement, the City agrees to sell to the County, at the sole option of the County, all firefighting apparatus and vehicles located in stations 10-14 for a price equal to the unamortized portion of the equipment cost using a 15 year depreciation schedule for each tanker/pumper and engine and a 10 year depreciation schedule for each quick response vehicles and brush truck. In the event that the County does not elect to purchase any station which is constructed on land provided by the County, the City shall have the option to purchase the land from the County at its Fair Market Value.

- E. The grounds for termination and the remedies set forth in this Exhibit are intended to be cumulative with those set forth in other paragraphs of the Agreement, as well as those otherwise available to the parties at law or in equity.

2. ALS Equipment and Supplies.

The County shall provide to the City all non-capital equipment, all repair services and replacements for such equipment, and all medical supplies and medications, as specified by the Medical Director or otherwise provided for in the Medical Protocols for use by the City in providing ALS Services; provided, however, that such obligation shall not include providing any of the following items: long spine boards, Kendrick Extrication Device, Sager Traction Splint, portable suction device, or Basic Life Support bandaging supplies not being routinely purchased by the City on the date first written above. All equipment, medical supplies, and medications furnished by the County to the City shall be of the same type, brand, and kind as used by the County in relation to its provision of Emergency Medical Services. Upon termination of this Agreement, the City shall return to the County all such equipment, supplies and medications, which was provided by the County and is then in possession of the City.

3. Definitions.

Unless otherwise defined in this Agreement, the following words and phrases shall have the following meanings:

- A. "Advanced Life Support" or "ALS" shall mean treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring; and cardiac defibrillation by a qualified person, pursuant to rules of the FDOH.
- B. "Agreement" shall mean this Agreement and all exhibits and documents that are expressly incorporated therein by reference.
- C. "Basic Life Support" or "BLS" shall mean treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, CPR, splinting, obstetrical assistance, bandaging, administrative oxygen, administration of a subcutaneous injection using a pre-measured auto-injector of epinephrine to a person suffering an anaphylactic reaction, and other techniques

No. 998843

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
REGARDING THE PROVISION OF
FIRE AND EMERGENCY MEDICAL SERVICES**

This First Amendment to the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services is made and entered into as of this 9 day of June, 2009, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), and the City of Tallahassee, Florida, a Florida municipal corporation (the "City"), collectively the Parties.

RECITALS

WHEREAS, the Parties entered into an Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services ("Interlocal Agreement"), dated April 16, 2009; and

WHEREAS, Section 2.B. of the Interlocal Agreement provides that upon adoption of a Fire Services Five-Year Rate Study ("Rate Study") by the Parties it will be made a part of the Interlocal Agreement as Exhibit C; and

WHEREAS, Exhibit E.5. to the Interlocal Agreement provides that the effectiveness of the Interlocal Agreement shall be specifically conditioned upon both Parties approving the Rate Study, and by addendum incorporating same into the Interlocal Agreement as Exhibit C, not later than September 30, 2009.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

1. That the Recitals above set forth are made a part hereof.
2. That the Rate Study adopted by the Parties is incorporated herein as Exhibit C and made a part hereof as if fully set forth below.

3. That this First Amendment to the Interlocal Agreement shall become effective upon full execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this 9 day of June, 2009.



Attested by:
Bob Inzer, Clerk of the Court

By: [Signature]
Bob Inzer, Clerk

Approved as to form:
County Attorney's Office

By: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney

LEON COUNTY, FLORIDA

By: [Signature]
Bryan Desloge, Chairman
Board of County Commissioners

Date: 9/4/09

CITY OF TALLAHASSEE, FLORIDA

By: [Signature]
John R. Marks, III
Mayor, City of Tallahassee

Date: 9/2/09

Approved as to form:
City Attorney's Office

By: [Signature]
James R. English, Esq.
City Attorney

No. 999697

Second Amendment to Agreement Providing for Advanced Life Support Services

This Second Amendment to the Agreement dated February 3, 2004, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Tallahassee, a Florida Municipal Corporation, hereinafter referred to as the "City" is hereby entered into by and between said parties this 11 day of April, 2009.

WITNESSETH

WHEREAS, the County and City entered into an Agreement Providing for Advanced Life Support Services dated February 3, 2004; and

WHEREAS, the parties have determined it to be in the best interests of both entities to amend said Agreement dated February 3, 2004.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and City do hereby agree as follows:

I. Section 2 of the Agreement Providing for Advanced Life Support Services dated February 3, 2004, is hereby amended in its entirety to read as follows:

2. The Term of this Agreement shall commence on the date on which it has been executed by both parties, and shall end on September 30, 2009, unless earlier terminated pursuant to the terms of this Agreement.

II. Section 5F of the Agreement Providing for Advanced Life Support Services dated February 3, 2004, is hereby amended in its entirety to read as follows:

F. On or before the 10th day of October 2008, January 2009, and April 2009, the County shall pay to the City a recurring operating cost payment in the amount of \$667,941. On or before the 10th day of July 2009, the County shall pay to the City a final operating cost payment in the amount of \$583,613.00, which is a net amount and shall not be subject to any adjustment pursuant to Section 5.G.

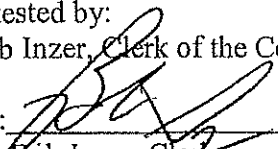
All other provisions, sections or requirements in the Agreement dated February 3, 2004, as amended, not otherwise in conflict with the provisions herein shall remain in full force and effect.

This Second Amendment to the Agreement Providing for Advanced Life Support Services dated February 3, 2004, shall be effective commencing July 1, 2009.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have executed this Second Amendment to Agreement as of the date first written above.

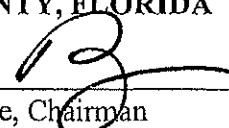
Second Amendment to Agreement Providing for Advanced Life Support Services
Page 2

Attested by:
Bob Inzer, Clerk of the Court

By: 
Bob Inzer, Clerk




LEON COUNTY, FLORIDA

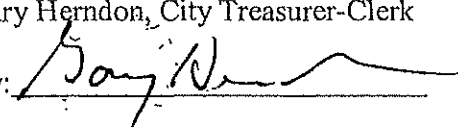
By: 
Bryan Desloge, Chairman
Board of County Commissioners

Date: 4/24/09

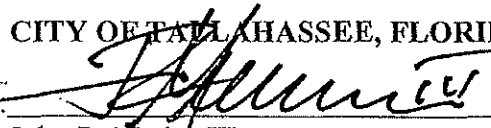
Approved as to form:
County Attorney's Office

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

Attested by:
Gary Herndon, City Treasurer-Clerk

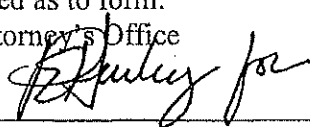
By: 
Gary Herndon, City Treasurer-Clerk

CITY OF TALLAHASSEE, FLORIDA

By: 
John R. Marks, III
Mayor, City of Tallahassee

Date: April 22, 2009

Approved as to form:
City Attorney's Office

By: 
James R. English, Esq.
City Attorney



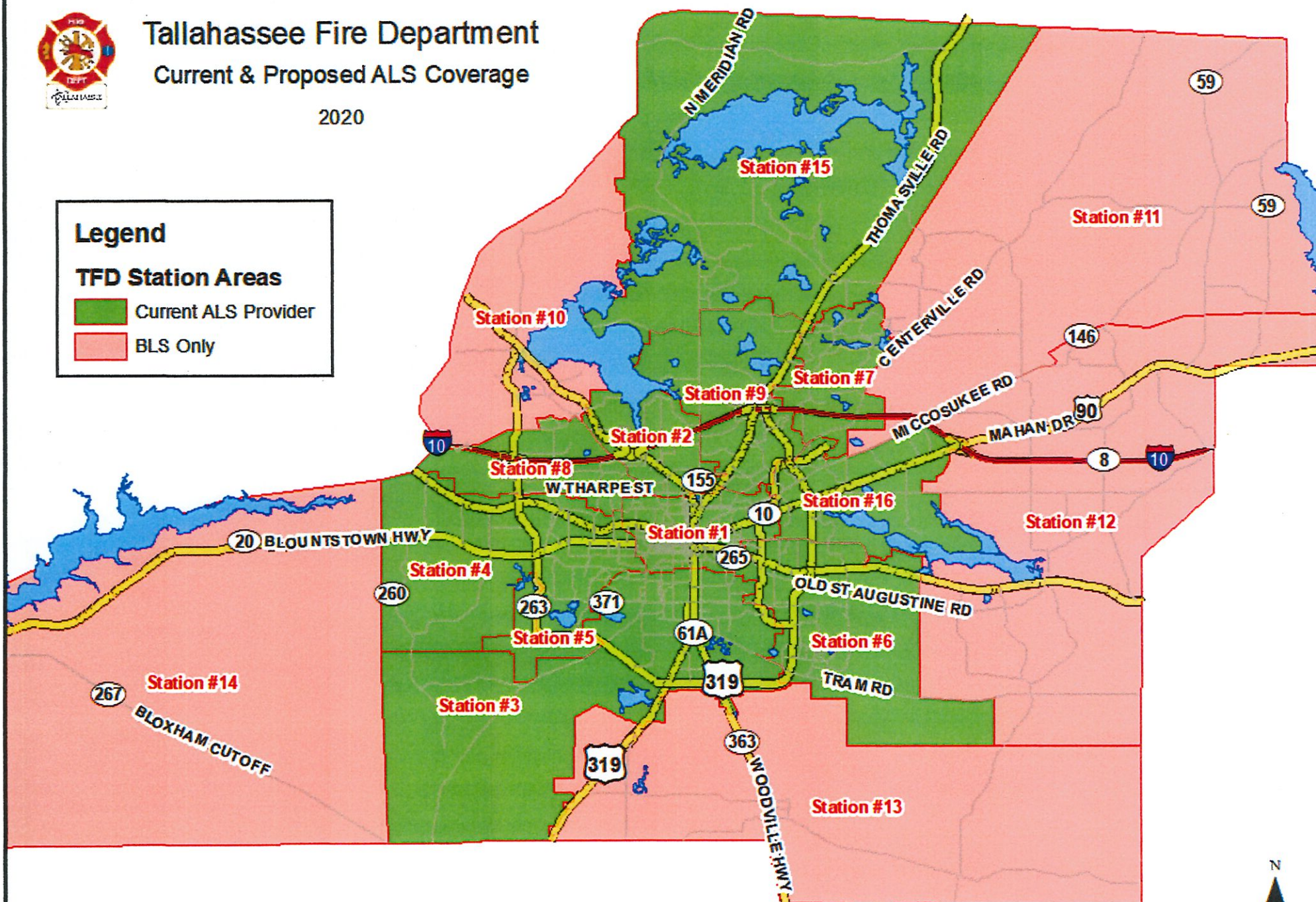
Tallahassee Fire Department Current & Proposed ALS Coverage

2020

Legend

TFD Station Areas

- Current ALS Provider
- BLS Only





Leon County Government

EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL

September 9, 2020
Virtual Meeting via Zoom

Meeting Minutes

EMSAC Members Present

Alan Rosenzweig, Deputy County Administrator
Wanda Hunter, Assistant County Administrator
Dr. Kim Landry, Leon County EMS Medical Director
Alan Keesee, Capital Regional Medical Center
Michael Hadden, Designee for City of Tallahassee
Chad Abrams, EMS Chief, Staff to the EMSAC

Call to Order

The meeting was called to order at 11:00 AM

Public Comments

This meeting of the EMSAC is being held virtually via the Zoom platform in compliance with the Governor's Executive Order related to public meetings in response to the COVID-19 pandemic. Public Notice of this virtual meeting was distributed by the County on August 27. The Tallahassee Fire Department application was made available to the public on the County's website and instructions were provided for the submission of public comments. As of the time of this meeting, no public comments were received.

Items for Consideration

1. Consideration of the Renewal of the Certificate of Public Convenience and Necessity to Provide Advanced Life Support First-Response, Non-Transport Services for the Tallahassee Fire Department.

Chief Abrams provided an introduction of the item to the EMSAC. TFD has provided ALS first-response, non-transport services since 2004. The current COPCN issued to TFD expires in November 2020. On August 3, 2020, TFD applied for the renewal of the COPCN. In accordance with Section 8-62 of the County Ordinance, on August 4, 2020, the application was transmitted for review to the organizations and individuals identified in the ordinance for their initial review. Written comments were due back to the County by September 4, 2020 and the County received one written comment in support of the application which was provided to the EMSAC. This EMSAC meeting is being held as the next step in the review process as outlined in the county ordinance. The EMSAC is tasked

with reviewing the application and associated information and making a recommended action to the Board of County Commissioners.

Dr. Kim Landry moved to recommend approval. Wanda Hunter seconded the motion. The motion passed without opposition.

New Business

There was no new business brought before the EMSAC.

Adjournment

The meeting was adjourned without opposition.

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

Leon County Board of County Commissioners

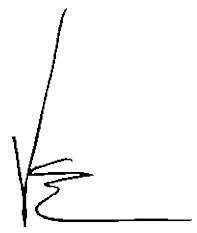
Agenda Item #6

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Coronavirus Aid, Relief and Economic Security (CARES) Act Award for Fiscal Year 2020 from the State of Florida Division of Elections



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

Statement of Issue:

This item seeks budget authority for the Supervisor of Elections to accept a FY 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act award.

Fiscal Impact:

This item has a fiscal impact. The State of Florida has allocated \$315,771 of Federal CARES Act funding to the Leon County's Supervisor of Elections (SOE) in FY 2020. The award requires a 20% or \$63,155 which is included in the SOE's adopted budget. The award will be used to offset pandemic related expenses in conducting the 2020 primary and general elections.

Staff Recommendation:

- Option #1: Accept and authorize the Leon County Supervisor of Elections to recognize and spend its FY 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act award in the amount of \$315,771, plus 20% matching funds, within the requirements of the Memorandum of Agreement (Attachment #1).
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

This item seeks budget authority for the Supervisor of Elections to accept a FY 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act award. The State of Florida has allocated \$315,771 of Federal CARES Act funding to the Leon County's Supervisor of Elections (SOE) in FY 2020. The award requires a 20% or \$63,155 which is included in the SOE's adopted budget. The award will be used to offset pandemic related expenses in conducting the 2020 primary and general elections. The Leon County Supervisor of Elections requires budgetary authority from the Leon County Board of County Commissioners to recognize these award revenues, appropriate matching funds, and draw down the award and matching funds for eligible expenses per the award guidelines.

Congress allocated \$20,253,853 to Florida's Department of State to distribute to sub-recipients in non-recurring funds for fiscal year 2020, pursuant to the Consolidated Appropriations Act of 2020 and its supplemental appropriation, the CARES Act, and under section 101 of the Help America Vote Act (HAVA) of 2002 (Public Law 107-252). Funds provided under this Agreement shall be used to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle

To ensure the County maximizes grant leveraging opportunities, the Office of Management and Budget (OMB) coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. These efforts include contacting and communicating with previous funders for any new or forthcoming grant opportunities. Through timely submittals of reporting and invoices as well as satisfactory compliance with grant closeouts as well as on-site and desk monitoring by the granting agencies, Leon County has proactively positioned itself as a responsive and accountable funding partner. Because of this accountability, agencies often contact Leon County when grant funds become available. In addition, the County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities and OMB routinely monitors the federal Grants.gov portal for granting opportunities. The County aggressively seeks state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. With receipt of the CARES Act funding, the total County grant leverage ratio is \$7.28 to \$1; excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$32.14 to \$1.

Analysis:

The Coronavirus Aid, Relief and Economic Security (CARES) Act Award is designed to provide advance payment, reimbursement, or a combination of advanced payment and reimbursement for preventing, preparing for, and responding to coronavirus, domestically or internationally, for the 2020 Federal election cycle.

A few requirements of the award include the following: award funds may only be used during the allowable expense period of March 28, 2020 through December 31, 2020; matching funds may be used during the allowable expense period of January 20, 2020 through December 31, 2020; unspent or unencumbered funds as of December 31, 2020, including match and interest earned, must be returned to the State.

The Leon County Board of County Commissioners must appropriate a 20% matching fund requirement in FY 2020 which can be met with appropriations already in the Leon County Supervisor of Elections' FY 2020 operating budget. Award funds and matching funds must be placed in a separate, interest bearing depository account until they are disbursed.

This item seeks acceptance of the FY 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act Award and approval of a Resolution and Budget Amendment request allocating \$315,771 in award funds and \$63,155 in matching funding into the FY 2019-2020 budget (Attachment #2).

Options:

1. Accept and authorize the Leon County Supervisor of Elections to recognize and spend its FY 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act award in the amount of \$315,771 plus 20% matching funds within the requirements of the Memorandum of Agreement (Attachment #1).
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. FY 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act Award Memorandum of Agreement
2. Resolution and associated Budget Amendment Request

MEMORANDUM OF AGREEMENT FOR FEDERAL FUNDS *Coronavirus Aid, Relief and Economic Security (CARES) Act*

This agreement is between the State of Florida, Department of State, Division of Elections (“Department”), an agency of the State of Florida, and Supervisor of Elections for Leon County, Florida. This agreement governs the receipt and use of federal funds as specified herein.

I. Governing Law

As authorized by Congress, the funds awarded to the States under the Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136), are available solely to “prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” Florida was allocated a total of \$20,253,853. The State’s non-federal match requirement for this award is \$4,050,771 (20% of the federal funds) and must be met no later than March 27, 2022. On March 9, 2020 the Governor issued Executive Order 20-52 (Emergency Management – COVID-19) Public Health Emergency) in response to the Novel Coronavirus (COVID-19) outbreak. By approval of BA20-21-01C the Department is authorized to distribute among Florida’s 67 county Supervisors of Elections (“Sub-recipients” hereinafter) a sum total of \$20,253,853 in non-recurring funds for COVID-19 election related expenses for the 2020 Federal Elections. **Attachment A** provides the distribution amount by county and match amount required. CARES funds authorization is made pursuant to the Consolidated Appropriations Act of 2020 and its supplemental appropriation, the CARES Act, and under section 101 of the Help America Vote Act of 2002 (HAVA) (Public Law 107-252). The Catalog of Federal Domestic Assistance (CFDA) number is 90.404.

II. Scope of Work, Deliverables, Restrictions

A. Scope of Work

Funds may be awarded as a reimbursement and/or advance for allowable expenses. Allowable expenses include but are not limited to those listed in **Attachment B** during the period of March 28, 2020 through December 31, 2020. Allowable expenses must be reasonable, necessary and allocable to the grant. Further details are set forth in subsections B, C, and D.

B. Deliverables, Minimum Levels of Service, and Financial Consequences

Deliverables	Apply funds solely for CoVID19 election-related expenses (expenses to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle) during the allowable expense period of March 28, 2020, through December 31, 2020.
---------------------	--

<p>Minimum Level of Service</p>	<p>Grant deadline (See subsection C): Sub-recipient has until Friday, December 31, 2020, to submit a request for the grant.</p> <p>Detailed expense plan: At the time of grant application, Sub- recipient shall provide a detailed plan of allowable expenses for the 2020 Federal Election Cycle that have been expended and/or will be expended for which reimbursement or advance is sought, respectively.</p> <p>Deadline to encumber and/or expend funds: No later than Friday, December 31, 2020, sub-recipient shall have expended and/or encumbered for services and/or products to be used or implemented.</p> <p>Final expenditure report (see subsection D): Sub-recipient shall submit a final expenditure report due no later than Monday, February 1, 2021, that also includes documentation evidencing the services and/or products purchased, used and/or implemented for the 2020 Federal Election Cycle.</p>
<p>Financial Consequences through Friday, December 31, 2020.</p>	<p>A county who does not submit an application for funds by Friday, December 31, 2020 is no longer eligible for the grant.</p> <p>Any funds, including interests accrued, remaining after Friday, December 31, 2020, or not otherwise encumbered for services and/or products received or provided on or before Friday, December 31, 2020 must be returned to the Department, no later than Monday, February 1, 2021, and include the final expenditure report.</p>

C. Amount of Award, Request and Disbursement Process

The Department shall distribute to each eligible Sub-recipient upon request and submission of a completed grant application. Each county is allocated a minimum base of fifty thousand dollars (\$50,000) of the total grant. In addition, each county is allocated an amount derived from the remainder of the grant which is divided by the total number of registered voters as of book closing in the 2020 Presidential Preference Primary Election and then multiplied by the respective county's number of registered voters as book closing for that county. The maximum amount that each eligible Sub-recipient may receive is set forth in **Attachment A**.

In order to receive funds, the Sub-recipient shall return this complete contract package no later than Friday, December 31, 2020. Additionally, before the Sub-recipient may receive funds, the Sub-recipient must submit the following:

1. A completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", and attached hereto as **Attachment C**. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]

D. Final Expenditure Report

The Sub-recipient must provide a final expenditure report (**see Attachment D**) including supporting documentation evidencing allowable expenses no later than Monday, February 1, 2021. Supporting documentation shall include invoices, canceled checks, purchase orders, vendor contracts, and other records that detail the services or products provided and the costs of such services and/or products.

Failure to submit the report may result in immediate forfeiture of all funds, including any interest accrued.

Any funds determined not to be expended in accordance with this agreement shall be forfeited and

returned, including any interest earned, to the Department within 15 days of written notice to the Sub-recipient.

E. Restrictions

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the Department the funds, not otherwise expended for allowable costs, including any interest earned during the term of this agreement.

If the Sub-recipient receives advanced funds, the Sub-recipient must establish and maintain these public funds in an interest bearing account in a "qualified public depository" as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a Public Deposit Identification and Acknowledgement Form.
- **Additional reporting requirement:** The submission each year by November 30th of a Public Depositor Annual Report to the Chief Financial Officers (DFS-J1-1009)

For more information refer to the Department of Financial Services Collateral Management for Governmental Units webpage or contact the Program Administrator at 850-413-3167.

III. Payments

The Sub-recipient shall receive payment through the electronic funds transfer (EFT) if it has already been set up. 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. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. Otherwise payment will be by warrant.

IV. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient, as indicated on **Attachment E- Exhibit 1**, may be subject to monitoring, audits and reporting requirements herein.

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see Part B "Audits") monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. **(see Attachment E)** By entering into this agreement, the Sub-recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

B. Audits

1. *Federally Funded Audits* (OMB Circular A-133, as revised in supplemental 2017.)

In the event that the Sub-recipient expends \$750,000 or more in Federal awards in its fiscal year, the Sub-recipient is **required to** have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year,

the Sub-recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit conducted by the Auditor General must satisfy the requirements of Subpart E of OMB Circular A-133, as revised. In connection with the audit requirements the Sub-recipient shall fulfill the responsibilities of an auditee as provided in Subpart C of OMB Circular A-133, as revised.

If the Sub-recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit is **not required**. The Sub-recipient, however, must make records available for review or audit upon request by appropriate officials of U.S. Election Assistance Commission, the Department, and the General Accounting Office (GAO). If the Sub-recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., resources obtained from other than Federal entities).

2. *Other audits*

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

Additional guidance to state and federal monitoring and auditing requirements may be found at <http://www.eac.gov>.

C. **Audit Reporting**

Copies of financial reporting packages as described in Subpart C- Auditees, section 320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Sub-recipient pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

<i>Department of State</i>	<i>Department of State</i>	<i>Auditor General's Office</i>	<i>Federal Audit Clearinghouse</i>
<i>Division of Elections</i>	<i>Office of Inspector General</i>	<i>Claude Pepper Bldg.</i>	<i>Bureau of the Census</i>
<i>R.A. Gray Bldg., Ste 316</i>	<i>R.A. Gray Bldg., Rm. 406</i>	<i>111 West Madison St.</i>	<i>1201 East 10th St.</i>
<i>500 S. Bronough St.</i>	<i>500 S. Bronough Street</i>	<i>Tallahassee, FL</i>	<i>Jeffersonville, IN</i>
<i>Tallahassee, FL</i>	<i>Tallahassee, FL</i>	<i>32399-1450</i>	<i>47130</i>
<i>32399-0250</i>	<i>32399-0250</i>		

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with OMB Circular A-133, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable. The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

V. **Record Retention**

The Sub-recipient shall keep and maintain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement. The Sub-recipient shall retain these records for five fiscal

years in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, or three years after the date an audit report is issued, whichever is later. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions.

In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

The parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections
/Sub-recipient

Signature: _____

Printed name: Mark S. Earley

Title: Supervisor of Elections

Address: 2990-1 Apalachee Parkway
Tallahassee, Florida 32301

County FEID/FEIN: 59-600708

Date: 8/5/2020

By Department of State, Division of Elections

Signature: _____

Printed name: _____

Title: _____

Address: Florida Department of State
R.A. Gray Building, Ste 316
Tallahassee, Florida 32399

Date: _____

Attachment A - HAVA CARES Fund Grant 2020 Allocation by County

Total Grant (\$20,253,853)

County	Base Total	Remainder	Registered Voters - Bookclosing (PPP)	Remainder Subtotal (Columns C x D)	Total Subgrant Award (Columns B + E)	Match Requirement (20%)	Total Subgrant Award and Match
Formula							
	3,350,000.00	Divided by Total registered voters bookclosing (PPP)					
		16,903,853.00					
Alachua	50,000.00	1.23369	184,091	227,111	277,111	55,422	332,533
Baker	50,000.00	1.23369	15,576	19,216	69,216	13,843	83,059
Bay	50,000.00	1.23369	116,144	143,286	193,286	38,657	231,943
Bradford	50,000.00	1.23369	16,911	20,863	70,863	14,173	85,036
Brevard	50,000.00	1.23369	436,317	538,280	588,280	117,656	705,936
Broward	50,000.00	1.23369	1,197,905	1,477,843	1,527,843	305,569	1,833,412
Calhoun	50,000.00	1.23369	8,365	10,320	60,320	12,064	72,384
Charlotte	50,000.00	1.23369	145,433	179,419	229,419	45,884	275,303
Citrus	50,000.00	1.23369	110,328	136,111	186,111	37,222	223,333
Clay	50,000.00	1.23369	155,942	192,384	242,384	48,477	290,861
Collier	50,000.00	1.23369	209,054	257,908	307,908	61,582	369,489
Columbia	50,000.00	1.23369	41,756	51,514	101,514	20,303	121,817
Desoto	50,000.00	1.23369	16,706	20,610	70,610	14,122	84,732
Dixie	50,000.00	1.23369	9,868	12,174	62,174	12,435	74,609
Duval	50,000.00	1.23369	629,272	776,327	826,327	165,265	991,592
Escambia	50,000.00	1.23369	220,533	272,069	322,069	64,414	386,483
Flagler	50,000.00	1.23369	87,411	107,838	157,838	31,568	189,406
Franklin	50,000.00	1.23369	8,103	9,997	59,997	11,999	71,996
Gadsden	50,000.00	1.23369	30,371	37,468	87,468	17,494	104,962
Gilchrist	50,000.00	1.23369	11,931	14,719	64,719	12,944	77,663
Glades	50,000.00	1.23369	6,727	8,299	58,299	11,660	69,959
Gulf	50,000.00	1.23369	10,547	13,012	63,012	12,602	75,614
Hamilton	50,000.00	1.23369	7,759	9,572	59,572	11,914	71,487
Hardee	50,000.00	1.23369	12,543	15,474	65,474	13,095	78,569
Hendry	50,000.00	1.23369	17,904	22,088	72,088	14,418	86,506
Hernando	50,000.00	1.23369	140,591	173,446	223,446	44,689	268,135
Highlands	50,000.00	1.23369	61,926	76,397	126,397	25,279	151,677
Hillsborough	50,000.00	1.23369	878,811	1,084,180	1,134,180	226,836	1,361,016
Holmes	50,000.00	1.23369	11,002	13,573	63,573	12,715	76,288
Indian River	50,000.00	1.23369	118,978	146,782	196,782	39,356	236,138
Jackson	50,000.00	1.23369	28,509	35,171	85,171	17,034	102,206
Jefferson	50,000.00	1.23369	9,832	12,130	62,130	12,426	74,556
Lafayette	50,000.00	1.23369	4,436	5,473	55,473	11,095	66,567
Lake	50,000.00	1.23369	245,324	302,654	352,654	70,531	423,185
Lee	50,000.00	1.23369	470,746	580,755	630,755	126,151	756,906
Leon	50,000.00	1.23369	215,428	265,771	315,771	63,154	378,926
Levy	50,000.00	1.23369	28,581	35,260	85,260	17,052	102,312
Liberty	50,000.00	1.23369	4,442	5,480	55,480	11,096	66,576
Madison	50,000.00	1.23369	11,636	14,355	64,355	12,871	77,226
Manatee	50,000.00	1.23369	256,206	316,079	366,079	73,216	439,295
Marion	50,000.00	1.23369	251,125	309,810	359,810	71,962	431,772
Martin	50,000.00	1.23369	111,955	138,118	188,118	37,624	225,741
Miami-Dade	50,000.00	1.23369	1,470,194	1,813,764	1,863,764	372,753	2,236,516
Monroe	50,000.00	1.23369	53,574	66,094	116,094	23,219	139,312

Attachment A - HAVA CARES Fund Grant 2020 Allocation by County

Total Grant (\$20,253,853)

County	Base Total	Remainder	Registered Voters - Bookclosing (PPP)	Remainder Subtotal (Columns C x D)	Total Subgrant Award (Columns B + E)	Match Requirement (20%)	Total Subgrant Award and Match
Formula							
Nassau	50,000.00	1.23369	67,988	83,876	133,876	26,775	160,651
Okaloosa	50,000.00	1.23369	139,532	172,139	222,139	44,428	266,567
Okeechobee	50,000.00	1.23369	21,116	26,051	76,051	15,210	91,261
Orange	50,000.00	1.23369	845,817	1,043,476	1,093,476	218,695	1,312,171
Osceola	50,000.00	1.23369	223,823	276,128	326,128	65,226	391,354
Palm Beach	50,000.00	1.23369	976,612	1,204,836	1,254,836	250,967	1,505,804
Pasco	50,000.00	1.23369	367,079	452,862	502,862	100,572	603,434
Pinellas	50,000.00	1.23369	688,672	849,608	899,608	179,922	1,079,529
Polk	50,000.00	1.23369	444,448	548,311	598,311	119,662	717,973
Putnam	50,000.00	1.23369	48,616	59,977	109,977	21,995	131,972
St. Johns	50,000.00	1.23369	195,850	241,618	291,618	58,324	349,942
St. Lucie	50,000.00	1.23369	208,101	256,732	306,732	61,346	368,079
Santa Rosa	50,000.00	1.23369	136,437	168,321	218,321	43,664	261,985
Sarasota	50,000.00	1.23369	324,465	400,289	450,289	90,058	540,347
Seminole	50,000.00	1.23369	318,413	392,823	442,823	88,565	531,388
Sumter	50,000.00	1.23369	103,630	127,847	177,847	35,569	213,417
Suwannee	50,000.00	1.23369	26,286	32,429	82,429	16,486	98,915
Taylor	50,000.00	1.23369	12,184	15,031	65,031	13,006	78,038
Union	50,000.00	1.23369	7,493	9,244	59,244	11,849	71,093
Volusia	50,000.00	1.23369	372,847	459,978	509,978	101,996	611,973
Wakulla	50,000.00	1.23369	21,618	26,670	76,670	15,334	92,004
Walton	50,000.00	1.23369	53,421	65,905	115,905	23,181	139,086
Washington	50,000.00	1.23369	16,524	20,385	70,385	14,077	84,463
Totals	3,350,000.00		13,701,765	16,903,730	20,253,730	4,050,746	24,304,477

Leon County

Attachment B #MOA 2020-001-LEO: CARES Act (2020) Grants Request/Plan

*Prepopulated allowable expenses are based primarily on U.S. EAC.gov guidance to date (<https://www.eac.gov/election-officials/guidance-use-hava-funds-expenses-related-covid-19>). The list is not exhaustive and may include other expense categories, subject to approval.

Advance Reimbursement Match Total

Vote-by-Mail

Additional ballots and envelope printing	\$112,880.00	\$0.00	\$0.00	\$112,880.00
Upgrades to systems for requests/change of address	N/A	N/A	N/A	N/A
Additional drop boxes - installation/security	\$0.00	\$0.00	\$35,392.00	\$35,392.00
Mailing and postage costs, meters	\$15,934.35	\$0.00	\$0.00	\$15,934.35
Ballot tracking software	N/A	N/A	N/A	N/A
Equipment - high speed or central count tabulators	N/A	N/A	N/A	N/A
Equipment - hardware/ signature comparison/verification software and other similar software	N/A	N/A	N/A	N/A
Additional ballot trays and other supplies to process increased activity	N/A	N/A	N/A	N/A
Equipment - automated letter opener, inserter, sorter, etc.	N/A	N/A	N/A	N/A

Staffing - In-office/poll workers

Poll worker training - cleaning and other sanitization procedures and ballot and ID handling, appropriate disinfecting process for voting associated equipment (voting machines, ballot booths, laptops, tablets, poll books, and other surfaces) consistent with vendor instructions and internal procedures, and other CDC guidelines/protocols for social distancing	N/A	N/A	N/A	N/A
Overtime salary and benefit costs -elections staff and poll workers	N/A	N/A	N/A	N/A
More in-person training sessions to accommodate smaller classes	N/A	N/A	N/A	N/A
Hiring /retention	\$186,956.65	\$0.00	\$0.00	\$186,956.65

Registration list maintenance activities

Activities to improve the accuracy and currency of registrant addresses	N/A	N/A	N/A	N/A
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Polling sites/Offices - equipment, supplies

Additional laptops and mobile IT equipment, workstation, office expansions for vote-by-mail activity	N/A	N/A	N/A	N/A
Ballot-on-demand printers, supplies (paper, ink, cleaning supplies), ballot transport carts, storage bags or lockers	N/A	N/A	N/A	N/A
Signage, tents, tables, supplies for social distancing compliance (stanchions, tape markers, etc.) and/or portal set-ups	N/A	N/A	N/A	N/A
Back-up power supplies - generators, power cords, batteries	N/A	N/A	N/A	N/A
Vehicle rental - mobile units/transport	N/A	N/A	N/A	N/A

Polling sites/offices - cleaning/sanitization/protective gear

Deep cleaning supplies and pre- and post-election deep cleaning services	N/A	N/A	N/A	N/A
Disposable pens for voters	N/A	N/A	N/A	N/A
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters	N/A	N/A	N/A	N/A
Plexiglass covers, install for stations and/or equipment	N/A	N/A	N/A	N/A

Polling sites - additional leasing space/backup

Additional leasing as replacement for loss of existing sites, back-up and flow-over	N/A	N/A	N/A	N/A
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Communications - public outreach campaign/media

Voter education/public/media (radio-television-publishing -flyers)- information on voting changes, ballot request options, or voting procedures as implicated by CoVID 19	\$0.00	\$0.00	\$1,521.00	\$1,521.00
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Communications - targeted voter mailings

Targeted voter mailings - educational changes or procedures of CoVID 19 as impacting voting methods & locations (VBM, EV, ED)	\$0.00	\$0.00	\$26,241.00	\$26,241.00
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Other

Interest that accrues during the time in which funds are held by the county are anticipated to be expended	Unknown	Unknown	Unknown	Unknown
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Other

Note - the expenses listed above are not an exhaustive list of COVID-19 related expenses incurred, or anticipated to be incurred, by the Leon County Supervisor of Elections Office. Nor do they represent a complete response plan by the Leon County SOE to the COVID-19 public health emergency. Additional expenses are anticipated, and will be funded through FEMA Reimbursement, CARES Act funds appropriated by the Leon County Board of County Commissioners, and general revenue. Additional state and federal funding may be needed.				
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Other

				\$0.00
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Other

				\$0.00
--	--	--	--	--------

Other

				\$0.00
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Other

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TOTAL \$315,771.00 \$0.00 \$63,154.00 \$378,925.00

Signature

Printed name

Date

Mark S. Earley, Supervisor of Elections

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Posted September 21, 2020

Note - Totals have been rounded up to the next dollar.

ATTACHMENT C #MOA 2020-001- LEO

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark S. Earley, Supervisor of Elections, Leon County

Name and Title of Authorized Representative

 
Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Department of Financial Services

Attachment E-

#MOA 2020-001- LEO

Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at <https://apps.fldfs.com/fsaa/>.

The administration of resources awarded by the Department of State to the Sub-recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

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 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or 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 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 form 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 in 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 requirements 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,

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

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

Note: 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 form lists the 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. If 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).

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 form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides 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 form shall be submitted by or on behalf of the recipient directly to each of the following:

a. The Department of State at the following addresses:

Department of State, Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department of State, Office of Inspector General
R.A. Gray Bldg., Rm. 406
500 S. Bronough Street
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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- c. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

3. Copies of reports required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

4. Any reports, management letters, 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.
5. 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 V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of 5 fiscal 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 5 fiscal years from the date the audit report is issued, unless extended in writing by the Department of State.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Recipient
Pursuant to this Agreement Consist of the Following:**

1. Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.404 HAVA Election Security Grants
Federal Program: Section 101 of the Help America Vote Act of 2002
Federal Agency: U.S. Election Assistance Commission
CFDA No./Title: 90.404 Election Security Grants
Award Amount: See Attachment A
2. Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 HAVA Requirements Payments
Federal Program: Section 251 of the Help America Vote Act of 2002
Federal Agency: U.S. Election Assistance Commission
CFDA No./Title: 90.401 Requirements Payments
Award Amount: See Attachment A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. CFDA Number 90.404, HAVA Election Security Grants
Part 1 of Subtitle D of Title II (Sections 251-258) and Title III of Public Law 107-252, the Help America Vote Act of 2002, Sections 301-305, and Sections 902 and 906. EAC has determined that the following Office of Management and Budget guidelines apply: Cost Principles for State, Local, and Indian Tribal Governments, 2 § CFR Part 225; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-110 (amended 9/30/99).

Federal Program: Sections 101 and 251 of the Help America Vote Act of 2002 and Consolidated Appropriations Act, 2018 (Public Law 115-141)

List applicable compliance requirements as follows:

1. See Help America Vote Act of 2002 - <https://www.gpo.gov/fdsys/pkg/PLAW-107publ252/pdf/PLAW-107publ252.pdf>
2. See Florida's HAVA State Plan, as updated in 2009. <https://dos.myflorida.com/elections/laws-rules/help-america-vote-act/>
3. See Allowable Expenses in Attachment A to Memorandum of Agreement
1. NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs: N/A
Subject to Section 215.97, F.S.: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

N/A

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 29th day of September, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

BY: _____

FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB20033
Date: 9/11/2020

Agenda Item No: _____
Agenda Item Date: 9/29/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
060	521	51250	513	Regular OPS Salaries & Wages	733,631	(63,155)	670,476
060	950	591061	581	Transfer to Fund 061	3,701	63,155	66,856

Subtotal: -

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
				FL Division of Elections CARES Act			
061	953023	331101	000	Funding	-	315,771	315,771
061	953023	381060	000	Transfer from Fund 060	-	63,155	63,155

Subtotal: 378,926

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
061	953023	53400	513	Other Contractual Services	-	135,253	135,253
061	953023	51200	513	Regular Salaries & Wages	-	21,000	21,000
061	953023	51300	513	OPS Salaries & Wages	-	147,000	147,000
061	953023	54200	513	Postage	-	18,619	18,619
061	953023	55408	513	Machinery & Equipment	-	32,544	32,544
061	953023	54700	513	Printing and Binding	-	22,988	22,988
061	953023	54800	513	Promotional Activities	-	1,522	1,522

Subtotal: 378,926

Purpose of Request:

This budget amendment appropriates \$315,771 in funding from the State of Florida, Division of Elections for CARES ACT funds. The grant requires a 20% match, \$63,155, in County funds. Grant funding will be used to cover costs associated with Vote-by Mail, voter education public outreach, and in-office/poll worker staffing.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution



Motion



Administrator



**Leon County
Board of County Commissioners**

Notes for Agenda Item #7

Leon County Board of County Commissioners

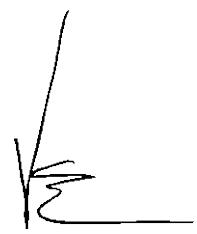
Agenda Item #7

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Florida Housing Finance Corporation Coronavirus Relief Funding Agreement Amendment



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 of an amendment to the Coronavirus Relief Funds (CRF) Subrecipient Agreement to accept \$170,521 of additional CRF from the Florida Housing Finance Corporation to provide housing assistance to County residents impacted by COVID-19.

Fiscal Impact:

This item has a fiscal impact. Leon County has been allocated an additional \$170,521 from Florida Housing Finance Corporation in CRF funds through the Coronavirus Aid, Relief, and Economic Security Act to support COVID-19 assistance efforts. FHFC initially allocated \$261,734 to the County. The additional funding will increase the funds allocated to the County to \$432,255.

Staff Recommendations:

- Option #1: Approve the amendment to the CRF Funding Agreement with the Florida Housing Finance Corporation (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Approve the Resolution and associated Budget Amendment Request realizing \$170,521 of additional funding from the Florida Housing Finance Corporation. (Attachment #2)

Report and Discussion

Background:

This item seeks Board authorization to accept \$170,521 of additional Coronavirus Relief Funds (CRF) from the Florida Housing Finance Corporation (FHFC) to provide housing assistance to County residents impacted by COVID-19. On September 15, 2020, the Board authorized the acceptance of \$261,734 and ratified the associated agreement.

On June 25, 2020, Governor DeSantis announced that the State would disburse \$120 million of CRF funding through FHFC's State Housing Initiatives Partnership (SHIP). On July 16, 2020, FHFC allocated \$261,734 in CRF funds to the County to provide housing assistance to residents in the unincorporated area impacted by COVID-19.

On August 20, 2020, Florida Housing requested that the County, on or prior to September, execute an agreement which governs the eligibility requirements and activities performed using the funding in order to distribute the initial installment of \$261,734. As a result, on August 27, 2020, the County Administrator executed an agreement with Florida Housing for the CRF funds. On September 4, 2020, the funds were received. On September 15, 2020, the Board ratified the Funding Agreement and authorized the acceptance of \$261,734.

On September 15, 2020, FHFC notified staff of the additional \$170,521 in CRF and provided the amendment to the original Funding Agreement which must be executed with the FHFC prior to the distribution of the additional CRF funds.

To ensure the County maximizes grant leveraging opportunities, the Office of Management and Budget (OMB) coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. These efforts include contacting and communicating with previous funders for any new or forthcoming grant opportunities. Through timely submittals of reporting and invoices as well as satisfactory compliance with grant closeouts as well as on-site and desk monitoring by the granting agencies, Leon County has proactively positioned itself as a responsive and accountable funding partner. Because of this accountability, agencies often contact Leon County when grant funds become available. In addition, the County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities and OMB routinely monitors the federal Grants.gov portal for granting opportunities. The County aggressively seeks state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. With receipt of the CARES Act funding, the total County grant leverage ratio is \$7.28 to \$1; excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$32.14 to \$1.

Analysis:

As previously stated, on September 15, 2020, the Board authorized the acceptance of \$261,734 and ratified the associated CRF Funding Agreement. The agreement authorizes funds to be utilized for the following activities:

- i. Rental assistance payments (including back rent, deposits and utility payments);
- ii. Mortgage payments and buydowns;
- iii. Emergency repair of housing;
- iv. Assistance to homeowners to pay insurance deductibles;
- v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
- vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
- vii. Homeownership counseling.

The amendment to the Funding Agreement establishes the additional \$170,521 for the activities previously identified. The amendment also cites technical information by FHFC and provides additional general terms and conditions of the Agreement. The additional funds are expected to be provided to the County on or before October 1 upon execution of the amendment.

As approved by the Board on September 15, 2020, the \$261,734 of CRF from the Florida Housing Finance Corporation will be primarily utilized in conjunction with the County's Leon CARES Individual Assistance Program, which provides residents impacted by COVID-19 assistance with past due rent, mortgage and utilities as well as make homeownership and financial counseling available through local partners. Staff recommends that the \$170,521 of additional CRF from the FHFC be used in tandem with the Division of Housing Services existing Emergency Repair program to provide up to \$20,000 of grant funding for eligible repairs.

Options:

1. Approve the amendment to the CRF Funding Agreement with the Florida Housing Finance Corporation (Attachment #1) and authorize the County Administrator to execute.
2. Approve the Resolution and associated Budget Amendment Request realizing \$170,521 of additional funding from the Florida Housing Finance Corporation. (Attachment #2)
3. Do not approve the amendment to the CRF Funding Agreement with the Florida Housing Finance Corporation.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Amendment to the CRF Funding Agreement with the Florida Housing Finance Corporation
2. Resolution and associated Budget Amendment Request

**FIRST AMENDMENT
TO AGREEMENT NUMBER 070-2020**

THIS FIRST AMENDMENT (“Amendment”) to AGREEMENT NUMBER 070-2020 is entered into and effective as of October 1, 2020, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and political (“Florida Housing”), and Leon County, a charter county and a political subdivision of the State of Florida (“Subrecipient”).

RECITALS

- A. Florida Housing and Subrecipient entered into Contract Number 070-2020, dated August 31, 2020, (“Contract”) wherein Subrecipient agreed to participate in the Coronavirus Relief Fund Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The term of the Contract began on August 31, 2020 and ends March 31, 2021.
- C. Section C.2. of the Agreement provides for a potential second disbursement of funds on or before October 1, 2020 for Subrecipients who meet the requirements of this Agreement and are satisfactorily performing.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of October 1, 2020. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Agreement is hereby amended to:

- 1. Add a definition for Technical Bulletin as a new Section B.11.

11. “Technical Bulletin” or “TB” means any technical assistance document that Florida Housing issues to explain updated processes, provisions or monitoring requirements as Florida Housing receives updates, clarification and additional guidance with respect to the CRF funds.

- 2. Delete Section C.1. in its entirety and replace with the following:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is up to \$432,255.00.

3. Delete Section C.2. in its entirety and replace with the following:

2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. The Subrecipient received an initial allocation of \$261,734.00 upon execution of the Agreement. Upon execution of the First Amendment, an additional \$170,521.00 shall be provided to the Subrecipient. Any additional funds will be disbursed in an amount to be determined by Florida Housing. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, subsequent funds may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

4. Add a new section C.10., to address Technical Bulletins:

10. TBs will be used to clarify, discuss, interpret, and provide guidance for contract administration issues related to this Agreement. TBs will be both e-mailed and posted at <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-technical-bulletins>, and Subrecipient is encouraged to regularly check for TBs.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Agreement Number 070-2020, by a duly authorized representative, effective on October 1, 2020.

Leon County, a charter county and a political subdivision of the State of Florida

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 29th day of September, 2020.

LEON COUNTY, FLORIDA

By: _____
Bryan Deloge, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

By: _____

FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB20037
Date: 9/16/2020

Agenda Item No: _____
Agenda Item Date: 9/29/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail

Revenues

<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
125	932020	331503	000	FHFC CARES	261,734	170,521	432,255
Subtotal:						170,521	

Expenditures

<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
125	932020	585000	525	Housing Grants & Aids	-	170,521	170,521
Subtotal:						170,521	

Purpose of Request

This amendment appropriates an additional \$170,521 in funding for expenditures associated with Florida Housing Finance Corporation CARES Act funding.

Division/Department

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒

Motion ☐

Administrator ☐

**Leon County
Board of County Commissioners
Notes for Agenda Item #8**

Leon County Board of County Commissioners

Agenda Item #8

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Joint Project Agreement with the City of Tallahassee for Utility Upgrades for the Magnolia Drive Phase 4 Trail Project from South Monroe Street to South Meridian Street

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

Statement of Issue:

This item seeks Board approval of a Joint Project Agreement with the City of Tallahassee for utility upgrades for the Magnolia Drive Phase 4 Trail Project from South Monroe Street to South Meridian Street.

Fiscal Impact:

This item has a fiscal impact. Under the proposed Agreement with the City of Tallahassee, the City agrees to pay all upgrade costs incurred for construction of the water and wastewater utility work. Final costs to be paid by the City will be determined and brought back to the Board during the award of the construction bid.

Staff Recommendation:

Option# 1: Approve the Joint Project Agreement with the City of Tallahassee for water and wastewater infrastructure relocation or installation in the Magnolia Drive Trail Phase 4 project area (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks Board approval of a Joint Project Agreement (JPA) with the City of Tallahassee for utility upgrades for the Magnolia Drive Trail Phase 4 Project from South Monroe Street to South Meridian Street (Attachment #2). Under the proposed JPA, the City will pay for, and the County will administer, water and wastewater utility upgrades as part of the construction of the project.

On April 1, 2015, the Blueprint Intergovernmental Agency Board (IA Board) approved funding for the Magnolia Drive Multi-use Trail project. The Magnolia Drive improvements are divided into phases in order to responsibly detour traffic while mitigating congestion. Apart from Phase 6 which was completed in 2017, the remaining five phases (Phases 5 and 7 were combined) are currently under design for underground electric and a redesign of the multi-use trail. Leon County staff has been managing design and construction of the trail in Phase 1 from South Meridian Street to Pontiac Drive in addition to the design of Phases 2 and 3. Blueprint staff has been managing the design of Phase 4 from South Monroe Street to South Meridian Street and all property acquisitions for trail construction and maintenance.

Based on the original joint project agreement approved by the Board in 2015, Leon County will administer the construction of all remaining phases of the Magnolia Drive Multi-use Trail project. Some of the phases will be combined for construction, however construction may not occur sequentially as some phases will require right-of-way acquisition and separate joint project agreements. Final project schedules will be developed as these acquisitions and agreements occur.

The Phase 4 project will include a multi-use trail on the south side of Magnolia Drive from South Monroe Street to South Meridian Street. The City has expressed its desire to have the water and wastewater upgrade and relocation work performed by the County's contractor simultaneously with the Phase 4 project construction, and has agreed to pay all upgrade costs associated with the construction.

Analysis:

The City Commission approved the proposed JPA for water and wastewater infrastructure relocation or installation for the Magnolia Drive Trail Phase 4 construction project on September 23, 2020. Under the proposed JPA, the City agrees to pay all upgrade costs incurred for construction of the water and wastewater utility work. The City will also pay the County an administrative fee of 2% of all construction costs paid by the City for contract management services and a pro-rata share of the lump sum contract prices for mobilization and maintenance of traffic (M&MOT). Final costs to be paid by the City will be determined and brought back to the Board during the award of the construction bid.

Following receipt of bids for the project, the County will promptly notify the City of the proposed contract price, Pay Item prices, and the pro-rata share of M&MOT. If the City desires to proceed with the utility work, or portion thereof, within 30 calendar days the City will deposit the proposed

contract price for the utility work and the contract management service fee into an escrow account as set forth in the JPA. The City, should it choose not to have the County contractor perform any of the utility work, shall cooperate with the County's contractor to schedule the sequence of the utility adjustments and relocations required for the project. The project is anticipated to be bid in October 2020, and construction will commence in February 2021.

Options:

1. Approve the Joint Project Agreement with the City of Tallahassee for water and wastewater infrastructure relocation or installation in the Magnolia Drive Trail Phase 4 project area (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the Joint Project Agreement with the City of Tallahassee for water and wastewater infrastructure relocation or installation in the Magnolia Drive Trail Phase 4 project area.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Joint Project Agreement
2. Location map

**LEON COUNTY – CITY OF TALLAHASSEE JOINT PROJECT AGREEMENT
WATER AND WASTEWATER INFRASTRUCTURE RELOCATION OR INSTALLATION
FOR MAGNOLIA DRIVE TRAIL/SIDEWALK PROJECT PHASE IV**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **City of Tallahassee**, a Florida municipal corporation (“**City**”), and **Leon County, Florida** (“**County**”), a charter county and political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the County is constructing, reconstructing or otherwise improving the Magnolia Drive Trail/Sidewalk Infrastructure Phase IV (County Road 265), (“**Project**”); and,

WHEREAS, completion of the Project requires the adjustment, relocation, upgrade or installation of certain City water distribution and wastewater collection infrastructure within the area of the Project (such work or portion thereof being hereafter referred to as “**Utility Work**”); and,

WHEREAS, the City has expressed its desire to have such Utility Work constructed by the County’s contractor for the Project, simultaneously with construction of the Project, and has agreed to pay all costs associated with the construction of such Utility Work; and,

WHEREAS, the City has requested the County to include, in its bid documents for the Project, both the plans and specifications for the Project (“**Project Plans**”) and the plans and specifications furnished by the City for construction of the Utility Work; and,

WHEREAS, the plans and specifications for the said Utility Work will be reviewed and approved by the County and the City; and

WHEREAS, the County and the City have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into this Joint Project Agreement (“**JPA**”) to provide for completion of the Utility Work simultaneously with, and as part of the same contract as, the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. This JPA will apply to all Utility Work located within the limits of the Project, as included in the plans, specifications, and estimate for the Utility Work prepared by the City and approved by the County.

2.

(a) The City shall deliver to the County, in a form suitable for reproduction by the County, certain design documents, plans, and specifications for the Utility Work, which are more specifically identified as “Magnolia Drive Multi-Use Trail Water and Wastewater Replacement” (“**Utility Work Plans**”), including a Utility Work Schedule (“**UWS**”). Such Utility Work Plans shall include a summary of the unit price elements of work (“**Utility Pay Items**”) and associated estimated quantities included within the Utility Work. The City shall pay for the quantities of all such Utility Pay Items actually installed in construction of the Utility Work, except for certain costs of relocating water system and sewer system infrastructure.

(b) The City shall pay a pro-rata share of the lump sum contract prices for mobilization and maintenance of traffic (“**M&MOT**”). Such share shall be the percentage of the total Project contract price, less M&MOT costs, that comprises the construction costs associated with the Utility Work. For example, if the total Project Contract Price, less M&MOT, is \$1 million and the construction cost associated with the Utility Work is \$250,000, the City’s share would be 25%. The result shall be expressed as a percentage to the nearest one-hundredth percent. The City’s pro-rata share of costs for M&MOT shall be equal to the total cost of M&MOT multiplied by the above computed percentage.

(c) The City shall also pay a Project administration fee to the County in the amount of 2% of the total of all costs paid by the City in accordance with paragraphs 2(a) and 2(b) above. This fee shall be considered full compensation to the County for services provided by the County in administration of the Agreement.

3. All of the work on the JPA shall be completed in accordance with the Project Plans and the Utility Work Plans, which are by reference made a part hereof. The City shall be responsible for verifying the accuracy of the County's underground survey information for pipe size and material. The County and the City, as applicable, shall promptly notify the other of any errors or omissions discovered in such survey information. All errors, omissions and changes in the Utility Work Plans shall be the sole responsibility of

the City, except for those changes resulting from or caused by errors, omissions or changes in the Project Plans after completion of the 100% design documents, which changes shall be the sole responsibility of the County and shall be made by the City's design professional at the County's sole cost. In the event of conflict between the Utility Work Plans and the Project Plans, the Project Plans shall take precedence, except in the event of conflicts between the Utility adjustment plan sheets and the Utility Work Plans, the Utility Work Plans shall take precedence.

4. The City, at its sole expense, shall furnish all engineering inspection, testing and monitoring of the Utility Work and shall furnish the County's engineer, at her/his request, copies of log books and quantities of work performed by the Contractor. The County shall provide all necessary Project contract administration and enforcement. The coordination of the Utility Work with that of the County's Contractor, and with work by other utility owners or their contractors, shall be the responsibility of the County, and the City shall cooperate fully in this matter. The City, upon request of the County, shall promptly furnish to the County all information required for change orders or supplemental agreements pertaining to the Utility Work.

5. The County shall receive bids for the Utility Work at the same time as bids for the Project. All bids for said Utility Work shall be taken into consideration in the award of a contract for construction of the Project, which award shall be based on the lowest responsive, responsible bid for all work (i.e., both the Project and the Utility Work). The City shall have the right to review the bid for the Utility Work and to (i) proceed with construction, by the County's contractor, of all Utility Work, or (ii) reject the bid of the County's contractor and arrange, at its own expense, for the prompt construction of the Utility Work. In proceeding with the Project, the following shall apply:

(a) The City shall notify the County of its decision with respect to how to proceed with construction of the Utility Work.

(b) Upon the receipt of such notice, the County shall amend the contract documents for the Project, as appropriate, prior to award.

(c) The City, should it choose not to have the County contractor perform any of the Utility Work, shall cooperate with the County's contractor to schedule the sequence of the utility adjustments and relocations required for the Project.

(d) Should the City choose not to have the County's contractor construct any of the Utility Work, the City, or its contractor for the Utility Work, shall defend any legal claims asserted against the County by the County's contractor due solely to delays caused by the City's failure to comply with the UWS provided by the City to the County; provided, however, that neither the City

nor its contractor for the Utility Work shall be responsible for delays in construction of the Utility Work caused by circumstances beyond its reasonable control.

(e) In performance of the Utility Work, the City shall require its contractor to comply with all applicable laws and with the applicable maintenance of traffic plan. In addition, the City's contractor shall comply with the same conditions required of the County's contractor in paragraph 8 below including, but not limited to, the posting of a performance bond and the naming of the County as an additional insured.

6. All adjustments, relocations, repairs and other work required to be performed in relation to utility infrastructure, if any, within this Project which are owned by the City but not included in the Utility Work Plans shall be the sole responsibility of the City and shall be the subject of either a separate agreement and utility relocation schedule or a change order to the County's contract for construction of the Project. All such work shall be coordinated with the construction of this Project and performed in a manner that will not cause delay to the County's contractor.

7. All services and work under the construction contract for the Project shall be performed to the satisfaction of the Leon County Director of Public Works, or his designee; provided, however, that all Utility Work performed under that contract shall also be performed to the satisfaction the City's General Manager – Underground Utilities & Public Infrastructure, or designee. The said County and City representatives shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and their decision upon all claims, questions and disputes thereunder, with the exception of those related to the Utility Work, shall be final and conclusive upon the parties hereto. All such questions, difficulties, claims, and disputes regarding the Utility Work Plans or the Utility Work shall be decided or resolved, in good faith, in accordance with the following process:

(a) The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this paragraph. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this paragraph. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, the date of occurrence (if known), and the proposed resolution, hereinafter referred to as the "Dispute Notice."

(b) Should the parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten

(10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and the Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and the Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

(c) If a dispute is not resolved by the foregoing steps within forty-five (45) days after the receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

(d) If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

(1) Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

(2) Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following

delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

(3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

8. Following receipt of bids for the Project, the County will promptly notify the City of the proposed contract price, Pay Item prices, and the pro-rata share of M&MOT, and the City, if it desires to proceed with the Utility Work, or portion thereof, as part of the County's contract for the Project, shall deposit with the County the proposed contract price payable by the City for such Utility Work and the contract management services fee as set forth in paragraph 2 of this Agreement, which amounts shall be held in escrow by the County and disbursed only in accordance with this Agreement. Said deposit must be made within 30 calendar days after the County delivers to the City a notice of proposed bid award. As required by Florida law, the County will require its contractor to post a performance and payment bond for all work on the Project, including the Utility Work, and will ensure that the City is named as a beneficiary or insured under such bond. The bond shall be issued by a surety and in a form reasonably acceptable to both the City and the County. The County shall also cause the City to be named as an additional insured with respect to insurance coverage, other than Workers' Compensation or Professional Liability, provided by the County's contractor and will provide the City with a copy of any certification of coverage received by the County from its contractor.

9. At any time after award of the contract for the construction of the Project, the County may request the City to make an additional deposit if it determines that the cost of the Utility Work will exceed the amounts previously deposited by the City as a result of an increase in the quantity of one or more Utility Pay Items, or construction delay caused by the City, or changes in the Utility Work for which the City is responsible under paragraph 3 of this Agreement. The County shall request such additional deposit by delivery of invoices to the City. The City, subject to resolution of any disputes in accordance with paragraph 7 hereinabove, shall make such additional deposit within thirty (30) days following delivery of such invoice to the City. Should the total amount of all deposits for the Utility Work made by the City exceed the actual cost of the Utility Work, the County shall refund such difference to the City within ten (10) days following final payment for such work to the County's contractor.

10. The Utility Work shall be performed in accordance with the Utility Work Plans, which include the City's Technical Specifications for Water and Sewer Construction. The County shall neither accept nor make payment for any portion of the Utility Work that fails to meet such requirements unless the City consents, in writing, to such payment. All requests for payment for any portion of the Utility Work must be approved by the City before payment. Each month, the County's construction contractor shall submit to the County and the City a separate invoice for the Utility Work that has been completed and accepted. The City's project manager shall have seven (7) calendar days from receipt of an invoice to review the invoice and shall raise any objections or issues he or she may have with respect to the invoice. The County shall not pay any invoices of the County's contractor for which the City has raised objection or taken issue until said issues have been resolved to the City's satisfaction. Upon completion and acceptance of the Utility Work, the City shall own, control, maintain and be responsible for all such facilities, according to the terms of the applicable utility permit.

11. The City and County covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by any person or legal entity caused by the negligent or wrongful act or omission of any employee of the party while acting within the scope of their employment or office. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled.

12. Within one hundred eighty (180) days following the date of final payment under the contract for the Project, the County shall furnish the City with two (2) copies of its final and complete billing statement for all costs incurred in connection with the Utility Work and for the City's pro-rata share of the M&MOT, such statement to follow as closely as possible the order of the items contained in the job estimate. The final accounting will show the following with regard to the Project and the Utility Work: a description of the work and the site; the date on which the first work was performed and the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. All cost records and accounts maintained by the County or their consultant managing construction of the Project shall be subject to audit by a representative of the City within three (3) years after acceptance of the Project.

13. Should either party be required to file litigation to enforce any terms or provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorneys' fees and court costs.

14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

16. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF TALLAHASSEE

Attest:

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

By: _____
Reese Goad, City Manager

Date: _____

Approved as to form:

By: _____
Kristen Coons McRae
Assistant City Attorney

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long, County Administrator

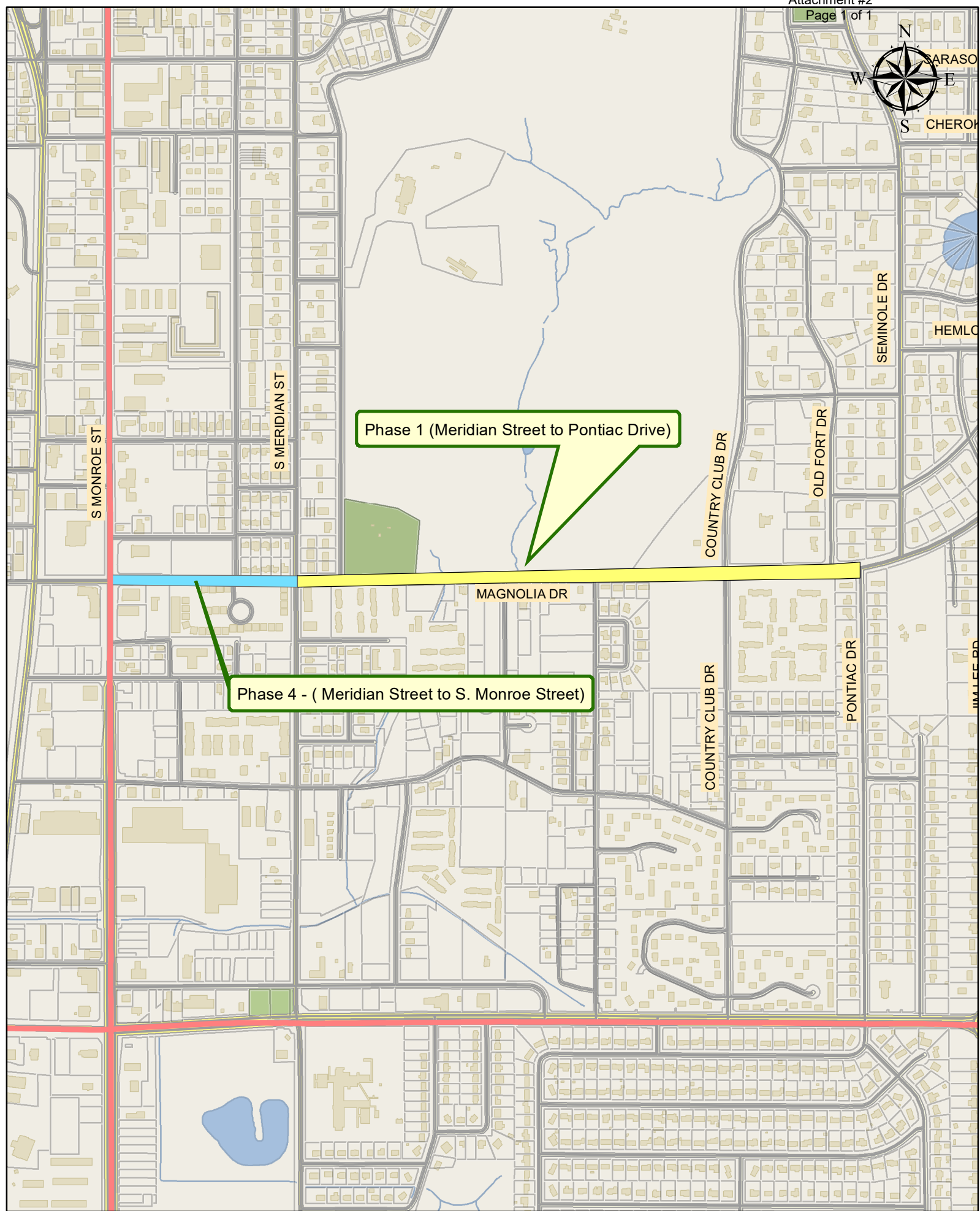
Date: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

By: _____

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: _____
Daniel J. Rigo, Senior Assistant County Attorney



Phase 4 - (Meridian Street to S. Monroe Street)

Phase 1 (Meridian Street to Pontiac Drive)

S MERIDIAN ST

S MONROE ST

MAGNOLIA DR

COUNTRY CLUB DR

OLD FORT DR

SEMINOLE DR

HEMLOCK DR

PONTIAC DR

COUNTRY CLUB DR

**Leon County
Board of County Commissioners
Notes for Agenda Item #9**

Leon County Board of County Commissioners

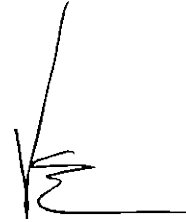
Agenda Item #9

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Interlocal Agreement with the City of Tallahassee for the Woodville Sewer System 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 of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator

Statement of Issue:

This item seeks Board approval of an Interlocal Agreement with the City of Tallahassee that outlines the roles and responsibilities of each party to support the construction and transfer of the Woodville Wastewater System. The wastewater collection system will be designed, permitted, and constructed by Leon County and, upon completion, transferred to the City of Tallahassee for ownership, operation, maintenance, repair and replacement.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the Interlocal Agreement between Leon County and the City of Tallahassee for the Provision of Water and Sewer Service to Woodville Rural Community (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks the Board's approval of an Interlocal Agreement with the City of Tallahassee that outlines the respective roles and responsibilities of each party to support the design, permitting, construction, transfer, ownership, operation, maintenance, repair and replacement of the Woodville Wastewater System.

The Woodville project advances the following FY2017-FY2021 Strategic Initiatives and Bold Goal:

- *Implement the adopted Basin Management Action Plan (BMAP) for Wakulla Springs including bringing central sewer to Woodville and implementing requirements for advanced wastewater treatment. (2016-13)*
- *Reduce nitrogen impacts in the PSPZ (Primary Springs Protection Zone) by identifying cost-effective and financially feasible ways including:*
 - *Develop a septic tank replacement program. (2016-23A)*
 - *Evaluate requiring advanced wastewater treatment (AWT) for new construction. (2016-23B)*
- *Upgrade or eliminate 500 septic tanks in the PSPZ. (BG2)*

These particular Strategic Initiatives align with the Board's Environment Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*

During the June 20, 2017 Budget Workshop (and ratified at the July 11, 2017 meeting) the Board approved funding the design and engineering for the Woodville Sewer System project through the acceptance of a \$1.5 million Springs Restoration Grant from the Northwest Florida Water Management District and the commitment of \$1.5 million in matching funds from the County. Based on the engineer's preliminary construction estimates, the project addresses 1,000 septic tanks and was approved by the County and Florida Department of Environmental Protection at the October 23, 2018 meeting. The project focuses on the denser developed areas in Woodville most suitable for sewer connections.

A separate agenda item will be presented to the Board at the September 29, 2020 meeting to accept a \$3.75 million grant from the State (with an associated \$3.75 million match from the County) for construction of Phase IA of the Woodville Sewer project. Phase IA will address 218 systems. Funding for remaining phases is subject to Legislative appropriation of infrastructure funding for water quality and springs restoration each year. The proposed Interlocal Agreement will apply to all phases of the project.

Analysis:

The proposed Interlocal Agreement with the City of Tallahassee (Attachment #1) outlines the roles and responsibilities of each party to support the construction and transfer of the Woodville Sewer system including these basic terms:

- The County will design, permit and build a sewage collection system in the Woodville Rural Community, subject to review and approval of the City.
- The County will convey ownership to the City and the City will be responsible for perpetual operation, maintenance, repair and replacement of the collection system.
- As an incentive to homeowners to connect to the sewer system, the County will pay the sewer systems charges for all taps provided in the project area. The City will reduce the sewer system charge by one-third for these connections.
- Should the County become aware of any failing septic system in the area, the County agrees to notify the City and the Health Department.
- All new construction in the service area will be required to connect to the sewer system.
- Any resident on a private well must connect to City water in order to connect to City sewer, if the water line is available.
- Residents may connect after completion of the grant project at their own expense.
- No resident will be required to connect (unless as noted above).
- Properties which are not connected to the sanitary sewer system will be assessed a readiness to serve charge. Includes dispute resolution provisions.
- Eleven properties which do not have a City utility account will be assessed the annual equivalent sewer readiness to serve charge or the sewer service charge as a non-ad valorem assessment on the property owner's annual tax bill in accordance with Florida Statutes.

The County Attorney's Office has approved to form the final proposed Interlocal Agreement included as Attachment #1. Staff recommends Board approval of the Interlocal Agreement and authorize the County Administrator to execute.

Options:

1. Approve the Interlocal Agreement between Leon County and the City of Tallahassee for the Provision of Water and Sewer Service to Woodville Rural Community (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the Interlocal Agreement between Leon County and the City of Tallahassee for the Provision of Water and Sewer Service to Woodville Rural Community.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Interlocal Agreement between Leon County and the City of Tallahassee for the Provision of Water and Sewer Service to Woodville Rural Community

INTERLOCAL AGREEMENT FOR THE PROVISION OF WATER AND SEWER
SERVICE TO WOODVILLE RURAL COMMUNITY

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County is the sole local governmental entity to authorize the planning, construction and operation of central water systems and sewage disposal systems within the unincorporated area of the County and will provide such services when it deems it appropriate; and,

WHEREAS, the County has recognized a long-standing problem in the Woodville Rural Community: onsite sewage treatment and disposal systems "(OSTDS)" currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, has identified areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund the design of a central sewage collection system to serve the Woodville Rural Community in those areas as identified in Exhibit "A" attached hereto and incorporated herein by this reference (the "Woodville Project Area"); and

WHEREAS, the Woodville Project Area is located within the Wakulla Springs Primary Springs Protection Zone; and,

WHEREAS, the County has received indications from the Florida Department of Environmental Protection that funding will be provided for the County to construct the sewage collection system after completion of design;

WHEREAS, the County has determined that it is in the best interests of the citizens of the Woodville Project Area that sewer service be provided to the properties in that area by the City of Tallahassee; and,

WHEREAS, the Woodville Project Area lies within the City water and sewer franchise areas; and,

WHEREAS, the Woodville Project Area is within the Woodville Target Area identified in the City Master Sewer Plan adopted in February 2016;

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Recitals; Effective Date.

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. This Agreement shall commence upon full execution hereof by both parties. Funding is available only for design services, and the parties shall proceed with undertaking their respective responsibilities in that regard pursuant to the terms, and subject to the conditions, set forth in this Agreement. The construction provisions of this Agreement will only be applicable if and when the County receives sufficient funding for construction.

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new central sewage collection system to serve the Woodville Project Area ("Sewer System"). The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point in the Marpan Sewer Collection System, as identified on Exhibit "A," on the existing City central sewage collection system.
2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. The County may submit to the City for review and approval alternative design and construction requirements that meet State of Florida requirements and meet the intent and function needed in the City central sewage collection system; however, the City shall have sole discretion to approve or disapprove the County's alternative design and construction submittals. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible. The County may propose to phase construction of the Sewer System to meet funding schedules. Any proposed phasing will be subject to the limitations presented by physical requirements for adequate flow, odor control, and operational constraints. The County shall obtain City approval for any proposed phasing prior to completing design of the proposed first phase and before completing design of any subsequent phase where a later phase is proposed.
3. The City is intended to be a third-party beneficiary of the contracts for construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the contractor shall be directly liable to the County and the City for the proper and

timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to construction, materials and equipment are assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the right of way line and that easements for such piping are not required and will not be accepted.

4. For each parcel located within the Woodville Project Area, regardless of whether the parcel will be connected to the Sewer System while it is under construction, the County will install, sewer taps and will construct, to the property line, the associated gravity sewer service laterals for each such parcel. The County will use its best efforts to have property owners in the Woodville Project Area agree to connect to the Sewer System while it is under construction. The County will extend the sewer lateral or grinder pumping system as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels where the owner agrees to connect to the Sewer System while it is under construction. The City will not own or be responsible for maintenance activities for grinder pumping systems installed by the County.

5. For any parcel located within the Woodville Project Area that (i) is not currently connected to the central water system serving the Woodville Project Area ("Water System"), (ii) has an adjacent water main available for connection to the Water System, and (iii) has an agreement to be connected to the Sewer System and Water System while the Sewer System is under construction, the County, or its Contractor, will, at no cost to the City, install water taps to the water main and will construct, to the property line, the associated water service lines for each such parcel meeting these three criteria. The County will use its best efforts to have property owners in the Woodville Project Area agree to connect to the Water System while the Sewer System is under construction. For any such parcels, the County will extend the water service line as necessary to complete the connection to the Water System, from the property line to the residence or other structure.

Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or approved phase thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to the Woodville Project Area. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement to provide sewer service until the City has accepted the Sewer System or Phase thereof, as applicable, for ownership, operation, and maintenance. The City will not unreasonably withhold acceptance of the completed Sewer System or Phase thereof, for ownership, operation, and maintenance.

2. Upon completion of any water service connections to the Water System by the County, and compliance with City specifications and requirements, the City shall accept the water service connection from the main to the meter of the connecting property owner, including any easements necessary for ownership, operation, maintenance, repair, and replacement of the water service. In cases where there will be remote metering, the City shall accept the water service connection from the main to the property line. Any back flow devices required for remote metering will not be owned or maintained by the City.

3. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

4. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside the Woodville Project Area.

5. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the Water System, if the Water System is available. Sewer service is considered available if the property owner's parcel is adjacent to a right-of-way or easement where sewer service is present and accessible via gravity; the system has been accepted by the City; and the property owner has been notified by the City that sewer service is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any building permits for new construction within the Woodville Project Area if the completed Sewer System, or phase thereof, available to serve the new construction area has been accepted by the City unless the new construction is proposed to be connected to the completed Sewer System.

5. Should the County become aware of a failing septic system in the Woodville Project Area, the County agrees to notify the City and the Health Department.

Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of construction and acceptance for ownership by the City of any phase of the Sewer System, the County will pay to City the sewer System Charges for each parcel for which a tap was installed within that phase, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of System Charges in this manner, the City will reduce the System Charge applicable to the Woodville Project Area parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System.

4. The City will bill recurring sewer service charges in the Woodville Project Area through a metered City water or electric utility account if an account exists for a metered City utility service. If a property owner does not have a metered City water or electric utility account, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service or a partial year of readiness-to-serve charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability, or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service or readiness-to-serve charges not previously assessed or collected. The sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection, if such connection is made. The County will ensure that all charges related to sewer service or readiness to serve will be assessed within two years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Woodville Project Area. The City is responsible for ensuring such information is accurate, including but not limited to the dates of

connection and the rates for each parcel. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Woodville Project Area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit to the City the full amount of the charges that should have been assessed.

8. The County agrees to use all the collection procedures available to it pursuant to Section 125.01, Florida Statutes, and Section 197.3632, Florida Statutes, to collect and remit to the City the assessed sewer charges from each property within the Woodville Project Area.

Section 6. Dispute Resolution.

1. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section.

2. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

3. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.

4. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed

upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a) Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.

b) Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.

c) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

Section 7. General Provisions.

1. Governing Law and Venue. This Agreement shall govern 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.

2. 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.

3. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

4. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. 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.

6. 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.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. 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.

9. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a charter county and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. 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.

11. 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.

12. 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 Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community as of the date written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE, FLORIDA

By: _____
Vincent S. Long
County Administrator

By: _____
Reese Goad
City Manager

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

ATTEST:

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

By: _____

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

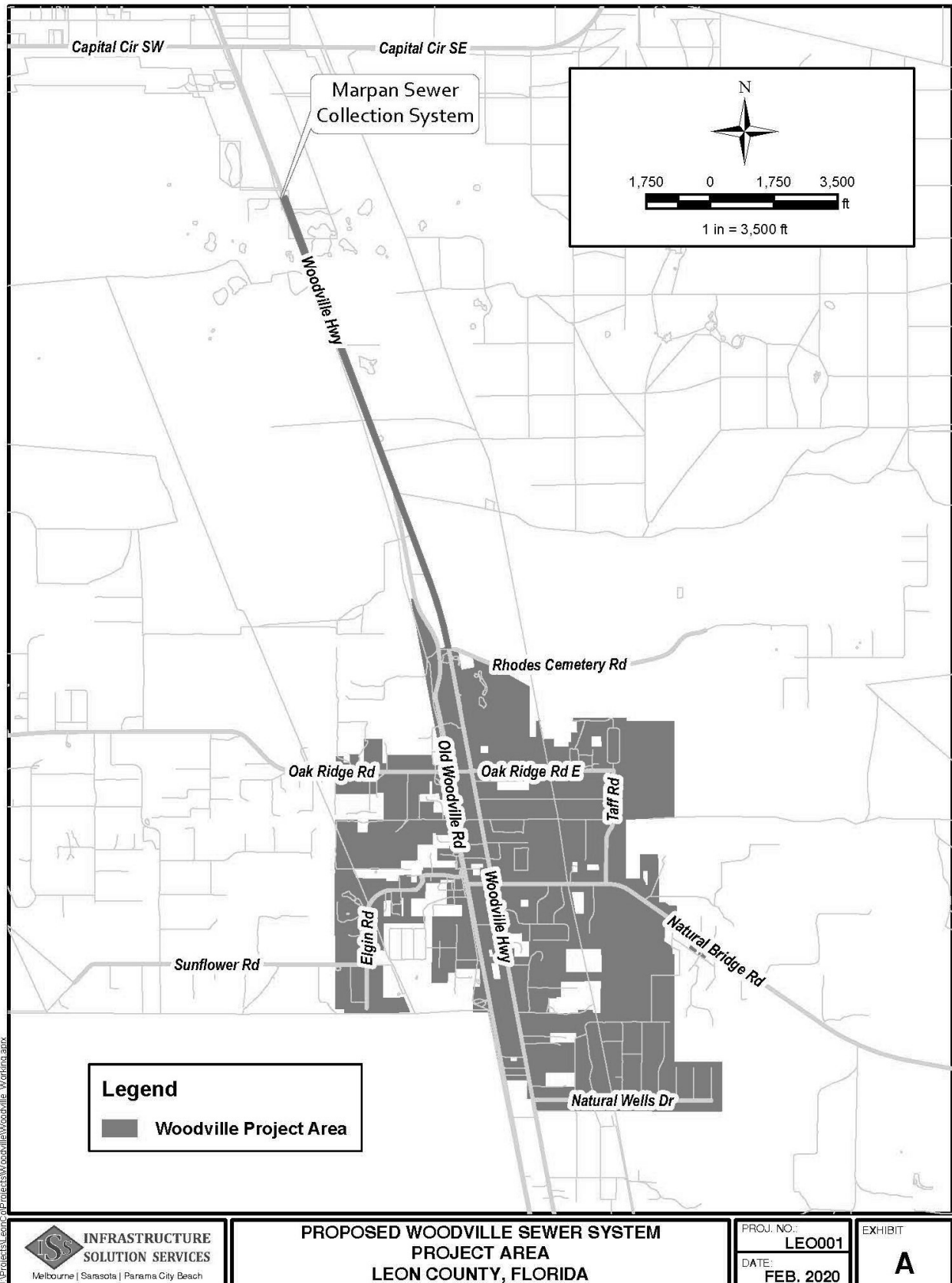
APPROVED AS TO FORM:
City Attorney's Office

By: _____

By: _____
City Attorney

Exhibit "A"

Woodville Project Area



**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

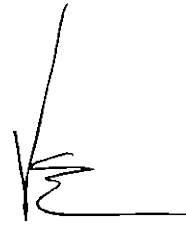
Leon County Board of County Commissioners

Agenda Item #10

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Centers for Disease Control Hurricane Relief Crisis Mosquito Control Grant

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., Public Works Director
Lead Staff/ Project Team:	Andrew Riley, Director of Operations Glen Pourciau, Stormwater Superintendent

Statement of Issue:

This item seeks Board acceptance of a Centers for Disease Control and Prevention Hurricane Relief Crisis Mosquito Control grant in the amount of \$15,000. This grant will support community clean-up efforts aimed at reducing mosquito breeding sites in Leon County.

Fiscal Impact:

This item has a fiscal impact. The associated grant in the amount of \$15,000 is a reimbursable grant. There is no County match requirement. All grant funds must be expended before December 31, 2020.

Staff Recommendation:

Option #1: Accept the Centers for Disease Control and Prevention grant in the amount of \$15,000 and authorize the County Administrator to execute any grant documents subject to legal review by the County Attorney.

Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment 1).

Report and Discussion

Background:

This item seeks Board acceptance of a Centers for Disease Control (CDC) and Prevention Hurricane Relief Crisis Mosquito Control grant in the amount of \$15,000. In December 2018, staff was contacted by the Florida Department of Agriculture and Consumer Services (FDACS) to determine interest in receiving funding from the federal government to assist in hurricane mitigation through community clean-up events (Attachment #2). FDACS gathered requests from Mosquito Control programs throughout Florida with regard to neighborhood clean-up efforts to reduce mosquito breeding locations within communities. On August 4, 2020 staff was notified that Leon County had been approved for up to \$15,000 in grant funding (Attachment #3).

To ensure the County maximizes grant leveraging opportunities, the Office of Management and Budget (OMB) coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. These efforts include contacting and communicating with previous funders for any new or forthcoming grant opportunities. Through timely submittals of reporting and invoices as well as satisfactory compliance with grant closeouts as well as on-site and desk monitoring by the granting agencies, Leon County has proactively positioned itself as a responsive and accountable funding partner. Because of this accountability, agencies often contact Leon County when grant funds become available. In addition, the County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities and OMB routinely monitors the federal Grants.gov portal for granting opportunities. The County aggressively seeks state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. With receipt of the CARES Act funding, the total County grant leverage ratio is \$7.28 to \$1; excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$32.14 to \$1.

Analysis:

The CDC will reimburse Leon County up to \$15,000 for expenses related to community clean-up efforts to reduce mosquito breeding locations. Eligible expenses for reimbursement include, but are not limited to, the following: rental of dumpsters, hauling of debris, rental of large equipment for the movement of debris, advertisement for community clean-up events, personnel costs and personal protective equipment (PPE) used during clean-ups. The PPE supplies for personnel performing clean-ups can include items such as plastic garbage bags, safety glasses, plastic gloves, aprons, insect repellent, etc.

The grant funding will be used within Mosquito Control's normal operations, specifically addressing areas that have been identified as breeding locations. Areas will be identified through routine staff inspections and those reported by citizens. Mosquito Control will seek reimbursement for personnel and operating costs associated with the clean-ups. All grant funds will be expended by the December 31, 2020 grant deadline.

Options:

1. Accept the Centers for Disease Control and Prevention grant in the amount of \$15,000 and authorize the County Administrator to execute any grant documents subject to legal review by the County Attorney.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #1).
3. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Resolution and associated Budget Amendment Request
2. December 2018 Grant Announcement
3. Grant Award Notification

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 29th day of September, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

BY: _____

FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB20034
Date: 9/11/2020

Agenda Item No: _____
Agenda Item Date: 9/29/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail

Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
125	924020	331611	000	CDC Hurricane Relief Mosquito Control Grant	-	15,000	15,000
Subtotal:						15,000	

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
125	924020	51200	562	Regular Salaries & Wages	-	15,000	15,000
Subtotal:						15,000	

Purpose of Request

This budget amendment appropriates \$15,000 as a reimbursable grant with no match requirement. The Florida Department of Health serves as the pass through entity for this Center for Disease Control and Prevention Hurricane Relief Crisis Mosquito Control Grant. Funds will be used for the staff inspections and reduction efforts in areas that have been identified as breeding locations.

Division/Department

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒

Motion ☐

Administrator ☐

Roshaunda Bradley

From: Glen Pourciau
Sent: Monday, February 24, 2020 1:37 PM
To: Roshaunda Bradley
Subject: Fw: Hurricane Relief Funding (Crisis CoAg)

Follow Up Flag: Follow up
Flag Status: Completed

From: Leveen, Eric <Eric.Leeven@freshfromflorida.com>
Sent: Tuesday, December 18, 2018 9:54 AM
To: Fred Wakefield <fwakefield@baycountyfl.gov>; floyd@cityofcottondale.net <floyd@cityofcottondale.net>; mccoos@cityofmarianna.com <mccoos@cityofmarianna.com>; james Clauson(jamesclauson@comcast.net) <jamesclauson@comcast.net>; Padraic Juarez <Padraic.Juarez@flhealth.gov>; townmgrconnie@gmail.com <townmgrconnie@gmail.com>; Dewitt Poulous <mosquitofc@gtcom.net>; Austin Horton <ahorton@gulfcounty-fl.gov>; Glen Pourciau <PourciauG@leoncountyfl.gov>; director@swcmcd.org <director@swcmcd.org>; LeeDuke <leedhcmc@yahoo.com>
Cc: Adriane Rogers <Adriane.Rogers@freshfromflorida.com>; Marah Clark <Marah.Clark@freshfromflorida.com>
Subject: Fw: Hurricane Relief Funding (Crisis CoAg)

All,

Please see the message below from our Bureau Chief, Adriane Rogers, concerning a funding source for Mosquito Control Programs to conduct Community Cleanup aimed at reducing breeding sites of mosquitoes in your communities.

This is a great opportunity and an easy way to receive funding that will help make mosquito control more manageable through the year.

Please respond, YES or NO as soon as possible, if you are interested in receiving these funds.

Thanks,

-Eric

Eric LeVeen
Environmental Specialist III
Entomology & Pest Control Section
Bureau of Scientific Evaluation and Technical Assistance
Division of Agricultural Environmental Services
Florida Department of Agriculture and Consumer Services

(850) 617-7936 – Office
(850) 508-7159 - Cell
Eric.Leeven@FreshFromFlorida.com

The Conner Building, Lab 6
3125 Conner Boulevard

Tallahassee, FL 32399

www.FreshFromFlorida.com

Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential pursuant to the laws of the State of Florida.

From: Rogers, Adriane

Sent: Tuesday, December 4, 2018 4:31 PM

Cc: Efstathion, Caroline; Gill, Caitlin; Lamberg, Frieda; Leveen, Eric; Pierre-Saint, Ashley; Welch, Johanna; Clark, Marah

Subject: Hurricane Relief Funding (Crisis CoAg)

Good afternoon,

It appears that FDOH has made some headway in identifying authority to begin work on several (unfortunately not all) of the projects I had originally submitted a proposal for coming from the CDC's Crisis CoAg/ Hurricane Relief funding we have been talking about for the past 9 months!

I need your help! Florida has received \$500,000 to conduct *community clean-up efforts* throughout the state. Because, as you all well know, debris left unattended serves as water holding receptacles which are the preferred oviposition habitats of certain vector mosquitoes.

This funding would include contracts to Mosquito Control Programs (MCPs) in FL to cover expenses related to community clean-up efforts including, but not limited to the following: rental of dumpsters, hauling of debris, personnel costs, rental of large equipment for movement of debris (dump trucks, clam trucks, skid steers, crew trucks, etc.). Contracting with local MCPs would also include funding to cover staff time for individuals involved in clean-up efforts, advertise community cleanup events on message boards and to be used for PPE during cleanups. The PPE supplies for personnel performing clean-ups can include items such as plastic garbage bags, safety glasses, plastic gloves, aprons, insect repellent, etc.. This project was not intended for waste tire removal specifically, as a separate project was approved that covers waste tire removal and tire amnesty events (more information on this to come at a later date!). However, that is not to say that tire removal could not be included in these community clean-up efforts.

Funding could be reimbursable for expenditures from the time period of this grant or could be provided as an advance payment to the MCP for those programs that do not have the funds to cover expenses up front and then be reimbursed.

****What I need from each of you is the following; please let me know if this is something your program would like to take advantage of by COB next Tuesday, December 11th.** I do not need a dollar amount or proposed budget, I just need to make a list of the programs wanting to perform community clean-up efforts with these funds. I know this is a very quick turn-around and I very much appreciate your flexibility and responsiveness. I will rely on our regional staff to follow up with you to compile a list of programs interested in this opportunity. If you do not wish to participate and work with FDOH for funding toward this effort, please communicate this to us as well so that we can ensure that we have an exhaustive list of interested programs.**

As for the remaining projects, FDOH intends to ask the Legislature for authority to spend the money in January. If the appropriate amount of authority is not granted at that time, they would submit a Legislative

Budget Request mid-2019 for the 2019/2020 state fiscal year starting July 1st. We will keep you updated with any new information we receive. Thank you very much,

Adriane

Adriane N. Rogers

Chief, Bureau of Scientific Evaluation and Technical Assistance
Division of Agricultural Environmental Services
Florida Department of Agriculture and Consumer Services

(850) 617-7929 - Office

(850) 617-7969 - Fax

Adriane.Rogers@FreshFromFlorida.com

The Conner Building, Lab 6
3125 Conner Boulevard
Tallahassee, FL 32399

www.FreshFromFlorida.com

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JIMMY PATRONIS
FLORIDA'S CHIEF FINANCIAL OFFICER

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Purchase Order Information

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Summary

Agency Name: DEPARTMENT OF HEALTH

Purchase Order Number: B7C186

Purchase Order Title: 008 FY20/21 -Leon County Domestic Mosquito
Control for Zika Virus Clean up-EA

Vendor Name: BOARD OF COUNTY COMMISSIONERS L

Total Purchase Order Amount: \$15,000.00

Total Budgetary Amount: \$15,000.00

Total Payment To Date: NA

Order Date: 09/01/2020

Details

Deliverables

Payments

Documents

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MORE	LINE ITEM NUMBER ▲	COMMODITY TYPE	STATE TERM CONTRACT ID	AGENCY SOLICITATION NUMBER	QUANTITY	UNIT PRICE	TOTAL UNIT PRICE
<input type="checkbox"/>	1	Disease prevention or control services			15000.0000	\$1.0000	\$15,000.00

Services to provide domestic mosquito control for Zika Virus in Leon County

Line Item Description: Services to provide domestic mosquito control for Zika Virus in Leon County

Method of Procurement: Exempt, Services or Commodities provided by Governmental Agencies [s. 287. 057 (3) (f) 12, & s.287.057 (22), FS]

Line Split Details:

Split Accounting Line Number: 1

FLAIR Contract ID:

Org. Code and Description: 64673300000 - BUREAU OF EPIDEMIOLOGY

Object Code and Description: 131300 - CONSULTING SERVICES - GENERAL

Account Code: 64-20-2-261009-64200200-00-100777-00

Split Amount: \$15,000.00

Displaying 1 to 1 of 1

Leon County
Board of County Commissioners
Notes for Agenda Item #11

Leon County Board of County Commissioners

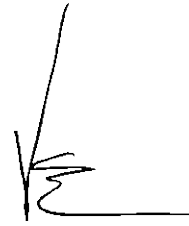
Agenda Item #11

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on Leon County's Fertilizer Ordinance



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	John Kraynak, Director, Environmental Services Nawfal Ezzagaghi, Deputy Director, Environmental Services Emily Pepin, Assistant County Attorney

Statement of Issue:

This item seeks Board approval to prepare an update to the County's Fertilizer Ordinance in accordance with the State of Florida's Model Ordinance.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Status Report on Leon County's Fertilizer Ordinance and direct staff to draft changes to update the Ordinance in accordance with the State Model Ordinance.

Report and Discussion

Background:

On July 14, 2020, the Board directed staff to review Leon County's fertilizer regulations and determine whether an update is needed. This item seeks Board approval of modifications to the County's Fertilizer Ordinance in accordance with the State of Florida's Model Ordinance. Since adoption of the County's current Ordinance, the State Model Ordinance has been updated. Based upon an analysis of the model ordinance, there are three general areas that require updating: definitions and references, application rates and applicator certification expiration which are explained in detail in the analysis.

At its May 12, 2009 workshop regarding on-site sewage disposal systems, the Board directed staff to draft a Fertilizer Ordinance to implement Policy 4.2.5:5. of the Conservation Element of the Comprehensive Plan, which requires the County to "restrict fertilizer content and application rates within the Primary Springs Protection Zone (PSPZ)" for Wakulla Springs. In addition, the State of Florida mandates that each county and municipal government located within a watershed of a water body or water segment that is listed as impaired by nutrients shall, at a minimum, adopt the Florida Department of Environmental Protection's Model Ordinance for Florida-Friendly Fertilizer Use On Urban Landscapes. It was determined that the improper use of fertilizers on lands within the unincorporated areas of the County contributed to adverse effects on surface and/or groundwater. Limiting the amount of fertilizer applied to the landscape will reduce the risk of nutrient enrichment of surface and groundwaters, which can cause water quality problems.

At the October 13, 2009 Public Hearing, the Board adopted a Fertilizer Ordinance consistent with the State's Model that applies to the unincorporated area of the County (Attachment #1). There have been no changes to the Ordinance No. 09-34 since its adoption. The Fertilizer Ordinance regulates the proper use of fertilizers by any fertilizer applicator within the unincorporated area of the County, provides maximum fertilizer application rates, provides fertilizer free zones and low maintenance zones, requires proper training for the commercial and institutional fertilizer applicators, and provides for certification of commercial and institutional fertilizer applicators. It should be noted that the County is preempted from regulating fertilizer applications on agricultural lands, as those properties are regulated by best management practices instituted by the Florida Department of Agriculture and Consumer Services.

Training and certification is provided by the University of Florida/Leon County Cooperative Extension Office. The training material includes, at a minimum, the most current version of the "Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, October 2010" and all of the provisions of the Fertilizer Ordinance. There have been approximately 825 certifications issued since the Ordinance adoption.

Certification is not required for noncommercial applicators such as residential property owners. There is an underlying assumption that if the noncommercial applicator follows the labeled application rate directions on the fertilizer product, they will be in compliance with the Ordinance. The labeling on fertilizer products must meet State labeling requirements that comply with the application rates of the Ordinance.

Analysis:

The County's current Fertilizer Ordinance was based on the State of Florida Model Fertilizer Ordinance as it existed in 2009. Since adoption of the County's current Ordinance, the State Model Ordinance has been updated. Staff reviewed the current State Model Ordinance to determine what opportunities may exist to improve the County's Fertilizer Ordinance and ensure consistency with the state model. Based upon staff's analysis, there are three general areas that require updating: definitions and references, application rates and applicator certification expiration.

Definitions and References

There have been updates to the definitions associated with the Fertilizer Ordinance. For example, the "Commercial fertilizer applicator" definition now has an exemption for yard workers who apply fertilizer only to individual residential properties using fertilizer and equipment provided by the residential property owner or resident to comply with Chapter 482.1562(9), Florida Statutes. There are new definitions for "saturated soil" and "slow release" fertilizer. "Saturated soil" is used in the fertilizer prohibition period. "Slow release" is a requirement when readily available nitrogen fertilizer is applied in a quantity greater than 0.7 pounds per 1,000 square feet.

There are references in the Model Ordinance that have been added and updated that need to be reflected in the County's Ordinance. For example, the Florida Green Industries Best Management Practices for Protection of Water Resources in Florida was updated from June 2002 to 2008. There are new references that have been added, such as for evidence of certification for commercial applicators per 5E-14.117(18) Florida Administrative Code (F.A.C.). Staff proposes to update all the definitions and references for consistency with the State Model Ordinance.

Application Rates

The annual nitrogen fertilization limits for Zoysia lawns should be reduced from 3-5 pounds of nitrogen per 1,000 square feet to 2-3 pounds of nitrogen per 1,000 square feet to be consistent with the Model Ordinance. The nitrogen limits for Bahia, Bermuda, Centipede and St. Augustine grasses are proposed to remain the same. There are also new limitations based on seasons. No more than 2 pounds of nitrogen per 1,000 square feet can be applied in the spring and summer and no more than 1 pound of nitrogen per 1,000 square feet can be applied in the fall. Fertilization can only be applied to actively growing turf, meaning winter applications are prohibited. These are important modifications that were changed in Rule 5E-1.003(2), F.A.C. that are recommended to be included in the County's Fertilizer Ordinance.

Applicator Certification Expiration

In accordance with Florida Statutes, the commercial fertilizer applicator certification expiration timeframe was increased from three years to four years. Staff recommends changing this in the County's Ordinance to comply with the Statute and for consistency with the City of Tallahassee's Ordinance, which has already been amended to reflect four years.

Consistency with City of Tallahassee Regulations

Staff reviewed the City of Tallahassee's Fertilizer Ordinance and found that all of the updates referenced above are currently included in the City's Ordinance; therefore, if the aforementioned updates are made to the County's Fertilizer Ordinance, the two Ordinances will be equivalent. This would simplify county-wide requirements for applicators, promote compliance by homeowners and landscape professionals.

Other Considerations

Staff reviewed several Fertilizer Ordinances adopted by several other Florida counties and found that the majority have adopted the State Model Ordinance similar to both Leon County's and the City's Fertilizer Ordinances. In some instances, local governments have gone beyond the State Model Ordinance. Florida Statutes allow more stringent standards for surface waters impaired by nutrients but require science-based documentation that nutrients are a significant cause for the impairment. Several counties with significant, well documented impairments have implemented requirements covering two main areas: slow release fertilization and fertilization prohibition requirements during summer months.

Slow Release Fertilization

Slow release fertilization is defined as nitrogen in a form which delays and extends its availability for plant uptake and use after application. The current State Model Ordinance and Leon County's Ordinance do not specifically require a minimum percentage of slow release fertilizer; however, most fertilizer products on the market have a slow release component. Vigoro, for example, has a product with a 65% slow release component and Milorganite is nearly all slow release.

Staff contacted jurisdictions that have adopted a slow release requirement and found that enforcement was extremely difficult. Pinellas County was the first to adopt a 65% slow release requirement and mandated that retail suppliers not sell fertilizer products that do not meet this requirement. This caused significant controversy which resulted in the Legislature adopting a prohibition against removal of any fertilizer products from the shelf. Pinellas County is the only jurisdiction that was grandfathered in before the Legislature enacted the prohibition. All other jurisdictions that have a slow release requirement cannot mandate that non-slow release fertilizer be removed from the retail shelf. As an alternative, these jurisdictions use a public education program to promote slow release fertilizer.

Staff is not recommending a slow-release requirement at this time. There is already a slow release requirement if nitrogen is applied at an application rate above 0.7 pounds of nitrogen per 1,000 square feet, and most of the products on the market have a slow-release component. Staff recommends further public outreach through the website to promote slow-release fertilizer use. The Leon County Cooperative Extension Office already recommends a 30% slow-release fertilizer in their training and commercial fertilizer applicator certification program. The City's "Think About Personal Pollution" (TAPP) fertilizer brochure also recommends 30% slow-release consistent with University of Florida/Institute of Food and Agricultural Sciences (IFAS) recommendations.

Fertilization Prohibition Periods

Several counties have adopted a prohibition period for nitrogen (N) and phosphorus (P) fertilization during a restricted season from June 1 to September 30 but have found it to be a controversial decision. The concept prohibits fertilizer use during the summer months when there are heavy rainfall periods that could wash the fertilizer downstream to surface waters. The argument against the prohibition is that the optimal time to fertilize turfgrass are the same summer months when the turfgrass is growing and needs the nutrients to provide a healthy cover. Inability to apply the fertilizer during these months can result in soil erosion, loss of ability to filter stormwater runoff and could allow weed encroachment. There has been no study to document the effectiveness of a prohibition period.

Most counties with adopted prohibition periods are located further south where there is a year-round growing season. These counties have documented the surface water impairment to justify the additional requirement. Seminole County, for example, documented in a Basin Management Action Plan (BMAP) that urban fertilizer was the second highest contributor (26%) to impairment of the Wekiva River. By comparison, the Wakulla River BMAP estimated a 10% contribution from urban fertilizer. Staff is not currently recommending a fertilization prohibition period in Leon County.

Summary

Based on the analysis contained above, staff recommends updating the County's Fertilizer Ordinance to be consistent with the State Model Ordinance and the City of Tallahassee's Fertilizer Ordinance. Should the Board approve such action, a draft Ordinance would be presented to the Science Advisory Committee (SAC), the Advisory Committee for Quality Growth (ACQG), and the Water Resources Committee (WRC) for review and comment.

Options:

1. Accept the Status Report on Leon County's Fertilizer Ordinance and direct staff to draft changes to update the Ordinance in accordance with the State Model Ordinance.
2. Do not accept the Status Report on Leon County's Fertilizer Ordinance and do not direct staff to draft changes to update the Ordinance in accordance with the State Model Ordinance.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Fertilizer Ordinance No. 09-34 as adopted October 13, 2009

ORDINANCE NO. 09- 34

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, BY ADDING A NEW ARTICLE XIV, TO REGULATE THE USE OF FERTILIZER WITHIN THE UNINCORPORATED AREAS OF THE COUNTY; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, as a result of impairment to Leon County's surface waters caused by excessive nutrients under the Florida Impaired Waters Rule, or, as a result of increasing levels of nitrogen in the surface and/or ground water within the aquifers or springs within the boundaries of the unincorporated areas of the county, the Leon County Board of County Commissioners has determined that the improper use of fertilizers on lands within the unincorporated areas of the county contributes to adverse effects on surface and/or groundwater. Accordingly, the Leon County Board of County Commissioners find that additional measures than are otherwise required by the most recent edition of the "*Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, June 2002*" may be required by this ordinance. Furthermore, a violation of this ordinance is determined to be irreparable and irreversible.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

SECTION 1: Adding a new Article XIV to the Code of Laws of Leon County, Florida, as follows:

1 **ARTICLE XIV. FERTILIZER USE**

2 **Sec. 10-14.101. Purpose and Intent.**

3 This Article regulates the proper use of fertilizers by any fertilizer applicator; requires
4 proper training of commercial and institutional fertilizer applicators; establishes training and
5 licensing requirements; establishes a prohibited and restricted application period; specifies
6 allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones,
7 and exemptions. The Article requires the use of Best Management Practices that provide
8 specific management guidelines to minimize negative secondary and cumulative environmental
9 effects associated with the misuse of fertilizers. These secondary and cumulative effects have
10 been observed in and on the County's natural and constructed stormwater and drainage
11 conveyances, creeks, canals, springs, lakes, ponds, and other water bodies. Collectively, these
12 water bodies are an asset critical to the environmental, recreational, cultural and economic well
13 being of the County's residents and the health of the public. Overgrowth of algae and vegetation
14 hinder the effectiveness of flood attenuation provided by natural and constructed stormwater and
15 drainage conveyances. Regulation of nutrients contained in fertilizer will help improve and
16 maintain water and habitat quality.

17
18 **Sec. 10-14.102. Definitions.** The following words, terms and phrases, when used in this Article,
19 shall have the meanings ascribed to them in this Article, except where the context clearly
20 indicates a different meaning.

21 *Administrator* means the County Administrator, or designee.

22 *Application* or *apply* means the actual physical deposit of fertilizer to turf or landscape
23 plants.

1 Applicator means any person who applies fertilizer on turf and/or landscape plants in the
2 unincorporated areas of the county.

3 Best management practices under this Article means turf and landscape practices or
4 combination of practices based on research, field-testing, and expert review, determined to be the
5 most effective and practicable on-location means, including economic and technological
6 considerations, for improving water quality, conserving water supplies and protecting natural
7 resources.

8 County means the unincorporated areas of the county.

9 County approved best management practices training program means a training program
10 approved by the Administrator that includes at a minimum, a) the most current version of the
11 "Florida Green Industries Best Management Practices for Protection of Water Resources in
12 Florida, June 2002," as revised and, b) all of the provisions and requirements of this Article; or
13 c) an alternative training program under Section 10-14.111 of this Article.

14 Code enforcement officer, official, or inspector means any authorized agent or employee
15 of the County whose duty it is to ensure code compliance.

16 Commercial fertilizer applicator means any person who applies fertilizer on turf and/or
17 landscape plants in the County in exchange for money, goods, services or other valuable
18 consideration.

19 Fertilize, fertilizing, or fertilization means the act of applying fertilizer to turf, specialized
20 turf, or landscape plants.

21 Fertilizer means any substance or mixture of substances that contains one or more
22 recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or
23 provides other soil enrichment, or provides other corrective measures to the soil.

1 Institutional fertilizer applicator means any person, other than a non-commercial, or
2 commercial applicator (unless such definitions also apply under the circumstances), that applies
3 fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional fertilizer
4 applicators shall include, but shall not be limited to, owners and managers of public lands,
5 schools, parks, athletic fields, religious institutions, utilities, industrial or business sites and any
6 residential properties maintained in condominium and/or common ownership.

7 Landscape Plant means any native or exotic tree, shrub, or groundcover (excluding turf).

8 Lawn has the same definition as turf.

9 Low maintenance zone means an area a minimum of six (6) feet wide adjacent to
10 watercourses, which is planted and managed in order to eliminate the need for fertilization and
11 minimize the need for watering, mowing, etc.

12 Non-commercial fertilizer applicator means any person other than a commercial fertilizer
13 applicator or institutional fertilizer applicator who applies fertilizer on turf and/or landscape
14 plants, such as an individual owner of a single-family residential unit.

15 Pasture means land used for livestock grazing that is managed to provide feed value.

16 Person means any natural person, business, corporation, limited liability company,
17 partnership, limited partnership, association, club, organization, and/or any group of people
18 acting as an organized entity.

19 Prohibited application period means the time period during which a flood watch or
20 warning, or a tropical storm watch or warning, or a hurricane watch or warning, or a 3-day cone
21 of uncertainty is in effect for any portion of Leon County, issued by the National Weather
22 Service, or if heavy rain is expected.

1 Readily available nitrogen means the water-soluble fraction of formulated fertilizer
2 determined by the sum of the percentage of Nitrate and Ammoniacal Nitrogen plus Other Water
3 Soluble Nitrogen and/or Urea Nitrogen in the guaranteed analysis section of the label.

4 Turf, sod, or lawn means a piece of grass-covered soil held together by the roots of the
5 grass.

6
7 **Sec. 10-14.103. Applicability.**

8 This Article shall be applicable to and shall regulate any and all applicators of fertilizer
9 and areas of application of fertilizer within the unincorporated areas of the county, unless such
10 applicator is specifically exempted by the terms of this Article. This Article shall be applicable
11 to and shall regulate any and all application of fertilizer within the unincorporated areas of the
12 county unless otherwise provided in Article IV of Chapter 10 of the Leon County Land
13 Development Code (LDC). In case of a conflict between the requirements in Article IV of
14 Chapter 10, LDC, and this Article, the provisions in Article IV of Chapter 10, LDC, shall prevail.
15 This Article shall be prospective only, and shall not impair any existing contracts.

16
17 **Sec. 10-14.104. Timing of fertilizer application.**

18 No applicator shall apply fertilizers to turf and/or landscape plants during the prohibited
19 application period.

20
21 **Sec. 10-14.105. Fertilizer content and application rates; irrigation with reclaimed**
22 **wastewater.**

(a) Fertilizers applied to turf and/or landscape plants within the unincorporated areas of the county shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, *Labeling Requirements For Urban Turf*. Fertilizer content in reclaimed wastewater used for irrigation shall be applied in accordance with Section 10-14.105(d).

(b) Except as provided in Section 10-14.105(a), fertilizers shall be applied to turf and/or landscape plants at the lowest rate necessary. Nitrogen shall not be applied at an application rate greater than 0.7 lbs of readily available nitrogen per 1000 ft² at any one time based on the soluble fraction of formulated fertilizer, with no more than 1 lb total N per 1000 ft² to be applied at any one time and not to exceed the annual nitrogen recommendations in the Fertilization Guidelines for Established Turfgrass Lawns set forth below for convenience:

Fertilization Guidelines for Established Turfgrass Lawns within the unincorporated areas of the county:

<u>Species</u>	<u>Nitrogen recommendations</u> <u>(lbs N / 1000 ft² / year)</u>
<u>Bahia grass</u>	<u>2-3</u>
<u>Bermuda grass</u>	<u>3-5</u>
<u>Centipede grass</u>	<u>1-2</u>
<u>St. Augustine grass</u>	<u>2-4</u>
<u>Zoysia grass</u>	<u>3-5</u>

(c) Nitrogen fertilizer may not be applied to turf or landscape plants except as provided above unless a tissue deficiency has been verified by an approved test.

1 (d) The use of water from a reclaimed wastewater system must be in accordance with an
2 approved reclaimed wastewater reuse nutrient management plan. The plan shall contain, at a
3 minimum, the frequency and volume of application, restricted periods of application (if any),
4 application rates and required best management practices. If fertilizer other than that contained
5 in the reclaimed water is to be applied, the nutrient management plan shall show that the
6 cumulative nutrient loading does not exceed those established in this Article.

7
8 **Sec. 10-14.106. Impervious surfaces.**

9 Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
10 Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any
11 impervious surface shall be immediately and completely removed to the greatest extent
12 practicable. Fertilizer released on an impervious surface must be immediately contained and
13 either legally applied to turf or any other legal site, or returned to the original or other
14 appropriate container. In no case shall fertilizer be washed, swept, or blown off impervious
15 surfaces into stormwater drains, ditches, conveyances, or water bodies.

16
17 **Sec. 10-14.107. Fertilizer free zones.**

18 Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake,
19 drainage ditch, or wetland as defined by the Florida Department of Environmental Protection
20 (Chapter 62-340, Florida Administrative Code) or from the top of a retaining wall associated
21 with any of these features. If more stringent County Code regulations apply, this provision does
22 not relieve the requirement to adhere to the more stringent regulations.

1 See Article IV of Chapter 10 of the Leon County Land Development Code. Newly planted turf
2 and/or landscape plants may be fertilized in this zone only for the first sixty (60)-day
3 establishment period.

4
5 **Sec. 10-14.108. Low maintenance zones.**

6 A voluntary six (6) foot low maintenance zone is strongly recommended, but not
7 mandated, from any pond, stream, water course, lake, wetland or from the top of a retaining wall
8 associated with any of these features. A properly permitted swale/berm system is recommended
9 for installation at the landward edge of this low maintenance zone to capture and filter runoff.
10 No mowed or cut vegetative material should be deposited or left remaining in this zone or
11 deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products
12 in this zone. If more stringent County regulations apply, this provision does not relieve the
13 requirement to adhere to the more stringent regulations. See Article IV of Chapter 10 of the
14 Leon County Land Development Code.

15
16 **Sec. 10-14.109. Mode of application.**

17 Spreader deflector shields are required when fertilizing via rotary spreaders. Deflectors
18 must be positioned such that fertilizer granules are deflected away from all impervious surfaces,
19 fertilizer-free zones and water bodies, including wetlands.

20
21 **Sec. 10-14.110. Exemptions.**

22 The provisions set forth above in this Article shall not apply to:

1 (a) Bona fide farm operations as defined in the Florida Right to Farm Act, Section
2 823.14, F.S., provided that fertilizers are applied in accordance with the appropriate Best
3 Management Practices Manual adopted by the Florida Department of Agriculture and Consumer
4 Services, Office of Agricultural Water Policy for the crop in question.

5 (b) Other properties not subject to or covered under the Florida Right to Farm Act that
6 have pastures used for grazing livestock provided that fertilizers are applied in accordance with
7 the appropriate Best Management Practices Manual adopted by the Florida Department of
8 Agriculture and Consumer Services, Office of Agricultural Water Policy for the crop in question.

9
10 **Sec. 10-14.111. Training and certification; presence on site of trained applicator during**
11 **application of fertilizer.**

12 (a) Within 180 days of the effective date of this Article and every three years thereafter,
13 all applicators of fertilizer within the unincorporated areas of the county, other than private
14 homeowners on their own property, shall abide by and successfully complete a County-approved
15 best management practices training program as defined in this Article. Upon successful
16 completion and compliance with the requirements in this Article, a certificate of completion and
17 a certification card valid for a period of three years will be provided by the entity providing the
18 training. Persons working as employees and under the direct and physical supervision of
19 commercial applicators that hold a current certificate of completion and certification card shall
20 be exempt from the requirement to complete a County-approved best management practices
21 training program.

22 (b) At least one person holding a current County-approved best management practices
23 training Certificate shall be present at all times on any job site while applying fertilizer is in
24 progress.

1 (c) Homeowners, and any other applicators not otherwise required to be certified are
2 encouraged to follow the requirements of this Article as well as the recommendations of the
3 University of Florida IFAS Florida Yards and Neighborhoods program when applying
4 fertilizers.

5 (d) Persons holding a Certificate of Training issued in conjunction with the Florida Green
6 Industries Best Management Practices Program for protection of water resources in Florida; or,
7 other State approved certificate of training or, a certification issued by another local government,
8 that includes at a minimum "Florida Green Industries Best Management Practices for
9 Protection of Water Resources in Florida, June 2002," or newer as the basis for instruction, may
10 obtain certification by the County after contacting the County's Environmental Compliance
11 Division or designee and presenting proof of the currently active status of training as described
12 in paragraph (a) above, and attesting that he/she has received and read a copy of this Article.
13 The Environmental Compliance Division may adopt policies related to this exception, and shall
14 maintain a list of approved alternative training programs.

15
16 **Sec. 10-14.112. Enforcement**

17 It is the intent hereof that the administrative, civil, and criminal penalties imposed through
18 execution of this Article be of such amount as to ensure immediate and continued compliance
19 with this Article. This article shall be enforced by the Leon County Code Enforcement Board, as
20 set out in Chapter 6 of the Leon County Code of Laws, if the penalties in this subsection are not
21 collected within fourteen (14) days. A violation of this ordinance is determined to be irreparable
22 and irreversible, such that no action to cure the violation is possible and a penalty in the form of

1 a fine is warranted. Violation of any provision of this Article shall be subject to the following
2 penalties:

3
4 (a) First violation. Written notification and education.

5 (b) Second violation. Fifty dollars (\$50) for residential applicators applying fertilizer to
6 their own property and one hundred dollars (\$100) for commercial or institutional
7 fertilizer applicators.

8 (c) Third violation(s). One hundred dollars (\$100) for residential applicators applying
9 fertilizer to their own property and two hundred dollars (\$200) for commercial or
10 institutional fertilizer applicators.

11 (d) Fourth and subsequent violation(s). A minimum of one hundred dollars (\$100) for
12 residential applicators applying fertilizer to their own property and a minimum of two
13 hundred dollars (\$200) for commercial or institutional fertilizer applicators, not to exceed
14 one thousand dollars (\$1,000).

15 (e) Any applicator that violates the provisions of this Article may be responsible for the
16 County's costs of prosecution of any violation, including any costs to remedy or clean up
17 any environmental condition caused by an act, which constitutes a violation of this
18 Article;

19
20 **Sec. 10-14.113. Variances**

21 Any applicator of fertilizer regulated by the provisions of this Article may apply to the
22 Board of Adjustment and Appeals for a variance from the requirements of this Article.

23 (1) Standards and procedures. The applicant must identify the specific provisions of the
24 fertilizer regulations for which a variance is requested, and shall address the following:

1 (a) Whether, as a result of soil or tissue content at the point of the proposed application or
2 for other geographical, environmental or geological reasons or other circumstances, such person
3 should not be required to adhere to the strict provisions of this Article; and

4 (b) Whether such person is able and willing to use a less strict application method or
5 alternative materials or methods; and

6 (c) A plan for fertilizer application, including where the fertilizer will be applied, the
7 frequency of application, contents of fertilizer to be applied, and period of time for which the
8 variance is requested.

9 (2) Following receipt of the variance application, the Board of Adjustment and Appeals
10 shall, at a timely regularly scheduled meeting:

11 a. Approve the variance request or any portion thereof

12 b. Approve the variance request or any portion thereof subject to conditions

13 c. Disapprove the variance request, specifying the reasons therefore in writing; or

14 d. Continue consideration of the variance request to a time certain.

15 (3) Criteria for granting variance. The Board of Adjustment and Appeals may grant the
16 variance request if it determines that:

17 a. The applicant satisfactorily demonstrates that all practical alternatives have been
18 evaluated, and the soil or tissue content at the point of the proposed application is such that the
19 provisions of the fertilizer regulations create a hardship for the applicant; or

20 b. The applicant satisfactorily demonstrates that all practical alternatives have been
21 evaluated, and due to unique geographical, environmental or geological reasons or other unique
22 circumstances, the applicant should not be required to adhere to the strict provisions of the
23 fertilizer regulations; and

1 c. The applicant satisfactorily demonstrates that its plan for fertilizer application is
2 consistent with the purpose and intent of the fertilizer regulations to the greatest extent feasible
3 and that adverse impacts, if any, are appropriately mitigated.

4 (4) Time periods for variances. Any Board of Adjustment and Appeals order approving
5 a variance request to the fertilizer regulations shall establish an expiration date for the variance.

6
7 **SECTION 2. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of
8 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this
9 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
10 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
11 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

12
13 **SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this
14 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
15 such portion shall be deemed a separate, distinct, and independent provision and such holding
16 shall not affect the validity of the remaining portions of this Ordinance.

17
18 **SECTION 4. Effective date.** This ordinance shall be effective according to law.

1 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,
2
3 Florida, this 13 day of October, 2009.
4
5



LEON COUNTY, FLORIDA

BY: _____

BRYAN DESLOGE, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

12 ATTEST:

13 BOB INZER, CLERK OF THE COURT
14 LEON COUNTY, FLORIDA
15

16 BY: _____

19 APPROVED AS TO FORM:

20 LEON COUNTY ATTORNEY'S OFFICE
21

22 BY: _____

23 HERBERT W.A. THIELE, ESQ.
24 COUNTY ATTORNEY

**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

Leon County Board of County Commissioners


Agenda Item #12

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on a Potential Unmarked Cemetery within the Miccosukee Greenway



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director of Office of Resource Stewardship
Lead Staff/ Project Team:	Leigh Davis, Director of Parks and Recreation

Statement of Issue:

This item provides a status report on the potential unmarked cemetery that may be located within the Miccosukee Greenway and/or a portion of the adjacent Testerina Primitive Baptist Church on Miccosukee Road.

Fiscal Impact:

This item has no immediate fiscal impact. .

Staff Recommendation:

Option #1: Accept the Status Report regarding a potential unmarked cemetery within Miccosukee Greenway.

Report and Discussion

Background:

This item provides a status report on the potential unmarked cemetery that may be located within the Miccosukee Greenway and/or a portion of the adjacent Testerina Primitive Baptist Church on Miccosukee Road, and presents the State's initial findings from the June 16, 2020 site visit (Attachment #1). This is a follow up to the July 14, 2020 status report that the Board received, and an update as to the anticipated next steps. In summary, the State's research and subsequent report concludes that there is a good chance that the area in question is indeed the site of the New Hope Cemetery. The State is now working to schedule the next cadaver dog survey of the site in late October or early to mid-November. Should the State authenticate the presence of an unmarked gravesite, staff will bring back an agenda item with recommendations for memorializing the deceased and conveying the historic significance.

Miccosukee Greenway (Greenway) is 500 acres of State-owned conservation lands, located on the eastern side of the County and managed by Leon County Parks and Recreation. Historically, the Greenway was once part of the Welaunee Plantation. The State purchased the land in 1998 from the Trust for Public Lands, and the sublease to the County was executed in 2000 providing the County to serve as Land Manager. Since that time, the County has maintained and operated the Greenway for habitat restoration and passive recreation with trails for hiking, biking, and horseback riding. The land manager objectives include protecting and restoring natural, historical, cultural, and archeological resources; providing for the passive recreational opportunities; maintaining and improving facilities to ensure a high-quality greenway experience for user; and facilitating community education and awareness of scenic, cultural, historical, and environmental resources involving the Greenway.

In January 2020, Parks staff was contacted about the prospect of an unmarked cemetery being located on the Greenway property adjacent to the Testerina Primitive Baptist Church. Staff met with Ms. Gloria Anderson, a long-time resident of Leon County and ancestor of individuals who may be interred at the site, and Mr. Lonnie Mann, an avocational archaeologist and member of the Panhandle Archaeological Society at Tallahassee. The belief of the existence of the cemetery has been passed through the oral histories of elders in the local African American community and through research that has been conducted by Ms. Anderson and Mr. Mann. Research by Mr. Mann of the United States Geological Survey (USGS) Board of Geographic Names also indicates that a "New Hope Baptist Church Cemetery" may have existed in the area; however, the exact coordinates of such a location are not recorded.

An initial site visit was conducted in January 2020 with Ms. Anderson, Mr. Mann, and Ms. Susan Goodhope, a professional cadaver dog handler, in order to obtain a preliminary indication of whether any unmarked gravesites might be in the area. Ms. Goodhope works extensively with the National Park Service at historic and prehistoric sites and with law enforcement for forensic work. During the visit, the cadaver dogs exhibited several "trained final responses" which are exhibited when a scent is detected. A trained final response may be a preliminary indication that human remains are present but should not be construed to be a one-for-one representation of the number of gravesites present given that the scents dogs detect can be displaced by soil and erosional conditions and can be taken up into tree roots and other vegetation.

Based on the findings from this initial visit, staff reached out to the Florida Department of State, Division of Historical Resources to further assist in exploration of the possible unmarked cemetery and confirm whether any unmarked gravesites are present. The Division of Historical Resources (DHR) is responsible for protecting archaeological and historic sites on State lands like the Miccosukee Greenway. On June 16, Leon County Parks and Recreation and Blueprint Intergovernmental Agency staff met with representatives from DHR and Mr. Mann on the site to assess whether the area was conducive for Ground Penetrating Radar (GPR). Representatives from the Florida Department of Environmental Protection were invited to participate as the property owner but deferred activities and actions to Leon County as the land manager, and DHR as the applicable State agency.

Analysis:

On August 17, 2020, staff received the State's "Report of Initial Survey of Possible Location of New Hope Cemetery" (Attachment #1) from the site visit conducted on June 16, additional research conducted of records and reviews of aerial photography. The State's research and subsequent report concludes that there is a good chance that the area in question is indeed the site of the New Hope Cemetery. Aerial imagery dating as far back as the 1930s shows the surrounding landscape was once cleared for farming except for the section that is the possible cemetery. The aerial imagery data is bolstered by the extensive research conducted by Ms. Anderson and the preliminary work of the cadaver dogs at the January 2020 site visit.

The State has further determined that while the potential New Hope Cemetery may be in this location, ground-penetrating radar (GPR), which is sometimes utilized to detect unmarked human burials, is not suitable for this site. In forested and heavily-vegetated environments, such as that on the Miccosukee Greenway, DHR has determined that GPR survey would not produce reliable results without extensive clearing. Furthermore, given the previous ground disturbance in the area and the erosional nature of the existing soils, the removal of vegetation to facilitate a GPR survey would likely result in further disturbance of any extant burial features, if present. DHR is committed, however, to further research on the state-owned Miccosukee Greenway, to authenticate and document the potential cemetery and intends to continue its investigation of the cemetery location with a formal, systematic survey using cadaver dogs. The intent of the systematic survey is to hopefully establish the boundaries of the cemetery with fair confidence and record it in the Florida Master Site File.

The State is working to schedule the next cadaver dog survey in late October or early to mid-November. The reason for this timing is because cadaver dog work is best conducted and more reliable during the cooler to cold months. Fortunately, there is no immediate threat of development or other ground disturbance in this area since the Miccosukee Greenway is established for the purpose of conservation, preservation, and passive recreation.

County staff will continue to work with Ms. Anderson, Mr. Mann, Testerina Primitive Baptist Church, and DHR as further research is conducted and conclusions are derived. Should DHR authenticate the presence of an unmarked gravesite, staff will bring back an agenda item with recommendations for memorializing the deceased and conveying the historic significance.

Options:

1. Accept the status report regarding the potential unmarked cemetery within Miccosukee Road Greenway.
2. Do not accept the status report regarding the potential unmarked cemetery within Miccosukee Greenway.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Florida Department of State “Report of Initial Survey of Possible Location of New Hope Cemetery”



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

Report of Initial Survey of Possible Location of New Hope Cemetery

Prepared by Brandon Ackermann, Joshua Goodwin, and Paulette McFadden
Public Lands Archaeology, Bureau of Archaeological Research, Division of Historical Resources

August 17, 2020

Prepared for Leigh Davis, MPA

Director

Leon County Office of Resource Stewardship/Parks and Recreation

On Tuesday, June 16, 2020, Brandon Ackermann, Joshua Goodwin, and Paulette McFadden from the Division of Historical Resources (DHR) met Leigh Davis, with Leon County Office of Resources Stewardship/Parks and Recreation, Tatiana Daguillard, with Blueprint, and Lonnie Mann from the Panhandle Archaeological Society at Tallahassee at the Miccosukee Greenway entrance at Thornton Road to conduct preliminary survey of an area that may potentially be the location of the New Hope Cemetery. The location was identified by Gloria Jefferson Anderson, who conducted extensive research in an effort to find the cemetery with assistance from Lonnie Mann.

The area of interest is located approximately 40 m northwest of the Testerina Primitive Baptist Church in a wooded area along the Miccosukee Greenway Trail. Previous to our visit, Mann and Anderson had accompanied Suzi Goodhope and her two cadaver dogs on a survey of the area. The dogs indicated several locations of possible human remains. The locations were not marked at that time. Upon our arrival, Mann showed us the general area where the dogs had signaled the presence of human remains.

One of the locations identified by the dogs has a rectangular-shaped depression that could possibly be a grave. The depression is oriented north-south, rather than the usual east-west orientation of typical Christian burials, and the entire surrounding area is heavily disturbed by a several decades of farming, possible timber removal, and fallen trees. Therefore, it is difficult to definitively say that it is a grave.

Aerial imagery of the location dating back as far as the 1930s shows the surrounding landscape was once cleared for farming, with the exception of the section that is the possible cemetery; the suspected cemetery is located within the visible hammock behind the church structure(s) and

bound by the converging roads/paths (Appendices A, B, and C). The main disturbance to the site occurred after about 1970, when the property was utilized for growing timber and farming. Extensive research conducted by Anderson, along with the indications of human remains by Goodhope's cadaver dogs and the aerial imagery showing that area was not cleared for farming in the 1930s, suggests there is a good chance that this is the site of the New Hope Cemetery.

Ground-penetrating radar (GPR) is a geophysical method that is often used for a number of subsurface imaging applications, including the detection of unmarked human burials. The successful detection of unmarked burials by the GPR method is dependent on a number of factors, including soil composition, topography, and ground cover. In forested and heavily-vegetated environments, such as the parcel in question, a GPR survey would not produce reliable results without extensive clearing. This is because a GPR survey requires the collection of data within a grid system composed of tightly-spaced transects and the continuous coupling of the GPR antenna and ground surface. Unless trees and brush are removed, the GPR dataset cannot be collected to the quality standards required to accurately detect and map unmarked burials. In addition, even in the case of tree and brush removal, remaining subsurface root systems are likely to obfuscate geophysical reflections generated from burial features. Given the previous ground disturbance observed during the DHR site visit and the erosional nature of the Orangeburg series of soils mapped on the parcel, the removal of vegetation to facilitate a GPR survey would likely result in the further disturbance of any extant burial features, if present. While the GPR method can accurately detect unmarked burials, it is only one line of evidence, of many, that may be used in determining the presence or absence of unmarked human remains.

It is the prerogative of DHR to locate unmarked burials while minimizing disturbance. Unfortunately, because this site is not suitable for GPR survey, it is unlikely that individual burials can be located. However, alternative methods to GPR will be employed to ensure potential burial features are identified and the integrity of those features is maintained.

DHR suggests a formalized survey using the cadaver dogs to find the boundaries of the cemetery. This will be accomplished by systematically surveying the area in transects with the dogs. Once there are two transects with no indications of human remains we can mark the boundaries of the cemetery with fair confidence and record it in the Florida Master Site File.

In closing, DHR is dedicated to protecting historical resources on state lands. The site of the possible cemetery is well protected since it is on state land and in an area that is safe from development, but the designation of the cemetery adds another layer of protection. We are happy we are able to assist Leon County as they manage this area of the Miccosukee Greenway and will continue to work with Leigh Davis and schedule the cadaver dog survey.

APPENDIX A
Aerial Image from 1937, Miccosukee Greenway



APPENDIX B
Aerial Image from 1941, Miccosukee Greenway



APPENDIX C
Aerial Image from 1954, Miccosukee Greenway



**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

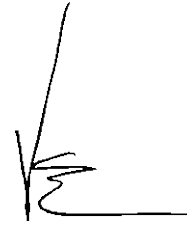
Leon County Board of County Commissioners

Agenda Item #13

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Status Update and Recommended Enhancements to the Leon CARES Expenditure Plan

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 Nicki Paden, Management Analyst Shington Lamy, Director, Office of Human Services & Community Partnerships Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality

Statement of Issue:

This item provides a status update on the Leon CARES expenditure plan approved by the Board at the July 14 meeting and presents recommended enhancements to the Leon CARES Individual Assistance and Small Business Assistance programs as well as additional modifications the Board may wish to consider. These recommended enhancements and additional considerations are intended to further streamline these programs, simplify the application process, and expedite funding assistance to meet the community's greatest needs resulting from the COVID-19 pandemic.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation

See next page.

Staff Recommendation:

Option #1: Approve the following enhancements to the Leon CARES Individual Assistance program:

- a. Increase the income threshold from 80% of AMI to 120% of AMI to reach additional households.
- b. Increase the maximum award per from \$3,000 to \$5,000 per household.

Option #2: Approve the following enhancements to the Leon CARES Small Business Assistance program:

- a. Increase the base award and supplemental award amounts as follows:

Baseline Awards:	1-10 employees: \$5,000
	11-24 employees: \$7,500
	25-49 employees: \$10,000
	50-100 employees: \$12,500
Supplemental Awards:	"Hardest Hit" Businesses: \$10,000
	MWSBE Businesses: \$10,000
	"Rebounding" Businesses: \$5,000

- b. Expand eligibility for the “Hardest Hit” supplemental award to include businesses in NAICS Industry Code 71 (Arts, Entertainment, and Recreation).
- c. Reduce documentation requirements for very small businesses meeting the “Hardest Hit” criteria.
- d. Expand allowable documentation for all other businesses to demonstrate COVID-19-related financial impacts.

Option #3: Authorize the County Administrator to reallocate funding between all programs and the Reserve/Replenishment Account as needed to maximize the use and impact of the County’s allocation of CARES Act funding.

And provide Board direction regarding:

Option #4: Authorize direct payments to applicants in place of the current practice of providing payment to applicants’ landlord, mortgage holder, and/or utility provider in the Individual Assistance program.

Report and Discussion

Background:

This item provides a status update on the Leon CARES expenditure plan, approved by the Board during the July 14, 2020 Budget Workshop (Attachment #1), and presents recommended enhancements to the plan as well as additional modifications that the Board may wish to consider. The Budget Discussion Item presented during the July 14 workshop indicated that a status update would be brought back to the Board at the October 13 meeting to present the County's progress in implementing the Leon CARES plan and to provide any recommended enhancements that may be warranted at that time. At the time of the July 14 Budget Workshop, Congress was expected to consider additional coronavirus relief legislation to potentially include an extension of the deadline to expend Coronavirus Relief Funds allocated to state and local governments, additional funding, and/or modifications to the eligible uses of these funds. However, negotiations among the U.S. House, Senate, and White House have since stalled and as of the publication of this agenda item Congress has not yet passed any additional relief legislation. As discussed in this item, in the absence of any congressional extension, the CARES Act requires these funds to be spent by December 30, 2020, and any funds not spent by that date will revert to the U.S. Treasury. Notwithstanding this, several potential enhancements to the Leon CARES expenditure plan have been identified based upon feedback from community partners; input from Ernst & Young, the County's contracted consulting team assisting with the implementation of these programs, and a continuous evaluation of statewide best practices. Accordingly, this status update is being presented earlier than the anticipated October 13 date so that the Board may consider immediate enhancements to expedite funding assistance to meet the community's greatest needs resulting from the COVID-19 pandemic and minimize the risk of unspent funds reverting to the Treasury.

During the July 14, 2020 Budget Workshop, the Board approved the Leon CARES expenditure plan to distribute Leon County's allocation of \$51.2 million in Coronavirus Relief Funds consistent with the requirements of the CARES Act, U.S. Treasury guidance, and the County's Funding Agreement with the Florida Division of Emergency Management (FDEM) which was approved by the Board at the June 16 meeting. As provided in Section 5001 of the CARES Act, Coronavirus Relief Funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or local government; and
3. Were incurred between March 1, 2020 and December 30, 2020.

Since Congress' adoption of the CARES Act, the U.S. Treasury has issued guidance and "frequently asked questions" documents with additional information regarding eligible uses of these funds. Under the guidance provided in these documents, eligible uses of Coronavirus Relief Funds include the following specific categories:

- Medical expenses
- Public health expenses

- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency
- Expenses to facilitate compliance with COVID-19 related public health measures
- Expenses related to the provision of economic support in connection with the COVID-19 public health emergency
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria

The Treasury guidance also specifically notes that funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the CARES Act.

In addition to the statutory and administrative guidelines discussed above, in developing the Leon CARES expenditure plan the County also conducted an extensive evaluation of other local government best practices as well as local community needs. This included engaging the Florida Association of Counties and the National Association of Counties to determine the eligible uses of CARES Act funds based on federal statute and guidance issued by the U.S. Treasury and FDEM. Also, Leon County reviewed the expenditure plans adopted by the 12 Florida counties that were directly funded by the Treasury as provided in the CARES Act to identify the funding strategies and best practices those counties adopted. Finally, the County also coordinated extensively with the local business community, healthcare and human service providers, and other local government stakeholders (Constitutional and Judicial Officers and the City of Tallahassee) to identify a broad range of community needs resulting from the COVID-19 public health emergency.

Based on this analysis of state and federal requirements and other local government best practices discussed above, the Leon CARES plan established three funding categories to ensure that the most efficient distribution of funds to meet the immediate and personal needs of citizens, businesses, non-profits, the local health care community, and other local governmental entities. The table below summarizes these expenditure categories, followed by a brief description of each:

Category:	Funding (% of Total – Approx.):
Public Health, Safety, and Compliance	\$18.2 million (35%)
Individual, Community, and Small Business Assistance	\$24.4 million (48%)
Reserve/Replenishment Account	\$8.5 million (17%)
<u>Total:</u>	<u>\$51.2 million (100%)</u>

** Due to rounding, some totals may not correspond with the sum of the separate figures.*

Public Health, Safety, and Compliance (\$18.2 million):

This category dedicates \$6.1 million for public health expenses related to Leon County's immediate COVID-19 response efforts including enhanced communitywide testing and contact tracing capabilities, purchase and distribution of personal protective equipment (PPE), and targeted efforts to serve the medical needs of Leon County low-income residents in partnership with local primary healthcare providers. In addition, this category dedicates \$12.1 million in funding to recover expenses incurred directly by local government, County Constitutional Offices, and Judicial Offices to respond to the COVID-19 public health emergency. This category of funding is supporting expenses that are not eligible for reimbursement under the FEMA Public Assistance (PA) program including facility improvements, service adjustments, and acquisition of materials and equipment to ensure the continued safe provision of services to the public.

Individual, Community, and Small Business Assistance (\$24.4 million):

This category dedicates funding to provide direct emergency financial relief for individuals and families, support for community-wide social service needs, and direct financial assistance to local businesses throughout Leon County to stimulate economic recovery through the following programs:

- **The Leon CARES Individual Assistance program** dedicates \$7.5 million to provide critical financial support to households throughout Leon County that are experiencing economic hardship due to COVID-19. The Individual Assistance Program was launched on August 17, 2020 and provides up to \$3,000 in one-time assistance to low-income households earning less than 80% of the area median income for past-due rent, mortgage, and utility bills. Applicants must also demonstrate an economic hardship resulting from COVID-19, and all funding awarded through the program is paid directly to the landlord, mortgage holder, or utility provider.
- **The Leon CARES Small Business Assistance Program** dedicates \$9 million to provide direct assistance to local small businesses to offset business impacts or increased expenditures related to COVID-19. Launched on August 17, 2020, the Small Business Assistance Program provides qualifying small businesses with grants of \$2,000 to \$6,000 based on the number of employees. Businesses may also be eligible for supplemental awards if the business is classified in a "hardest hit" industry sector (\$500 award), an MWSBE business (\$1,500 award), or has hired two or more employees in the past 30 days (\$500 award).
- **The Leon CARES Community Assistance program** dedicates approximately \$7.9 million for local service providers to address communitywide food insecurity and provide child care assistance, mental health and homelessness services. This category also dedicated an additional \$2 million to provide up to \$20,000 of one-time assistance to local human service agencies to support unanticipated programmatic and operational expenses incurred due to COVID-19. The application period for these human services grants opened from August 17 through August 28.

Reserve/Replenishment Account (\$8.5 million):

This category establishes a reserve account of \$8.5 million in funding that may be allocated to any of the categories above based on future needs or for any potential changes in federal guidance that may allow for new uses without impacting existing categories. As discussed during the July 14 Budget Workshop, this reserve funding contemplates the possibility of future needs associated with additional waves of the virus, the hurricane and flu seasons, and the possibility that Congress may supplement or expand the eligible uses of Coronavirus Relief Funds to allow adjustments to be made as needed to optimize the County's use of these funds.

Analysis:

The Analysis section of this item begins by providing an update on the County's progress in implementing the Leon CARES expenditure plan in coordination with local partners and distributing funding to the community through the direct assistance programs. Next, this section provides recommendations for programmatic enhancements based upon the County's progress to date, feedback from community partners and the County's contracted consulting team assisting with the implementation of these programs, and a continuous evaluation of statewide best practices. Finally, this item provides a discussion of additional modifications the Board may wish to consider to further streamline the Leon CARES assistance programs, further simplify application processes, and expedite funding assistance to meet the community's greatest needs resulting from the COVID-19 pandemic.

Status Update on Implementation of the Leon CARES Assistance Programs:

Following the July 14 Budget Workshop, the County immediately began implementing the Leon CARES plan in order to distribute funding assistance throughout the community efficiently and effectively. As authorized by the Board, the County Administrator immediately began to execute subgrant agreements with the various local partners to facilitate the rollout of critical community services included in the Leon CARES plan. This enabled partner organizations throughout the community to quickly begin providing new and enhanced services such as increased COVID-19 testing and contact tracing, purchase and distribution of personal protective equipment (PPE), programs to address food insecurity, child care assistance, support for mental health and homelessness services, and more. A summary of these Leon CARES-funded services is as follows:

- ***COVID-19 Testing:***

The Leon County Health Department, in partnership with the local Federally Qualified Health Centers (Bond Community Health Center, Neighborhood Medical Center, and North Florida Medical Center), has implemented several strategies funded through the Leon CARES plan to increase local testing capacity by approximately 5,000 tests, or 45%, per month, to better identify transmission and slow the spread of COVID-19. Since July, these agencies have established weekly drive-up testing sites and deployed mobile testing units at schools, churches, and community centers, primarily within census tracts located in zip codes 32304, 32301, and 32303. The neighborhood-based mobile testing units do not require an appointment and are free to all citizens.

- *Contact Tracing:*

The Leon County Health Department has hired 38 additional contact tracers and four epidemiologists with Leon CARES-funded staff members to support testing and contact tracing community-wide. Also, the Leon County Health Department has assigned 36 health monitors to staff Leon County Schools facilities, with the goal of having a health monitor in each school by the end of September 2020 fully supported by Leon CARES funding.

- *Food Insecurity:*

Leon CARES funding has supported America's Second Harvest of the Big Bend in ordering \$2.1 million of food, equaling more than 35 truckloads, and in hiring program staff, leasing refrigerator trucks, and ordering logistical supplies to provide millions of meals to the community's most vulnerable populations. Since July, Second Harvest has led a variety of food distribution efforts including at the COVID-19 mobile testing sites discussed above, standing up free drive-thru food distribution events throughout the community, and expanding of feeding programs targeted for seniors, children, and high-risk and homeless populations. Second Harvest is also providing 5,000 bags of food per week to Leon County Schools students through the School Backpack program with funding from Leon CARES.

- *Child Care Assistance:*

On August 17, the Early Learning Coalition of the Big Bend (ELC) launched the Leon CARES-funded child care assistance program for essential workers. As of the publication of this agenda item, the ELC had enrolled 120 children in the program .

- *Homelessness Support:*

Leon County CARES funding is providing local emergency homeless shelters the ability to renovate their facilities to meet CDC guidelines. Following the execution of the CARES subgrant agreements, the homeless shelter providers conducted bid solicitation for proposed renovations in accordance with federal procurement requirements. In October, the Kearney Center, Hope Community, Capital City Youth Services, and Refuge House will commence renovations that will include HVAC system upgrades, expansion of kitchen and eating areas, and installation of keyless and touchless entrance systems.

- *Emergency Mental Health Services:*

The County has contracted with 2-1-1 Big Bend to enhance access to mental health resources in the community to individuals that are experiencing mental health crisis. Utilizing Leon CARES funding, 2-1-1 Big Bend hired two mental health navigators in August to triage mental health crisis calls to appropriate free or low-cost mental health services in Leon County 24 hours a day. Since August, the mental health navigators have handled more than 50 calls connecting the clients directly to services at Apalachee Center, the FSU Psychology School, Bond Community Health Center, and Neighborhood Medical Center.

- *Constitutional Offices, Judicial Offices, and City of Tallahassee Reimbursement:*

The Constitutional and Judicial Offices have begun requesting reimbursement for COVID-19-related expenses such as PPE, telecommunications equipment, minor facility modifications such as plexiglass shields, and other similar expenses. A subgrant agreement has been provided to the City of Tallahassee for similar reimbursements, and the City is finalizing approval of the agreement at this time.

The County Administrator also executed a final agreement with Ernst & Young (EY), the County's contracted consulting team assisting with the implementation of the Leon CARES plan, to quickly develop and deploy a responsive solution for the expeditious administration of funds in compliance with the requirements of the CARES Act. A team of County staff from work areas throughout the organization immediately began conducting daily work sessions with the Ernst & Young team to develop and implement the Leon CARES direct assistance programs as well as the program infrastructure for processing several thousand applications for assistance. This included an online application portal, application review and management system, and call center support capability to ensure an efficient, streamlined application process. As part of these collaborative efforts in developing the application process for these programs, EY also conducted a series of training sessions with community partners who have been assisting citizens and local businesses with navigating the application process in advance of the launch of the Leon CARES direct assistance programs. The Leon CARES Individual Assistance, Small Business Assistance, and Human Services Grant programs were all fully administered through this application system and launched on August 17. As of the publication of this agenda item, the County has received approximately 13,000 applications for assistance and has distributed or awarded more than \$4 million across all three direct assistance programs, summarized as follows:

- *Individual Assistance:*

As of the publication of this item, the County has awarded \$800,000 in Individual Assistance funding to more than 400 households to assist with past-due rent, mortgage, and utility payments. As discussed in greater detail later in this item, the Individual Assistance program was intentionally designed, in coordination with Ernst & Young, to help Leon County citizens avoid eviction, foreclosure, and utility disconnection. As such, award payments through the program are made directly to an applicant's landlord, mortgage holder, and/or utility provider, which requires certain documentation to be submitted to verify the current amount owed by the applicant, an agreement by the billing entity to not evict, foreclose upon, or disconnect utilities to the applicant for a period of 60 days. However, this documentation process takes time to complete and also carries the risk that applicants or billing entities either fail to remit the required documentation, the documentation is incomplete, or it does not match information provided in the citizen's application. In the following section, this item presents several recommended enhancements and other potential modifications for the Board's consideration to streamline and accelerate the application process and expedite assistance to Leon County citizens affected by the pandemic.

As discussed during the July 14 Budget Workshop, the County has engaged landlords and property managers, utility companies, non-profit organizations, local affordable housing providers, and community and neighborhood associations to promote the Individual Assistance program and to provide details on program eligibility and the application process to share with potential applicants. Also, prior to the launch of the program on August 17, more than 2,000 Leon CARES brochures featuring the Leon CARES Individual Assistance Program were distributed in targeted neighborhoods including Frenchtown, Griffin Heights, Bond, South City, and Providence. The County also partnered with Leon County Schools to further promote the Leon CARES program directly to parents by distributing program materials to the principals of each school to share with students and their parents. The County also partnered with the Tallahassee Urban League, the Greater Frenchtown Area Revitalization Council, and ECHO, Inc. to serve as “community navigators” in increasing awareness of the Individual Assistance Program and providing support to citizens in need of application assistance. Prior to the launch of the program, these community navigators strategically deployed street teams in targeted areas of the community to promote and educate citizens on the Leon CARES program. Citizens can receive personalized application assistance at these community navigators’ offices as well as all Leon County Library facilities and the Office of Human Services and Community Partnerships. Ernst and Young also operates a Leon CARES Call Center Monday through Friday from 8 a.m. to 6 p.m. to provide technical support and application assistance. The County’s Office of Human Services leads weekly meetings with the community navigators to identify common issues experienced with assisting residents apply for the program and to communicate modification to the process that improve the eligibility and approval of application. More than 500 Leon County residents have been assisted through these initiatives.

- *Small Business Assistance:*

As of the publication of this agenda item, the County has awarded more than 365 Small Business Assistance grants totaling \$1.1 million to support the restart, relaunch, and reopening of local businesses impacted by COVID-19. The Tallahassee-Leon County Office of Economic Vitality (OEV) has conducted extensive community outreach and communications efforts related to the Leon CARES Small Business Assistance grant through its website, newsletter, social media platforms, and print materials, reaching thousands of local businesses. OEV has also leveraged its distribution of face coverings to local businesses to raise awareness among business owners and employees about the program. Business owners can also visit OEV’s technical center for computer access and to receive assistance with applying for the Leon CARES Small Business Assistance program. OEV has also leveraged partnerships with the Big Bend Minority Chamber of Commerce, Capital City Chamber of Commerce, Greater Tallahassee Chamber of Commerce, and the Florida A&M University Small Business Development Center to provide support with promoting the program and providing technical assistance to businesses seeking to apply. In addition, OEV is coordinating with the Office of Human Services and Community Partnerships to notify citizens who have applied for the Leon CARES Individual Assistance program about career opportunities available through

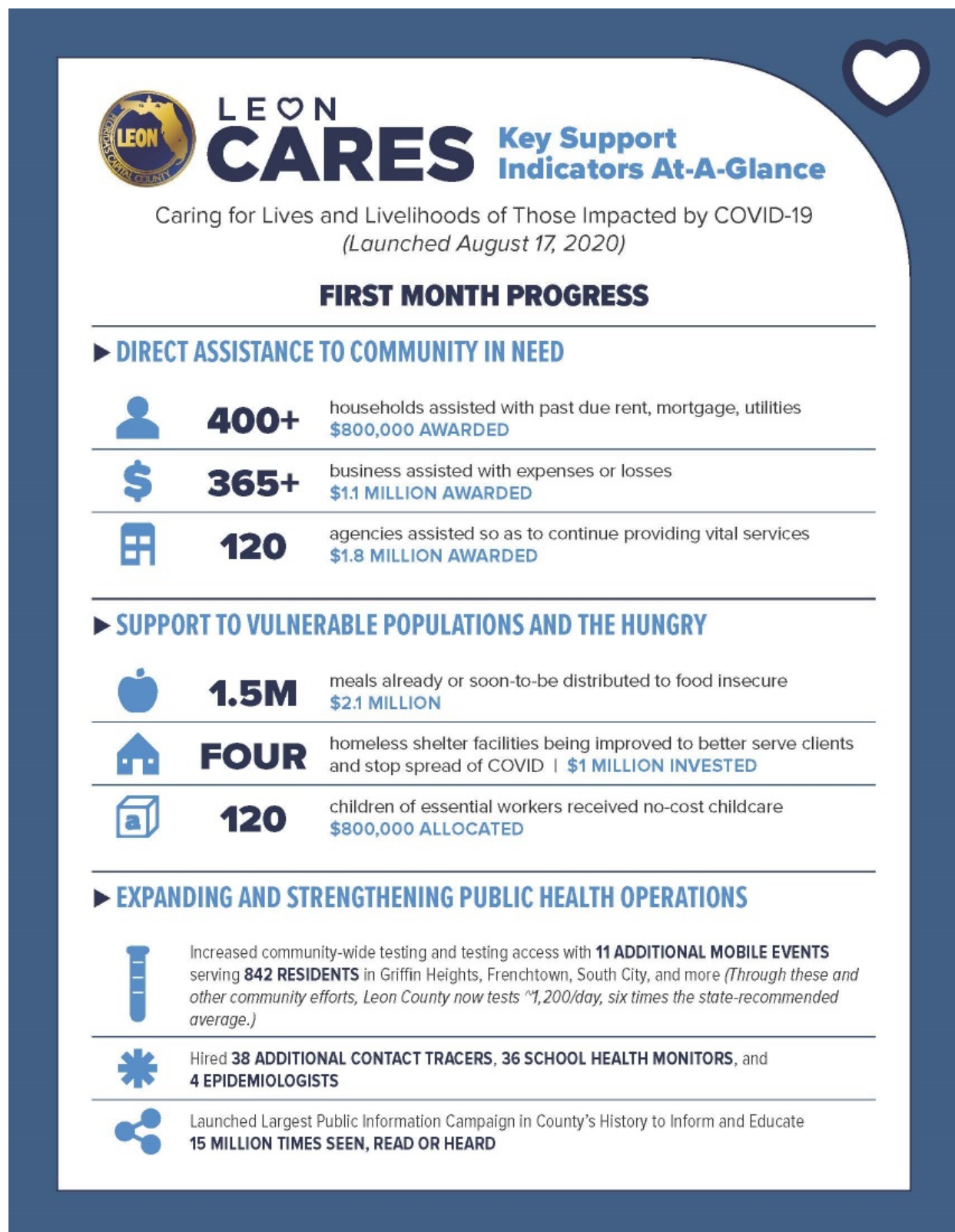
CareerSource Capital Region and the Greater Tallahassee Chamber of Commerce's TalentHub platform.

- *Human Services Grants:*

As discussed earlier in this item, the application period for the Human Services Grant program opened from August 17 through August 28. The County awarded more than \$1.8 million to 118 local human services agencies to support unanticipated programmatic and operational expenses incurred due to COVID-19. These agencies received grants up to \$20,000 to support unexpected expenses such as PPE, laptops, as well as expand programs to support an increased demand for services directly related to COVID-19. The County partnered with United Partners for Human Services to promote awareness of the program throughout the local nonprofit community.

To complement and leverage the extensive promotional efforts discussed above, the County's Community and Media Relations team also implemented a robust, targeted, multi-modal public information campaign across a variety of communications media beginning in mid-August. This campaign has involved radio, print media, geofenced messaging, streaming video, digital displays, outdoor marketing, street teams, community partner networks, and social media promotion. To date, Leon CARES messaging has been seen, read, or heard more than 14 million times.

The following graphic summarizes the County's progress in implementing the Leon CARES expenditure plan since the August 17 launch:



Recommended Enhancements to Leon CARES Assistance Programs:

This section of the agenda item provides several recommended enhancements to Leon CARES assistance programs for the Board's consideration to further streamline and simplify the application processes, expedite assistance to the community, and maximize the impact of the County's allocation of CARES Act funding. These recommendations are provided to ensure that the County can maximize its use of this funding prior to the December 30 spending deadline provided in the CARES Act, and accordingly minimize the risk of any unspent funds reverting to the Treasury. As discussed earlier in this item, the overall Leon CARES expenditure plan was designed to ensure that the County's CARES Act funding reaches those citizens, businesses, and partner organizations experiencing the greatest financial need resulting from the COVID-19 pandemic. As such, initial funding was allocated to each assistance program within the Leon CARES plan in order for the County to be able to meet the maximum potential demand in each program area. Since approval of the Leon CARES plan at the July 14 Budget Workshop, the County has continuously evaluated its progress in implementing the Leon CARES plan, engaged citizens and community partners for feedback, and regularly monitored other counties' programs to identify trends and extract best practices. During this time, several other counties that, like Leon County, did not receive direct funding from the Treasury have developed similar expenditure plans for their CARES Act allocation. Also, several of the 12 large counties that were directly funded have since made updates to their expenditure plans, such as reallocating funding from one program to another, reallocating funds from reserves, or updating program eligibility criteria and application requirements. As part of this analysis, staff reviewed 18 individual assistance and 18 small business assistance programs being implemented by counties across the state utilizing CARES Act funding.

Based upon the County's continuous evaluation of program implementation to date, feedback from community partners, and statewide best practices, following are recommended enhancements to the Leon CARES Individual Assistance program:

- *Increase the income threshold from 80% of AMI to 120% of AMI to reach additional households.*

As discussed during the July 14 Budget Workshop, the Individual Assistance program was initially designed to target households earning below 80% of the Area Median Income (AMI). This income threshold is utilized in several HUD programs, including the Public Housing Program and the Section 8 Housing Choice and Project-Based Voucher Programs, as well as in programs run by agencies such as the Department of the Treasury, the Department of Agriculture, and the Federal Housing Finance Agency. Designing the program in this manner ensured that low- and very-low-income residents who may be experiencing the greatest financial hardship were able to access this assistance. Also as discussed at the July 14 workshop, if funds remained after an initial application period, subsequent application periods may be made available and the County may expand the eligibility criteria to reach additional households. Of the 18 Florida counties reviewed for this analysis, 10 either use a household income limit of 120% of AMI for their CARES program eligibility (Alachua, Hillsborough, Lee, Manatee, and Sarasota) or do not consider income at all in determining eligibility (Gadsden, Orange, Polk, Seminole, and Wakulla). The 120% AMI threshold is also consistent with the threshold that the State of Florida is

currently utilizing for its CARES Act housing assistance programs administered through the Florida Housing Finance Corporation. Three other counties use an income limit of 140% of AMI (Brevard, Palm Beach, and St. Johns).

- *Increase the maximum award per from \$3,000 to \$5,000 per household.*

Of the 18 counties reviewed, the range of maximum funding award levels across programs is \$1,000 to \$10,000. Nine of these counties have maximum funding awards under \$5,000 while the remaining nine counties have maximum funding awards of \$5,000 or more. Should the Board wish to increase the income threshold for eligibility, as discussed above, it is expected that many applicants may also have higher monthly housing and utility bills. With this modification, applicants who have already been awarded Leon CARES Individual Assistance funding would be provided the opportunity to request additional funding, up to the maximum award. As discussed earlier in this item, the Individual Assistance program provides payments directly to landlords, mortgage holders, and utility providers on behalf of the applicant for past-due bills. If approved, the County will notify all awarded applicants to inform them of their eligibility for additional funds, and these applicants would then be able to submit documentation demonstrating additional need (i.e., bills that became past-due subsequent to their initial award through the Leon CARES program).

Following are recommended enhancements to the Leon CARES Small Business Assistance program:

- *Increase the base award and supplemental award amounts.*

As discussed earlier in this item, the Leon County Small Business Assistance program provides a “base award” to eligible businesses based on number of employees. This base award ranges from \$2,000 for businesses with 1 to 10 employees up to a base award of \$6,000 for businesses with 50 to 100 employees. In addition, supplemental awards are available to eligible businesses if they are in a “hardest hit” industry sector (\$500), if they are a certified MWSBE business (\$1,500), or if they certify that they have hired two or more employees in the past 30 days (\$500). As such, the maximum award a business can receive through the Leon CARES Small Business Assistance program is currently \$8,500. Of the 18 other Florida counties reviewed for this analysis, the range of maximum award levels varies widely from \$2,000 up to \$40,000. The majority of these counties (13) provide a maximum funding award of \$10,000 or more, including Alachua County (\$15,000) and Gadsden County (\$25,000). Also, most counties (11) similarly award small business assistance based on number of employees. Five other counties award a standard amount of funding to all eligible businesses regardless of the number of employees; however, the amounts awarded by these counties is generally lower than what Leon County currently provides.

Additionally, as part of the County’s continuous evaluation of the Leon CARES plan, OEV conducted a new survey in September 2020 to determine the level of COVID-19-related impacts to local businesses across industry sectors and to determine the level of need for continued recovery assistance. Overall, businesses reported an average 48% decline in

monthly revenues due to COVID-19, and a 24% increase in COVID-19 related expenses. Also, businesses reported an average of approximately \$39,000 in monthly payroll, rent/mortgage, utility, and COVID-19 compliance expenses. A full summary of the results of this recent survey is included as Attachment #2.

The results of the recent OEV survey indicate that there is a need for continued economic assistance to the local business community, and the review of other counties' CARES-funded small business assistance programs suggests that raising the Leon CARES small business award amounts would be consistent with practices throughout the state. Based on this analysis, this item recommends increasing the base award and supplemental award amounts as shown in the following table:

		Current:	Recommended:
Baseline Awards:	1-10 Employees	\$2,000	\$5,000
	11-24 Employees	\$3,000	\$7,500
	25-49 Employees	\$5,000	\$10,000
	50-100 Employees	\$6,000	\$12,500
Supplemental Awards:	"Hardest Hit" Businesses	\$500	\$10,000
	MWSBE Businesses	\$1,500	\$10,000
	"Rebounding" Businesses	\$500	\$5,000
Maximum Award:		\$8,500	\$34,500
Projected Average Award:		\$2,945	\$12,008

Currently, the average amount of funding awarded through the Leon CARES Small Business Assistance program is \$2,945. Should the Board wish to make this modification, the projected average award would increase to approximately \$12,000 based on the proportion of businesses already awarded who meet the various eligibility criteria in the program. Under this option, businesses that have already been awarded would automatically receive a second payment reflecting the difference between their initial award and the new increased award amount. In total, the program would assist an estimated 1,000 local businesses with awards ranging from \$5,000 to \$37,500.

- *Expand eligibility for the "Hardest Hit" supplemental award to include businesses in NAICS Industry Code 71 (Arts, Entertainment, and Recreation).*

Currently, to qualify for the "Hardest Hit" supplemental award through the Leon CARES Small Business Assistance program, a business must belong to one of the following industry sectors directly impacted by the State of Florida's stay-at-home orders: Accommodation & Food Services (NAICS 72); Retail Trade (NAICS 44-45); or Other Services (NAICS 81). This item recommends expanding eligibility for this supplemental

award to include businesses in NAICS Industry Code 71, which includes gyms, galleries, and other types of non-essential businesses that also were affected by closures in relation to statewide Executive Orders. There are approximately 90 businesses in this category in Leon County with under 100 employees. Should the Board wish to make this modification in tandem with the increased award amounts recommended above, these businesses may be eligible to receive a \$10,000 “Hardest Hit” supplemental award in addition to a baseline award based on number of employees.

- *Reduce documentation requirements for very small businesses meeting the “Hardest Hit” criteria.*

Currently, all businesses applying for Leon CARES assistance are required to provide documentation demonstrating either a minimum of 25% reduction in revenue year-over-year as a result of COVID-19 or a 25% increase in costs as a result of COVID-19. This documentation is provided in the form of a recent monthly profit and loss statement during the time period of March 2020 to present as well as an historical monthly or quarterly profit and loss statement for comparison from the pre-COVID-19 time period spanning March 2019 to February 2020. Based upon a continuous evaluation of the County’s progress in implementing the Leon CARES plan and feedback from community partners as well as the Ernst & Young team, many small businesses are experiencing difficulty providing the required documentation to demonstrate financial impacts related to COVID-19. As such, Ernst & Young has recommended eliminating this documentation requirement for very small businesses that employ 10 or fewer persons and that belong to one of the industry sectors meeting the “Hardest Hit” criteria, as businesses in this category are presumed to have been significantly impacted by the COVID-19 pandemic. Should the Board wish to make this modification, these businesses would be required only to provide an attestation of business impacts related to COVID-19. All other documentation requirements related to program eligibility would remain in place.

- *Expand allowable documentation for all other businesses to demonstrate COVID-19-related financial impacts.*

For all other businesses not listed above, Ernst & Young has recommended that the Leon CARES program expand the allowable documentation to demonstrate financial impacts due to COVID-19. Specifically, it is recommended that the program allow businesses to provide a monthly profit and loss statement for 2019 and 2020 for any of the following months: March, April, May, June, July, August, September (when applicable), October (when applicable), and/or November (when applicable).

Following are additional recommended enhancements applicable to all Leon CARES assistance programs:

- *Authorize the County Administrator to reallocate funding between all programs and the Reserve/Replenishment Account as needed to maximize the use and impact of the County’s allocation of CARES Act funding.*

As discussed in detail during the July 14 Budget Workshop and in the Background section of this agenda item, Congress established a December 30 deadline in the CARES Act for

the expenditure of all Coronavirus Relief Funds allocated to Leon County. Any funds not expended by that date will revert to the U.S. Treasury. At this time, there remains considerable uncertainty as to whether Congress will extend the December 30 deadline. Also, since the U.S. House of Representatives passed the HEROES Act in May 2020, several additional policy actions have been discussed in negotiations among the U.S. House, Senate, and White House that may affect the timing and eligible uses of these funds. Specifically, these discussions have also included potentially allocating more funding to state and local governments, expanding the eligible uses of these funds, and allowing the funds to be used to offset decreases in revenue resulting from the economic effects of the COVID-19 pandemic. Although these negotiations began prior to Congress's August recess, as of the publication of this agenda item, Congress has not yet passed any such legislation or other substantive COVID-19 relief, and it is not certain when or if House and Senate leadership will resume negotiations in attempt to reach an agreement.

As discussed earlier in this item, the County has made significant progress in implementing the various assistance programs included in the Leon CARES expenditure plan in the initial weeks since these programs launched. The County has executed funding agreements with a variety of community partners to support enhanced public health measures and community assistance, awarded grants to nearly 120 local human service agencies, and distributed nearly \$2 million in critical economic relief assistance to citizens and local businesses. Also, the recommended enhancements to the Individual and Small Business Assistance programs presented earlier in this item seek to further streamline these programs and quickly provide additional relief to meet the needs of citizens and businesses directly impacted by the COVID-19 pandemic.

Since the onset of the COVID-19 pandemic, Leon County has engaged with partner organizations throughout the community to respond to increased human service demands and adjust operations to remain compliant with the latest CDC guidelines. As discussed earlier in this item, the County has provided financial assistance to support renovations to homeless shelters and health care facilities, expansion of COVID-19 testing and contact tracing throughout the community, emergency mental health services, child care assistance, and more. As the pandemic continues to persist with no definite end in sight, local human service providers have indicated that community needs related to COVID-19 also persist and evolve in several categories including homelessness assistance, food and nutrition assistance, public health and health care, and more.

Given these considerations, it is impossible to project the precise level of demand that will be expressed for each program prior to the December 30 deadline. As such, several programs are likely to receive increased demand above the funding levels initially established in the Leon CARES expenditure plan, while other programs may have unspent funds remaining at the deadline and therefore at risk of reversion to the U.S. Treasury. To address and mitigate this risk and maximize the use and impact of this funding, it is recommended that the Board authorize the County Administrator to reallocate funding as needed between the various Leon CARES assistance programs. This would ensure that all remaining funding is utilized to meet the need in whichever programs demonstrate the greatest demand and would also ensure that the County utilizes its full allocation of

Coronavirus Relief Funds to avoid forfeiting funds back to the Treasury. Importantly, other than any enhancements the Board may wish to make to the Leon CARES expenditure plan as discussed in this agenda item, all assistance programs initially approved by the Board at the July 14 Budget Workshop would remain in place, fully supported by the County's extensive and ongoing promotional efforts.

Additional Potential Modifications to Leon CARES Programs for Board Consideration:

Following is one additional modification the Board may wish to consider to further streamline the Leon CARES assistance programs, simplify application processes, and expedite funding assistance to meet the community's greatest needs resulting from the COVID-19 pandemic:

- *For Individual Assistance, consider whether to pay applicants directly or continue the current practice of paying applicants' billing entities.*

As discussed in detail during the July 14 Budget Workshop and in the Background section of this agenda item, as the Leon CARES Individual Assistance program is currently designed, award payments are made directly to an applicant's landlord, mortgage holder, and/or utility provider. This approach ensures that the Leon CARES funding is being used to avoid possible future evictions or utility disconnections and is consistent with how the County currently administers the Direct Emergency Assistance Program (DEAP). However, the Board may wish to consider modifying the program to provide payments directly to the applicant, this modification would significantly streamline the application process and associated documentation requirements and would result in eligible citizens receiving payment more quickly.

Under the current process, once an applicant is determined eligible, the applicant is required to provide proof of past-due expenses for which the applicant is seeking assistance. To do this, the applicant is asked to have their landlord, mortgage holder, or utility provider to complete a form certifying the amount that is past due and submit the completed document to the County. In this form, the landlord or mortgage holder agrees not to evict or foreclose on the applicant for at least 30 days. Also, in order for the County to pay the landlord or mortgage holder, that billing entity must provide a completed W-9 form to the County for income tax purposes. As discussed above, the Individual Assistance program was designed in this manner to ensure that Leon CARES funding is used to prevent citizens from being evicted or foreclosed upon. However, this process also carries the risk that applicants or billing entities either fail to remit the required documentation, the documentation is incomplete, or it does not match information provided in the citizen's application. The County, together with Ernst & Young, developed a system to provide extensive, personalized follow-up to these applicants including hiring several temporary workers dedicated to resolving documentation issues; however, missing or incomplete information significantly slows the application review process. Providing payment directly to the applicant would substantially simplify the required documentation and accelerate payments to eligible applicants. However, this also carries the risk that recipients may not use awarded funds for their intended purpose. Should the Board wish to implement this modification, the Individual Assistance application would be updated to require the

applicant to attest and certify that she/he will use all funded awarded for rent, mortgage, and/or utility payments as required by the program.

As discussed earlier in this item, the County reviewed similar CARES-funded individual assistance programs that have been adopted by other counties to identify trends and best practices. The vast majority of counties currently make individual assistance payments to the billing entity; however, many of these counties indicated that they are also experiencing similar challenges related to documentation and that the process is likely slower than paying the applicant directly. A small group of counties, most notably Hillsborough and Alachua, provide individual assistance payments directly to the applicant. Both of these counties indicated that they are able to process individual assistance applications more quickly than paying the billing entity. Both counties require the applicant to attest, as discussed above, that the applicant will use any awarded funds for purposes consistent with CARES Act requirements. The Board may wish to consider whether to pay applicants directly or continue the current practice of paying applicants' billing entities.

Conclusion:

This item presents a series of recommended enhancements to the Leon CARES expenditure plan and additional modifications for Board consideration based upon the progress made to date in implementing the plan, feedback from community partners, input from the County's contracted consulting team assisting with the implementation of the plan, and Leon County's continuous evaluation of statewide best practices. Leon County has made significant progress in implementing the various assistance programs included in the Leon CARES expenditure plan in the initial weeks since these programs launched. However, several additional strategies have been identified to further streamline these programs, simplify the application process, and expedite funding assistance to meet the community's greatest needs resulting from the COVID-19 pandemic, as presented in this item. Should the Board wish to approve the program enhancements recommended in this item, the County Administrator will initially reallocate \$3.5 million from the Reserve/Replenishment account to provide the increased level of Small Business Assistance awards discussed earlier, and an additional \$1.5 million to meet the continuing needs identified by community partners in the areas of food insecurity, homelessness assistance, and primary healthcare. Moving forward, with the Board's authorization, the County Administrator will continue to reallocate funds in order to efficiently and effectively address need for assistance across all programs.

At this time, Congress has not yet passed any legislation extending or modifying the eligible uses of Coronavirus Relief Funding, and it is not certain when or if this will occur. In the absence of any such legislation, the deadline to expend the entirety of the County's allocation of Coronavirus Relief Funding remains December 30, 2020 as provided in the CARES Act, and any funds unspent at that time will revert to the U.S. Treasury. Accordingly, the recommendations proposed in this item and the additional potential modifications for which this item seeks Board direction are intended to maximize the use and impact of the County's full allocation of CARES Act funding.

Options:

1. Approve the following enhancements to the Leon CARES Individual Assistance program:
 - a. Increase the income threshold from 80% of AMI to 120% of AMI to reach additional households.
 - b. Increase the maximum award per from \$3,000 to \$5,000 per household.
2. Approve the following enhancements to the Leon CARES Small Business Assistance program:
 - a. Increase the base award and supplemental award amounts as follows:

Baseline Awards:	1-10 employees: \$5,000
	11-24 employees: \$7,500
	25-49 employees: \$10,000
	50-100 employees: \$12,500
Supplemental Awards:	"Hardest Hit" Businesses: \$10,000
	MWSBE Businesses: \$10,000
	"Rebounding" Businesses: \$5,000

- b. Expand eligibility for the “Hardest Hit” supplemental award to include businesses in NAICS Industry Code 71 (Arts, Entertainment, and Recreation).
 - c. Reduce documentation requirements for very small businesses meeting the “Hardest Hit” criteria.
 - d. Expand allowable documentation for all other businesses to demonstrate COVID-19-related financial impacts.
3. Authorize the County Administrator to reallocate funding between all programs and the Reserve/Replenishment Account as needed to maximize the use and impact of the County’s allocation of CARES Act funding.
4. Authorize direct payments to applicants in place of the current practice of providing payment to applicants’ landlord, mortgage holder, and/or utility provider in the Individual Assistance program.
5. Board direction.

Recommendation:

Options #1 through #3 and provide Board direction regarding Option #4.

Attachments:

1. July 14, 2020 Budget Workshop Materials
2. OEV September 2020 Business Survey

Leon County Board of County Commissioners

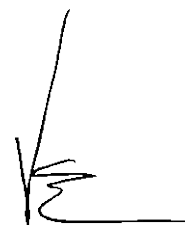
Budget Workshop Item #6

July 14, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed *Leon CARES* Expenditure Plan for Coronavirus Relief Funds



Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review and Approval:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Andy Johnson, Legislative and Strategic Initiatives Nicki Paden, Management Analyst Shington Lamy, Director, Office of Human Services & Community Partnerships Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality Scott Ross, Director, Office of Financial Stewardship Mathieu Cavell, Community Relations and Resilience

Statement of Issue:

This budget discussion item seeks the Board's consideration of a proposed "*Leon CARES*" expenditure plan (Attachment #1) to distribute Leon County's allocation of \$51.2 million in Coronavirus Relief funds under the federal CARES Act. The *Leon CARES* plan would provide funding for essential public health and safety expenditures related to COVID-19, direct assistance to individuals experiencing financial hardship, a broad range of human service needs, and critical economic relief to the local business community, consistent with the requirements of the CARES Act, U.S. Treasury guidance, and the County's Funding Agreement with the Florida Division of Emergency Management. Additionally, the plan would fund and reimburse direct COVID-19-related costs incurred by the County, Constitutional and Judicial Offices, and the City of Tallahassee, also consistent with CARES Act, U.S. Treasury guidance and the County's funding agreement with the Florida Division of Emergency Management.

Fiscal Impact:

This item has a fiscal impact. Leon County is eligible to receive up to \$51.2 million in Coronavirus Relief Funding under the CARES Act. The attached Resolution and Budget Amendment Request (Attachment #2) would allocate these funds as recommended in the proposed *Leon CARES* expenditure plan.

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Staff Recommendation:

- Option #1: Approve the proposed *Leon CARES* expenditure plan for the County's allocation of Coronavirus Relief Funds (Attachment #1).
- Option #2: Authorize the County Administrator to expend Coronavirus Relief Funds as provided in the *Leon CARES* plan, make modifications to program criteria as may be needed to ensure the efficient and timely use of the County's allocation prior to December 30, 2020, and enter into subgrant agreements with fund recipients, subject to legal review by the County Attorney.
- Option #3: Approve the associated Resolution and Budget Amendment Request (Attachment #2).
- Option #4: Authorize the County Administrator to negotiate and execute a final agreement with Ernst & Young, to support the County's implementation of the *Leon CARES* plan (Attachment #3), in an amount not to exceed \$1.1 million, subject to legal review by the County Attorney.
- Option #5: Authorize the County Administrator, if necessary, to execute future change orders with Ernst & Young to support an increase in the number of individual and business applications processed beyond original estimates or to support other programmatic changes made to *Leon CARES*.

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Report and Discussion

Background:

At the June 16, 2020 meeting, the County Administrator recommended and the Board approved a funding agreement with the Florida Division of Emergency Management to receive up to \$51.2 million in Coronavirus Relief Funds authorized by Congress in the CARES Act and directed the County Administrator to prepare a plan for the Board's consideration to allow the County to seek reimbursements for eligible expenditures of these funds. Accordingly, this budget discussion item seeks the Board's consideration of a proposed "*Leon CARES*" expenditure plan for Coronavirus Relief Funds allocated to Leon County (Attachment #1) and an associated budget amendment (Attachment #2). Additionally, as discussed in detail below, this item seeks the Board's consideration to authorize a contract with the consulting firm Ernst & Young to provide services in support of the County's implementation of the *Leon CARES* plan (Attachment #3). Costs associated with these services are reimbursable under the CARES Act and are contemplated in the proposed expenditure plan.

The *Leon CARES* plan provides a broad range of recommended funding allocations for essential public health and safety expenditures related to COVID-19 including enhanced testing and contact tracing, direct assistance to individuals experiencing financial hardship, a variety of human services needs, and critical economic relief to the local business community. Additionally, the plan would fund and reimburse direct COVID-19-related costs incurred by the County, Constitutional and Judicial Offices, and the City of Tallahassee. As discussed in detail in this item, the proposed *Leon CARES* plan would address the immediate public health needs associated with the COVID-19 pandemic while also positioning the County to anticipate future expenditure needs associated with additional waves wave of the virus, the 2020 Atlantic hurricane season, the 2020-21 flu season, and other considerations. The recommendations provided in this budget discussion item for use of the Coronavirus Relief funds are a balance between Leon County's continued efforts to provide citizens with immediate support and relief and an intentional focus on recovery.

On March 27, 2020 Congress passed the "Coronavirus Aid, Relief, and Economic Security Act" (the "CARES Act," H.R. 748) to provide direct economic assistance in response to the financial fallout related to the COVID-19 pandemic. This legislation provides \$2.2 trillion of economic relief and stimulus for businesses, individuals, federal agencies, and state and local governments, including a \$150 billion Coronavirus Relief Fund for state and local government to help offset necessary expenditures incurred due to the COVID-19 public health emergency. As provided in the CARES Act, 12 Florida counties with a population greater than 500,000 received direct allocations from the U.S. Treasury totaling \$2.47 billion. Counties less than 500,000 in population, including Leon County, were not eligible to receive a direct payment under the CARES Act. However, the bill allowed states to distribute funds to local governments under 500,000 in population, and on June 10, the Governor announced that the State of Florida will disburse the remaining funds allocated to Florida (totaling up to \$1.275 billion) to counties with a population below 500,000 through FDEM for expenditures eligible for reimbursement.

The State of Florida was allocated \$8.3 billion in Coronavirus Relief Funds under the CARES Act. The Act required 45% of these funds (or \$3.7 billion) to be reserved for local governments; of this

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total, the 12 Florida counties above 500,000 in population that were eligible for direct payments from the Treasury received \$2.47 billion, leaving \$1.275 billion to be distributed to the remaining local governments in Florida by population proportion. Based on the formula, Leon County is eligible to receive reimbursement up to \$51.2 million for qualified expenditures. Each county will receive an initial disbursement equal to 25% of the county's total allocation. Leon County executed its funding agreement with the State effective on June 18 and has received its initial disbursement totaling approximately \$12.8 million. Under the County's current funding agreement with the state, this initial allocation would allow the County to begin funding assistance programs included in the *Leon CARES* plan as may be approved by the Board, and the balance of the County's allocation would be provided by the state on a reimbursement basis. At this time, the County is also working with FDEM to seek pre-approval of expenditures by the State for advance funding of the remaining 75% of the County's CARES Act allocation.

As discussed in the Analysis section below, the County has conducted an extensive evaluation of the specific statutory and administrative requirements of the CARES Act, local government best practices, and community needs in developing the funding recommendations in the proposed *Leon CARES* plan. This includes engaging the Florida Association of Counties and the National Association of Counties to determine the eligible uses of CARES Act funds based on federal statute and guidance issued by the U.S. Treasury and FDEM. Additionally, these recommendations reflect an exhaustive review of expenditure plans adopted by the 12 Florida counties that received their full allocation of Coronavirus Relief Funds directly from the Treasury to identify the funding strategies these counties have adopted as well as best practices to incorporate into the proposed *Leon CARES* plan. Finally, the County also coordinated extensively with the local business community, healthcare and human service providers, and other local government stakeholders (Constitutional and Judicial Officers and the City of Tallahassee) to identify a broad range of community needs resulting from the COVID-19 public health emergency. Many of these community partners have received direct federal support under other sections of the CARES Act; in these instances, the *Leon CARES* plan seeks to leverage the County's allocation to most effectively meet these community needs. In addition, other community partners not funded through *Leon CARES*, such as the universities and hospitals, have received their own direct allocation of CARES Act funding and are subject to their own specific rules and guidance.

Analysis:

The Analysis section of this budget discussion item begins by providing an overview of the eligible uses of Coronavirus Relief Funds. As discussed below, the eligible uses of these funds are limited to covering only necessary, unbudgeted expenses related to the COVID-19 public health emergency and must be expended by December 30, 2020. At this time, these funds may not be used to offset decreases in revenues as a result of the economic impact of the pandemic; as such, this funding does not address the significant challenge of balancing the County's budget given the severe revenue losses associated with the conscious decision to shut down the economy to help mitigate the spread of COVID-19.

This section also provides a comparative analysis of expenditure plans established by the 12 large Florida counties that have already received funding directly from the Treasury to identify the strategies that these counties have adopted for qualifying uses of their allocated Coronavirus Relief

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Funds. Finally, this section presents a proposed “*Leon CARES*” expenditure plan for the Board’s consideration that would provide funding for essential public health and safety expenditures related to COVID-19 including enhanced testing and contact tracing, direct assistance to individuals experiencing financial hardship, a variety of human services needs, critical economic relief to the local business community, and direct COVID-related costs incurred by the County, Constitutional and Judicial Offices, and the City of Tallahassee.

Eligible Uses of Coronavirus Relief Funds:

Under Section 5001 of the CARES Act, Coronavirus Relief Funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or local government; and
3. Were incurred between March 1, 2020 and December 30, 2020.

To date, the U.S. Treasury has issued a “Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments” document, updated as of June 30 (Attachment #4), as well as a Frequently Asked Questions document (Attachment #5), updated June 24. Under the guidance provided in these documents, eligible uses of Coronavirus Relief Funds include the following specific categories:

- Medical expenses
- Public health expenses
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency
- Expenses to facilitate compliance with COVID-19 related public health measures
- Expenses related to the provision of economic support in connection with the COVID-19 public health emergency
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria

The Treasury guidance also specifically notes that funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the CARES Act.

In the Governor’s June 10 announcement of the State’s plan to share Coronavirus Relief Funds with counties below 500,000 in population, the Governor stated that “All counties... should provide funds to municipalities located within their jurisdiction on a reimbursement basis for expenditures eligible under the CARES Act and related guidance.” As discussed below, the proposed *Leon CARES* plan is consistent with the County’s CARES Act Funding Agreement with

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FDEM and recommends allocating a portion of these funds to reimburse the City of Tallahassee for its eligible COVID-related expenses that are not otherwise reimbursable under the FEMA Public Assistance program, as well as the County's Constitutional and Judicial Offices. All expenditures of these funds, including those made by the County's sub-grantees, must comply with the requirements of the CARES Act and applicable Treasury guidelines.

Comparative Analysis of Other Counties' Expenditure Plans

As indicated above, the CARES Act allowed local governments over 500,000 in population to apply directly to the U.S. Treasury to receive their share of Coronavirus Relief Funds. In Florida, there are 12 counties which met this criterion: Brevard, Broward, Duval, Lee, Miami-Dade, Orange, Palm Beach, Pasco, Pinellas, Polk, and Volusia. Each of these counties developed a plan to guide its local expenditure of Coronavirus Relief Funds. In preparing this budget discussion item, staff evaluated each of these 12 counties' expenditure plans to identify the strategies that these counties have adopted for qualifying uses of their allocated funds as well as best practices to incorporate into the proposed *Leon CARES* plan. Attachment #6 to this item provides a table comparing each of these 12 counties' allocations of their Coronavirus Relief Funds. Following is a summary of the key findings from this comparative analysis:

- Each of the 12 counties established discrete categories for the allocation of their Coronavirus Relief Funds. In general, most counties established categories aligning with the specific eligible uses identified in the Treasury guidance document (i.e., medical expenses, public health expenses, economic support, etc.).
- Each county's plan provides funding for economic support/small business assistance, community social service needs, public health expenses, and reimbursement of eligible COVID-related expenses incurred by the county.
- Most counties either established a reserve/replenishment category or left a portion of their funds unallocated in the event of future unexpected needs (such as expanded testing and contract tracing and non-congregate hurricane sheltering) or for potential Congressional changes to the authorized uses of these funds.
- Most counties' plans allow for reimbursement of eligible expenses incurred by municipalities within their jurisdiction.
- Several counties are contracting with an outside firm to administer their local expenditure plan in order to quickly distribute funds to meet their community's needs while and providing accounting controls and ensuring compliance with the CARES Act.

Proposed Leon County Expenditure Plan – *Leon CARES*:

Based upon the eligible uses of the Coronavirus Relief Funds and the review of other counties' adopted expenditure plans discussed above, this budget discussion item presents a proposed "*Leon CARES*" expenditure plan for up to \$51.2 million in Coronavirus Relief Funds allocated to Leon County (Attachment #1) for the Board's consideration. The proposed plan would provide funding for essential public health and safety expenditures related to COVID-19 including enhanced testing and contact tracing, direct assistance to individuals experiencing financial hardship, a variety of human services needs, critical economic relief to the local business community, and direct

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COVID-related costs incurred by the County, Constitutional and Judicial Offices, and the City of Tallahassee.

As discussed above, most counties' plans include a similar set of funding categories based directly upon the CARES Act requirements and Treasury guidance, including direct individual assistance to help citizens experiencing financial distress as a result of COVID-19. According to a June 2020 article in the *New York Times*, recent studies from research teams at Columbia University, the University of Chicago, and Notre Dame indicate that the expansion of federal assistance provided by Congress in response to the COVID-19 pandemic has prevented a significant rise in poverty. As the article specifically notes:

The Columbia group's midrange forecast has poverty rising only slightly this year to 12.7 percent, from 12.5 percent before the coronavirus. Without the Coronavirus Aid, Relief and Economic Security Act — the March law that provided one-time checks to most Americans and weekly bonuses to the unemployed — it would have reached 16.3 percent, the researchers found. That would have pushed nearly 12 million more people into poverty.

The article also notes that with greater access to the assistance that has been made available, the projected poverty rate may even decrease. Among the forms of assistance that are in the greatest need are rent/mortgage assistance and food assistance, both of which are eligible uses of Coronavirus Relief Funds as provided in the CARES Act. However, as of the publication of this budget discussion item, the expanded \$600 weekly federal unemployment assistance and the moratorium on residential evictions authorized by Congress in the CARES Act are both scheduled to expire on July 25 and have not been extended. Also, while Congressional leaders are expected to consider providing additional direct stimulus payments as part of an upcoming "Phase 4" response measure, Congress has not yet authorized this, and it is not certain when such payments would be issued if approved. These factors underscore the need for continued financial relief and economic assistance which can be provided by Leon County through its allocation of Coronavirus Relief Funds.

The first priority in the proposed *Leon CARES* plan is to fund critical public health and safety strategies to mitigate and contain the spread of the novel coronavirus. In developing the funding recommendations in the plan, staff worked with the Leon County Health Department, local Federally Qualified Health Centers, and the community's primary healthcare providers to estimate the funding assistance that may be needed to support public health measures such as expanded testing, contact tracing, and the purchase of PPE materials in response to COVID-19. The plan also positions the County to anticipate future expenditure needs associated with additional waves of the virus, the 2020 Atlantic hurricane season, the 2020-21 flu season, and other considerations. Following this, the plan prioritizes direct emergency financial relief for individuals and families, support for community-wide social service needs, and assistance to local businesses throughout Leon County to stimulate economic recovery. The recommended allocations in these areas were developed in partnership and support from United Partners for Human Services and the community's human service agencies and the COVID-19 recovery stakeholder group established by the Office of Economic Vitality.

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As discussed above in the comparison of other counties' expenditure plans, all of these counties have established a similar set of funding categories for the use of their allocation of Coronavirus Relief Funds based on the specific statutory requirements and Treasury guidance. While the dollar amounts allocated by other counties vary, staff evaluated the proportion of other counties' funding allocated to each category and gathered input from a variety of community partners across the health care, human services, and business communities to assess the need for assistance locally. Also, based on best practices adopted by other counties, the recommended funding allocations include a reserve/replenishment account to make adjustments as needed to optimize the County's use of these funds. As such, the proposed *Leon CARES* plan establishes three recommended funding categories to ensure that the funds are able to meet the immediate and personal need of citizens, businesses, non-profits, the local health care community, and other local governmental entities. The table below summarizes these proposed expenditure categories, followed by a detailed description of each:

Category:	Funding (% of Total – Approx.):
Public Health, Safety, and Compliance	\$18.2 million (35%)
Individual, Community, and Small Business Assistance	\$22.9 million (45%)
Reserve/Replenishment Account	\$10 million (20%)
<u>Total:</u>	<u>\$51.2 million (100%)</u>

** Due to rounding, some totals may not correspond with the sum of the separate figures.*

Public Health, Safety, and Compliance (\$18.2 million, 35% of total):

This category dedicates funding for expenses related to Leon County's immediate COVID-19 response efforts including enhanced communitywide testing and contact tracing capabilities, purchase and distribution of personal protective equipment (PPE), and expenses incurred by local governmental entities to ensure the continued safe provision of services to the public. This category includes the following allocations:

- **Public Health Response Expenditures (\$6.1 million):**

This funding will support a significant expansion of our community's testing and contact tracing capabilities in partnership with local primary healthcare providers. This includes an expansion of testing capacity throughout the community as well as for targeted high-risk populations. In April 2020, the federal government set a testing goal for states to test 2% of their population per month as a measure to help states and communities safely reopen businesses and ease social distancing measures intended to slow the spread of the novel coronavirus. This equates to approximately 5,876 tests per month in Leon County or 200 tests per day. Leon County has exceeded this goal substantially, with tests administered locally to over 4% of the population, or approximately 11,752 tests, each month. As the demand for testing increases, however, the Leon County Health Department (LCHD)

recommends expanding testing capacity, with an additional focus on testing in high-risk areas of the community.

Based on a matrix developed by LCHD to identify and prioritize census tracts with the highest risk to contract COVID-19, this category provides funding that will enable LCHD, Bond Community Health Center, Neighborhood Medical Center, and North Florida Medical Center to conduct approximately 1,200 tests each week in these high-risk census tracts, which are located in zip codes 32304, 32301, and 32303. On a weekly basis, the FQHCs will set-up mobile sites at a specific school, church, community center, etc. in the targeted areas. The sites will be fully staffed using tents and fans to ensure clients are protected from the heat. Overall, this funding will enable the County's healthcare partners to increase the local testing capacity by approximately 5,000 tests, or 45%, per month. In addition to the targeted census tracts, Bond and Neighborhood Medical Center will provide support to the emergency homeless shelters in providing regular COVID-19 testing to clients as well as primary care services utilizing their respective mobile units. This category also includes \$3.1 million that may be used to further expand COVID-19 testing and contact tracing during the remainder of the current calendar year should the need arise. This may include establishing an additional testing site similar to the Northwood Center location if such a facility is determined to be needed in coordination with LCHD. Of note, the County is coordinating regularly with the Florida Division of Emergency Management and other partners to identify additional opportunities to further expand local testing capacity by leveraging state and federal resources, including a testing location anticipated to be opened by FDEM at a local Home Depot store.

In addition, given the priority of COVID-19, the Health Department is currently using existing staff from other Health Department programs to perform contact tracing. Under the proposed plan, four new dedicated contact tracing teams will be established. In total, the teams will be able to investigate 600 cases/week and trace 1,920 contacts/week. If demand exceeds the team's capacity, additional funding can be allocated to support more contact tracing. Also, the Health Department will have dedicated staff work half days in each school. Teachers will screen students for COVID-like illness in the classroom first thing in the morning and any positive screens will be sent to a location monitored by the school health staff. Students will be rescreened and sent home if needed. School health staff will also provide additional screening of students for COVID-like illness and collect surveillance data for monitoring and tracking of COVID19 in the schools.

In addition, funding in this category will also be made available for The Apalachee Center, FAMU Pharmacy, and the We Care Foundation for unanticipated and unfunded expenses incurred due to COVID-19 such as PPE, cleaning supplies, technology enhancements, and personnel costs. A sub-grantee funding agreement will be entered into with each entity and payments will be made on a reimbursement basis for actual expenditures incurred. This will ensure that the partners of the County's Primary Healthcare Program continue to have the necessary resources to serve the medical needs of Leon County low-income residents.

- **Government Response & Compliance (\$12.1 million)**

This category also dedicates funding to recover costs incurred directly by local government, County Constitutional Offices, and Judicial Offices to respond to the COVID-19 public health emergency. This category of funding is intended to support expenses that are not eligible for reimbursement under the FEMA Public Assistance (PA) program. However, these funds may be used to satisfy the non-federal matching requirement under FEMA PA. Eligible expenses in this category include facility improvements, service adjustments, and acquisition of materials and equipment to ensure the continued safe provision of governmental services to the public. This funding will also provide for the reimbursement of expenses incurred by Leon County to support non-congregate homeless sheltering, a tourism remarketing campaign promoting the resumption of destination activities and business re-openings in Leon County, and a robust public education and awareness campaign promoting the *Leon CARES plan*. This category also includes funding for consultant services for the infrastructure and administration of the County's implementation of the *Leon CARES* plan as discussed in further detail later in this item. The County has worked with the City of Tallahassee, Constitutional and Judicial Offices to determine eligible costs that will be supported through this category on a reimbursement basis.

Individual, Community, and Small Business Assistance (\$22.9 million, 45% of total):

This category dedicates funding to provide direct emergency financial relief for individuals and families, support for community-wide social service needs, and assistance to local businesses throughout Leon County (including within the City of Tallahassee) to stimulate economic recovery. This category includes the following allocations:

- **Individual Assistance Program (\$7.5 million):**

The *Leon CARES* Individual Assistance program will provide critical financial support to households throughout Leon County, including those within the City of Tallahassee, that are experiencing severe economic hardship due to COVID-19. This program will provide up to \$3,000 in one-time assistance to these households to support past-due rent, mortgage, and utility bills (equal to approximately two months of housing and utility bills based on the HUD Fair Market Rent value for a three-bedroom apartment in Leon County). According to Legal Services of North Florida, landlords typically move forward with evicting tenants due to non-payment once the rent amount is two months in arrears.

As of the publication of this budget discussion item, Congress is expected to negotiate and consider additional "Phase 4" relief legislation in mid-July. This legislation may include extensions and/or modifications of assistance programs currently provided to these individuals, including food and nutrition assistance, federal unemployment assistance to supplement state unemployment, rental assistance for individuals residing in public housing, and more. Pending further federal relief from Congress, the proposed *Leon CARES* Individual Assistance program will provide immediate help for Leon County citizens to avoid homelessness or utility disconnection as a result of economic hardship due to COVID-19.

The Individual Assistance program targets residents in low-income households as defined by HUD (i.e., those that earn less than 80% of the area median income) who have experienced layoffs, furloughs, or reduced work hours as a result of COVID-19. This income threshold is utilized in several HUD programs, including the Public Housing Program and the Section 8 Housing Choice and Project-Based Voucher Programs, as well as in programs run by agencies such as the Department of the Treasury, the Department of Agriculture, and the Federal Housing Finance Agency. Based on income data published by HUD and the County's current unemployment rate, there are an estimated 3,000 such households in Leon County that may be experiencing financial difficulty in meeting their basic living expenses. However, the number that apply could be either greater or fewer, and not all applicants will request the full award. Accordingly, and as described below, the plan includes a strategy to adjust the parameters of the Individual Assistance program as may be needed following an initial round of applications to ensure that the County's funding reaches those households in the greatest financial need.

To be eligible for Individual Assistance, applicants must reside in Leon County, earn less than 80% of the area median income, and demonstrate a loss of income of at least 25% between March and December due to COVID-19. Applicants must also be working an average of 30 hours per week or have worked an average of 30 hours per week prior to being laid off, furloughed, or had work hours reduced by their employer. Eligible applicants may receive up to \$3,000 in one-time assistance to support past due rent, mortgage, and utility bills. Any funding awarded under the Individual Assistance program will be paid directly to the landlord, mortgage holder, or utility provider.

The *Leon CARES* plan contemplates distributing funding through this category in successive application periods in order to ensure that funds are most efficiently allocated to those households in the greatest need. An initial application period will be opened in August 2020 and will be open to any Leon County resident who has suffered an economic hardship (i.e., loss of at least 25% of income) due to COVID-19, and who earns less than 80% of the area median income. Upon review and approval of a completed application payments will be made directly to the landlord, mortgage holder or utility provider. For payment to occur, the landlord, mortgage holder or utility must acknowledge they will not evict or turn off power for at least thirty days. If funds remain after this initial application period, subsequent application periods may be made available and the County may expand the eligibility criteria to reach additional households.

Of note, on June 25, 2020, the Governor announced that the State of Florida will allocate \$120 million to counties to provide rental and mortgage assistance for Florida families that have been negatively impacted by the COVID-19 pandemic. As of the publication of this agenda item, the State has not published information on eligible uses of these funds or county-by-county allocations. Once this information is available, a separate agenda item will be brought back for the Board's consideration to allocate these funds based on eligible uses allowed by the State and to execute a funding agreement.

- **Community Assistance Program:**

The *Leon CARES* Community Assistance program dedicates funding to address food insecurity, childcare assistance, and support for mental health and homelessness services.

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A portion of this funding allocation will be dedicated to local human services nonprofit organizations for unanticipated programmatic and operational expenses incurred due to COVID-19. Proposed expenditures within this category are as follows:

- *Food Insecurity (\$3.3 million)*: Given the significant increase in unemployment caused by COVID-19, food insecurity continues to grow in Leon County. With the additional Federal unemployment compensation expiring at the end of July, food insecurity will continue to increase. Second Harvest of the Big Bend is a non-profit food bank that accepts and distributes donations of food through a network of 135 to local food pantries, soup kitchens, homeless shelters, senior community centers and children's feeding programs. According to Second Harvest, by distributing approximately 3 million meals, their proposal addresses the food insecurity needs of the community's most vulnerable populations with those of lower income working families and young adults. Each program is designed to be expanded or reduced to accommodate the actual need and response. Second Harvest's proposal includes the following programs targeting these populations:
 - Expanded Child Nutrition program: 5,000 bags of food provided to food-insecure children on a weekly basis over the 37-week school year
 - Expanded Senior Grocery program: 2,500 boxes of food to food-insecure seniors on a monthly basis through the rest of the calendar year
 - New program for high-risk/homeless individuals: 700 boxes of food weekly to this population for 26 weeks, in coordination with the Big Bend Continuum of Care
 - Expanded mobile feeding: two additional mobile distributions weekly targeting working families and the ALICE population, food-insecure younger adults, and at Sunday worship services

In addition to the growing demand for food, due to the COVID-19 pandemic, 10% of Second Harvest's partner agencies including not-for-profit organizations and churches have suspended food distribution out of an abundance of caution for their employees and volunteers. Centralizing *Leon CARES* funding for food insecurity through Second Harvest leverages their existing food distribution infrastructure and thereby avoids the County duplicating this effort with 135 individual organizations.

Attachment #7 is Second Harvest's proposal to leverage Leon CARES funds to support the distribution of approximately 3 million meals to address food insecurity within the targeted populations.

- *Local Human Services Assistance (\$2.0 million)*: With the partnership and support of United Partners for Human Services, this category dedicates funding to provide up to \$20,000 of one-time assistance to approximately 100 local human service agencies to support unanticipated programmatic and operational expenses incurred due to COVID-19. Applicants must be a 501(c)(3) organization registered with the State of Florida and provide direct human services to Leon County residents to be eligible. Eligible expenses may include programmatic enhancements to address an increase in needs of Leon County residents due to COVID-19 including legal

services, temporary shelter, and computer and technology equipment. Eligible expenses may also include the purchase and/or reimbursement of PPE, personnel costs, facility retrofit expenditures, and other unanticipated administrative expenses directly related to COVID-19. Leon County Human Services and Community Partnerships (HSCP) will administer the approval and distribution of funding to eligible agencies on a reimbursement basis, consistent with state and federal guidelines.

- *Homelessness Support (\$1.0 million)*: In March 2020, Leon County convened a Local Homeless COVID-19 Task Force to identify and support the programmatic, operational, and capital needs of the four homeless service providers in Leon County. Leon County has four emergency shelters designated for the homeless population: the Kearney Center for single individuals experiencing homelessness; Hope Community operated by Big Bend Homeless Coalition for families; Capital City Youth Services (CCYS) operates the youth shelter; and Refuge House operates the shelter for domestic violence victims.

To reduce the spread of COVID-19 among the homeless and to mitigate the impact of infection, shelters are complying with Center for Disease Control guidance which recommends separating beds and cots within congregate settings by three feet for healthy individuals and six feet for clients affected by respiratory conditions. In order to provide service to smaller groups, the shelters have attempted to reconfigure their spaces; however, these spaces were designed to maximize space in congregate settings through dormitory-style bed quarters, communal bathrooms, and large cafeterias. As a result, this has decreased the availability of homeless beds in the community by approximately 45%. Additionally, the homeless providers have suspended services such as meals and showers to clients that do not reside in the facilities to prevent the spread of COVID-19.

The County has been working to coordinate resources with the City of Tallahassee and the Big Bend Continuum of Care (CoC) to support the programmatic, operational, and capital needs of the homeless service providers. To address the need to reduce capacity at the facilities, the City and CoC funding has been focused on securing stable and permanent housing for clients of the emergency shelters. The City recently received \$1.8 million in Emergency Solutions Grant funds through the CARES Act for programs and operations such as emergency shelter operations, rapid rehousing, homeless prevention, homeless diversion, and outreach. Also, the Big Bend Continuum of Care was awarded approximately \$750,000 for programs such as emergency shelter operations, homeless prevention, rapid rehousing, and outreach. Additionally, the County has partnered with the Salvation Army to provide non-congregate sheltering for homeless individuals and families that may test positive for COVID-19 in local hotels and to establish a Community Relief Center to provide day services to unsheltered homeless. During the April 14, 2020 meeting, the Board authorized \$300,000 in funding to support these efforts. Of note, later this summer, the Kearney Center intends to apply to FEMA for reimbursement of up to 75% of the cost incurred for transitioning its

clients into hotels and apartments. On behalf of the homeless shelter providers, Leon County applied and received pre-approval for the use of non-congregate sheltering such as hotels for individuals that test positive for COVID-19, have been exposed to COVID-19, or are in a high risk group that require social distancing for precautionary measures.

While the funding available to homeless service providers through the City and the Continuum of Care has been focused on securing stable and permanent housing for clients of the emergency shelters, as discussed above, this proposed funding category in the *Leon CARES* plan seeks to assist the four emergency shelter partners with facility modifications in order to meet CDC guidelines for physical distancing to prevent the spread or outbreak of COVID-19. This funding will support the reconfiguration of HVAC systems, widening of public entrances, redesign of eating spaces, and the lease or purchase of additional transport vehicles.

- *Childcare Support (\$920,000)*: Based on feedback from local human service partners, childcare assistance is one of the highest needs in the community due to the impact of COVID-19. While non-essential workers may be eligible for expanded family and medical leave under the Families First Coronavirus Response Act or may be able to work remotely to provide care for their children, many essential workers must continue reporting to their worksites and consequently are the most impacted by these closures.

Under the proposed *Leon CARES* plan, the County will contract with the Early Learning Coalition of the Big Bend (ELC) to provide up to five (5) months of childcare assistance to certain essential services workers, as identified in State of Florida Executive Order Number 20-91, in Leon County. Currently, the ELC is providing childcare vouchers supported by state funds for income-eligible essential services workers in the health care industry as well as public safety first responders. ELC also monitors child care providers' operational status and assists with connecting families with available providers. This category of funding in the *Leon CARES* plan would support childcare vouchers for essential services workers in other industries not supported by the state funding ELC receives, such as food and agriculture, energy and utilities, and transportation and logistics. Under this category, the ELC will provide up to \$800 in monthly financial assistance for up to five months (August – December) to 200 eligible households. ELC will determine the appropriate income threshold for eligibility.

- *Emergency Mental Health Services (\$100,000)*: Additional feedback from local human services partners indicates that access to mental health is a critical community need. Many of these providers assist clients who have been impacted by COVID-19 in a variety of ways including job loss, reduced income, or anxiety, depression, and feelings of isolation. According to 2-1-1 Big Bend, suicide calls between January and May 2020 increased 33% compared to the same period in 2019. Several local human service providers have recommended that a portion of *Leon CARES* funding be utilized to expand the capacity of 2-1-1 Big Bend to address this increase in call volume. The Apalachee Center has confirmed that it has the capacity available to receive additional referrals for emergency mental

health services to meet this need. Accordingly, funding in this category will support the hiring of two additional positions by 2-1-1 Big Bend to triage mental health calls to appropriate free or low-cost mental health services in Leon County. The 2-1-1 Big Bend Mental Health Triage Specialists will be responsible for providing support to the call takers by referring callers experiencing mental health crisis immediately to local mental health resources including scheduling counseling appointments, dispatching the Mobile Response Team, or connecting telehealth services for mental health.

- *Local Economic Assistance for Nonprofits (LEAN) Program Reimbursement (\$602,500)*: In April 2020, the Blueprint Intergovernmental Agency activated the LEAN grant program to assist local non-profits impacted by the COVID-19 pandemic by providing funds to support the continuity of their operations. The LEAN program, administered by the Tallahassee-Leon County Office of Economic Vitality, allocated a total of approximately \$600,000 in grant funding to over 230 local nonprofit organizations. The *Leon CARES* program will provide for the reimbursement of this grant funding to the Blueprint Intergovernmental Agency, which is an eligible expense under the CARES Act.

- **Small Business Assistance Program:**

According to a recent study by the National Bureau of Economic Research, the COVID-19 pandemic has severely impacted small businesses. From February through April 2020, the number of working business owners in the U.S. declined by approximately 3.3 million, or 22% of businesses nationwide. Further, according to the study, minority- and woman-owned small businesses were hit the hardest, with 41% of Black-owned businesses closing, 32% of Latinx-owned businesses, and 25% of woman-owned businesses. Accordingly, this category of the *Leon CARES* plan designates funding to provide direct assistance to local small businesses for COVID-19-related expenditures, with proposed supplemental awards for businesses that have been disproportionately impacted. In addition, this category dedicates funding for the three local Chambers of Commerce to provide technical assistance to businesses applying to the Small Business Assistance Program as well as training to support the restart, re-launch, and re-opening of local businesses that experienced closures due to COVID-19. Proposed expenditures within this category are as follows:

- *Small Business Assistance Program (\$6.0 million)*: Small businesses nationwide have suffered significant impacts as a result of the COVID-19 pandemic. Many businesses have been forced to shut down for periods of time resulting in severe impacts to their revenues; others have incurred significant expenses related to keeping their employees and customers safe. Demonstrating the substantial need for small business assistance in Leon County, the Blueprint Intergovernmental Agency activated a small business grant program in March 2020 which distributed its entire \$1 million allocation in just 10 days. Based on feedback from a stakeholder group organized by the Office of Economic Vitality, there is a significant need for continued small business assistance in the Leon County community.

The *Leon CARES* Small Business Assistance program will provide \$1,500 to \$6,000 grants to approximately 3,100 qualifying small businesses, based on the business' number of employees, to cover business expenses directly related to COVID-19 including employee wages, vendor bills, rent, utilities, promotion, and employee/customer safety costs. There are 8,493 businesses with less than 100 employees in Leon County. Based on the responses to OEV's Business Impact Survey there could be up to 5,900 businesses eligible for the grant program. It is not known at this time if the survey responses are representative of the full extent of businesses in Leon County impacted by COVID-19. However, depending on the demand for the small business assistance program, if additional assistance is needed beyond the initial funding allocation, a second round of assistance could be considered later using a portion of the proposed Replenishment/Reserve account (discussed in further detail below).

Eligible for-profit business businesses will be required to provide documentation to verify that the principal business address is located in Leon County, number of employees, and that the business has experienced business interruption costs, a minimum 25% reduction in revenue year-over-year, or a 25% increase in costs as a result of COVID-19 between March and June 2020. Eligible business will be required to pledge in good faith to make all efforts to remain operational after applicable local and state emergency guidelines are removed and commit to following the COVID-19 Prevention Measures recommended by the U.S. Centers for Disease Control and Prevention.

All Leon County businesses that meet grant eligibility criteria (discussed below) can also receive assistance under the *Leon CARES* program, including businesses that previously received funds from the COVID-19 Economic Disaster Relief (CEDR) Program. Grants from CEDR were designed to rapidly infuse funding into businesses immediately impacted by COVID-19 in the absence of federal funding. In short, CEDR served as "a bridge to a bridge." The *Leon CARES* Small Business Assistance grant program is designed to provide assistance to our local businesses as they start re-opening and re-launching in accordance with Florida's "Safe. Smart. Step-by-Step. Plan for Recovery."

Funding awards under the *Leon CARES* Small Business Assistance program will be determined based on the number of employees. Once approved, businesses with 1-10 employee will be awarded \$1,500, businesses with 11-24 employees will be awarded \$2,500, businesses with 25-49 employees will be awarded \$5,000, and businesses with 50-100 employees will be awarded \$6,000. In addition, eligible businesses may receive supplemental awards for meeting certain criteria as follows:

- "Hardest Hit" Businesses: provides a supplemental \$500 award to businesses directly impacted by the state of Florida's Stay at Home Order. Businesses must be within one of the following sectors to be eligible: Accommodation & Food Services (NAICS 72); Retail Trade (NAICS 44-45); or Other Services (NAICS 81). Eligible businesses will be required to demonstrate at least a 50% revenue loss related to the economic effects of COVID-19.

- **MWSBE Businesses:** provides a supplemental \$500 award to address the disproportionate effect of the COVID-19 pandemic on minority-owned and women-owned small businesses. According to a May 2020 report by McKinsey & Company, the COVID-19 crisis “could disproportionately affect minority-owned small businesses for two critical reasons: they tend to face underlying issues that make it harder to run and scale successfully, and they are more likely to be concentrated in the industries most immediately affected by the pandemic.” In addition, OEV’s business impact survey found that 53% of minority and women owned businesses experienced a fifty percent or greater decline in revenue, compared to 39% of non-minority/woman owned businesses. To receive this supplemental award, eligible businesses must provide documentation of certification as a Minority and Women Business Enterprise with the Office of Economic Vitality as of June 1, 2020; certification with the Florida Department of Management Services’ Office of Supplier Diversity (OSD) as of June 1, 2020; or proof that an application has been submitted to become a certified MWBE with the Office of Economic Vitality or certified OSD vendor with the State of Florida.
- **“Rebounding” Businesses:** provides a supplemental \$500 award to eligible business that certify that they will hire two or more new full-time or part-time employees in the next 30 days.
- ***Local Chambers of Commerce Support (\$300,000):*** Based on feedback from the business stakeholder group organized by the Office of Economic Vitality, there is a significant need to provide training to help local small businesses adapt to new technologies and practices as a result of the COVID-19 pandemic. Also, the group identified a need to assist local businesses with applying for the assistance contemplated in the proposed *Leon CARES* plan, including assembling required documentation, explaining rules, entering information into an application portal, and liaising between the County and the applicant to provide follow up information if needed. Accordingly, this category of funding under the *Leon CARES* plan dedicates funding for the Big Bend Minority Chamber of Commerce, Capital City Chamber of Commerce, and Greater Tallahassee Chamber of Commerce to conduct training and engagement activities for local businesses seeking to restart, re-launch, and re-open as a direct result of COVID-19 business interruptions. Additionally, the Chambers will help local businesses to assess needs, coordinate resources, and implement training for current and new employees centered on new technologies and business practices as a result of COVID-19 and support new education for employees such as certifications, degrees, and apprenticeships. The Chambers will also support the implementation of the Small Business Assistance Program by promoting the program and providing technical assistance to businesses seeking to apply. The Florida A&M University Small Business Development Center has also indicated its availability to provide technical assistance to businesses applying for *Leon CARES* Small Business Assistance at no additional cost.

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- *COVID-19 Emergency Disaster Relief (CEDR) Program Reimbursement (\$1.2 million)*: In April 2020, the Blueprint Intergovernmental Agency activated the CEDR grant program to assist local businesses impacted by the COVID-19 pandemic. The CEDR program, administered by the Tallahassee-Leon County Office of Economic Vitality, allocated a total of approximately \$1.2 million in grant funding to nearly 500 local businesses. The *Leon CARES* program will provide for the reimbursement of this grant funding to the Blueprint Intergovernmental Agency, which is an eligible expense under the CARES Act.
- **Reserve/Replenishment Account (\$10 million, 20% of total)**:

The establishment of a Reserve/Replenishment account is a key component of the proposed *Leon CARES* program. This category establishes a reserve funding that may be allocated to any of the categories above based on future needs or for any potential changes in federal guidance that may allow for new uses without impacting existing categories. The establishment of a reserve/replenishment account is a common element among other counties' adopted CARES Act expenditure plans. As discussed earlier in this item, all Coronavirus Relief Funds must be expended by December 30, 2020 and any funds not expended by that date will revert to the U.S. Treasury. Following the July 14 budget workshop, the County will immediately begin implementation of the *Leon CARES* plan as approved by the Board in order to distribute this funding assistance throughout the community as quickly as possible. Accordingly, this item recommends authorizing the County Administrator to expend funds according to the *Leon CARES* plan. As discussed earlier in this item, this may include modifying the Individual Assistance program criteria as may be needed in order to ensure the efficient and timely use of the County's allocation and to reach households experiencing economic distress due to COVID-19. At the October 13, 2020 meeting, the County Administrator will present a status report to the Board on the County's progress in implementing the *Leon CARES* plan, including any recommendations that may be warranted at that time for reallocating funds between categories or from the Reserve/Replenishment account.

Implementation of the *Leon CARES* Plan

Should the Board approve the proposed *Leon CARES* plan, the County will leverage the existing assistance infrastructure in the community to quickly provide the support and relief provided in the plan. The plan contemplates utilizing existing partnerships with the local health care community, nonprofit human service agencies, the local business community, and other community partners to tailor assistance processes for individuals and families in alignment with the CARES Act guidance. The support and relief provided in the plan will be countywide and will be available to residents in both the unincorporated area as well as within the City of Tallahassee. To widely promote the *Leon CARES* plan, the County's Community and Media Relations team will implement a broad public information and awareness campaign across a variety of communications media. This will include promoting the availability of direct individual and business assistance as well as a flexible, rapid-response campaign to promote COVID-19 testing to targeted populations.

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To recognize and appropriate Coronavirus Relief Funds during the current fiscal year as proposed in the *Leon CARES* plan, this item includes a Resolution and Budget Amendment Request (Attachment #2) which would establish a special revenue fund to facilitate tracking of expenditures and reimbursements.

Finally, to implement the proposed *Leon CARES* plan, this item seeks the Board's consideration to contract with Ernst & Young, an international tax, accounting, and business consultancy, to quickly develop and deploy a responsive solution for the expeditious administration of funds in compliance with the requirements of the CARES Act. Hillsborough County has also engaged Ernst & Young for similar services related to the administration of its CARES Act funds and has provided positive feedback based on its experience. As discussed throughout this item, implementation of the proposed *Leon CARES* plan will require the timely processing of thousands of applications for assistance. Also, in order to ensure full compliance with the CARES Act and the County's funding agreement with the state, this will also require strict financial controls and accounting measures to collect and organize documentation that will need to be submitted to the state for reimbursement. Ernst and Young's services will include establishing a program infrastructure to administer the full life cycle of the *Leon CARES* program.

Ernst & Young offers management consulting services through an available Florida State Term Contract, the use of which complies with Section 5.12 of the County's Procurement Policy related to cooperative purchasing. However, specific provisions in the State Term Contract would delay the procurement process beyond the time-frame necessary to implement *Leon CARES*. To ensure the timely implementation of *Leon CARES*, it is recommended that the consulting services be authorized under the County's Local Declared State of Emergency. A draft statement of work was developed using the terms and conditions of the state contract; however, through negotiations, Ernst & Young has agreed to a discounted fee that is 20% lower than the State Contract rates. Due to the time-sensitive nature of this funding, the processing of thousands of individual and business assistance applications, and the positive feedback from other communities who are similarly working with Ernst & Young as discussed above, staff has negotiated a preliminary agreement (Attachment #3) for the Board's consideration to implement an industry-leading solution that includes the following principal components: (1) a community-facing electronic portal, application processing system, and support help desk capability to launch and administer the proposed Individual Assistance and Small Business Assistance programs; (2) a dashboard for accurately tracking and reporting all of the County's committed and expended CARES Act funds and community-impact-based performance metrics, such as the number and types of businesses receiving grants; and (3) programmatic advisory support to help ensure the County fully complies with state and federal reporting guidelines and provides visibility, transparency, and governance through the end-to-end funding lifecycle. Ernst & Young has provided an estimate for these services not to exceed \$1.1 million, or 2.1% of the County's total allocation. Ernst & Young's services are fully reimbursable under the CARES Act. While the contract contemplates the full implementation of *Leon CARES*, the contract does allow for increased payments in the event additional services are necessary to support an increase in the number of individual and business assistance applications processed or if other programmatic changes are made to *Leon CARES*.

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Summary and Conclusion:

This budget discussion item presents a proposed “*Leon CARES*” expenditure plan to distribute \$51.2 million in CARES Act funds to meet critical community needs related to COVID-19. Leon County has conducted an extensive evaluation of the specific statutory and administrative requirements of the CARES Act, local government best practices, and community needs in developing the funding recommendations in the proposed *Leon CARES* plan.

The ongoing COVID-19 pandemic has significantly impacted the lives and livelihoods of citizens throughout Leon County. In addition to the public health and safety threats of COVID-19, impacts of the pandemic to local businesses have affected citizens’ ability to meet basic living expenses due to layoffs, furloughs, and reductions in work hours. The proposed *Leon CARES* plan presented in this budget discussion item provides resources that are needed to enhance the community’s testing and contact tracing capabilities which are critical components of a safe re-opening strategy. In addition, the plan seeks to address the unique needs of our community and local economic ecosystem by providing direct emergency financial relief for individuals and families, support for community-wide social service needs, and assistance to local businesses throughout Leon County to stimulate economic recovery. The plan also looks forward to the possibility of future needs associated with additional waves of the virus, the upcoming hurricane and flu seasons, and the possibility that Congress may supplement or expand the eligible uses of Coronavirus Relief Funds, potentially including revenue replacement. Finally, the plan contemplates retaining consulting services from Ernst & Young, an industry-leading firm, to support the County’s implementation of the specific funding programs. Ernst & Young’s support will be critical to facilitate the expedient processing of a high anticipated volume of applications, establish financial controls to meet rigorous accounting requirements, and ensure full compliance with state and federal funding requirements.

The State’s plan to distribute Coronavirus Relief Funds is positive for Leon County, as it will provide assistance needed to recoup funds (current and future) expended for the County’s COVID-19 response efforts and provide immediate support and relief to the community. However, the eligible uses of these funds are very limited and do not address the significant challenge of balancing the County’s budget given the severe revenue losses associated with the conscious decision to shut down the economy to help mitigate the spread of COVID-19. As discussed earlier in this item, the CARES Act did not specifically allow Coronavirus Relief Funding to be used to offset decreases in revenues directly resulting from the COVID-19 pandemic.

Leon CARES was developed to comply with all applicable federal laws and guidance and the County’s agreement with the State. To further ensure all future expenditures are eligible for reimbursement, Leon County has provided a copy of the proposed *Leon CARES* plan to the Florida Department of Emergency Management (FDEM) for review. FDEM is the state agency responsible for administering the CARES Act funding to the counties. On July 2, FDEM provided preliminary feedback on the plan and indicated that it believes the proposed expenditures are eligible under the CARES Act. At this time, the County is continuing to work with FDEM to seek advance reimbursement for eligible expenses in order to meet cash flow needs.

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At this time, Leon County's Office of Management and Budget staff project an overall decrease of up to \$17 million in total revenue including both FY 2020 and FY 2021. To mitigate this, the County implemented a hiring freeze beginning in March, suspended non-essential travel and training, and rejected bids for capital projects that were previously budgeted. Should the County be unable to utilize federal financial assistance to offset revenue losses, this opportunity will be lost and the County will have to consider potential programmatic reductions, reductions to the County's capital program, potential tax increases, or increased use of fund balance in order to balance the upcoming fiscal year's budget. The County's legislative affairs team is actively working with the County's contract lobbyists, state and federal legislative delegations, the Governor's office, the Florida Association of Counties, and the National Association of Counties to advocate for additional, flexible federal assistance, or at minimum, a statutory change that would allow these existing funds to be used to replace lost revenues. In recent weeks, the U.S. House has passed a bill (the "HEROES Act," H.R. 6800) that would provide additional funding to counties that could be used to offset lost revenues and the Treasury Secretary has suggested that the administration may be supportive of funding to help state and local governments address their financial needs stemming from the COVID-19 pandemic. Should Congress allow these funds to be used to offset revenue decreases in the future, the reserve/replenishment account proposed in the *Leon CARES* plan would enable the County to recoup these revenues without impacting the other funding categories.

Options:

1. Approve the proposed *Leon CARES* expenditure plan for the County's allocation of Coronavirus Relief Funds (Attachment #1).
2. Authorize the County Administrator to expend Coronavirus Relief Funds as provided in the *Leon CARES* plan, make modifications to program criteria as may be needed to ensure the efficient and timely use of the County's allocation prior to December 30, 2020, and enter into subgrant agreements with fund recipients, subject to legal review by the County Attorney.
3. Approve the associated Resolution and budget amendment request (Attachment #2).
4. Authorize the County Administrator to negotiate and execute a final agreement with Ernst & Young to support the County's implementation of the *Leon CARES* plan (Attachment #3), in an amount not to exceed \$1.1 million, subject to legal review by the County Attorney.
5. Authorize the County Administrator, if necessary, to execute future change orders with Ernst & Young to support an increase in the number of individual and business applications processed beyond original estimates or to support other programmatic changes made to *Leon CARES*.
6. Do not approve the proposed *Leon CARES* expenditure plan.
7. Board direction.

Recommendation:

Options #1-5

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Attachments:

1. Leon CARES – Proposed Expenditure Plan for Coronavirus Relief Funds
2. Resolution and Budget Amendment Request
3. Contract with Ernst & Young for administration of the Leon CARES plan
4. U.S. Treasury “Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments,” Updated June 30, 2020
5. U.S. Treasury “Coronavirus Relief Fund Frequently Asked Questions,” June 24, 2020
6. Comparison of expenditure plans adopted by other Florida counties
7. Second Harvest CARES Act proposal

**Tallahassee-Leon County Office of Economic Vitality
COVID-19 Business Survey - September 2020**

Attachment #2
Page 1 of 1

	Count of Business Sector	Average decrease in business revenue due to COVID-19	Average Increase in Expenses due to COVID-19	Average Monthly Cost of Payroll	Average Monthly Mortgage or Rent	Average Monthly Cost of Utilities	Average COVID-19 Safety Costs	From EMSI: Avg. Jobs per Establishment	Estimate: Avg. Payroll per job	Subtotal by Category
Accommodation and Food Services	24	73	24	\$ 6,510	\$ 2,419	\$ 1,230	\$ 455	22	\$ 296	\$ 10,613.92
Administrative and Support, and Waste Management Services	1	80	75	\$ 2,200	\$ 900	\$ 1,800	\$ 200	N/A		\$ 5,100.00
Arts, Entertainment, and Recreation	18	63	13	\$ 24,881	\$ 6,418	\$ 1,716	\$ 291	16	\$ 1,555	\$ 33,305.94
Construction	6	33	21	\$ 27,140	\$ 4,092	\$ 2,354	\$ 426	8	\$ 3,393	\$ 34,012.00
Educational Services	14	59	44	\$ 20,781	\$ 2,023	\$ 981	\$ 325	23	\$ 904	\$ 24,109.57
Finance and Insurance	3	15	2	\$ 17,778	\$ 1,500	\$ 683	\$ 75	9	\$ 1,975	\$ 20,036.00
Health Care and Social Assistance	15	43	23	\$ 94,880	\$ 8,916	\$ 2,577	\$ 1,823	23	\$ 4,125	\$ 108,196.11
Management of Companies and Enterprises	2	48	8	\$ 116,500	\$ 125	\$ 3,143	\$ 263	12	\$ 9,708	\$ 120,030.00
Manufacturing	5	16	11	\$ 98,600	\$ 9,424	\$ 4,075	\$ 598	19	\$ 5,189	\$ 112,697.10
Other Services (E.g. Repair and Maintenance, Personal Care and Laundry Services, etc.)	33	50	25	\$ 13,086	\$ 8,197	\$ 2,447	\$ 398	7	\$ 1,869	\$ 24,128.64
Professional, Scientific, and Technical Services	18	41	18	\$ 32,887	\$ 2,821	\$ 733	\$ 142	7	\$ 4,698	\$ 36,584.03
Real Estate Rental and Leasing	8	41	6	\$ 5,637	\$ 5,207	\$ 3,806	\$ 99	5	\$ 1,127	\$ 14,748.25
Retail Trade	23	49	9	\$ 15,303	\$ 3,082	\$ 902	\$ 204	15	\$ 1,020	\$ 19,491.71
Transportation and Warehousing	2	53	22	\$ 29,000	\$ 4,625	\$ 15,292	\$ 4,271	11	\$ 2,636	\$ 53,188.00
Utilities	1	50	50	\$ 2	\$ 1,100	\$ 500	\$ 100	N/A		\$ 1,702.00
(blank)	2	50	35	\$ 3,750	\$ 1,100	\$ 350	\$ 760	N/A		\$ 5,960.00
Summary	175	48	24	\$ 31,808.41	\$ 3,871.81	\$ 2,661.80	\$ 651.94		\$ 2,961.30	
	(Total)	(Average)	(Average)	(Average)	(Average)	(Average)	(Average)		(Average)	
Sum of all average monthly Expenses	\$ 38,994									

Black box indicates EMSI data unavailable and/or survey response consisted of only a single respondent.

**Leon County
Board of County Commissioners
Notes for Agenda Item #14**

Leon County Board of County Commissioners

Agenda Item

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Chasity H. O'Steen, County Attorney



Title: Report and Legal Analysis regarding COVID-19 Mitigation Measures

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Chasity H. O'Steen, County Attorney

Statement of Issue:

This item provides a brief overview of various COVID-19 mitigation measures and legal analysis that may be useful to the Board as it explores options to improve community-wide compliance with the County's face covering emergency ordinance and options for enforcing social distancing and mask requirements at large gatherings.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the report and legal analysis regarding COVID-19 mitigation measures.

Report and Discussion

Background:

At the September 15, 2020 Regular Meeting, the Board received an overview of the County's response to COVID-19 from County Administrator Long, and Claudia Blackburn with the Florida Department of Health Board gave a brief overview of local COVID-19 statistics. Ms. Blackburn shared that the County is exceeding the goal of testing 2% of the population and stated that the majority of local COVID-19 cases are in the 18 to 24 age range.

The Board expressed concerns about the number of people who attended the Florida State University Football Game on September 12, 2020 and who did not wear face coverings or adhere to social distancing while seated, despite the school's policy requiring both. Further, the Board expressed concerns about large gatherings, including pool parties, at which attendees are not wearing face coverings or practicing social distancing, measures that help mitigate the spread of COVID-19.

Accordingly, the Board directed staff to explore options to improve community-wide compliance with the County's face covering emergency ordinance and options for enforcing social distancing and mask requirements at large gatherings.

Analysis:

The following brief overview of various COVID-19 mitigation measures, along with a summary legal analysis, is provided as follow up to the discussion at the September 15, 2020 Regular Meeting and in advance of the September 29, 2020 Regular Meeting.

Like Leon County, various Florida counties have implemented face covering requirements. A brief overview of these requirements, along with additional resources was provided to the Board in advance of the Special Meeting of the Board held on June 23, 2020 (Attachment #1). Several Florida counties have implemented various additional measures to mitigate the spread of COVID-19. The following is a brief overview of certain supplemental measures enacted by the Counties of Alachua, Broward, Palm Beach, and Pinellas, along with a summary legal analysis.

Alachua County

In early May, when the Governor issued the executive order permitting various recreational activities, including swimming, Alachua County adopted Emergency Order No. 2020-23 (Attachment #2) imposing certain requirements and restrictions related to pools and pool areas. In the course of deciding whether to impose the requirements and restrictions, the Alachua County Board of County Commissioners considered public comment along with information received from the Department of Health and the public regarding the use of pools when properly operated and that properly treated water will not spread COVID-19.

Pursuant to the Alachua Order, outside pools and pools for multi-family residential communities (including apartment complexes) were authorized to open, subject to standards set by the CDC and Florida Administrative Code Rule 64E-9.004. Activity in pools was limited to activities with social

distancing and occupancy of 1 person per 100 square feet of water surface. All seating and tables around any pool was required to be set up for social distancing of at least 6 feet between groupings and fixed in some way so that they could not be easily rearranged. Groupings outside the pool were limited to no more than 10 individuals. Pool houses and locker room occupancy was limited to 1 person per 500 square feet, with surfaces to be disinfected in accordance with applicable CDC guidelines. Employees working in pool houses, locker rooms, around pools, and in similar areas were required to wear facial coverings. The owners and operators of pools were required to post signs explaining these rules and to monitor the pools for compliance with the health standards and use limitations on a reasonable basis.

While in effect, the Alachua Order applied to incorporated and unincorporated areas within Alachua County, and the County had jurisdiction throughout the County. Law enforcement was authorized to enforce the Alachua Order, and violations were subject to prosecution as a second-degree misdemeanor. Municipalities were also authorized to enforce the Alachua Order within their jurisdiction. The County was using code enforcement to enforce the Alachua Order, and the City of Gainesville was using code enforcement and law enforcement to enforce the Alachua Order. Establishments in violation of the Alachua Order were to be directed to cease and desist, and violations were to be treated as violations of the applicable county or municipal ordinance as appropriate. The Alachua Order did not apply to operations of local governments within the County, to the State University System, State College System, the State of Florida, or Federal agencies, though those entities were encouraged to adopt their own rules and procedures regarding pool and pool area regulations.

The Alachua Order has subsequently been superseded by emergency order consistent with the provisions and application of the Governor's Phase 2 Executive Order. To-date, the pool and pool area provisions in the Alachua Order have not been challenged.

Broward County – Pool and Pool Deck Housing Development Guidelines

In early July, Broward County Administrator's Emergency Order 20-21 (Attachment #3) became effective. Section 1 of Emergency Order 20-21 ("Broward Order") provides the parameters under which "establishments" are authorized to operate. Attachments to the Broward Order enumerate the guidelines applicable to different types of establishments, including pool decks, pools, and other residential recreational amenities in housing developments. Pursuant to the Broward Order, pool decks or pools in multifamily housing developments, condominium developments, condominium hotels, or single-family homeowner associations (collectively, "housing development") are authorized to operate, provided that:

- The pools and pool decks are used only by current residents of the housing development and their families (unless the housing development imposes stricter requirements);
- Six (6) foot social distancing CDC guidelines are adhered to;
- Pool deck and pool occupancy are limited to no greater than 50% capacity; and
- Either -
 - Use of the pool deck and pool are supervised by a sufficient number of employees or other person(s) designated by the housing development during the hours in which they are used to ensure compliance with the requirements, and employees or other

- designees of the housing development sanitize the facility's pool chairs, railings, gates, tables, showers, and other equipment at the pool and pool deck on a regular basis, or
- All furnishings are removed from the pool deck.

Any use of pool decks or pools that deviate from the Broward Order guidelines or the CDC guidelines is prohibited.

The Broward Order expressly provides that, by operating within Broward County, the owner or operator of each establishment consents to the entry of county and municipal law enforcement and code enforcement personnel into areas open to the public on the establishment's property for the sole purpose of inspection for compliance with the Broward Order.

Enforcement officials are required to assist in the enforcement of the Broward Order, violations of which may be prosecuted as misdemeanors. Law enforcement officers, any code compliance official, code inspector, and certain other county personnel are defined as "enforcement officials." In practice, if a non-compliance complaint is received, a city code enforcement official responds, opens an investigation, and determines whether a warning will be issued or the fine amount (up to \$15,000) of a citation. Law enforcement does not enforce the Broward Order violations.

The above-referenced guidelines for pools and pool decks of housing developments remain in effect. Several legal cases challenging various actions taken by Broward County during the COVID-19 pandemic are pending, but no legal action has been brought to challenge the housing development pool and pool deck guidelines.

Broward County – Gathering Restrictions

Additionally, in mid-July, Broward County also adopted restrictions regarding private and other gatherings that are enforceable against individuals and entities. (Attachment #4). Under Broward County Administrator's Emergency Order 20-22 ("Gathering Order"), it is a violation for any group of persons to gather at a residential property, whether single-family or multi-family, and whether indoors and/or outdoors, where such gatherings exceed 10 persons. Residents of the household and parents and minor children of the household residents are not counted when determining whether the gathering exceeds the 10-person limit. With respect to other gatherings, no person or establishment is permitted to participate in or permit any in-person gathering of more than 10 persons at any time, unless:

- The gathering occurs in the course of the regular activities and operations of an establishment permitted to operate in the county under an applicable emergency order;
- The gathering is subject to and complies with the limitations for private gatherings enumerated above;
- The gathering is expressly permitted by an applicable emergency order or attachment to such order; or
- The application of the restriction is expressly preempted by state law or an executive order of the Governor.

Any person present at any gathering in violation of the Gathering Order is individually liable and subject to applicable civil and criminal penalties. Owners, operators, and landlords of residential or commercial property are individually liable for any prohibited gathering that occurs on their property, regardless of whether such persons are in residence or on site at the time of the violation. However, the owner of residential property under a lease with a term of 6 months or longer is not individually liable under the Gathering Order. Residents who fail to ensure compliance with the Gathering Order are subject to applicable penalties in the Broward County Code of Ordinances, with each person present and in violation of the Gathering Order constituting a separate violation.

The Gathering Order applies in unincorporated and incorporated areas of the county, though municipalities in the county are authorized to establish more stringent standards within their jurisdictions, to the extent permitted by law.

The Gathering Order was subsequently amended in late July. (Attachment #5). As amended by Broward County Administrator's Emergency Order 20-23 ("Amended Gathering Order"), the Amended Gathering Order clarifies that owners, operators, and landlords of residential or commercial property (not persons) are individually liable for any prohibited gathering that occurs on their property, regardless of whether such owners, operators, and/or landlords are in residence or on site at the time of a violation. The Amended Gathering Order provides that residents are not individually liable for violations of the facial covering requirement by guests or other persons who are not residents of the property.

The gathering restrictions in Broward County remain in effect under the Amended Gathering Order. A legal challenge to the gathering restrictions is currently pending in state circuit court.

Palm Beach County

In mid-May, Palm Beach County issued Emergency Order Number 7. (Attachment #6). The Palm Beach Order amends provisions of a previously issued order governing, in part, certain reopening guidelines for tennis courts and community pools. "Community pools" are defined as any and all pool decks and/or pools, whether of a commercial or noncommercial nature, other than one located on a single-family residential lot, a single townhouse unit, or any part of a duplex lot, and which is utilized only by inhabitants of that lot or unit. Examples of community pools include, but are not limited to, hotel pools, motel pools, apartment building pools, homeowner association pools, condominium association pools, aquatic centers, or any other facilities that are authorized for use by more than one family.

Under the Palm Beach Order, community pools are allowed to be open provided that CDC guidelines, including social distancing guidelines, are adhered to. The following additional restrictions are imposed:

- Pool capacity is limited to ensure that social distancing in accordance with CDC Guidelines is maintained at all times;
- Locker room and shower facilities are to remain closed, though restrooms can remain open subject to regular cleaning and disinfection throughout the day and water or hand sanitizer or disinfectant wipes being provided;

- Pool deck seating or lounging is restricted to ensure social distancing in accordance with CDC guidelines;
- Staff authorized to manage a community pool, or their designee, including, but not limited to, community pool staff, management company staff, volunteers, board members, or any other authorized persons, are required to provide notice, either electronically, by mail, and/or by posting at the community pool or any other place where messages are traditionally posted, one or more notices indicating that all users of the community pool shall abide by any and all social distancing guidelines, including but not limited to, the CDC guidelines, and that said users of the community pool bear the responsibility of such compliance and assume the full risk of utilizing the community pool; and
- Staff authorized to manage the community pool, or their designee, including, but not limited to, community pool staff, management company staff, volunteers, board members, or any other authorized persons, ensure compliance with all guidelines and requirements in the Palm Beach Order. Such compliance may be accomplished by any reasonable means, including, but not limited to, periodic spot checks, video or other electronic monitoring, and/or compliance hotlines to allow for reporting of violations that are thereafter promptly investigated. In the event that repeated violations occur, staff authorized to manage the community pool, or their designee, is required to take corrective action, including, but not limited to, closing the community pool, limiting access to the community pool on a reservation basis only, and/or limiting access to community pools to times when staff is present to monitor for compliance.

In late June, Palm Beach County adopted a resolution to establish a fine schedule for civil citations issued for violations of Palm Beach County COVID-19 emergency orders. (Attachment #7). In late July, Palm Beach County adopted an Emergency Ordinance modifying provisions of its Code related to emergency management, including definitional changes, provisions related to emergency declarations, and enforcement. (Attachment #8). Then, in early August, Palm Beach County issued Emergency Order Number 17, adopting the state executive orders by reference and, consistent with the resolution referenced in Attachment #5, the mechanisms for enforcement of Palm Beach County COVID-19 emergency orders. (Attachment #9). Namely, Palm Beach County COVID-19 emergency orders are enforceable by law enforcement and code enforcement with adjudication by the local state court or a code enforcement magistrate. Accordingly, violations of such orders may constitute second degree misdemeanors or subject the violator to the imposition of fines.

The Palm Beach Order applies in incorporated and unincorporated areas of the county. When responding to complaints, both county and municipal representatives are authorized to enforce the Palm Beach Order. The above-referenced guidelines for community pools remain in effect. No legal action has been brought to challenge the community pool guidelines.

Pinellas County

In late March, the Pinellas County Board of County Commissioners closed publicly accessible pools. Subsequently, in late April, Pinellas County allowed pools to reopen subject to certain restrictions. (Attachment #10). Under the restrictions, publicly accessible pools could operate at

50% of state pool maximum bathing load. “Publicly accessible pools” was defined to include, but was not limited to, community pools, pools located at apartments, hotels, motels, lodging establishments, condominiums and commercial business establishments, as well as homeowners associations. Owners and operates of publicly accessible pools were required to adhere to CDC social distancing guidelines, including but not limited to:

- Persons not congregating in groups, with a prohibition on groups of more than 10 persons;
- All persons not part of the same family unit remaining at least 6 feet apart; and
- Compliance with CDC guidelines for cleaning and disinfection of facilities.

The Pinellas Order applied to incorporated and unincorporated areas within the county. In accordance with the Pinellas County Code of Ordinances, law enforcement was authorized to enforce the resolution, and a violation of the resolution constituted a second-degree misdemeanor. Any licensee of the county found guilty of violating the resolution was subject to having its license suspended or revoked by the Pinellas County Board of County Commissioners.

The above-referenced pool restrictions have been superseded, and no pool restrictions are currently in place. No legal action has been brought to challenge the pool restrictions.

Potential Bases for Legal Challenges

The Emergency Ordinance adopted by this Board that requires face coverings to be worn in certain circumstances has withstood a legal challenge in circuit court, with an appeal pending at the First District Court of Appeal. The predicate was laid with sufficient evidence and findings to support the adoption of the Emergency Ordinance, which is narrowly tailored to ensure that no constitutional rights are implicated. To the extent the Emergency Ordinance is amended to require face coverings in other circumstances, evidence and findings would need to be made to justify the imposition of the new requirements.

Similarly, to the extent that the Board considers adopting other COVID-19 restrictions, evidence would need to be presented and findings discussed sufficient to warrant the restrictions prior to any Board action being taken. For example, the Broward Order included a finding that recent reports indicated that a significant amount of COVID-19 transmission was resulting from social gatherings at residential properties, street parties, neighborhood gatherings, and other gatherings and settings. For Leon County to make that finding, it must have a factual basis on the record to support it.

If Leon County adopts regulations limiting or imposing requirements on gatherings or other restrictions, such as for pools and pool areas as an example, the County can expect a challenge alleging such requirements/restrictions are unconstitutional. Any such regulations/requirements should be narrowly defined based upon objective evidence and should be limited in time, requiring the Board to review it periodically to determine whether a continuance is justified.

Options:

1. Accept the report and legal analysis regarding COVID-19 mitigation measures.
2. Do not accept the report and legal analysis regarding COVID-19 mitigation measures.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Memo re Brief Overview of Face Covering Requirements in Various Florida Counties and List of Additional Resources, dated June 21, 2020
2. Alachua County Emergency Order No. 2020-23
3. Broward County Administrator's Emergency Order 20-21
4. Broward County Administrator's Emergency Order 20-22
5. Broward County Administrator's Emergency Order 20-23
6. Palm Beach County Emergency Order Number 7
7. Palm Beach County Resolution No. R2020-0730
8. Palm Beach County Ordinance No. 2020-013
9. Palm Beach County Emergency Order Number 17
10. Pinellas County Resolution No. 20-33

Attachment #1, the Memo regarding a Brief Overview of Face Covering Requirements in Various Florida Counties and List of Additional Resources, dated June 21, 2020, has not been attached to this item due to the voluminous nature of the file. However, it may be accessed through the following link:

[https://www2.leoncountyfl.gov/coadmin/agenda/book/200929/Item14 Attachment01.pdf](https://www2.leoncountyfl.gov/coadmin/agenda/book/200929/Item14%20Attachment01.pdf)

EMERGENCY ORDER NO. 2020-23
LIMITED REOPENING OF PUBLIC POOLS
ALACHUA COUNTY, FLORIDA

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Alachua County; and,

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency because of COVID-19; and, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency because of COVID-19; and,

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and, on March 13, 2020, President Trump declared a national emergency concerning COVID-19; and,

WHEREAS, Emergency Order 2020-01 declared a local state of emergency in Alachua County based on the COVID-19 virus on March 16, 2020; and,

WHEREAS, on March 17, 2020, Governor DeSantis issued Executive Order 20-68, prohibiting the sale of alcoholic beverages at certain establishments and placing certain limitations on gatherings for bars, restaurants, and beaches; and,

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six feet between persons in smaller gatherings; and,

WHEREAS, limitations on gatherings and the use of social distancing to prevent transmission of COVID-19 are especially important for people who are over sixty years old and people with chronic health conditions because those populations are at a higher risk of severe illness and death from COVID-19. However, everyone, regardless of age or health condition, is threatened by COVID-19; and,

WHEREAS, this Emergency Order is necessary to ensure that our healthcare delivery system can serve those who are ill; and

WHEREAS, the continuing operation of essential businesses is necessary to provide essential goods and services to the public; and,

WHEREAS, on April 1, 2020 Governor DeSantis issued Executive Order 20-91 putting in place a state-wide stay at home order and listing what are to be considered essential services and activities; and

WHEREAS, Executive Order 20-91 adopts both the Essential Critical Infrastructure Workers guidelines issued by the Department of Homeland Security and the list of essential services and activities set forth in Miami-Dade County Emergency Order 07-20; and,

WHEREAS, the CDC, the Florida Department of Health and the University of Florida recommends the use of face masks, even those which are homemade to slow the spread of the

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disease; and

WHEREAS, the gradual reopening of the State and the County will lead to more contact between individuals and lead to more potential for the increased community spread of the disease. Face masks are of great assistance in preventing individuals who may be shedding the virus to spread it to other individuals; and

WHEREAS, Executive Order 20-112, does not preempt the authority of local governments to add additional restrictions to businesses opened by the Governor; and

WHEREAS, Executive Order 20-91 provided that recreation such as swimming was allowed; and

WHEREAS, Emergency Order 2020-21 provides that pools are currently closed; and

WHEREAS, the Board of County Commissioners met on May 1st in special session to consider the Governor's Order and to receive public comment, and

WHEREAS, the Board of County Commissioners considered the public comment along with information received from the Department of Health and the public over the use of pools when properly operated and that properly treated water will not spread the COVID-19 virus; and

WHEREAS, the Board of County Commissioners believes based upon the foregoing that it is appropriate to open up pools for certain uses; and,

WHEREAS, the Chair of the County Commission is the Official Authority as prescribed in the County's Code Section 27.07; and,

WHEREAS, acting on his authority as the Official Authority and based upon the actions taken on May 1st by the Board of County Commissioners; and

WHEREAS, Pursuant to §252.38(1), Florida Statutes the County shall have jurisdictional authority over the entire county.

THEREFORE, IT IS ORDERED THAT:

1. Outside pools which are open to the public and those which are part of multi-family residential communities may reopen.
2. The pools shall meet the standards set by the CDC <https://www.cdc.gov/healthywater/swimming/index.html> and Florida Administrative Code §64E-9.004 for disinfectant level.
3. All seating and tables around any pool shall be set up with social distancing of at least 6 feet between groupings and fixed in some way so they cannot be easily rearranged.
4. Activity in pools shall be limited to activities with social distancing and occupancy of 1 person per 100 square feet of water surface. Groupings outside the pool shall be

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limited to no more than 10 individuals.

5. The owners/operators of these pools shall post signs explaining these rules and monitor the pool for compliance with the health standards and use limitations on a reasonable basis.
6. Pool houses and locker rooms must limit their occupancy to 1 person per 500 square feet and shall ensure that surfaces within businesses are disinfected in accordance with applicable CDC guidelines. Employees working in pool houses, locker rooms, around pools and in similar areas shall wear facial coverings.
7. Severability. Any provision(s) within this Emergency Order that conflict(s) with any State or Federal law or constitutional provision, including the State's preemption of the regulation of firearms and ammunition codified in section 790.33, Florida Statutes or conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States, shall be deemed inapplicable and deemed to be severed from this Emergency Order, with the remainder of the Emergency Order remaining intact and in full force and effect. To the extent application of some or all the provisions of this Emergency Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Emergency Order.
8. Effective Date; This Order takes effect at 12:01 a.m. on 5/9/20.
9. This Emergency Order applies to incorporated and unincorporated areas within Alachua County, but has no application outside of Alachua County. Municipalities have the authority to enforce this Order within their jurisdiction.
10. The County or municipalities within its boundaries will direct any establishment to cease and desist operations that are in violation of this Emergency Order and may treat violations as a violation of County or Municipal ordinance as appropriate. The County has jurisdiction countywide to enforce the terms of this Order.
11. This Order does not apply to operations of local governments within the county, to the State University System, State College System, the State of Florida, or Federal agencies who are encouraged to adopt their own rules and procedures regarding the matters set forth herein.
11. This Order supersedes and replaces any conflicting provisions of prior orders.

Dated this 8th day of May, 2020 at 7:00 p.m.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: 
Robert Hutchinson, Chairman

APPROVED AS TO FORM:



County Attorney's Office

**BROWARD COUNTY ADMINISTRATOR'S
EMERGENCY ORDER 20-21**

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Broward County;

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19, and on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19;

WHEREAS, on March 10, 2020, I declared a Local State of Emergency;

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic;

WHEREAS, on March 13, 2020, President Trump declared a national emergency concerning COVID-19;

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") recommends implementation of community mitigation strategies to increase containment of the virus;

WHEREAS, on March 10, 2020, the Broward County Board of County Commissioners authorized me to take any appropriate and necessary action to protect the health and safety of Broward County residents and visitors in connection with COVID19, and other emergency powers, including under the state-approved emergency management plan, had previously been delegated to me (as further outlined below);

WHEREAS, beginning on April 29, 2020, Governor DeSantis issued a series of Executive Orders, including Executive Orders 20-112, 20-120, and 20-123, establishing Phase 1 of a step-by-step plan for Florida's recovery (initially excluding Broward,

Miami-Dade, and Palm Beach Counties) and permitting certain additional activities for individuals;

WHEREAS, on May 14, 2020, Governor DeSantis issued Executive Order 20-122 permitting Broward and Miami-Dade Counties to participate in the Phase 1 reopening;

WHEREAS, beginning on May 21, 2020, I issued a series of Emergency Orders including Emergency Orders 20-12, 20-13, 20-14, 20-15, and 20-16, which permitted certain establishments to operate in Broward County and established guidelines and requirements for safe operations for opened businesses, amenities, and services;

WHEREAS, on July 1, 2020, Emergency Order 20-20 was issued imposing certain limits on alcohol and food consumption at restaurants and food establishment and expanding the facial coverings requirements in order to protect public health and safety, both of which are further clarified in this order; and

WHEREAS, over the past two weeks, Broward County and the State of Florida have experienced a material upward trajectory of positive reported cases and sustained increased in positivity rates, which pose a material risk to public health and safety, such that I now find it necessary to close certain establishments that pose threats of continued increase in community spread of COVID-19 and to impose additional requirements for establishments within the County that fail to comply with the established guidelines,

NOW, THEREFORE, I, Bertha Henry, the Broward County Administrator, pursuant to my emergency authority under Sections 8-53 and 8-56 of the Broward County Code of Ordinances, as well as the authority granted to me by the Declaration of Emergency issued by Governor DeSantis in Executive Order 20-52, by Chapter 252, Florida Statutes,

by the Board of County Commissioners, and by the Broward County Comprehensive Emergency Management Plan, hereby order as follows:

Section 1. Businesses/Services Permitted to Operate.

Any retail, commercial, governmental, charitable, nonprofit, and other business or organization, and any amenity including pools, beaches, and parks, in Broward County (all such businesses, organizations, and amenities collectively referred to hereinafter as an “establishment”) may operate only if and to the extent permitted by this Emergency Order. To the greatest extent practical, and notwithstanding the establishments permitted to operate under this Emergency Order, all establishments are encouraged to perform remote operations and permit personnel to utilize teleworking or other remote working methods as much as possible. Every establishment other than those listed in Section 2 below may open, subject to compliance with all of the following:

A. The facial covering requirements in this Emergency Order 20-21, as amended. To the extent any guidelines contained in any Broward County Emergency Order contain less stringent facial covering requirements than those in this Emergency Order 20-21, the requirements of this Emergency Order 20-21 shall apply and govern.

B. The following guidelines to the extent applicable to the type of establishment or the specific use(s) operating within such establishment:

- 1) General Requirements for All Establishments: **Attachment 1**;
- 2) Restaurants and Food Establishments: **Attachment 2**;
- 3) Retail Establishments: **Attachment 3**;
- 4) Personal Services: **Attachment 4**;
- 5) Movie Theaters **[only outdoor theaters currently permitted to operate per Section 2 below]: Attachment 5**;

- 6) Community Rooms, Fitness Centers, and Gyms in Housing Developments: **Attachment 6**;
- 7) Museums: **Attachment 7**;
- 8) Parks in Broward County: **Attachment 8**;
- 9) Boating and Marine Activities: **Attachment 9**;
- 10) Golf Courses: **Attachment 10**;
- 11) Pool Decks, Pools, And Other Residential Recreational Amenities in Housing Developments: **Attachment 11**;
- 12) Public Community Pools and Private Club Pools: **Attachment 12**;
- 13) Hotels, Motels, and Commercial Lodging Establishments: **Attachment 13**;
- 14) Commercial Gyms and Fitness Centers: **Attachment 14**;
- 15) Beaches in Broward County: **Attachment 15**;
- 16) Youth Activities and Summer Camps: **Attachment 16**;
- 17) Bowling Alleys, Arcades, and Indoor Amusement Facilities: **Attachment 17**;
- 18) Short-Term Vacation Rental Reopening Plan: **Attachment 18**;
- 19) Pari-Mutuel Establishments: Pursuant to an approved reopening plan approved in writing by Broward County Administrator; and
- 20) Concert Houses, Auditoriums, and Playhouses: Pursuant to an approved reopening plan approved in writing by Broward County Administrator.

C. By operating within Broward County, the owner or operator of each such establishment consents to the entry of County and municipal law enforcement and code enforcement personnel into areas open to the public on the establishment's property for the sole purpose of inspection for compliance with this order and any other applicable Broward County Emergency Order or Executive Order of the Governor.

Section 2. Businesses and Establishments Not Permitted to Operate.

The following establishments must close and remain closed to the public notwithstanding any previous Broward County Emergency Order or existing Florida Executive Order allowing one or more of these businesses to operate:

- A. Bars, pubs, hookah bars, night clubs, breweries, billiards halls and clubs, banquet halls (except to the extent operating only as permitted in Attachment 13, Section A.7), cocktail lounges, and cabarets, except for food or beverage take-out or delivery services;
- B. Adult entertainment establishments other than adult bookstores or adult video stores, as defined by Broward County Code of Ordinances Section 20-327, strip clubs, and swingers' clubs;
- C. Movie theaters, except outdoor movie theaters (drive-in only); and
- D. Hot tubs.

Section 3. Facial Coverings Requirements.

A. Facial Coverings Required. Facial coverings are required to be worn by all persons in Broward County as set forth herein, unless expressly excepted in Section B below. Facial coverings must cover the person's nose and mouth and comply with the CDC recommendations located at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>. Where a particular activity falls within more than one provision below, the stricter facial covering requirements shall apply and govern.

- 1) In Public and Private Spaces, Including At All Establishments, When Social Distancing Cannot Be Maintained: All persons in Broward County must wear a facial covering while outside the geographical boundaries of their residential

property if social distancing of at least six feet (6') between persons not of the same household cannot be consistently maintained;

2) All Times At Establishments Other Than Amenities Regardless of Social Distancing: All persons at an establishment (as defined in Section 1 of this Order) other than an amenity (amenities are places such as parks, pools, and beaches and are subject to Section 3.A.1 above) must wear facial coverings at all times, including while entering, exiting, and otherwise moving around within such establishment, regardless of whether social distancing is also maintained;

3) Workers In Any Establishment: All persons while working in any capacity in an establishment must wear a facial covering regardless of whether social distancing is also maintained, including all workers involved in preparing, handling, or serving food;

4) Common Areas: All persons while in any common area of a multi-family housing development or residential facility, including without limitation the reception area, hallways, and elevators; and

5) As Otherwise Ordered: Facial coverings are also required to the extent expressly required by any Executive Order of the Governor or any Broward County Emergency Order or attachment thereto, which may include additional facial covering requirements for specific activities.

B. Persons for whom Facial Coverings are Not Required. The facial covering requirements of this Emergency Order do not apply to the following individuals under the conditions stated:

- 1) Children under the age of two (2) (who should not wear facial coverings per CDC Guidelines), and any child, regardless of age, while under the custody of a licensed childcare facility, including daycare centers;
- 2) Persons receiving goods or services from a business or establishment for the shortest practical period of time during which the receipt of such goods or services precludes the wearing of a facial covering (such as eating, drinking, or receiving a facial grooming);
- 3) A person with a disability or medical condition that prevents the person from wearing a facial covering; however, any establishment may forbid any such person from entering the establishment without wearing a facial covering provided the establishment offers an appropriate alternate method of patronage or accommodation to the person, if reasonably available, which method may include an accommodation that does not fundamentally alter the operations of the business establishment or jeopardize the health of that establishment's employees and other patrons, such as providing curbside service or delivery. Nothing in this section imposes any obligation on any establishment (except as may otherwise exist under applicable law) to permit persons not wearing facial coverings to enter or patronize any establishment;
- 4) Public health and safety, fire, and other life safety personnel, as their personal protective equipment requirements will be governed by their respective agencies;
- 5) While actively engaging in strenuous physical activity or exercise that renders the wearing of a facial covering unsafe, including while swimming or

otherwise in a pool, ocean, or other body of water, provided that social distancing of at least six feet (6') between persons not of the same household is maintained to the maximum extent practicable; and

6) A person working indoors in an establishment who is the only person in the room; or persons working in an establishment other than a retail, restaurant, or personal services establishment, indoor amusement facility, or gym or fitness center, when there is no other person of a different household within six feet (6').

C. Responsibility. All persons are responsible for complying with the facial covering requirements of this Emergency Order. All establishments are responsible for ensuring all employees and patrons of the establishment comply with the facial covering requirements of this Emergency Order. Failure to comply with any of the requirements set forth herein or in any Broward County Emergency Order by any person or any establishment is subject to enforcement by law enforcement, code enforcement officers, and any other personnel as provided under Florida law or the Broward County Code of Ordinances as a criminal and/or civil violation, including as misdemeanors with fines not to exceed \$500 per violation, imprisonment not to exceed 60 days, or both, and/or as civil fines of \$1,000 per day per violation or fines of up to \$15,000 per violation for a knowing violation that is irreparable or irreversible in nature.

Facial coverings and other disposable personal protective equipment such as masks and gloves must be discarded properly; littering of facial coverings or other personal protective equipment is prohibited. Facial coverings requirements are in addition to, and not in place of, any social distancing requirements imposed by any applicable order(s). The provisions of this Emergency Order shall serve as minimum

standards that must be adopted by all establishments as a condition of operating in Broward County.

Section 4. Extended Closures for Violations.

Emergency Order 20-18 is hereby amended to replace Section 1 in its entirety with the following:

“Section 1. Closures for Failure to Comply with Applicable Guidelines.

Commencing at 12:01 a.m. on Friday June 26, 2020, in addition to being subject to the penalties set forth in Section 8-56 of the County’s Code of Ordinances, any establishment (as defined in Emergency Order 20-21) that is cited by the applicable code enforcement or law enforcement authority for operating in a manner inconsistent with or otherwise in violation of any Broward County Emergency Order shall close immediately. Such establishment may reopen only after (1) a minimum of a twenty-four (24) hour period during which the establishment shall conduct a thorough review of the County’s applicable Emergency Orders, including Emergency Order 20-21, as amended, and all applicable attachments thereto, and take all necessary measures to bring the establishment into compliance with the requirements of such Emergency Orders; and (2) submitting a fully executed attestation under penalty of perjury by the owner, general manager, or chief executive officer of the establishment, in the form located at www.broward.org/CoronaVirus/Documents/AttestationForm.pdf, to the County by email to reopening@broward.org, attesting that the review has been completed and the required measures have been taken, and receipt of County’s written acknowledgment of a valid executed attestation form. In addition, the establishment shall, within five (5)

calendar days after reopening, submit to inspection and be inspected by local code enforcement or law enforcement authorities to confirm the violation has been corrected.

Any reopening in violation of this section, including prior to the County's written acknowledgment of a valid executed attestation form, shall be a separate violation for each day of operation. If an establishment is cited on more than one occasion, the required minimum closure period for each subsequent violation shall be extended by an additional seventy-two (72) hours (for example, first citation, minimum 24 hour closure; second citation, minimum 96 hour closure; third citation, minimum 168 hour closure; fourth citation, minimum 240 hour closure; etc.). In addition, any repeat violation by the establishment cited by the applicable code enforcement or law enforcement authority shall be presumed a knowing violation subject to a fine of up to fifteen thousand dollars (\$15,000) under Section 8-56(b)(2)."

Section 5. Restaurant and Food Establishment Additional Limitations

On-premises consumption of food or alcohol by patrons at restaurants or food establishments is only permitted while the patrons are seated at their table. Establishments shall not permit patrons to consume food or alcohol on premises unless the patrons are seated at their table. No establishment may permit on-premises dining or serve alcohol for on-premises consumption between the hours of 10 p.m. and 5 a.m. Nothing in this section prohibits delivery, drive-through, pick-up, or take-out services of food or alcohol during these hours. Parties at restaurants and food establishments must be limited to no more than six (6) persons (unless all persons are of the same household, in which case parties must be limited to no more than ten (10) persons from the same

household). The limitations of this Section 5 are in addition to the guidelines stated in Attachment 2.

Section 6. Applicability; Severability.

This Emergency Order supersedes and replaces Emergency Order 20-12, as amended, in its entirety, and any contrary provision in any prior Broward County Emergency Order. Any references to Emergency Order 20-12 shall be deemed to refer to this Emergency Order. Section 3 of this Emergency Order supersedes and replaces Section 2 of Emergency Order 20-20 in its entirety. Except as superseded, all Broward County Emergency Orders remain in full force and effect. This Emergency Order applies to incorporated and unincorporated areas within Broward County, but has no application outside of Broward County. Nothing in this or any Broward County Emergency Order shall apply to an establishment solely to the extent such establishment is being utilized by a professional sports team to conduct or host a training, competition, event, or game in accordance with the Governor's Executive Order 20-123.

The provisions of this Emergency Order shall serve as minimum standards, and municipalities within Broward County may establish more stringent standards within their jurisdictions, to the extent permitted by law. Any provision(s) within this Emergency Order that (i) conflict(s) with any state or federal law or constitutional provision, or (ii) conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States solely to the extent such Executive Order (a) expressly preempts the substance of this Emergency Order or (b) imposes stricter closures than set forth herein, shall be deemed inapplicable and deemed to be severed from this Emergency Order, with the remainder of the Emergency Order remaining intact

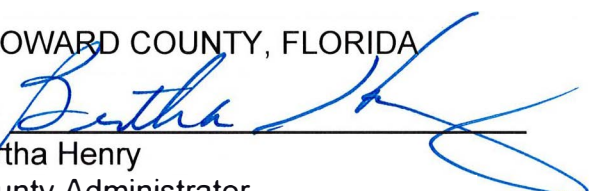
and in full force and effect. To the extent application of some or all of the provisions of this Emergency Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Emergency Order.

Section 7. Effective Date; Duration.

This order shall be effective as of 12:01 a.m. on Friday, July 10, 2020. This Emergency Order shall expire upon the expiration of the existing State of Local Emergency, as same may be extended by subsequent order or declaration, unless earlier terminated by subsequent Emergency Order.



BROWARD COUNTY, FLORIDA

By: 
Bertha Henry
County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 8th day of July, 2020, at 5:30 a.m. (p.m.)

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ATTACHMENT 1 GENERAL REQUIREMENTS FOR ALL ESTABLISHMENTS

All establishments that have on-site operations must comply with the following:

A. General Business Requirements.

1. Ensure compliance with the guidelines from the Centers for Disease Control and Prevention available at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/index.html> (referred to as the “CDC Guidelines”) and all additional requirements stated in Broward County Emergency Order 20-22, as amended.
2. Establish and continue communication with local and State authorities to determine current mitigation measures in your community.
3. Communicate clearly all plans and policies you develop regarding personal protective equipment, social distancing, and employee health monitoring to your staff, customers, vendors, partners, and other interested parties. Take the time to answer any questions and concerns.
4. Post CDC signage in public locations emphasizing measures to “Stop the Spread” and to exercise social responsibility (see <https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs.pdf>).
5. Post a telephone number for persons to report suspected violations (311 or the applicable local municipal code enforcement telephone number).
6. Whenever feasible, allow employees to telework or establish a rotation or staggered schedule to reduce the number of employees working on site. Where telework is not possible, consider how your current workspace can be reconfigured by installing physical barriers, placing visual markers, and implementing other measures that allow for social distancing.
7. To the extent possible, implement flexible sick leave policies and reiterate existing sick time and paid time-off policies to discourage employees from coming to work if they feel ill.
8. Develop a plan for monitoring your employees’ health, with a particular focus on COVID-19 symptoms, with the goal of preventing ill employees from working.
9. Establish contingency plans for the handling of a positive case of COVID-19 in your workplace. OSHA’s guidelines give specific steps on how to manage and isolate employees displaying COVID-19 symptoms (<https://www.osha.gov/Publications/OSHA3990.pdf>).
10. In addition to any action stated in the established contingency plans, in the event of a positive COVID-19 test result for any on-site employee or contractor: (a) immediately report the result to the Florida Department of Health, (b) immediately close

the affected units/sections of the establishment for the time necessary to conduct the deep cleaning and sanitation of the affected portions of the establishment as required by this section; and (c) conduct a deep cleaning and sanitization of the affected portions and all common areas of the establishment per CDC Guidelines and consistent with any applicable guidance from the Florida Department of Health. All of the foregoing must be completed before reopening.

11. Develop or update your employee contact system (e.g. phone tree, social media, texting) so you have a way to quickly reach all staff if there is a workplace COVID-19 exposure.

12. Ensure that employees wear facial coverings in the workplace when within six feet of another person not of the same household and when required by Broward Emergency Order 20-21, as amended. Social distancing of six feet should be practiced to the maximum extent possible, even when facial coverings are worn.

13. Limit the number of employees simultaneously using employee common areas like breakrooms to ensure social distancing of at least six feet between employees. If not possible, consider closing common areas.

14. Enforce the CDC's health and safety guidelines when employees return to work. Provide employee training on safety measures, including proper use of personal protective equipment and social distancing.

15. Visually mark required separation distances (six feet apart) for areas where there is any potential for people to congregate, such as in elevators, aisles, food counters, or lines to enter, check-in, or receive services or purchase goods.

16. Discourage car valet parking.

17. Set up self-checkout lines and contactless payments, if applicable and practical. Avoid cash transactions as much as possible.

18. Require customers, clients, and other visitors to the business to wear facial coverings in accordance with Broward County Emergency Order 20-21, as amended.

19. Groups of children or youth age 17 or under that require adult supervision in the regular practice of the establishment must be limited to groups of no more than ten (10) persons per group; if the children or youth age 17 or under exceed ten (10) persons, the group must be divided into subgroups of ten (10) persons or less, be independently supervised, and remain independent of other subgroups.

B. Business Process Adaptions and Sanitation Requirements

1. Upgrade/Install ventilation including HVAC filters per OSHA guidance, if practicable.

2. Clean and disinfect all bathrooms regularly throughout the day.

3. Limit capacity of elevators and place proper markers in such elevators to ensure social distancing.
4. Remove all magazines and other frequently shared items from waiting rooms.
5. Deep clean the establishment at least once every twenty-four hours.
6. Regularly conduct enhanced sanitization of all common areas and high-contact touchpoints such as doors, stairwells, handles, light switches, elevator switches, etc.
7. Provide hand-sanitizing stations of supplies throughout the workplace.
8. All staff, customers, vendors, partners, and other persons entering the establishment should immediately sanitize their hands upon entrance and should be encouraged to continue to sanitize hands routinely, and as otherwise required, throughout their time in the establishment.
9. Any establishment that has equipment for the use of the public (for example, golf clubs or go karts at recreational businesses, or shopping carts or baskets at grocery stores) must ensure that staff monitors such use and must implement sanitization protocols to fully disinfect these items prior to each new customer use.

ATTACHMENT 2 RESTAURANTS AND FOOD ESTABLISHMENTS

Restaurants and food establishments are permitted to open provided all such operations (a) are consistent with the guidelines stated in Emergency Order 20-21, as amended, and this Attachment 2; (b) comply with the CDC Guidelines, including the six foot (6') distancing requirement; and (c) comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less); total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined shall not exceed existing total maximum occupancy (100%) for the establishment. Outdoor seating areas shall be subject to any additional limitations imposed by the applicable municipality, and nothing in this Emergency Order precludes any municipality from waiving or modifying municipal regulations regarding outdoor seating restrictions.

All tables and chairs, whether indoor or outdoor, must be at least six feet apart between parties (at their closest point); bar counters must be closed to seating. Patrons are prohibited from congregating at the bar counters or elsewhere. Parties must be limited to no more than six (6) persons (unless all persons are of the same household, in which case parties must be limited to no more than ten (10) persons from the same household). Drive-through, curbside take out, or delivery service may continue in accordance with CDC Guidelines and all applicable Broward County Emergency Orders. Social distancing requirements do not apply to members of the same household.

No more than ten (10) people may utilize or congregate at or near any restaurant or food establishment, including food trucks, at any time, and any person in line must maintain at least six feet (6') between persons not of the same household. If more than ten (10) persons are congregated around multiple food trucks, the food trucks must be separated by at least fifty (50) yards.

A. Operations Requirements.

1. Establishments must conspicuously post the required signage in accordance with Emergency Order 20-17, as amended.

2. Establishments must comply with any limited operating hours imposed by any applicable Emergency Order and must limit food or alcohol consumption by patrons to only while such patrons are seated.

3. Establishments must comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment; total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined occupancy shall not exceed existing total maximum occupancy (100%) for the establishment.

4. Ensure adequate supplies to support healthy hygiene practices for both employees and customers, including soap, hand sanitizer with at least 60 percent alcohol, and tissues, and make hand sanitizer readily available to guests. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, and social distancing should be conspicuously posted.

5. To the extent possible, restaurants and food establishments shall provide single use disposable one-time menus, utilize chalkboard menus, digital menus that are sanitized after each use, other digital menu options available on a personal device, or other means to avoid customers sharing such items.

6. Whenever possible, use disposable (and when possible, biodegradable) food service items (utensils, dishes, etc.) and single serving seasonings and condiments to avoid customers sharing such items. If disposable items are not feasible, ensure that all non-disposable food service items are handled with gloves and are washed in between each customer usage with dish soap and hot water or in a dishwasher. Establishments must use packets or pre-rolled bags or wraps of utensils and eliminate table presets. Avoid using food and beverage implements brought in by customers.

7. Use touchless payment options whenever available. Ask customers and employees to exchange cash or card payments by placing on a receipt tray or on the counter rather than hand to hand. Sanitize any pens, counters, or hard surfaces between each use.

8. Ensure that ventilation systems operate properly to provide adequate air circulation in all parts of the facility and increase circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods.

9. Provide physical guides, such as tape on floors or sidewalks, to ensure that customers remain at least six feet apart when in lines. Ask customers to wait in their cars or away from the establishment while waiting for a table or to pick up food. If possible, alert patrons on their cellphone that their table or food is ready to avoid use of restaurant provided "buzzers." Post signs to inform customers of food pickup protocols.

10. Use placards or other easily visible means to identify tables closed due to social distancing and to identify tables that have been sanitized and are ready for the next use.

11. Restrict the number of employees in shared spaces, including kitchens, break rooms, and offices to maintain at least a six-foot distance between people if possible; employees must wear facial coverings. Where possible, stagger workstations instead of having employees standing opposite one another. If there is a break room, limit the number of employees simultaneously allowed inside.

12. Wherever possible, install physical barriers, such as sneeze guards and partitions, at cash registers, check-in stations, food pickup areas, and other areas where consistently maintaining physical distance of six feet is difficult.

13. Ensure that all suppliers and third-party delivery staff are aware of social distancing requirements.

14. Child or adult gaming and play spaces located in dining establishments shall remain closed.

15. Consider options for a reservations-only model or to have dine-in customers order ahead of time to limit the amount of time spent in the establishment.

16. Buffets and salad bars must remain closed. Self-service drink stations must provide single use tissues or wipes to use the equipment, and the stations must be washed and sanitized frequently. Remove cut fruit, unwrapped utensils, and unwrapped straws from drink stations.

17. Any rental of restaurant space for a private event must also comply with the function space limitations stated in Attachment 13, Section A.7.

B. Sanitation and Safety Requirements.

1. Employers must enforce hand washing and use of facial coverings by employees in accordance with Broward County Emergency Order 20-21. This includes the requirement that all staff must wear facial coverings at all times. All employees handling, preparing, or serving food must wear facial coverings. Food preparers are also required to wear gloves while handling food.

2. Clean and disinfect frequently touched surfaces (for example, door handles, workstations, cash registers), and frequently shared objects (for example, payment terminals, tables, countertops/bars, receipt trays, pens, condiment holders, and any re-used menus) between each use. Tables and other dining areas must be sanitized after each use. Host stations must be sanitized at least hourly. Use products that meet EPA's criteria for use against COVID-19 and that are appropriate for the surface.

3. Restrooms must be sanitized no less frequently than hourly.

4. Implement procedures to increase how often you clean and sanitize surfaces in the back-of-house (non-public areas of the establishment). Ensure that disinfectants used on food contact surfaces are appropriate and do not leave a toxic residue.

5. Train all employees in the above safety protocols, in addition to the importance of frequent handwashing, and give them clear instructions to avoid touching hands to face.

6. Conduct daily health checks (e.g., temperature and symptom screening) of employees in accordance with the Governor's EO 20-68 and in accordance with any applicable privacy laws and regulations. Remind employees to report any illness to their manager and have them verify that they have not had any COVID-19 symptoms each day prior to them coming to work.

7. Employees with symptoms of COVID-19 (fever, cough, or shortness of breath, among others) at work should immediately be sent home. Provide with or refer sick staff members to the CDC guidelines and advise them not to return until they have met the CDC's criteria to discontinue home isolation. Sick employees not exhibiting COVID-19 symptoms should also be immediately sent home and not be allowed to return until they are symptom-free.

8. Notify local health officials, staff, and customers (if possible) immediately of any confirmed case of COVID-19 while maintaining confidentiality as required by HIPAA, the Americans with Disabilities Act (ADA), or other applicable laws.

9. Deep clean the establishment at least once every twenty-four hours.

ATTACHMENT 3 RETAIL ESTABLISHMENTS

A. Capacity Requirements.

1. Limit the number of customers inside a store at a given time, excluding employees and representatives of third-party delivery companies, to a maximum of 50% of the store's maximum occupancy. To the extent any such establishment is subject to any other capacity or operational limitation by any state or local government authority, the establishment must comply with the more stringent or restrictive limitation. Retail establishments that were permitted to operate as essential services or essential businesses under the Governor's Executive Order 20-91 are not subject to the fifty percent (50%) maximum occupancy limitation stated in this section.

2. Food courts, restaurants, and other food establishments in shopping malls must configure seating to maintain at least 6 feet between separate groups (at the closest point) to allow for proper social distancing. Food courts, restaurants, and other food establishments in shopping malls must also comply with the requirements in **Attachment 2**.

3. Social distancing requirements do not apply to members of the same household.

B. Operations Requirements.

1. Establishments must conspicuously post the required signage in accordance with Emergency Order 20-17, as amended.

2. Consider dedicated shopping hours or appointment times for the elderly, medically vulnerable, and health care workers.

3. Social distancing reminders to customers are required, including but not limited to social distancing "reminder" signs, personal stickers, floor decals, and audio or audible announcements. Signs shall be conspicuously posted.

4. Establish one-way aisles and traffic patterns for social distancing.

5. Encourage curbside, online, or call-in pickup and delivery service options to minimize contact and maintain social distancing.

C. Sanitation and Safety Requirements.

1. Prohibit or limit the use of changing rooms while ensuring proper sanitation and compliance with social distancing protocols.

2. Establish procedures for safe exchange and returns of goods and materials.

3. Do not allow self-serve products (e.g., “testers”); consider limiting customer contact with retail products before purchase.
4. When possible and appropriate, use plastic shields or barriers between customers and clerks at service counters and clean them (the shields and service counters) frequently.
5. Prohibit the use of reusable bags (reusable bags may carry COVID-19).

ATTACHMENT 4 PERSONAL SERVICES

Businesses and establishments providing personal services by licensed professionals, such as barbershops, cosmetology salons, and cosmetology specialty salons, may operate provided all such operations:

(a) are consistent with Emergency Order 20-21 and the guidelines stated herein;

(b) are consistent with the Frequently Asked Questions issued by the Florida Department of Business & Professional Regulation located at <http://www.myfloridalicense.com/DBPR/os/documents/2020.05.09%20DBPR%20FAQs%20re%20Executive%20Order%2020-120.pdf>; and

(c) comply with the Information for Barbershops, Cosmetology Salons, and Cosmetology Specialty Shops located at <http://www.myfloridalicense.com/DBPR/os/documents/2020.05.09%20DBPR%20-%20Information%20for%20Barbers-Cosmetology%20Reopening.pdf>.

A. Capacity Requirements.

1. Services shall be provided by appointment only.
2. Services shall be scheduled with at least 15 minutes between appointments to allow time for proper disinfecting of the area.
3. Customers waiting for appointment should be encouraged to wait outside and practice social distancing. Social distancing requirements do not apply to members of the same household.

B. Sanitation and Safety Requirements.

1. If there are partitions or walls that are solid (such as plexiglass, metal, or other solid non-fabric material) between each chair/workstation, then each chair/workstation can be used at any given time. Partitions must be thoroughly sanitized between each customer.
2. If there are no partitions or walls between each chair/workstation, the business must only use every other chair/workstation, or otherwise arrange seating, such that there is at least 6 feet separation between chairs/workstations to achieve social distancing.
3. Personal service employees must wear facial coverings. Customers or clients must wear facial coverings to the full extent practicable for the service required.

4. Personal service employees must wash their hands immediately before performing a service and must wash their hands before performing a service for the next customer or client.
5. Businesses must remove all books, magazines, and any shared material for customers.
6. Ensure thorough workstation and equipment disinfection after each customer (i.e. sanitize all equipment, instruments, capes, smocks, linens, chairs and work area); alternatively, utilize single-use or disposable items.
7. Implement enhanced sanitation of commonly touched surfaces and equipment as frequently as necessary using CDC recommended sanitizers and disinfecting protocols.
8. Discard any single-use or disposable tools (e.g., files, buffers, neck strips) immediately after use on a single customer.
9. Encourage touchless payment methods where possible.
10. Hand sanitizers must be placed at the entrance, and customers must be informed that they must sanitize their hands upon entering.
11. Do not allow self-serve products (e.g., “testers”); consider limiting customer contact with retail products before purchase.
12. Daily deep cleaning and sanitation to be completed frequently for high-touch areas. Areas such as salon chairs, manicure UV machines, nail drying stations, etc. are to be cleaned after each client use.
13. Use appropriate temperatures for washers and dryers to ensure thorough sanitation of towels, linens, capes, smocks, etc.

ATTACHMENT 5 MOVIE THEATERS

Only outdoor movie theaters (pop-up or fixed location) are permitted to operate at this time. All indoor movie theaters, if and to the extent permitted to operate under Emergency Order 20-21 as amended, must comply with the guidelines of this attachment and Attachment 17.

A. Capacity Requirements.

1. Indoor movie theaters may operate subject to a fifty percent (50%) maximum capacity limitation. Social distancing requirements must be followed, except for persons within same household or group.

2. For all drive-in movie theaters (pop-up or fixed location), automobiles shall be spaced at least 6 feet apart, with appropriate signage posted notifying patrons of the spacing requirement.

3. Restrooms must not exceed 50% capacity and shall be staffed by dedicated sanitation personnel at all times when open.

4. For all drive-in movie theaters (pop-up or fixed location), persons shall remain in their vehicles except for the sole purpose of utilizing the restroom facility or restaurant or food service areas.

B. Sanitation and Safety Requirements.

1. Foodservice areas must comply with the guidelines of Attachment 2 of Emergency Order 20-21, as amended.

2. Touch free payment options for entry are encouraged.

3. All staff shall use PPEs including, but not limited to, gloves and masks at all times.

4. Additional hand sanitizing stations shall be provided.

ATTACHMENT 6
COMMUNITY ROOMS, FITNESS CENTERS, AND GYMS
IN HOUSING DEVELOPMENTS

No community room, fitness center, or gym is required to be opened if the housing development does not wish to do so or believes it cannot do so safely and in full compliance with the requirements of this Emergency Order; any decision by a particular housing development is also subject to any applicable internal rules or regulations of that entity.

A. Capacity Requirements.

1. Maximum 50% occupancy. Social distancing requirements do not apply to members of the same household.
2. Community rooms, fitness centers, and gyms shall be limited to residents of the housing development and their families (if authorized by the housing development, which may impose more stringent restrictions) only.
3. Exercise machines, equipment and tables must be rearranged and/or closed for use to ensure at least 6 feet of distance between patrons using such machines, equipment, or tables. Social distancing guidelines provided by the CDC shall be adhered to at all times.
4. No gatherings or multi-player games (e.g., mahjong, poker, etc.) are permitted in the community rooms between persons who do not reside in the same household.

B. Sanitation and Safety Requirements.

1. Before reopening, the community room, fitness center, or gym (as applicable) must be thoroughly deep cleaned, disinfected, and sanitized. After opening, community rooms, fitness centers, and gyms must be deep cleaned daily.
2. Housing developments shall provide disinfecting wipes, and residents shall be required to wipe down each machine they used after each use.
3. Hand sanitizer shall be available at the facility. Patrons must be informed that they must sanitize their hands when entering the gym and prior to utilizing each piece of equipment.

C. Gym and Fitness Center Amenities.

1. Hot tubs, saunas, steam rooms, and shower facilities shall remain closed.

ATTACHMENT 7 MUSEUMS

A. Capacity Requirements.

1. Operate at a capacity of no more than fifty percent (50%) occupancy (if an interior portion of the museum has a separate capacity restriction, then that interior portion is also subject to a limitation of not more than fifty percent (50%) of the maximum capacity of that interior portion). Social distancing requirements do not apply to members of the same household.

2. Determine what exhibitions and events to have or postpone based on space and group capacity management and scale in phases.

3. On-site food establishments must operate in accordance with **Attachment 2**.

4. Gift shops and other on-site retail capacity shall be limited to 50% maximum occupancy and operate in accordance with **Attachment 3**.

B. Sanitation and Safety Requirements.

1. Encourage advance mobile ticketing and use touchless payment options, where available, throughout the museum.

2. Offer special hours for visitors with potential health vulnerabilities, members, corporate members, and donors.

3. Reduce staff/visitor contact points and consider clear protective dividers for front-line workstations.

4. Eliminate moveable elements and other hands-on activities that may transmit germs (e.g., manipulatives and props, sensory materials, refer to the American Alliance of Museums guidelines <https://www.aam-us.org/wp-content/uploads/2020/04/Considerations-for-Museum-Reopenings-5.4.2020.pdf>).

5. Prohibit use of interactive functions or exhibits including child play areas.

6. Redesign and restrict exhibition floorplans to comply with social distancing.

7. Use floor decals to help visitors differentiate spaces and signage to regulate capacity per area.

8. Facility rentals are prohibited at this time.

ATTACHMENT 8 PARKS IN BROWARD COUNTY

Except as otherwise set forth herein, all parks in Broward County, including Regional, Specialty, and Neighborhood Parks, Nature Centers, and Natural Areas (collectively "Parks in Broward County"), may be open to public access on a limited basis, subject to the limitations set forth in this Attachment 8. Conducting any activities in a way that deviates from said guidelines is prohibited.

Hours of operation will be determined by the respective government agency that owns or manages the applicable park. The opening of private parks will be governed by the municipality where they are located, but if opened, any such private parks must operate in compliance with the minimum requirements of this Attachment 8. Notwithstanding this Emergency Order permitting the reopening of Parks in Broward County, certain Parks in Broward County may remain closed to public access as determined appropriate by the owner or operator of the park.

Tennis facilities, basketball courts, and other similar recreational amenities that are not located in Parks in Broward County may open as determined by the owner or operator of such facilities, provided the owner or operator ensure that the use thereof is in full compliance with all applicable requirements of this Attachment 8, notwithstanding that such use is not occurring in a Park in Broward County.

Specific establishments (including businesses and amenities) operating within Parks in Broward County may operate consistent with the guidelines applicable to that specific use, unless otherwise prohibited by contract or other applicable requirement. For example, marinas, boat docks, ramps, and other launching venues in Parks in Broward County may operate consistent with Attachment 9, and community centers and other buildings located within Parks in Broward County may operate consistent with the guidelines applicable to all establishments (Attachment 1) and any other attachments applicable to the particular activity taking place at the community center or building (e.g., if a community center is being used as a fitness facility, the guidelines applicable to fitness centers must be followed).

Operating Requirements

1. Except for activity expressly permitted under sections (2) or (3) below, no groups of more than ten (10) people shall congregate in any area of any Park in Broward County. All playgrounds, outdoor exercise equipment, and other exercise courts, except as provided below, shall remain closed to the public.

2. Except as permitted in section (3) below, the following activities are limited: Use of tennis courts and pickle ball courts shall be limited to a maximum of four people on the court at any one time (i.e. singles or doubles play only), and the disc golf courses limited to singles or doubles play. Basketball courts are limited to individual use (no multiplayers or pick-up games are permitted, with the exception of games such as

“horse”), and social distancing must be maintained at all times to the extent possible. Racquetball courts are limited to a maximum of two persons on the court at any one time.

3. Organized sports, including but not limited to soccer, baseball, basketball, and softball, are permitted so long as the activity is part of an established athletic league or part of an organized program (municipal or otherwise).

4. All CDC Guidelines regarding social distancing must be observed at all times by all persons using any Park in Broward County.

5. Facial coverings must be worn at all times to the extent social distancing cannot be maintained, other than while exercising or engaged in vigorous activity. Facial coverings are not required when social distancing of at least six feet (6') is consistently maintained or when the only persons within six feet (6') are members of the same household or group.

6. To the extent practicable, walking paths and trails shall be used only in a one-way direction to help maintain social distancing, and signage posted that appropriate social distancing of at least six (6) feet should be maintained between persons when passing.

ATTACHMENT 9
BOATING AND MARINE ACTIVITIES

A. Marinas, Boat Docks, Ramps, and Other Launching Venues.

1. Only one boat per launch ramp at a time is permitted.
2. Municipalities shall set the times during each day that boat ramps may be open. If no such times are set by the applicable municipality, then ramps may operate from 6 a.m. – 7 p.m. daily.
3. No gathering of more than 10 people is permitted at any time including during boat launch, during on-water time, and when removing the boat from the water, subject to further restrictions as provided below.
4. In accordance with CDC Guidelines, in addition to practicing social distancing, launching venue staff, as well as customers, shall utilize personal protective equipment including, but not limited to, facial coverings and gloves in connection with use of marinas, boat docks, ramps, and other launching venues, in accordance with Broward County Emergency Order 20-21.

B. On-Water Activity.

1. Boats must remain at least fifty (50) feet apart at all times.
2. Rafting up of boats, which includes but is not limited to the roping or tying together of boats or vessels, is prohibited.
3. Beaching, landing, or anchoring of vessels on sandbars, islands, or open shorelines is prohibited.
4. Maximum Persons Based on Capacity of Boats (All Boats Other Than Charter Vessels):
 - a. Boats 25' or less: 4 adult passengers maximum (plus children 17 and under). Maximum of 6 people on the boat.
 - b. Boats 26' – 36': 6 adult passengers maximum (plus children 17 and under). Maximum of 8 people on the boat.
 - c. Boats 37' – 60': 8 adult passengers maximum (plus children 17 and under). Maximum of 10 people on the boat.

- d. Boats over 60': 10 passengers maximum, inclusive of adults and children, but not including crew members.

5. Maximum Persons on Charter Vessels: Persons on charter vessels, inclusive of crew, shall not exceed fifty percent (50%) of the maximum capacity as applicable based on the size of the charter vessel.

C. Fishing Piers and Fish Cleaning Stations.

1. Social distancing of a minimum of ten (10) feet between persons must be maintained.

2. One person per fish cleaning station at a time. Proper cleaning and sanitation processes must always be followed.

D. Rental of Jet Skis, Boats, Canoes, Kayaks, and Paddle Boards.

1. Rental of jet skis, boats, canoes, kayaks, and paddle boards may resume operations provided that CDC Guidelines, including all social distancing and sanitation guidelines, are adhered to. In addition, the following restrictions shall apply:

- a. Jet ski rental operations shall be limited to single riders only, except that multi-person use is permitted on jet skis with capacity for multiple riders if the riders all reside in the same household.
- b. Boat rentals companies shall adhere to the same guidelines applicable to all boating activities set forth in this Order, including this attachment.
- c. Canoes/kayaks/paddle boards shall be limited to single person use or two-person use (two-person use is permitted only if all persons reside in the same household).

E. Charter Vessels.

In addition to the capacity requirements in Section B, charter vessels must comply with the following:

1. Captain, crew members, and patrons must wear facial coverings on shore and on the vessel whenever social distancing requirements cannot be maintained.

2. Six-Pack vessels must be limited to no more than four (4) guests per vessel and must comply with all CDC Guidelines.

3. Drift fishing vessels must provide for and ensure social distancing, including delineating safe social distancing position by measures, including, but not limited to,

installing tape or markings for patrons on seats, vessel railings, and the deck. Each person fishing shall have his or her own fishing pole(s), tackle, and other equipment. Equipment sharing or rental is prohibited.

4. CDC cleanliness guidelines must be posted in restrooms and/or heads. Restrooms must be sanitized and disinfected at least hourly, after each trip, and more frequently as needed. Adequate water, soap, and hand sanitizer must be provided for patrons.

5. Fish cleaning and bait table stations must be limited to one person per station at a time. Fish cleaning and bait table stations must be cleaned and disinfected between each charter.

6. If crew members are filleting, or otherwise handling, fish caught by a patron, only one person may use the fish cleaning table at a time.

F. Public Restrooms and Ship Stores

1. Access to public restrooms may be available. Safe protocol in accordance with CDC Guidelines must be followed.

2. Those entering or working at ship (bait & tackle) stores must maintain social distancing and wear a facial covering, in accordance with Broward County Emergency Order 20-21.

ATTACHMENT 10
GOLF COURSES

A. On-Course Facility

1. Players will be responsible for bringing their golf equipment to a designated area. No clubs or other equipment will be transported by golf course staff, unless required by the ADA.
2. Designated signage must be placed outside the pro shop and clubhouse outlining the required social distancing guidelines and facial covering guidelines. All clubhouse facilities other than restrooms shall remain closed.
3. Designated signage must be placed on carts and around the clubhouse with the phone number to call for food orders and an explanation of how to pay.
4. All CDC Guidelines must be followed, including not exceeding any gathering limits as established by local or state authorities.
5. No indoor events will be conducted.
6. Pro shops may operate consistent with **Attachment 3** of this Emergency Order. Staff must wear facial coverings at all times in accordance with Broward County Emergency Order 20-21.
7. No locker room usage and no bag storage usage shall be permitted.
8. Hand sanitizer and/or disinfectant wipes shall be provided in all bathrooms and payment areas.
9. Bathrooms must have disinfectant wipes for golfers to wipe down everything they touched before exiting.
10. Golf courses must encourage only one person in each bathroom at any time.
11. Each rental cart and any rental equipment must be cleaned and disinfected prior to each player's use by facility staff, and disinfectant wipes must be provided to each cart user prior to their rental.
12. All sand containers, scorecards, pencils, tees, towels, coolers, and other shared materials must be removed from golf carts after each use.
13. All bathrooms and touch-point areas must be disinfected regularly.
14. Driving range hitting areas must be spaced so that all golfers are at least ten (10) feet apart.

15. Scorecard, pencils, and tees must only be issued to individuals when requested from the starter and must be properly discarded after use.

B. Golf Course Preparation

1. Cup Modifications: A noodle or other blocking mechanism must be used to fill the hole, or the cup must be raised an inch above ground to prevent the ball from going in the hole to prevent flagpole touching. Alternatively, an E-Z lift touchless golf ball retrieval system or similar touchless system may be used.

2. Rakes in all bunkers must be removed.

3. All water stations must be removed or locked down.

4. All ball wash units must be removed or locked down.

5. All practice facility bag stands, chairs, and PVC pipes for picking up balls must be removed.

6. All range balls must be cleaned with water and soap after every pick-up prior to making them available for use by the next golfer.

C. Playing

1. Players must not touch or remove the flagstick from the cups at any time (any putts that hit the cup or noodle will be considered holed).

2. All players must stay at least six (6) feet apart at all times, and a course ranger or other staff member must monitor player compliance on the course.

3. There must be no more than one player per cart, unless they reside in the same household.

4. Walkers must adhere to social distancing requirements.

5. All golfers must leave the golf course immediately after playing to eliminate congestion and must avoid gathering on the property or in the parking lot.

D. Food and Beverage

1. Restaurants can operate consistent with **Attachment 2** of this Emergency Order.

2. Beverage Carts on the Golf Course: Beverage cart staff must wear facial coverings in accordance with Emergency Order 20-21 and must wear gloves during in-

person interactions with the public. Signage must be placed on beverage carts stating that players are not allowed to touch anything on the beverage cart. Only a cart attendant may distribute items from the cart. The beverage cart attendant must comply with social distancing requirements, as much as possible.

3. Players must be encouraged to pay with a credit card, and cart attendants must wipe down the credit card machine after each use.

E. Golf Course Staff

1. Staff must be trained on proper hygiene, sanitation, and food handling. COVID-19 prevention and control procedures must be emphasized during training.

2. Facial coverings and gloves shall be worn by staff at all times in accordance with Broward County Emergency Order 20-21.

ATTACHMENT 11
POOL DECKS, POOLS, AND OTHER RESIDENTIAL
RECREATIONAL AMENITIES IN HOUSING DEVELOPMENTS

Pool decks or pools in multifamily housing developments, condominium developments, condominium hotels, or single-family homeowner associations (collectively, "housing developments") may operate, subject to the following requirements:

1. Such pools and pool decks are used only by current residents of the housing development and their families (if authorized by the housing development, which may impose more stringent restrictions).
2. Six (6) foot social distancing CDC guidelines are adhered to;
3. Pool deck and pool occupancy are limited to no greater than 50% capacity;
and
4. Either:
 - a. the use of the pool deck and pool are supervised by a sufficient number of employees or other person(s) designated by the housing development during the hours in which they are used to ensure compliance with the requirements of this section, and employees or other designees of the housing development sanitize the facility's pool chairs, railings, gates, tables, showers, and other equipment at the pool and pool deck on a regular basis; or
 - b. all furnishings are removed from the pool deck.

Except as otherwise expressly allowed by any applicable Broward County Emergency Order, any use of these pool decks or pool areas that deviate from the CDC Guidelines or these requirements remain prohibited.

ATTACHMENT 12
PUBLIC COMMUNITY POOLS AND PRIVATE CLUB POOLS

Pools and pool decks located within private clubs (such as YMCAs, yacht clubs, etc.), and including county or municipal pools, but excluding pools that are part of a commercial fitness facility, may operate as follows:

A. Capacity Requirements.

1. All seating and tables around any pool shall be set up with social distancing of at least 6 feet between groups at their closest point. Social distancing requirements do not apply to members of the same household.
2. Pool and pool deck occupancy is limited to no greater than 50% maximum occupancy.
3. No groups larger than 10 people.
4. The use of the pool and pool deck are to be supervised by a sufficient number of employees or other person(s) designated by the operator of the facility to ensure compliance with the requirements of this attachment, and either (i) employees or other designees of the establishment shall sanitize the facility's chairs, railings, gates, tables, showers, and other equipment, or (ii) all furnishings must be removed from the pool deck.
5. All pools subject to this attachment are limited to use by their members and authorized users only.

B. Sanitation and Safety Requirements.

1. Employees or other designees of the operator of the facility shall supervise the pool during operating hours to ensure compliance with this attachment and shall also ensure the facility's pool chairs, railings, gates, tables, showers, and other pool and pool deck equipment are sanitized on a regular basis and, at a minimum, between users.
2. The pools and operation thereof shall meet the standards set by the CDC <https://www.cdc.gov/healthywater/swimming/index.html> and Florida Administrative Code § 64E-9.004 for disinfectant protocol.
3. Employees working in pool houses, locker rooms, or in similar areas in close proximity to pools or pool decks shall wear facial coverings at all times in accordance with Broward County Emergency Order 20-21.

C. Pool Amenities.

1. Hot tubs, saunas, steam rooms, and indoor showers shall remain closed. Indoor showers can remain open if they are the only shower available to rinse before entering the pool.

ATTACHMENT 13
HOTELS, MOTELS, AND COMMERCIAL LODGING ESTABLISHMENTS

For the safe reopening of lodging and accommodations, it is important that employers and employees respect the myriad of protective measures to ensure the comfort and safety of guests and staff.

A. Operations Requirements

1. All establishments must comply with the applicable attachments to Emergency Order 20-21, as it relates to the specific uses within the hotel, motel, or other commercial lodging establishment.

2. Ballrooms and other function spaces must remain closed, except as permitted to operate in Section 7 below.

3. Guests must wear facial coverings in check-in areas, elevators, and all other common spaces, but not in rented rooms. The facial covering requirements applicable to the specific use areas (such as restaurants and fitness centers) shall be required in the specific use areas.

4. Establishments must impose capacity limits for common areas to adhere to the 6 feet social distancing requirements.

5. Maintain records of guest registration, staff work assignments, and facility usage for a minimum of 90 days to enable contact tracing. This includes maintaining guest registration records, employee work assignments, documentation of key control procedures including the electronic lock records, and security camera closed circuit tapes/files.

6. Create a page on your website or blog that outlines what you are doing to clean, sanitize and disinfect, and otherwise keep guests safe.

7. Ballrooms and other function spaces may be utilized only as follows: for meeting space in a classroom or similar meeting/training type setting, with facial coverings worn by all persons in accordance with Emergency Order 20-21, social distancing of at least six feet (6') between persons maintained at all times, and any consumption of food or beverage limited to single-person servings delivered by staff or designated personnel to attendees at their seats and consumed only while seated and socially distant. Occupancy of such spaces must not exceed fifty percent (50%) of the maximum occupancy of the applicable space. The function space, including all touch points and all meeting equipment (such as A/V equipment) and supplies to be utilized within the space, must be sanitized prior to being occupied. Social events or gatherings such as weddings and parties are prohibited. Except when operated pursuant to these limitations, ballrooms and other function spaces must remain closed.

B. Check-in/Check-out

1. Areas in front of the reception desk must be marked to ensure guests maintain physical distancing while waiting.
2. Social distancing requirements must be posted at all elevator access points. Areas in front of the first-floor elevator access points must be marked to ensure guests maintain physical distancing while waiting.
3. The number of guests on elevators must be limited to maintain social distancing requirements, unless all of the users are from the same household.
4. Hand sanitizer must be available to guests at the front desk.
5. When possible, guests should check-in and check-out online. When possible, email guest checkout forms to avoid contact via paper forms.
6. Consider providing an “amenities bag” with hand sanitizer, masks, and/or gloves, and a fact sheet with COVID-19 awareness information for your establishment at check-in. All establishments must provide local COVID-19 guidance for guests. Broward County has a dedicated webpage that includes local information at broward.org/coronavirus. If the establishment is pet friendly, CDC guidance must be provided to guests regarding COVID-19 and animals.
7. Consider installing physical barriers such as plexiglass at customer interface points such as the front desk and valet stand.
8. Clearly designated entrances and exits should be used to maintain social distancing, if possible.

C. Food Services

1. Dine-in restaurants must operate consistent with Emergency Order 20-21, **Attachment 2**.
2. Room service: Employees delivering and collecting items served to a room must wear gloves and masks. Food delivery to rooms must be done in a contactless method (such as room service to guests’ doors).
3. Encourage guests to utilize pick-up for restaurant orders.

D. Amenities

1. Gyms and Fitness Centers
 - a) If a gym or fitness center cannot comply with the requirements of **Attachment 14** to this Emergency Order, gyms and fitness centers must remain closed.
 - b) Any operating gym or fitness center must adhere to the rules outlined in **Attachment 14** to this Emergency Order.

2. Pools
 - a) All pools that cannot comply with the requirements of **Attachment 12** to Emergency Order 20-21 must remain closed.
 - b) Any operating pool must adhere to the requirements of Emergency Order 20-21, **Attachment 12**.
3. Beachfronts
 - a) All beachfront establishments must comply with **Attachment 1** of this Emergency Order.
4. Other Outdoor Recreation
 - a) All outdoor recreation areas on hotel property are permitted to operate only in accordance with the applicable portions of Emergency Order 20-21 (for example, boating and marine activities must comply with Attachment 9, golf courses must comply with Attachment 10, and so forth).
5. Personal Care Services
 - a) Any spa or salon services must comply with the requirements of Emergency Order 20-21, **Attachment 4**.
6. Bellhop and Valet Service
 - a) Bellhop staff and Valets must wear single use gloves and a facial covering while performing the requested service and must sanitize their hands before and after performing the requested service.
 - b) Valet parking should be restricted only to guests with placards or plates for disabled parking or who otherwise need assistance.
 - c) Luggage should be delivered either before or after guests arrive to their room and avoid traveling with guests to their rooms.
7. Courtesy Shuttles
 - a) Courtesy shuttles must sanitize high-touch points of the shuttle after each trip, deep clean the vehicle on a daily basis, and ensure compliance with physical distancing requirements by limiting capacity of the vehicle consistent with the CDC Guidelines. People in the same household are not required to comply with the social distancing requirements.
 - b) All persons within the courtesy shuttle must wear a facial covering.

8. Laundry Service
 - a) Laundry must be washed in accordance with CDC guidelines (<https://www.cdc.gov/infectioncontrol/guidelines/environmental/background/laundry.html>).
 - b) Dirty linens must be bagged in guest rooms to eliminate unnecessary contact.
9. Business Centers
 - a) Business center capacity must be limited to 50% maximum occupancy.
 - b) All persons in business centers must wear a facial covering.
 - c) Sanitizing wipes must be made available to guests to sanitize technology, equipment, office supplies, and workspaces prior to their use.
 - d) This area must be cleaned as frequently as other public spaces and communal areas.
 - e) A staff member must monitor the business center to ensure compliance with these requirements.
 - f) Technology and other machines must be appropriately spaced to allow for at least 6 feet of social distancing.
 - g) There should be separate places designated for clean and for used writing utensils.

E. Sanitation and Safety Requirements

1. Public Spaces and Communal Areas
 - a) All Department of Business and Professional Regulation (DBPR) sanitation guidelines must be followed, including Florida Administrative Code Section 61C-3.001, Sanitation and Safety Requirements.
 - b) High-touch front services spaces and equipment, including keys, property management systems, bell desks, luggage storerooms, luggage belts, bell carts, etc., must be sanitized frequently and no less than hourly.
 - c) HVAC air filters should be cleaned or replaced monthly to maximize clean air.
 - d) Sanitation and safety efforts should comply with Emergency Order 20-21, **Attachment 1**.

2. Guest Rooms

- a) Guest rooms must be deep cleaned after guest check-out in accordance with the CDC-recommended cleaning procedures <https://cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.
- b) Staff must wear facial coverings and gloves when cleaning.
- c) After a room has been cleaned, guest rooms may not be entered by any person until the next guest arrives.
- d) A tent card that explains the heightened cleaning procedures must be placed in every guest room, particularly related to high-touch areas, when possible.
- e) For the duration of the guest stay, guest room housekeeping must be limited or by-request.
- f) The number of amenity items provided in the guest room (e.g., coffee stations, extra pillows, pens, robes, single-serve beverages) should be limited. Consider providing these amenities on demand in order to reduce the number of touch points and cleaning/sanitation demands of the room, when possible. Offer written services (e.g., magazines, guest service directory, mini bars) electronically on the guest room screen or send to guest mobile phone.

ATTACHMENT 14 COMMERCIAL GYMS AND FITNESS CENTERS

Commercial gyms and fitness centers, including, but not limited to, dance studios, martial arts studios, yoga studios, spinning studios, personal training services, and similar establishments, must comply with all applicable provisions of this Attachment 14.

Patrons must wear facial coverings at all times except while actively engaging in strenuous physical activity or exercise that renders the wearing of a facial covering unsafe, or during the cooldown portion of their workout. Social distancing of at least six feet (6') must be maintained at all times.

A. Occupancy and Access

1. Monitor building occupancy and restrict customer access to no more than fifty percent (50%) of the building's maximum occupancy.
2. Provide an exit from the facility separate from the entrance, when possible.

B. Sanitation and Safety Requirements

1. Make readily available dispensers of a disinfectant included on the EPA List N: Disinfectants for Use Against SARS-CoV-2 (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>) and provide patrons with sufficient cleaning materials, including disposable wipes, at all entrances and at various locations throughout the facility. Hygiene signage must be prominently displayed at all entrances. All employees and patrons must be required to sanitize their hands:

- a) Upon entering the facility (or before beginning their fitness activities if conducted outdoors);
- b) After using each piece of equipment; and
- c) Upon completing their fitness routine.

2. Social distancing markers should be placed in front of the reception/membership desk and all other appropriate areas.

3. Equipment stations must be appropriately distanced (at least ten feet between each piece of cardiovascular equipment or exercise station, except that spacing can be six feet if non-cloth protective barriers, such as plexiglass or panels, are placed between equipment/stations and are regularly sanitized).

4. Fitness classes must be restricted in number of attendees to ensure social distancing of at least ten feet between persons in all directions unless there are non-cloth protective barriers, such as plexiglass or panels, placed to separate each attendee. Markers must be placed to indicate the appropriate distance.

5. Aquatic programs must be limited as to class size to meet the ten foot distance requirement; in lap lanes, the ten-foot requirement is deemed met while swimming laps provided no more than one person is using a lane at any time. Lap lane sharing is prohibited.

6. Social distancing between persons engaged in any physical activity should be measured from head to head.

7. Disinfecting wipes must be available throughout the facility and patrons must sanitize each machine after use. Equipment must be allowed to fully dry before next use. Staff must monitor the floor and exercise area to sanitize any and all equipment if a patron fails to do so. Surfaces to be sanitized include but are not limited to:

- a) Hand grips on cardio equipment such as treadmills, bicycles, ellipticals;
- b) Hand grips on dumbbells, weight bars, and other strength-training systems;
- c) Pads/cushioned components such as fitness mats, bike seats, lifting benches, and other cushioned components of strength training machines;
- d) Fitness balls, rope handles, and other fitness accessories;
- e) Touch screens on exercise equipment; and
- f) All seating, counters, weights, weight bars, mats, machines, and all other fitness equipment upon closing the facility each day.

8. Ensure that all products used to sanitize have adequate time to dry, which drying time is essential to ensuring the safety of workers and patrons.

9. Remove any unnecessary chairs, tables, or other furniture and all magazines and similar shared items.

10. Discontinue providing heart monitors, mats, blocks, bolsters, or similar equipment to customers.

11. During daily operation, routinely clean and disinfect surfaces, particularly high-touch surfaces such as faucets, toilets, doorknobs, light switches, and all furniture/equipment that is in use.

12. Restrooms must be sanitized no less frequently than hourly. Soap must be readily available for patrons.

13. Deep clean the facility at least once every twenty-four (24) hours.

C. Operational Requirements

1. Patrons must have their temperature taken upon entrance, including any children exercising or entering a child-care program. Any patron with a temperature above 100.1 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 must be denied entry to the facility.
2. Employees must wear facial coverings, and have temperature checked prior to commencing work each day. Any employee with a temperature above 100.1 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 upon arrival at work, or who becomes sick during the day, must immediately be separated from other employees, customers, and visitors, and sent home.
3. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, social distancing, and requirements for patrons to sanitize equipment after use, must be conspicuously posted.
4. Keep doors open between separate fitness areas or rooms of the facility to reduce surface touching by multiple people. Open windows where feasible to improve ventilation in the facility.
5. Remove all unnecessary, frequently touched items like magazines, newspapers, and service menus from customer waiting areas and locker rooms.
6. Shower facilities must be closed, except for showers at facilities with pools but only for use to shower prior to entering the pool.
7. Consider offering “senior hours” or designated times for elderly and high-risk groups to safely exercise.

ATTACHMENT 15
BEACHES IN BROWARD COUNTY

Ocean activities (such as surfing, swimming, kayaking, paddle boarding, body surfing) and limited land based active recreation and exercise (such as walking, running, biking, and surf fishing) are permitted on beaches in Broward County. Picnicking, sunbathing, sitting, or lying on the beach, as well as the use of umbrellas, canopies, chairs, loungers, and coolers, are also permitted.

A. Beach Restrictions.

1. Beach hours shall be limited to between sunrise and sunset.
2. Facial coverings must be worn when social distancing of 6 feet between persons (other than members of the same household or group) cannot be maintained, including, not limited to, when using elevators to access the beach, using restrooms, and when visiting beach concessions.
3. All persons must have a facial covering available and ready to use at all times; persons must be able to show their facial coverings upon request by local authority.
4. Disposable facial coverings and other disposable personal protective equipment such as gloves must be discarded properly; littering of facial coverings or other personal protective equipment is prohibited.
5. The use of facial coverings is not required when engaged in active recreation or exercise, or when in the water. Facial coverings should not be used by children under two (2) years old.
6. No group gatherings or events of more than ten (10) individuals.
7. No group or organized sports including, but not limited to, volleyball, soccer, or football.
8. Individuals must maintain at least 6 feet of physical distance between persons at all times (other than members of the same household or group), including when in the water.
9. Buildings (other than restrooms) or designated areas for social gathering (such as changing rooms, picnic pavilions, playgrounds, exercise equipment areas, etc.) must remain closed.
10. Beach concessions must comply with the applicable requirements in Broward County Emergency Order 20-21, as amended, including Attachment 1 for all

concessions, Attachment 2 for all restaurant or food establishment concessions, and Attachment 3 for all retail concessions.

11. Concessions or beachfront hotels that provide rental equipment (such as chairs, loungers, bicycles, etc.) must sanitize the rental equipment between each customer rental.

12. Beach restrooms and showers must be sanitized at least every 3 hours.

13. Municipalities shall have the ability to enact more stringent requirements than set forth herein, and, as with all other aspects of this Emergency Order, municipalities are authorized to enforce the requirements of this Emergency Order.

ATTACHMENT 16 YOUTH ACTIVITIES AND SUMMER CAMPS

Organized youth activities, including youth sports teams and leagues, youth clubs and programs, summer camps, and youth recreation camps may operate in accordance with the guidelines set forth herein. All establishments permitted to operate under this Attachment 16 that operate in a Park in Broward County must also comply with the applicable requirements in **Attachment 8** while at the park and any additional requirements imposed by the owner or operator of such park.

Nothing contained herein shall be construed as closing childcare facilities and providers permitted to operate by any order of the Governor or a prior Broward County Emergency Order.

Youth Activities and Summer Camps must comply with the follow requirements:

1. Comply with the CDC's "Considerations for Youth and Summer Camps," available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/summer-camps.html> and attached hereto as part of this Attachment 16.
2. Follow all applicable requirements of Attachment 1, General Requirements for All Establishments, in accordance with Broward County Emergency Orders 20-21, regarding general operations and sanitation requirements.
3. Employees must have their temperature checked prior to commencing work each day. Any employee with a temperature above 100.1 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 upon arrival at work, or who becomes sick during the day, must immediately be separated from other employees, customers, and visitors, and sent home.
4. Maintain visitor logs and attendance records of campers to facilitate contact tracing if necessary.
5. Facial coverings, as outlined in Emergency Order 20-21, as amended, must be worn by all staff, participants, and parents (to the extent present on-site) in accordance with Emergency Order 20-21. Appropriate accommodations should be made for preschool children and children with disabilities or special needs. Facial coverings must comply with the applicable Broward County Emergency Orders.
6. Gyms and fitness centers follow all applicable requirements of Broward County Emergency Orders 20-22, including Attachment 14.
7. Pools must follow all applicable requirements of Broward County Emergency Orders 20-22, including Attachments 6 & 12.

CDC's Considerations for Youth and Summer Camps

Guiding Principles to Keep in Mind

The more people a camper or staff member interacts with, and the longer that interaction, the higher the risk of COVID-19 spread. The risk of COVID-19 spread increases in youth camp settings as follows:

- **Lowest Risk:** Small groups of campers stay together all day, each day. Campers remain at least 6 feet apart and do not share objects. Outdoor activities are prioritized. All campers are from the local geographic area (e.g., city, town, county, community).
- **More Risk:** Campers mix between groups but remain at least 6 feet apart and do not share objects. Outdoor activities are prioritized. All campers are from the local geographic area (e.g., community, town, city, or county).
- **Even More Risk:** Campers mix between groups and do not remain spaced apart. All campers are from the local geographic area (e.g., community, town, city, or county).
- **Highest Risk:** Campers mix between groups and do not remain spaced apart. All campers are **not** from the local geographic area (e.g., community, town, city, or county).

COVID-19 is mostly spread by respiratory droplets released when people talk, cough, or sneeze. It is thought that the virus may spread to hands from a contaminated surface and then to the nose or mouth, causing infection. Therefore, personal prevention practices (such as [handwashing](#), [staying home when sick](#)) and environmental [cleaning and disinfection](#) are important principles that are covered in this document. Fortunately, there are a number of actions youth camp administrators can take to help lower the risk of COVID-19 exposure and spread during camp sessions and activities.

Promoting Behaviors that Reduce Spread

Camp administrators may consider implementing several strategies to encourage behaviors that reduce the spread of COVID-19.

- **Staying Home when Appropriate**
 - Educate staff, campers, and their families about when they should [stay home](#) and when they can return to camp.
 - Actively encourage employees and campers who are sick or have recently had a [close contact](#) with a person with COVID-19 to stay home. Develop policies that encourage sick employees to stay at home without fear of reprisal, and ensure employees are aware of these policies.

- [Employees and campers should stay home](#) if they have tested positive for or are showing COVID-19 [symptoms](#).
- Employees who have recently had a [close contact](#) with a person with COVID-19 should also [stay home and monitor their health](#).
- CDC's criteria can help inform when employees should return to work:
 - [If they have been sick with COVID-19](#)
 - [If they have recently had a close contact with a person with COVID-19](#)
- **Hand Hygiene and Respiratory Etiquette**
 - Teach and reinforce [handwashing](#) with soap and water for at least 20 seconds and increase monitoring to ensure adherence among campers and staff.
 - If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used (for staff and older children who can safely use hand sanitizer).
 - Encourage staff and campers to cover coughs and sneezes with a tissue. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds.
 - If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used (for staff and older campers who can safely use hand sanitizer).
- **Cloth Face Coverings**
 - Teach and reinforce the use of [cloth face coverings](#). Face coverings may be challenging for campers (especially younger campers) to wear in all-day settings such as camp. Face coverings should be worn by staff and campers (particularly older campers) as feasible, and are **most** essential in times when physical distancing is difficult. Information should be provided to staff and campers on [proper use, removal, and washing of cloth face coverings](#).
 - Note: Cloth face coverings should **not** be placed on:
 - Babies or children younger than 2 years old
 - Anyone who has trouble breathing or is unconscious
 - Anyone who is incapacitated or otherwise unable to remove the cover without help

[Cloth face coverings](#) are meant to protect other people in case the wearer is unknowingly infected but does not have [symptoms](#). Cloth face coverings are not surgical masks, respirators, or other medical personal protective equipment.

- **Adequate Supplies**
 - Support [healthy hygiene](#) by providing supplies including soap, hand sanitizer with at least 60 percent alcohol (for staff and older campers who can safely use hand sanitizer), paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch/foot pedal trash cans.
- **Signs and Messages**
 - Post [signs](#) in highly visible locations (e.g., camp entrances, dining areas, restrooms) that [promote everyday protective measures](#) and describe how to [stop the spread](#) of germs such as by [properly washing hands](#) and [properly wearing a cloth face covering](#).
 - Broadcast regular [announcements](#) on reducing the spread of COVID-19 on PA system
 - Include messages (for example, [videos](#)) about behaviors that prevent spread of COVID-19 when communicating with staff and families (such as on camp websites, in emails, and through camp [social media accounts](#)).
 - Find free CDC print and digital resources on [CDC's communications resources](#) main page.

Maintaining Healthy Environments

Camp administrators may consider implementing several strategies to maintain healthy environments.

- **Cleaning and Disinfection**
 - [Clean and disinfect](#) frequently touched surfaces (e.g., playground equipment, door handles, sink handles, drinking fountains) within the camp facility and in any [shared transportation](#) vehicles at least daily or between use as much as possible. Use of shared objects (e.g., art supplies, nap mats, toys, games) should be limited when possible, or cleaned between use.
 - Develop a schedule for increased, routine cleaning and disinfection.
 - If transport vehicles (e.g., buses) are used by the camp, drivers should practice all safety actions and protocols as indicated for other staff (e.g., hand hygiene, cloth face coverings). To clean and disinfect school buses or other transport vehicles, see guidance for [bus transit](#).
 - Ensure [safe and correct use](#) and storage of [cleaners and disinfectants](#), including storing products securely away from children. Use products that meet [EPA disinfection criteria](#).
 - Cleaning products should not be used near children, and staff should ensure that there is adequate ventilation when using these products to prevent children or themselves from inhaling toxic fumes.

- Use gloves when removing garbage bags or handling and disposing of trash. [Wash hands](#) after removing gloves.
- **Shared Objects**
 - Discourage sharing of items that are difficult to [clean, sanitize, or disinfect](#).
 - Keep each camper's belongings separated from others' and in individually labeled containers, cubbies, or areas.
 - Ensure adequate supplies to minimize sharing of high-touch materials to the extent possible (e.g., assign art supplies or other equipment to a single camper), or limit use of supplies and equipment to one group of campers at a time and clean and disinfect between use.
 - Avoid sharing electronic devices, toys, books, and other games or learning aids.
- **Ventilation**
 - Ensure ventilation systems operate properly and increase circulation of outdoor air as much as possible, for example by opening windows and doors. Do not open windows and doors if doing so poses a safety or health risk (e.g., risk of falling or triggering asthma symptoms) to campers using the facility.
- **Water Systems**
 - To minimize the risk of [Legionnaires' disease](#) and other diseases associated with water, [take steps](#) to ensure that all water systems and features (e.g., sink faucets, drinking fountains, showers, decorative fountains) are safe to use after a prolonged facility shutdown. Drinking fountains should be cleaned and sanitized, but encourage staff and campers to bring their own water to minimize use and touching of water fountains.
- **Modified Layouts**
 - Space seating at least 6 feet apart.
 - If nap times are scheduled, ensure that campers' naptime mats are assigned to individual children, are [sanitized](#) before and after use, and spaced out as much as possible, ideally at least 6 feet apart. Place campers head-to-toe to ensure distance between their faces.
 - Prioritize outdoor activities where social distancing can be maintained as much as possible.
 - Create [social distance](#) between campers on school buses (e.g., seat children one child per row, skip rows) when possible.

- **Physical Barriers and Guides**
 - Install physical barriers, such as sneeze guards and partitions, particularly in areas where it is difficult for individuals to remain at least 6 feet apart (g., reception desks).
 - Provide physical guides, such as tape on floors or sidewalks and signs on walls, to ensure that staff and campers remain at least 6 feet apart in lines and at other times (e.g., guides for creating “one way routes” in hallways).
- **Communal Spaces**
 - Close shared spaces such as dining halls and playgrounds with shared playground equipment, if possible; otherwise stagger use and [clean and disinfect](#) between use.
 - Follow [CDC’s considerations for Pools, Hot Tubs, and Water Playgrounds During COVID-19](#).
- **Food Service**
 - Have campers bring their own meals as feasible, and eat in separate areas or with their smaller group, instead of in a communal dining hall or cafeteria. Ensure the [safety of children with food allergies](#).
 - Use disposable food service items (utensils, dishes). If disposable items are not feasible or desirable, ensure that all non-disposable food service items are handled with gloves and washed with dish soap and hot water or in a dishwasher. Individuals should [wash their hands](#) after removing their gloves or after directly handling used food service items.
 - If food is offered at any event, have pre-packaged boxes or bags for each attendee instead of a buffet or family-style meal. Avoid sharing of foods and utensils and ensure the [safety of children with food allergies](#).

Maintaining Healthy Operations

Camp administrators may consider implementing several strategies to maintain healthy operations.

- **Protections for Staff and Campers who are at Higher Risk of Severe Illness from COVID-19**
 - Offer options for staff at [higher risk for severe illness](#) (including older adults and people of all ages with certain underlying medical conditions) that limit exposure risk (e.g., telework and modified job responsibilities).
 - Offer options for campers at [higher risk for severe illness](#) that limit exposure risk (e.g., virtual learning opportunities).

- For staff and campers: Limit camp attendance to staff and campers who live in the local geographic area (e.g., community, city, town, or county) to reduce risk of spread from areas with higher levels of COVID-19.
- Put in place policies that protect the privacy of people at [higher risk for severe illness](#) regarding underlying medical conditions.
- **Regulatory Awareness**
 - Be aware of local or state regulatory agency policies related to group gatherings to determine if events can be held.
- **Identifying Small Groups and Keeping Them Together (Cohorting)**
 - Keep campers together in small groups with dedicated staff and make sure they remain with the same group throughout the day, every day.
 - Limit mixing between groups if possible.
- **Staggered Scheduling**
 - Stagger arrival and drop-off times or locations by cohort (group) or put in place other protocols to limit contact between cohorts and with other campers' guardians as much as possible.
 - When possible, use flexible worksites (e.g., telework) and flexible work hours (e.g., staggered shifts) to help establish policies and practices for social distancing (maintaining distance of approximately 6 feet) between employees and others, especially if social distancing is recommended by state and local health authorities.
- **Gatherings, Visitors, and Field Trips**
 - Avoid group events, gatherings, or meetings where social distancing of at least 6 feet between people cannot be maintained. Limit group size to the extent possible.
 - Limit any nonessential visitors, volunteers, and activities involving external groups or organizations as much as possible – especially with individuals not from the local geographic area (e.g., community, town, city, or county).
 - Avoid activities and events such as field trips and special performances.
 - Pursue options to convene sporting events and participation in sports activities in ways that minimize transmission of COVID-19 to players, families, coaches, and communities.
- **Designated COVID-19 Point of Contact**
 - Designate a staff person (e.g., camp nurse or healthcare provider) to be responsible for responding to COVID-19 concerns. All camp staff and families should know who this person is and how to contact them.
- **Communication Systems**

- Put systems in place for:
 - Consistent with applicable law and privacy policies, having staff and families self-report to the camp administrators if they have [symptoms](#) of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days in accordance with [health information sharing regulations for COVID-19 \(e.g., see “Notify Health Officials and Close Contacts” in the Preparing for When Someone Gets Sick section below\)](#) and other applicable privacy and confidentiality laws and regulations.
 - Notifying staff and families of camp closures and restrictions in place to limit COVID-19 exposure (e.g., limited hours of operation).
- **Leave (Time Off) Policies**
 - Implement flexible sick leave policies and practices that enable employees to stay home when they are sick, have been exposed, or [caring for someone who is sick](#).
 - Examine and revise policies for leave, telework, and employee compensation.
 - Leave policies should be flexible and not punish people for taking time off, and should allow sick employees to stay home and away from co-workers. Leave policies should also account for employees who need to stay home with their children if there are school or childcare closures, or to care for sick family members.
 - Develop policies for return-to-camp after COVID-19 illness. CDC’s [criteria to discontinue home isolation and quarantine](#) can inform these policies.
- **Back-Up Staffing Plan**
 - Monitor absenteeism of campers and staff, cross-train staff, and create a roster of trained back-up staff.
- **Staff Training**
 - Train staff on all safety protocols.
 - Conduct training virtually or ensure that [social distancing](#) is maintained during training.
- **Recognize Signs and Symptoms**
 - If feasible, conduct daily health checks (e.g., temperature screening and/or [symptom checking](#)) of staff and campers (if feasible) safely and respectfully, and in accordance with any applicable privacy laws and regulations.

- Camp administrators may use examples of screening methods in CDC's supplemental [Guidance for Child Care Programs that Remain Open](#) as a guide for screening campers and CDC's [General Business FAQs](#) for screening staff.
- **Sharing Facilities**
 - Encourage any organizations that share or use the camp facilities to also follow these considerations. and limit shared use, if feasible.
- **Support Coping and Resilience**
 - Encourage employees and campers to take breaks from watching, reading, or listening to news stories about COVID-19, including social media if they are feeling overwhelmed or distressed.
 - Promote employees and campers eating healthy, exercising, getting sleep, and finding time to unwind.
 - Encourage employees and campers to talk with people they trust about their concerns and how they are feeling.
 - Consider posting signs for the national distress hotline: 1-800-985-5990, or text TalkWithUs to 66746

Preparing for When Someone Gets Sick

Camp administrators may consider implementing several strategies to prepare for when someone gets sick.

- **Advise Sick Individuals of Home Isolation Criteria**
 - Sick staff members or campers should not return to camp until they have met CDC's [criteria to discontinue home isolation](#).
- **Isolate and Transport Those Who are Sick**
 - Make sure that staff and families know that they (staff) or their children (families) should not come to camp, and that they should notify camp officials (e.g., the designated COVID-19 point of contact) if they (staff) or their child (families) become sick with COVID-19 [symptoms](#), test positive for COVID-19, or have been [exposed](#) to someone with symptoms or a confirmed or suspected case.
 - Immediately separate staff and campers with COVID-19 [symptoms](#) (such as fever, cough, or shortness of breath) at camp. Individuals who are sick should go home and or to a healthcare facility depending on how severe their symptoms are, and follow [CDC guidance for caring for yourself or others](#) who are sick.
 - Work with camp administrators, nurses, and other healthcare providers to identify an isolation room or area to separate anyone who has COVID-19

symptoms or who has tested positive but does not have symptoms. If the camp has a nurse or other healthcare provider, they should use [Standard and Transmission-Based Precautions](#) when caring for sick people.

See: [What Healthcare Personnel Should Know About Caring for Patients with Confirmed or Possible COVID-19 Infection](#).

- Establish procedures for safely transporting anyone who is sick to their home or to a healthcare facility. If you are calling an ambulance or bringing someone to the hospital, try to call first to alert them that the person may have COVID-19.
- **Clean and Disinfect**
 - Close off areas used by a sick person and do not use these areas until after [cleaning and disinfecting](#) them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
 - Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible. Ensure [safe and correct](#) use and storage of [cleaning](#) and disinfection products, including storing them securely away from children.
- **Notify Health Officials and Close Contacts**
 - In accordance with state and local laws and regulations, camp administrators should notify [local health officials](#), staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the [Americans with Disabilities Act \(ADA\)](#)[external icon](#).
 - Advise those who have had [close contact](#) with a person diagnosed with COVID-19 to stay home, [self-monitor for symptoms](#), and follow [CDC guidance](#) if symptoms develop.

Special Considerations for Overnight Camps

In addition to the considerations listed above, sleep away camps may also consider:

- Limit camp attendance to staff and campers who live in the local geographic area (e.g., community, city, town, or county).
- Align mats or beds so that campers and staff sleep head-to-toe at least 6 feet apart.
- Add physical barriers, such as plastic flexible screens, between bathroom sinks and between beds, especially when they cannot be at least 6 feet apart.
- Monitor and enforce [social distancing](#) and [healthy hygiene](#) behaviors throughout the day and night.
- [Clean and disinfect](#) bathrooms regularly (e.g., in the morning and evening, after times of heavy use) using [EPA-registered disinfectants](#).

- Encourage staff and campers to avoid placing toothbrushes or toiletries directly on counter surfaces.
- Work with camp administrators, nurses, and other healthcare providers to identify an isolation room or area to separate anyone who exhibits COVID-like [symptoms](#). If the camp has a nurse or other healthcare provider, they should use [Standard and Transmission-Based Precautions](#) when caring for sick people. See: [What Healthcare Personnel Should Know About Caring for Patients with Confirmed or Possible COVID-19 Infection](#).
- Staff and campers with [symptoms](#) (fever, cough, or runny nose) at camp should immediately be separated and sent home and referred to their healthcare provider. Families of sick campers may follow [CDC Guidance for caring for oneself and others](#) who are sick.
- Staff and campers who have had [close contact](#) with a person who has [symptoms](#) should be separated and sent home as well, and follow [CDC guidance for community-related exposure](#). If symptoms develop, families should follow [CDC guidance for caring for oneself and others](#) who are sick.
- Establish procedures for safely transporting anyone sick to their home or to a healthcare facility in an emergency.
- Take steps to ensure any external community organizations that share the camp facilities follow these considerations.

ATTACHMENT 17 BOWLING ALLEYS, ARCADES, AND INDOOR AMUSEMENT FACILITIES

Bowling Alleys, Arcades, and Indoor Amusement Facilities must follow the general requirements laid out in this attachment and [Attachment 1](#), entitled “General Requirements for All Establishments,” of Emergency Order 20-14.

The following portions of Bowling Alleys, Arcades, and Indoor Amusement Facilities must closed: amusement rides, fixed or stationary playground equipment (such as slides, swings, bounce houses, and monkey bars, ropes courses, and indoor playgrounds), other than outdoor water playgrounds.

A. Capacity Requirements.

1. Limit the number of customers inside the establishment at a given time, excluding employees and representatives of third-party delivery companies, to a maximum of fifty percent (50%) of the establishment’s maximum occupancy. To the extent any such establishment is subject to any other capacity or operational limitation by any license, permit, or state or local government authority, the establishment must comply with the more stringent or restrictive limitation.

2. Establishments must have a dedicated staff member monitoring the facility for compliance with capacity and [CDC social distancing guidelines](#).

B. Operations Requirements.

1. Establishments must create, implement, and enforce safety and sanitation plans for reopening specific to their facilities. This plan must be available to customers upon request.

2. All persons in the establishment must comply with facial covering requirements detailed in Emergency Order 20-21, as amended. See Facial Covering FAQs.

3. Restaurants and Food Establishments, Retail Establishments, Pools, Commercial Gyms located within Bowling Alleys, Arcades, and Indoor Amusement Facilities must comply with their respective attachments of Emergency Order 20-21, as amended.

4. Bowling establishments must maintain one empty lane between occupied lanes at all times, unless the adjacent lanes are utilized only by members of the same group. No groups larger than ten (10) persons. Maximum of five (5) persons permitted per lane.

C. Sanitation Requirements

1. Establishments must be deep cleaned no less than once every 24 hours of operation.
2. High touch points (e.g. door handles, arcade gaming machines) must be sanitized at least every 2 hours of operation. Movie theater seats must be sanitized between every showing.
3. Hand sanitizer (at least 60% alcohol) must be available to patrons throughout the venue.
4. Rental or shared equipment including, but not limited to, bowling shoes, bowling balls, skates, trampolines, go karts, and laser tag equipment, must be sanitized between each customer use.

ATTACHMENT 18
SHORT-TERM VACATION
RENTAL REOPENING PLAN



Short-Term Vacation Rental Reopening Plan for Broward County





Guidelines for Property Owners and Managers

To allow short-term vacation rental reservations and the acceptance of arriving guests in Broward County, beginning the week of June 8, 2020, the following plan will be implemented. This plan will be reviewed periodically and updated as appropriate.

A. Operations Requirements

1. Rentals will comply with all State and local emergency orders.
2. Review and implement a record keeping process to maintain records of guests and staff movement. These records should be kept for a minimum of 90 days. Maintain records that will help you trace who has been in contact with any identified infected individuals that have stayed at your property. This includes, as applicable, maintaining guest registration records, employee work assignments, documentation of key control procedures and security camera files.
3. Reservations will be terminated before the designated date if the property is used for parties and other large gatherings that violate local COVID-19 guidelines.
4. Create a page on your website or social media that outlines what you are doing to clean, sanitize, disinfect, and keep guests safe. Consider adding a sentence to each online platform property listing description stating that your properties are clean, safe and ready for guests' arrival.

B. Check-in/Check-out Requirements.

1. Reservations from COVID-19 hot spots identified by the Governor are to be avoided for the next 30 - 45 days.
2. All properties must provide local COVID-19 guidance for guests. Broward County has a dedicated webpage that includes local information at [broward.org/coronavirus](https://www.broward.org/coronavirus).

C. General Business Requirements

1. All rentals will be subject to Broward County's General Business Requirements.
2. Remote check-ins should be made available when possible to cut down on face-to-face interactions.
3. [CDC resources](#) must be provided to any guest while staying on property. These resources are available in multiple languages at the CDC website.
4. [CDC guidance](#) must be provided to guests traveling with pets and service/assistance animals if the property is pet friendly.
5. Employees or contractors working in short-term rentals will be provided [CDC related safety guidance](#) to minimize the transmission of the virus and provide further protection for employees and guests.

D. Sanitation and Safety Requirements

1. All Department of Business and Professional Regulation (DBPR) sanitation guidelines must be followed: 61C-3.001 Sanitation and Safety Requirements of the transient lodging statutes.
2. CDC related guidelines that are for public spaces, businesses, schools and homes must be followed which expand upon the State of Florida and DBPR requirements for safety and sanitation for all lodging.
3. Extra time must be allowed for enhanced cleaning procedures to take place between stays based upon the use of CDC cleaning and sanitization procedures.
4. To inform guests, signage will be placed at each property highlighting the cleaning protocols between stays.
5. Upon exit, guests should be asked to turn on all ceiling fans and/or HVAC fans to facilitate air circulation.
6. If multiple members of the cleaning and/or rental staff are present at a property, they should maintain at least 6 feet apart at all times, and wear masks and gloves.
7. Elevators will be subject to frequent cleaning and sanitizing.
8. Pool decks and other common areas will be monitored for cleanliness and disinfected regularly and will be subject to [Broward County Emergency Order](#) requirements for operations.

E. Occupancy and Use Limitations

1. Occupancy and use of vacation rentals shall be limited at all times to the number of guests listed on the vacation rental reservation. The property owner or property manager must require listing of the number and the names of the guests that will be staying at the property. Only those persons so listed, and any guests approved by the property owner or property manager, may utilize the property. The person responsible for the vacation rental reservation and the person named on the vacation rental reservation must ensure compliance by all guests with all requirements of applicable Broward County Emergency Orders.
2. In addition to any applicable limitations in E.1 above, total persons at any vacation rental at any time, inclusive of guests, shall be limited to no more than six (6) persons (unless all persons are of the same household, in which event no more than ten (10) persons from the same household may occupy or utilize the property).
3. Property owners and managers shall ensure compliance with these limitations, including through periodic monitoring.

Last updated: July 8, 2020.

Short-Term Vacation Rental Reopening



Hand Washing & Hand Sanitizer

[CDC guidelines](#) shall govern the duty of all employees to engage in frequent hand washing for the duration of at least 20 seconds and use of hand sanitizer. Washing hands with soap and water is the preferable method. In situations where soap/water is not available, alcohol-based sanitizer is recommended. This should occur after any of the following activities: using the restroom, sneezing, touching the face, cleaning, smoking, eating, drinking, accepting items from a guest (ID, cash, credit card, key card), taking a break, and before a shift and as needed throughout the shift. When possible, employees shall wear gloves for added protection and sanitation efforts. Proper hand hygiene, in accordance with CDC guidelines, should be followed prior to and after removing the gloves.

Hand sanitizer dispensers shall include [no less than 60% alcohol content](#), where available, and touchless where possible. As available, dispensers shall be placed at key guest and employee entrances and contact areas. At a minimum, this will include lobby reception areas and employee entrances, but could also include any other reception areas, entire lobby areas, restaurant entrances, meeting spaces, elevator landings, pools, exercise areas and other public areas as applicable to the property.



Personal Protective Equipment (PPE)

[CDC recommendations](#) along with federal and local government regulations shall dictate appropriate PPE to be worn.



Pools and Beaches

Seating shall allow at least six feet of separation between groups of guests.



Guest Health Concerns

Responding swiftly and reporting to local health officials any presumed cases of COVID-19 at the property shall be a staff-wide requirement. Employees exhibiting symptoms of COVID-19 shall remain or return home. While at work, employees who notice a coworker or guest exhibiting symptoms of COVID-19 shall immediately contact a manager.

At a minimum, vacation rentals shall follow [CDC guidelines](#) for employers and businesses on when it is appropriate to return to work.



Case Notification

At minimum, confirmed cases of COVID-19 shall be immediately reported to [local authorities](#) in accordance with appropriate actions recommended by the [CDC](#).



Physical Distancing & Queuing

As recommended by the [CDC's social distancing guidelines](#), guests shall be advised to practice physical distancing by standing at least six feet away from other groups of people not traveling with them, including any area where guests or employees queue.

Such areas shall be clearly marked for appropriate physical distancing, and where possible, encourage one-way guest flow with marked entrances and exits. When applicable, lobby furniture and other public seating areas will be reconfigured to promote social distancing.

**BROWARD COUNTY ADMINISTRATOR'S
EMERGENCY ORDER 20-22**

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Broward County;

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19, and on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19;

WHEREAS, on March 10, 2020, I declared a Local State of Emergency; on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and on March 13, 2020, President Trump declared a national emergency concerning COVID-19;

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") recommends implementation of community mitigation strategies to increase containment of the virus;

WHEREAS, on March 10, 2020, the Broward County Board of County Commissioners authorized me to take any appropriate and necessary action to protect the health and safety of Broward County residents and visitors in connection with COVID19, and other emergency powers, including under the state-approved emergency management plan, had previously been delegated to me (as further outlined below);

WHEREAS, beginning on April 29, 2020, Governor DeSantis issued a series of Executive Orders, including Executive Orders 20-112, 20-120, and 20-123, establishing Phase 1 of a step-by-step plan for Florida's recovery (initially excluding Broward,

Miami-Dade, and Palm Beach Counties) and permitting certain additional activities for individuals;

WHEREAS, on May 14, 2020, Governor DeSantis issued Executive Order 20-122 permitting Broward and Miami-Dade Counties to participate in the Phase 1 reopening;

WHEREAS, beginning on May 21, 2020, I issued a series of Emergency Orders including Emergency Orders 20-21, permitting certain establishments to operate in Broward County and establishing guidelines and requirements for safe operations for opened businesses, amenities, and services;

WHEREAS, recent reports indicate that a significant amount of COVID-19 transmission is resulting from social gatherings at residential or other properties, street parties, neighborhood gatherings, and other gatherings and settings; and

WHEREAS, in order to control the pandemic and avoid further spread, it is of utmost importance that all persons take reasonable measures to minimize contagion, including ensuring that those visiting their homes or properties comply with all applicable guidelines and refrain from engaging in activities likely to cause spread,

NOW, THEREFORE, I, Bertha Henry, the Broward County Administrator, pursuant to my emergency authority under Sections 8-53 and 8-56 of the Broward County Code of Ordinances, as well as the authority granted to me by the Declaration of Emergency issued by Governor DeSantis in Executive Order 20-52, by Chapter 252, Florida Statutes, by the Board of County Commissioners, and by the Broward County Comprehensive Emergency Management Plan, hereby order as follows:

Section 1. Individual Responsibility to Limit COVID-19 Spread.

All persons in Broward County must act responsibly to prevent further spread of COVID-19. Any person who tests positive for COVID-19, or who is experiencing symptoms associated with COVID-19 such as fever, cough, or shortness of breath (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> for a list of possible symptoms), should self-isolate to the greatest extent possible and avoid contact with any other person. Persons who are COVID-19 positive and persons who are experiencing symptoms or otherwise contagious should avoid visiting establishments and amenities except when medically necessary, and those infected persons who live in close proximity with other persons, whether in shared housing or multi-family housing developments, should avoid use of common areas such as shared kitchens, laundry rooms, or recreational facilities.

Section 2. Curfew.

Effective commencing July 17, 2020, at 11:00 p.m., a curfew is imposed for all of Broward County, including incorporated and unincorporated areas. The curfew shall be effective from 11:00 p.m. to 5:00 a.m. each day until August 1, 2020, at 5 a.m. During the period of such curfew, no person shall make use of any street or sidewalk in Broward County for any purpose, except for active-duty police, fire rescue, first responders, news media, delivery or transportation drivers, government employees, persons seeking emergency medical care, and medical, health care, and utility service personnel, persons going from their homes directly to their place of employment or returning directly to their homes from their place of employment, persons returning directly to their homes after

commercial travel ending at an airport or seaport, and persons walking their dogs or other pets within two hundred and fifty (250) feet of their residences.

Section 3. Gatherings Prohibited.

A. Private Gatherings. It is a violation of this Emergency Order for any group of persons to gather at a residential property, whether single-family or multi-family, and whether indoors and/or outdoors, where such gathering exceeds ten (10) persons. Residents of the household and parents and minor children of the residents of the household shall not be counted when determining whether the gathering exceeds ten (10) persons.

B. Other Gatherings. No person or establishment in Broward County shall participate in or permit any in-person gathering of more than ten (10) people at any time, unless (i) the gathering occurs in the course of the regular activities and operations of an establishment that is permitted to operate in Broward County under an applicable Emergency Order, (ii) the gathering is subject to and complies with the limitations of Section 3.A above, (iii) the gathering is expressly permitted by an applicable Emergency Order or Attachment thereto, or (iv) the application of the restriction is expressly preempted by state law or an Executive Order of the Governor. Nothing in this Section 3.B permits any gathering for a specific establishment, use, or activity in excess of the applicable limits stated in the applicable Attachment or Emergency Order.

C. Violations. Any person present at any gathering in violation of the limitations of this section shall be individually liable for a violation of this Emergency Order and subject to all applicable civil and criminal penalties. The owner(s), operators, and landlords of residential or commercial property are individually liable for any prohibited

gathering that occurs on their property, regardless of whether such persons are in residence or on site at the time of the violation; however, the owner of residential property that is under a lease with a term of six (6) months or longer shall not be individually liable under this provision.

Section 4. Responsibility to Ensure Compliance with Applicable Orders.

A. Residential Property Residents. All persons who reside on any residential property, whether single family or multi-family, and irrespective of whether they own or rent the property, must ensure that all persons on the residential property, including guests, comply with all applicable guidelines of any Broward County Emergency Order, including the facial covering requirements. Residents who fail to ensure compliance with all applicable Broward County Emergency Orders by such persons shall be subject to the penalties set forth in Section 8-56 of the Broward County Code of Ordinances, with each person present and in violation of an applicable Emergency Order constituting a separate violation.

B. Commercial Properties. Owners, operators, and landlords of commercial property at which any retail, restaurant, or food establishment is located must ensure compliance with the signage requirements of Emergency Order 20-17 by all retail, restaurant, or food establishments operating on the property. Such owners, operators, and landlords must also ensure the required signage (restaurant and/or retail, depending on the type of establishments located on the property) is conspicuously posted in any common areas of the property such as mall entrances, food courts, and hallways.

C. Establishments. No establishment shall serve or transact business with any person or patron who is not complying with the facial covering requirements of Broward County Emergency Order 20-21 and the applicable attachments thereto, as amended.

Section 5. Amendments to Emergency Order 20-21.

Section 1.B and Section 2 of Broward County Emergency Order 20-21 are amended as follows (strikethrough text represents deletions and bold and underlined text represents additions) to modify the restrictions on indoor movie theaters and short-term vacation rental properties:

"B. The following guidelines to the extent applicable to the type of establishment or the specific use(s) operating within such establishment:

* * *

5) Movie Theaters ~~[only outdoor theaters currently permitted to operate per Section 2 below]~~: **Attachment 5**;

* * *

18) Short-Term Vacation Rental Reopening Plan [not currently permitted to operate per Section 2 below, with limited exceptions]: **Attachment 18**;

* * *

Section 2. Businesses and Establishments Not Permitted to Operate.

* * *

C. Indoor Mmovie theaters without an approved reopening plan; except outdoor movie theaters (drive in only); and

D. Hot tubs; and

E. Short-term vacation rentals that are not actively managed by on-site owners or on-site management companies with staffing or security on-site 24 hours a day, for check-ins on or after July 20, 2020, but before

August 20, 2020, except for rental by persons performing military, emergency, governmental, health, or infrastructure response to the COVID-19 pandemic, or persons primarily engaged in non-vacation commercial activities.”

Section 6. Amendment to Attachments to Emergency Order 20-21.

Attachment 2 (Restaurants and Food Establishments), Attachment 5 (Movie Theaters), Attachment 6 (Community Rooms, Fitness Centers, and Gyms in Housing Developments), and Attachment 14 (Commercial Gyms and Fitness Centers) of Broward County Emergency Order 20-21 are replaced in their entirety with Attachment 2, Attachment 5, Attachment 6, and Attachment 14 hereto, respectively.

Section 7. Applicability; Severability.

This Emergency Order supersedes and replaces any contrary provision in any prior Broward County Emergency Order. Except as superseded, all Broward County Emergency Orders remain in full force and effect. Terms defined in Emergency Order 20-21 shall retain the same meaning to the extent used herein. This Emergency Order applies to incorporated and unincorporated areas within Broward County, but has no application outside of Broward County.

The provisions of this Emergency Order shall serve as minimum standards, and municipalities within Broward County may establish more stringent standards within their jurisdictions, to the extent permitted by law. Any provision(s) within this Emergency Order that (i) conflict(s) with any state or federal law or constitutional provision, or (ii) conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States solely to the extent such Executive Order

(a) expressly preempts the substance of this Emergency Order or (b) imposes stricter closures than set forth herein, shall be deemed inapplicable and deemed to be severed from this Emergency Order, with the remainder of the Emergency Order remaining intact and in full force and effect. To the extent application of some or all of the provisions of this Emergency Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Emergency Order.

Section 8. Effective Date; Duration.

Sections 1, 3, and 4.A of this Emergency Order and the replacement of Attachment 2, Attachment 6, and Attachment 14 as set forth in Section 6 of this Emergency Order shall be effective immediately. Section 2 of this Emergency Order shall be effective as of the time and date stated therein. The remainder of this Emergency Order shall be effective as of 12:01 a.m. on Monday, July 20, 2020. This Emergency Order shall expire upon the expiration of the existing State of Local Emergency, as same may be extended by subsequent order or declaration, unless earlier terminated by subsequent Emergency Order.

BROWARD COUNTY, FLORIDA

By: Bertha H. Henry
Bertha Henry, County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 17th day of July, 2020, at 3:14 a.m./p.m.



ATTACHMENT 2 RESTAURANTS AND FOOD ESTABLISHMENTS

Restaurants and food establishments are permitted to open provided all such operations (a) are consistent with the guidelines stated in Emergency Order 20-21, as amended, this Attachment 2, and all other applicable Emergency Orders; (b) comply with the CDC Guidelines, including the six foot (6') distancing requirement; and (c) comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less); total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined shall not exceed existing total maximum occupancy (100%) for the establishment. Outdoor seating areas shall be subject to any additional limitations imposed by the applicable municipality, and nothing in this Emergency Order precludes any municipality from waiving or modifying municipal regulations regarding outdoor seating restrictions.

All tables and chairs, whether indoor or outdoor, must be at least six feet apart between parties (at their closest point). All bar counters must be closed to seating. Patrons are prohibited from congregating at the bar counters or elsewhere. Parties must be limited to no more than six (6) persons (unless all persons are of the same household, in which case parties must be limited to no more than ten (10) persons from the same household).

No more than ten (10) people may utilize or congregate at or near any restaurant or food establishment, including food trucks, at any time, and any person in line must maintain at least six feet (6') between persons not of the same household. If more than ten (10) persons are congregated around multiple food trucks, the food trucks must be separated by at least fifty (50) yards.

A. Operations Requirements.

1. Establishments must conspicuously post the required signage in accordance with Emergency Order 20-17, as amended.

2. Establishments must comply with any limited operating hours imposed by any applicable Emergency Order and must limit food or alcohol consumption by patrons, and ordering food or alcohol for on-premises consumption, to only while such patrons are seated at their table. Ordering from a bar counter is strictly prohibited.

3. Drive-through, curbside take out, or delivery service may continue in accordance with CDC Guidelines and all applicable Broward County Emergency Orders, provided that social distancing of at least six feet (6') between persons not of the same household is maintained at all times and the patron(s) obtaining the food or beverage(s) immediately leave the establishment upon receipt of the ordered items.

4. Establishments must comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment; total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined occupancy shall not exceed existing total maximum occupancy (100%) for the establishment.

5. Ensure adequate supplies to support healthy hygiene practices for both employees and customers, including soap, hand sanitizer with at least 60 percent alcohol, and tissues, and make hand sanitizer readily available to guests. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, and social distancing should be conspicuously posted.

6. To the extent possible, restaurants and food establishments shall provide single use disposable one-time menus, utilize chalkboard menus, digital menus that are sanitized after each use, other digital menu options available on a personal device, or other means to avoid customers sharing such items.

7. Whenever possible, use disposable (and when possible, biodegradable) food service items (utensils, dishes, etc.) and single serving seasonings and condiments to avoid customers sharing such items. If disposable items are not feasible, ensure that all non-disposable food service items are handled with gloves and are washed in between each customer usage with dish soap and hot water or in a dishwasher. Establishments must use packets or pre-rolled bags or wraps of utensils and eliminate table presets. Avoid using food and beverage implements brought in by customers.

8. Use touchless payment options whenever available. Ask customers and employees to exchange cash or card payments by placing on a receipt tray or on the counter rather than hand to hand. Sanitize any pens, counters, or hard surfaces between each use.

9. Ensure that ventilation systems operate properly to provide adequate air circulation in all parts of the facility and increase circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods.

10. Provide physical guides, such as tape on floors or sidewalks, to ensure that customers remain at least six feet apart when in lines. Ask customers to wait in their cars or away from the establishment while waiting for a table or to pick up food. If possible, alert patrons on their cellphone that their table or food is ready to avoid use of restaurant provided "buzzers." Post signs to inform customers of food pickup protocols.

11. Use placards or other easily visible means to identify tables closed due to social distancing and to identify tables that have been sanitized and are ready for the next use.

12. Restrict the number of employees in shared spaces, including kitchens, break rooms, and offices to maintain at least a six-foot distance between people if possible; employees must wear facial coverings. Where possible, stagger workstations instead of having employees standing opposite one another. If there is a break room, limit the number of employees simultaneously allowed inside.

13. Wherever possible, install physical barriers, such as sneeze guards and partitions, at cash registers, check-in stations, food pickup areas, and other areas where consistently maintaining physical distance of six feet is difficult.

14. Ensure that all suppliers and third-party delivery staff are aware of social distancing requirements.

15. Child or adult gaming and play spaces located in dining establishments shall remain closed.

16. Consider options for a reservations-only model or to have dine-in customers order ahead of time to limit the amount of time spent in the establishment.

17. Buffets and salad bars must remain closed. Self-service drink stations must provide single use tissues or wipes to use the equipment, and the stations must be washed and sanitized frequently. Remove cut fruit, unwrapped utensils, and unwrapped straws from drink stations.

18. Any rental of restaurant space for a private event must also comply with the function space limitations stated in Attachment 13, Section A.7.

B. Sanitation and Safety Requirements.

1. Employers must enforce hand washing and use of facial coverings by employees in accordance with Broward County Emergency Order 20-21. This includes the requirement that all staff must wear facial coverings at all times. All employees handling, preparing, or serving food must wear facial coverings. Food preparers are also required to wear gloves while handling food.

2. Clean and disinfect frequently touched surfaces (for example, door handles, workstations, cash registers), and frequently shared objects (for example, payment terminals, tables, countertops/bars, receipt trays, pens, condiment holders, and any re-used menus) between each use. Tables and other dining areas must be sanitized after each use. Host stations must be sanitized at least hourly. Use products that meet EPA's criteria for use against COVID-19 and that are appropriate for the surface.

3. Restrooms must be sanitized no less frequently than hourly.

4. Implement procedures to increase how often you clean and sanitize surfaces in the back-of-house (non-public areas of the establishment). Ensure that disinfectants used on food contact surfaces are appropriate and do not leave a toxic residue.

5. Train all employees in the above safety protocols, in addition to the importance of frequent handwashing, and give them clear instructions to avoid touching hands to face.

6. Conduct daily health checks (e.g., temperature and symptom screening) of employees in accordance with the Governor's EO 20-68 and in accordance with any applicable privacy laws and regulations. Remind employees to report any illness to their manager and have them verify that they have not had any COVID-19 symptoms each day prior to them coming to work.

7. Employees with symptoms of COVID-19 (fever, cough, or shortness of breath, among others) at work should immediately be sent home. Provide with or refer sick staff members to the CDC guidelines and advise them not to return until they have met the CDC's criteria to discontinue home isolation. Sick employees not exhibiting COVID-19 symptoms should also be immediately sent home and not be allowed to return until they are symptom-free.

8. Notify local health officials, staff, and customers (if possible) immediately of any confirmed case of COVID-19 while maintaining confidentiality as required by HIPAA, the Americans with Disabilities Act (ADA), or other applicable laws.

9. Deep clean the establishment at least once every twenty-four hours.

ATTACHMENT 5 MOVIE THEATERS

Only the following movie theaters are permitted to operate: outdoor movie theaters (pop-up or fixed location; but drive-in only) and indoor movie theaters that (1) have submitted a reopening and operation plan for COVID-19 mitigation and sanitation ("Reopening Plan") to the County Administrator at reopening@broward.org; (2) received written approval of the Reopening Plan from the County Administrator; and (3) operate in conformance with that Reopening Plan. All indoor movie theaters, if and to the extent permitted to operate under Emergency Order 20-21, as amended, must also comply with the guidelines of this attachment and those of Attachment 17.

A. Operation Requirements.

1. Indoor movie theaters may operate only in accordance with their approved Reopening Plan. In addition, indoor movie theaters must follow social distancing requirements, except for persons within same household or group.

2. For all drive-in movie theaters (pop-up or fixed location), automobiles shall be spaced at least 6 feet apart, with appropriate signage posted notifying patrons of the spacing requirement.

3. Restrooms must not exceed 50% capacity and shall be staffed by dedicated sanitation personnel at all times when open.

4. For all drive-in movie theaters (pop-up or fixed location), persons shall remain in their vehicles except for the sole purpose of utilizing the restroom facility or restaurant or food service areas.

B. Sanitation and Safety Requirements.

1. Foodservice areas must comply with the guidelines of Attachment 2 of Emergency Order 20-21, as amended.

2. Touch free payment options for entry are encouraged.

3. All staff shall use PPEs including, but not limited to, gloves and masks at all times.

4. Additional hand sanitizing stations shall be provided.

ATTACHMENT 6
COMMUNITY ROOMS, FITNESS CENTERS, AND GYMS
IN HOUSING DEVELOPMENTS

No community room, fitness center, or gym is required to be opened if the housing development does not wish to do so or believes it cannot do so safely and in full compliance with the requirements of this Emergency Order; any decision by a particular housing development is also subject to any applicable internal rules or regulations of that entity.

A. Capacity Requirements.

1. Maximum 50% occupancy. Social distancing requirements do not apply to members of the same household.

2. Community rooms, fitness centers, and gyms shall be limited to residents of the housing development and their families (if authorized by the housing development, which may impose more stringent restrictions) only.

3. Exercise machines, equipment and tables must be rearranged and/or closed for use to ensure at least 6 feet of distance between patrons using such machines, equipment, or tables. Social distancing guidelines provided by the CDC shall be adhered to at all times.

4. No gatherings or multi-player games (e.g., mahjong, poker, etc.) are permitted in the community rooms between persons who do not reside in the same household.

B. Sanitation and Safety Requirements.

1. Before reopening, the community room, fitness center, or gym (as applicable) must be thoroughly deep cleaned, disinfected, and sanitized. After opening, community rooms, fitness centers, and gyms must be deep cleaned daily.

2. Housing developments shall provide disinfecting wipes, and residents shall be required to wipe down each machine they used after each use.

3. Hand sanitizer shall be available at the facility. Patrons must be informed that they must sanitize their hands when entering the gym and prior to utilizing each piece of equipment.

4. All persons shall wear facial coverings at all times while using or visiting a gym or fitness center, including while exercising, except while in a pre-swim shower or swimming pool. This requirement supersedes any less stringent requirement contained in any Broward County Emergency Order.

C. Gym and Fitness Center Amenities.

1. Hot tubs, saunas, steam rooms, and shower facilities shall remain closed, except for showers at facilities with pools but only for use to shower prior to entering the pool.

ATTACHMENT 14 COMMERCIAL GYMS AND FITNESS CENTERS

Commercial gyms and fitness centers, including, but not limited to, dance studios, martial arts studios, yoga studios, spinning studios, personal training services, and similar establishments, must comply with all applicable provisions of this Attachment 14.

Patrons must wear facial coverings at all times, including while exercising, except while in a pre-swim shower or swimming pool. Social distancing of at least six feet (6') must be maintained at all times.

A. Occupancy and Access

1. Monitor building occupancy and restrict customer access to no more than fifty percent (50%) of the building's maximum occupancy.
2. Provide an exit from the facility separate from the entrance, when possible.

B. Sanitation and Safety Requirements

1. Make readily available dispensers of a disinfectant included on the EPA List N: Disinfectants for Use Against SARS-CoV-2 (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>) and provide patrons with sufficient cleaning materials, including disposable wipes, at all entrances and at various locations throughout the facility. Hygiene signage must be prominently displayed at all entrances. All employees and patrons must be required to sanitize their hands:

- a) Upon entering the facility (or before beginning their fitness activities if conducted outdoors);
- b) After using each piece of equipment; and
- c) Upon completing their fitness routine.

2. Social distancing markers should be placed in front of the reception/membership desk and all other appropriate areas.

3. Equipment stations must be appropriately distanced (at least ten feet between each piece of cardiovascular equipment or exercise station, except that spacing can be six feet if non-cloth protective barriers, such as plexiglass or panels, are placed between equipment/stations and are regularly sanitized).

4. Fitness classes must be restricted in number of attendees to ensure social distancing of at least ten feet between persons in all directions unless there are non-cloth protective barriers, such as plexiglass or panels, placed to separate each attendee. Markers must be placed to indicate the appropriate distance.

5. Aquatic programs must be limited as to class size to meet the ten foot distance requirement; in lap lanes, the ten-foot requirement is deemed met while swimming laps provided no more than one person is using a lane at any time. Lap lane sharing is prohibited.

6. Social distancing between persons engaged in any physical activity should be measured from head to head.

7. Disinfecting wipes must be available throughout the facility and patrons must sanitize each machine after use. Equipment must be allowed to fully dry before next use. Staff must monitor the floor and exercise area to sanitize any and all equipment if a patron fails to do so. Surfaces to be sanitized include but are not limited to:

- a) Hand grips on cardio equipment such as treadmills, bicycles, ellipticals;
- b) Hand grips on dumbbells, weight bars, and other strength-training systems;
- c) Pads/cushioned components such as fitness mats, bike seats, lifting benches, and other cushioned components of strength training machines;
- d) Fitness balls, rope handles, and other fitness accessories;
- e) Touch screens on exercise equipment; and
- f) All seating, counters, weights, weight bars, mats, machines, and all other fitness equipment upon closing the facility each day.

8. Ensure that all products used to sanitize have adequate time to dry, which drying time is essential to ensuring the safety of workers and patrons.

9. Remove any unnecessary chairs, tables, or other furniture and all magazines and similar shared items.

10. Discontinue providing heart monitors, mats, blocks, bolsters, or similar equipment to customers.

11. During daily operation, routinely clean and disinfect surfaces, particularly high-touch surfaces such as faucets, toilets, doorknobs, light switches, and all furniture/equipment that is in use.

12. Restrooms must be sanitized no less frequently than hourly. Soap must be readily available for patrons.

13. Deep clean the facility at least once every twenty-four (24) hours.

C. Operational Requirements

1. Patrons must have their temperature taken upon entrance, including any children exercising or entering a child-care program. Any patron with a temperature above 100.1 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 must be denied entry to the facility.
2. Employees must wear facial coverings, and have temperature checked prior to commencing work each day. Any employee with a temperature above 100.1 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 upon arrival at work, or who becomes sick during the day, must immediately be separated from other employees, customers, and visitors, and sent home.
3. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, social distancing, and requirements for patrons to sanitize equipment after use, must be conspicuously posted.
4. Keep doors open between separate fitness areas or rooms of the facility to reduce surface touching by multiple people. Open windows where feasible to improve ventilation in the facility.
5. Remove all unnecessary, frequently touched items like magazines, newspapers, and service menus from customer waiting areas and locker rooms.
6. Hot tubs, saunas, steam rooms, and shower facilities must remain closed, except for showers at facilities with pools but only for use to shower prior to entering the pool.
7. Consider offering "senior hours" or designated times for elderly and high-risk groups to safely exercise.

**BROWARD COUNTY ADMINISTRATOR'S
EMERGENCY ORDER 20-23**

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Broward County;

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19, and on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19;

WHEREAS, on March 10, 2020, I declared a Local State of Emergency; on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and on March 13, 2020, President Trump declared a national emergency concerning COVID-19;

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") recommends implementation of community mitigation strategies to increase containment of the virus;

WHEREAS, on March 10, 2020, the Broward County Board of County Commissioners authorized me to take any appropriate and necessary action to protect the health and safety of Broward County residents and visitors in connection with COVID19, and other emergency powers, including under the state-approved emergency management plan, had previously been delegated to me (as further outlined below);

WHEREAS, beginning on April 29, 2020, Governor DeSantis issued a series of Executive Orders, including Executive Orders 20-112, 20-120, and 20-123, establishing Phase 1 of a step-by-step plan for Florida's recovery (initially excluding Broward,

Miami-Dade, and Palm Beach Counties) and permitting certain additional activities for individuals;

WHEREAS, on May 14, 2020, Governor DeSantis issued Executive Order 20-122 permitting Broward and Miami-Dade Counties to participate in the Phase 1 reopening;

WHEREAS, beginning on May 21, 2020, I issued a series of Emergency Orders including Emergency Orders 20-21 and 20-22, permitting certain establishments to operate in Broward County and establishing guidelines and requirements for safe operations for opened businesses, amenities, and services; and

WHEREAS, I find it advisable to further clarify some of the applicable guidelines and restrictions,

NOW, THEREFORE, I, Bertha Henry, the Broward County Administrator, pursuant to my emergency authority under Sections 8-53 and 8-56 of the Broward County Code of Ordinances, as well as the authority granted to me by the Declaration of Emergency issued by Governor DeSantis in Executive Order 20-52, by Chapter 252, Florida Statutes, by the Board of County Commissioners, and by the Broward County Comprehensive Emergency Management Plan, hereby order as follows:

Section 1. Amendments to Emergency Order 20-22.

Section 2, Section 3.C, and Section 4.A of Broward County Emergency Order 20-22 are amended as follows (strikethrough text represents deletions and bold and underlined text represents additions):

“Section 2. Curfew.

Effective commencing July 17, 2020, at 11:00 p.m., a curfew is imposed for all of Broward County, including incorporated and unincorporated areas. The curfew shall be effective from 11:00 p.m. to 5:00 a.m. each day until **Monday, August 4 3, 2020**, at 5 a.m. During the period of such curfew, no person shall make use of any street or sidewalk in Broward County for any purpose, except for active-duty police, fire rescue, first responders, news media, delivery or transportation drivers, government employees, persons seeking emergency medical care, and medical, health care, and utility service personnel, persons going from their homes directly to their place of employment or returning directly to their homes from their place of employment, persons returning directly to their homes after commercial travel ending at an airport or seaport **or after one-way vehicular travel of more than 100 miles**, and persons walking their dogs or other pets within two hundred and fifty (250) feet of their residences.

Section 3. Gatherings Prohibited.

* * *

C. **Violations.** Any person present at any gathering in violation of the limitations of this section shall be individually liable for a violation of this Emergency Order and subject to all applicable civil and criminal penalties. The owner(s), operator(s), and landlord(s) of residential or commercial property are individually liable for any prohibited gathering that occurs on their property, regardless of whether such persons **owner(s), operator(s), or landlord(s)** are in residence or on site at the time of the violation; however, the owner(s) **or landlord(s)** of

residential property that is under a lease with a term of six (6) months or longer shall not be individually liable under this provision.

Section 4. Responsibility to Ensure Compliance with Applicable Orders.

A. Residential Property Residents. All persons who reside on any residential property, whether single family or multi-family, and irrespective of whether they own or rent the property, must ensure that all persons on the residential property, including guests, comply with **the limitations on private gatherings stated in** ~~all applicable guidelines of any Broward County Emergency Order 20-22, including~~ **but residents shall not be individually liable for violations of** the facial covering requirements **by guests or other persons who are not residents of the property.** **If the residence also functions as an establishment that conducts in-person transactions with the public (such as a home-based business), the establishment must ensure all persons on the residential property comply with all applicable guidelines of Broward County Emergency Order 20-21, as amended, during all such transactions.** ~~Residents who fail to ensure compliance with all applicable Broward County Emergency Orders by such persons shall be subject to the penalties set forth in Section 8-56 of the Broward County Code of Ordinances, with each person present and in violation of an applicable Emergency Order constituting a separate violation."~~

Section 2. Amendments to Emergency Order 20-21.

A. Section 1.B, Sections 2.D and 2.E, and Section 3.B of Emergency Order 20-21 are amended as follows (strikethrough text represents deletions and bold and underlined text represents additions):

“Section 1. Businesses Permitted to Operate.

* * *

B. The following guidelines to the extent applicable to the type of establishment or the specific use(s) operating within such establishment:

* * *

18) Short-Term Vacation Rental Reopening Plan ~~[not currently permitted to operate per Section 2 below, with limited exceptions]~~
(only vacation rentals that are (a) actively managed by on site owners or on-site management companies with staffing or security personnel on-site 24 hours a day, for check-ins on or after July 20, 2020, but before August 20, 2020, and provided the owner/manager provides the physical address of the vacation rental, the contact email address for the owner/manager, and the contact name and telephone number for the 24/7 staffing or security personnel to reopening@broward.org); or (b) rentals by persons performing military, emergency, governmental, health, or infrastructure response to the COVID-19 pandemic, or persons primarily engaged in non-vacation commercial activities):
Attachment 18;

* * *

21) Outdoor Open-Air Special Events (outdoor open-air events that are not permitted to operate under an applicable Emergency Order or Attachment thereto or are not part of the regular day-to-day operations of the establishment): Only pursuant to a reopening or operating plan (which must include, without limitation, appropriate operational safeguards, attendance limits such as persons per square feet, sanitation procedures, facial covering requirements, and staffing/security) approved in writing by the Broward County Administrator.

* * *

Section 2. Businesses and Establishments Not Permitted to Operate.

* * *

D. **All h**~~Hot tubs,~~ **steam rooms, saunas, and jacuzzis, unless located in or on a single-family residential lot, a single townhouse unit, or any part of a duplex lot;** and

E. Short-term vacation rentals that are not actively managed by on site owners or on-site management companies, with staffing or security **personnel** on-site 24 hours a day, for check-ins on or after July 20, 2020, but before August 20, 2020, except for rental by persons performing military, emergency, governmental, health, or infrastructure response to the COVID-19 pandemic, or persons primarily engaged in non-vacation commercial activities.

* * *

Section 3. Facial Covering Requirements.

* * *

“B. Persons for whom Facial Coverings are Not Required. To the greatest extent practicable, facial coverings are recommended to be worn at all times when near other persons who are not members of your household; however,
~~t~~The facial covering requirements of this Emergency Order do not apply to the following individuals under the conditions stated:

* * *

2) Persons while eating, drinking, or receiving goods or services from a business or establishment or at a private residence, but only for the shortest practical period of time during which ~~the receipt of such goods or services~~ such activity precludes the wearing of a facial covering (such as eating, drinking, or while receiving a facial grooming);

* * *

5) ~~While actively engaging in strenuous physical activity or exercise that renders the wearing of a facial covering unsafe, including while swimming or otherwise in a pool, ocean, or other body of water, provided that social distancing of at least six feet (6') between persons not of the same household is maintained to the maximum extent practicable;~~ or when subject to an express facial covering exemption in an applicable Broward County Emergency Order or an Attachment thereto; and

* * *

7) Residents while within the boundaries of their private residential property (indoors and/or outdoors); and guests or other persons at such residences when no more than four (4) guests or other persons not a part of the residential household are present (at all other times when the required social distancing cannot be maintained, unless another exception applies, facial coverings must be worn by all guests and other persons not a part of that household). Even when facial coverings are not required under this section, all persons are strongly encouraged to wear facial coverings when social distancing between persons of different households cannot be consistently maintained. Nothing in this exception modifies the private gathering limitations of Emergency Order 20-22, Section 3.A, as amended."

B. Attachment 2 to Broward County Emergency Order 20-21 is replaced in its entirety with Attachment 2 hereto to limit the size of a group or party at any table at a restaurant or food establishment to a maximum of six (6) persons total.

C. Attachment 15 to Broward County Emergency Order 20-21 is replaced in its entirety with Attachment 15 hereto to exempt certain environmental projects from the sunrise/sunset limitations for beach access.

Section 3. Required Signage by All Establishments.

All establishments that conduct in-person transactions with the public, other than parks and beaches, must conspicuously post certain signage in compliance with this section. The signage requirements of this Emergency Order also apply to any mixed-use establishments that have a retail or food area within the establishment. This Section 3

replaces Section 1 of Broward County Emergency Order 20-17 in its entirety, and any reference to Emergency Order 20-17 shall be deemed to refer to this Section 3.

A. All signage required by this section must comply with the following guidelines:

1. Placed conspicuously for easy visibility throughout the establishment, including at **all** entry points (including entry between outdoor and indoor portions of the establishment);
2. Each sign (including each language version) at least 8.5" x 11" in size;
3. Printed in color (unless impracticable); and
4. Posted in at least English, Creole, and Spanish languages versions at the main entry point(s).

B. All restaurants and food establishments must post the signage designated **"Restaurants and Food Establishments Required Signage."**

C. All establishments that conduct in-person transactions with the public, other than parks, beaches, restaurants, and food establishments, must post the signage designated **"All Commercial Establishments Required Signage."**

D. All signage required by this section is available for high-resolution download at www.broward.org/CoronaVirus/Pages/EmergencyOrders.aspx.

Section 4. Applicability of Broward County Emergency Orders to Schools.

Notwithstanding any other provision in any Emergency Order, this Section 4 sets forth the applicability of Broward County Emergency Orders to schools and other academic institutions operating in Broward County. As used herein, "schools" includes all entities defined in Section 1003.01(2), Florida Statutes, that operate in Broward

County, whether operated by or under the jurisdiction of The School Board of Broward County or operated as private or religious institutions or home education programs, and all other academic institutions operating in Broward County, such as trade schools or those providing post-high school education, but excluding pre-K childcare facilities (which are considered establishments and therefore are subject to all applicable Broward County Emergency Orders).

A. Schools are Excluded from Definition of Establishments. Schools are not “establishments” as that term is used in Broward County Emergency Orders, and therefore are not subject to the requirements and guidelines imposed on establishments. In addition, while facial coverings are encouraged, schools are not required to comply with the facial covering or the gathering limitations of Broward County Emergency Orders, except as stated in Sections 4.B and 4.C below.

B. Private School Reopening Plans. All schools that are not operated by or under the jurisdiction of The School Board of Broward County, such as private or religious schools, are encouraged to develop and operate in accordance with a reopening plan that complies with CDC Guidelines.

C. Extra-Curricular and Non-Academic Activities. All extracurricular and/or non-academic activities of schools operating in Broward County must comply with the requirements of Attachment 16 (Youth Activities and Summer Camps) to Emergency Order 20-21, as amended, but not any other Attachment notwithstanding anything otherwise stated in Attachment 16 or any Emergency Order or Attachment thereto. This section applies to after-school activities of schools such as organized sports or clubs, but

does not apply to extracurricular courses, as defined by Section 1003.01(15), Florida Statutes, or disciplinary activities of schools.

Section 5. Applicability; Severability.

This Emergency Order supersedes and replaces any contrary provision in any prior Broward County Emergency Order. Except as superseded, all Broward County Emergency Orders remain in full force and effect. Terms defined in Emergency Order 20-21 shall retain the same meaning to the extent used herein. This Emergency Order and all Broward County Emergency Orders apply to all incorporated and unincorporated areas within Broward County, but have no application outside of Broward County.

The provisions of this Emergency Order shall serve as minimum standards, and municipalities within Broward County may establish more stringent standards within their jurisdictions, to the extent permitted by law. Any provision(s) within this Emergency Order that (i) conflict(s) with any state or federal law or constitutional provision, or (ii) conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States solely to the extent such Executive Order (a) expressly preempts the substance of this Emergency Order or (b) imposes stricter closures than set forth herein, shall be deemed inapplicable and deemed to be severed from this Emergency Order, with the remainder of the Emergency Order remaining intact and in full force and effect. To the extent application of some or all of the provisions of this Emergency Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Emergency Order.

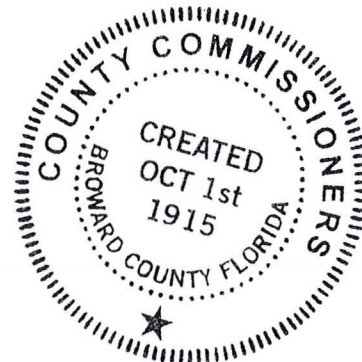
Section 6. Effective Date; Duration.

This order shall be effective immediately. This Emergency Order shall expire upon the expiration of the existing State of Local Emergency, as same may be extended by subsequent order or declaration, unless earlier terminated by subsequent Emergency Order.

BROWARD COUNTY, FLORIDA

By: Bertha Henry
Bertha Henry, County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 29th day of July, 2020, at 1:02 a.m./p.m.



ATTACHMENT 2 RESTAURANTS AND FOOD ESTABLISHMENTS

Restaurants and food establishments are permitted to open provided all such operations (a) are consistent with the guidelines stated in Emergency Order 20-21, as amended, this Attachment 2, and all other applicable Emergency Orders; (b) comply with the CDC Guidelines, including the six foot (6') distancing requirement; and (c) comply with the capacity limitations stated in Section A.4 below.

Parties (as used herein, "parties" are all persons at any one table) must be limited to no more than six (6) persons total.

All tables and chairs, whether indoor or outdoor, must be at least six feet apart between parties (at their closest point). All bar counters must be closed to seating and service directly to patrons, and bar counters may be accessed only by staff. Patrons are prohibited from ordering food or beverage at the bar counter and are prohibited from congregating at the bar counters or elsewhere.

No more than ten (10) people may congregate at or near any restaurant or food establishment, including food trucks, at any time, and any person in line must maintain at least six feet (6') between persons not of the same household. If more than ten (10) persons are congregated around multiple food trucks, the food trucks must be separated by at least fifty (50) yards.

A. Operations Requirements.

1. Establishments must conspicuously post the required signage in accordance with Emergency Order 20-17, as amended.

2. On-premises dining must be closed (including closed as to consumption of food and/or beverages by patrons) between the hours of 10 p.m. and 5 a.m. Establishment must restrict ordering and consumption of food or beverages by patrons for on-premises consumption to only while such patrons are seated at their assigned table. Ordering from a bar counter by a patron at any time and for any purpose is strictly prohibited. Nothing in this subsection limits or prohibits operations other than on-premises dining (for example, food preparation/cooking, facility cleaning, or delivery/take-out services) between the hours of 10 p.m. and 5 a.m.

3. Drive-through, curbside take out, or delivery service may continue in accordance with CDC Guidelines and all applicable Broward County Emergency Orders, provided that social distancing of at least six feet (6') between persons not of the same household is maintained at all times and the patron(s) obtaining the food or beverage(s) immediately leave the establishment upon receipt of the ordered items.

4. Establishments must comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment; total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined occupancy shall not exceed existing total maximum occupancy (100%) for the establishment. Outdoor seating areas shall be subject to any additional limitations imposed by the applicable municipality, and nothing in this Attachment 2 precludes any municipality from waiving or modifying municipal regulations regarding outdoor seating restrictions.

5. Ensure adequate supplies to support healthy hygiene practices for both employees and customers, including soap, hand sanitizer with at least 60 percent alcohol, and tissues, and make hand sanitizer readily available to guests. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, and social distancing should be conspicuously posted.

6. To the extent possible, restaurants and food establishments shall provide single use disposable one-time menus, utilize chalkboard menus, digital menus that are sanitized after each use, other digital menu options available on a personal device, or other means to avoid customers sharing such items.

7. Whenever possible, use disposable (and when possible, biodegradable) food service items (utensils, dishes, etc.) and single serving seasonings and condiments to avoid customers sharing such items. If disposable items are not feasible, ensure that all non-disposable food service items are handled with gloves and are washed in between each customer usage with dish soap and hot water or in a dishwasher. Establishments must use packets or pre-rolled bags or wraps of utensils and eliminate table presets. Avoid using food and beverage implements brought in by customers.

8. Use touchless payment options whenever available. Ask customers and employees to exchange cash or card payments by placing on a receipt tray or on the counter rather than hand to hand. Sanitize any pens, counters, or hard surfaces between each use.

9. Ensure that ventilation systems operate properly to provide adequate air circulation in all parts of the facility and increase circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods.

10. Provide physical guides, such as tape on floors or sidewalks, to ensure that customers remain at least six feet apart when in lines. Ask customers to wait in their cars or away from the establishment while waiting for a table or to pick up food. If possible, alert patrons on their cellphone that their table or food is ready to avoid use of restaurant provided "buzzers." Post signs to inform customers of food pickup protocols.

11. Use placards or other easily visible means to identify tables closed due to social distancing and to identify tables that have been sanitized and are ready for the next use.

12. Restrict the number of employees in shared spaces, including kitchens, break rooms, and offices to maintain at least a six-foot distance between people if possible; employees must wear facial coverings. Where possible, stagger workstations instead of having employees standing opposite one another. If there is a break room, limit the number of employees simultaneously allowed inside.

13. Wherever possible, install physical barriers, such as sneeze guards and partitions, at cash registers, check-in stations, food pickup areas, and other areas where consistently maintaining physical distance of six feet is difficult.

14. Ensure that all suppliers and third-party delivery staff are aware of social distancing requirements.

15. Child or adult gaming and play spaces located in dining establishments shall remain closed.

16. Consider options for a reservations-only model or to have dine-in customers order ahead of time to limit the amount of time spent in the establishment.

17. Buffets and salad bars must remain closed. Self-service drink stations must provide single use tissues or wipes to use the equipment, and the stations must be washed and sanitized frequently. Remove cut fruit, unwrapped utensils, and unwrapped straws from drink stations.

18. Any rental of restaurant space for a private event must also comply with the function space limitations stated in Attachment 13, Section A.7.

B. Sanitation and Safety Requirements.

1. Employers must enforce hand washing and use of facial coverings by employees in accordance with Broward County Emergency Order 20-21. This includes the requirement that all staff must wear facial coverings at all times. All employees handling, preparing, or serving food must wear facial coverings. Food preparers are also required to wear gloves while handling food.

2. Clean and disinfect frequently touched surfaces (for example, door handles, workstations, cash registers), and frequently shared objects (for example, payment terminals, tables, countertops/bars, receipt trays, pens, condiment holders, and any re-used menus) between each use. Tables and other dining areas must be sanitized after each use. Host stations must be sanitized at least hourly. Use products that meet EPA's criteria for use against COVID-19 and that are appropriate for the surface.

3. Restrooms must be sanitized no less frequently than hourly.
4. Implement procedures to increase how often you clean and sanitize surfaces in the back-of-house (non-public areas of the establishment). Ensure that disinfectants used on food contact surfaces are appropriate and do not leave a toxic residue.
5. Train all employees in the above safety protocols, in addition to the importance of frequent handwashing, and give them clear instructions to avoid touching hands to face.
6. Conduct daily health checks (e.g., temperature and symptom screening) of employees in accordance with the Governor's EO 20-68 and in accordance with any applicable privacy laws and regulations. Remind employees to report any illness to their manager and have them verify that they have not had any COVID-19 symptoms each day prior to them coming to work.
7. Employees with symptoms of COVID-19 (fever, cough, or shortness of breath, among others) at work should immediately be sent home. Provide with or refer sick staff members to the CDC guidelines and advise them not to return until they have met the CDC's criteria to discontinue home isolation. Sick employees not exhibiting COVID-19 symptoms should also be immediately sent home and not be allowed to return until they are symptom-free.
8. Notify local health officials, staff, and customers (if possible) immediately of any confirmed case of COVID-19 while maintaining confidentiality as required by HIPAA, the Americans with Disabilities Act (ADA), or other applicable laws.
9. Deep clean the establishment at least once every twenty-four hours.

ATTACHMENT 15
BEACHES IN BROWARD COUNTY

Ocean activities (such as surfing, swimming, kayaking, paddle boarding, body surfing) and limited land based active recreation and exercise (such as walking, running, biking, and surf fishing) are permitted on beaches in Broward County. Picnicking, sunbathing, sitting, or lying on the beach, as well as the use of umbrellas, canopies, chairs, loungers, and coolers, are also permitted.

A. Beach Restrictions.

1. Beach hours shall be limited to between sunrise and sunset, except for environmental activities pursuant to a permit issued by the Florida Fish and Wildlife Commission and those persons performing such activities to the extent beach/water access is required to perform the work.

2. Facial coverings must be worn when social distancing of 6 feet between persons (other than members of the same household or group) cannot be maintained, including, not limited to, when using elevators to access the beach, using restrooms, and when visiting beach concessions.

3. All persons must have a facial covering available and ready to use at all times; persons must be able to show their facial coverings upon request by local authority.

4. Disposable facial coverings and other disposable personal protective equipment such as gloves must be discarded properly; littering of facial coverings or other personal protective equipment is prohibited.

5. The use of facial coverings is not required when engaged in active recreation or exercise, or when in the water. Facial coverings should not be used by children under two (2) years old.

6. No group gatherings or events of more than ten (10) individuals.

7. No group or organized sports including, but not limited to, volleyball, soccer, or football.

8. Individuals must maintain at least 6 feet of physical distance between persons at all times (other than members of the same household or group), including when in the water.

9. Buildings (other than restrooms) or designated areas for social gathering (such as changing rooms, picnic pavilions, playgrounds, exercise equipment areas, etc.) must remain closed.

10. Beach concessions must comply with the applicable requirements in Broward County Emergency Order 20-21, as amended, including Attachment 1 for all concessions, Attachment 2 for all restaurant or food establishment concessions, and Attachment 3 for all retail concessions.

11. Concessions or beachfront hotels that provide rental equipment (such as chairs, loungers, bicycles, etc.) must sanitize the rental equipment between each customer rental.

12. Beach restrooms and showers must be sanitized at least every 3 hours.

13. Municipalities shall have the ability to enact more stringent requirements than set forth herein, and, as with all other aspects of this Emergency Order, municipalities are authorized to enforce the requirements of this Emergency Order.

Order No. 2020-007



**EMERGENCY ORDER NUMBER 7
PALM BEACH COUNTY COVID-19
RECREATIONAL FACILITIES**

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Palm Beach County; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis, issued Executive Order 20-52 declaring a state of emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a local State of Emergency due to the Coronavirus pandemic, which has since been extended in accordance with applicable law; and

WHEREAS, on March 24, 2020, Governor Ron DeSantis also issued Executive Order 20-83 directing the State Surgeon General and the State Health Officer to issue a public health advisory for senior persons and persons that have a serious underlying medical condition that places them at a high risk of severe illness from COVID-19 to stay at home. Such conditions include, but are not limited to, chronic lung disease or moderate to severe asthma; serious heart conditions; immunocompromised status, including those in cancer treatment; and severe obesity; and

WHEREAS, Governor Ron Desantis has issued a number of subsequent Executive Orders in response to the COVID-19 pandemic, including Executive Order 20-112, a Phase 1: Safe Smart Step-by-Step Plan for Florida's Recovery, under which the Governor re-opened certain businesses, and Executive Order 20-120 which, among other things, served to include Palm Beach County under Phase 1; and

WHEREAS, the County Administrator pursuant to the authorities cited below has issued various Emergency Orders including Emergency Order 2020-005 providing for the phased restart of boating and marine activities, golf courses, public parks and natural areas, tennis courts and community pools, effective on April 29, 2020; and

Order No. 2020-007

WHEREAS, Palm Beach County desires to clarify various provisions of Emergency Order 2020-005 and to take additional actions related to recreational facilities to further the restart objectives while minimizing the spread of COVID-19 within Palm Beach County;

NOW, THEREFORE, IT IS HEREBY ORDERED pursuant to Palm Beach County Code Chapter 9, Article II, Section 9-35, as well as the authorities granted to me by Declaration of Emergency issued by Governor DeSantis in Executive Order 20-52, by Chapter 252, Florida Statutes, by the Board of County Commissioners, by the Palm Beach County Comprehensive Emergency Management Plan, and as otherwise provided by law, I hereby order as follows:

1. The foregoing recitals are hereby incorporated herein by reference.
2. This Order applies in all incorporated and unincorporated areas of Palm Beach County.
3. Emergency Order 2020-005 is hereby amended as follows:
 - a. Section 7 is deleted in its entirety and replaced with the following:

Section 7. Public Parks, Private Parks, and Natural Areas. All public and private parks and natural areas in Palm Beach County, may reopen as set forth in Attachment 4, Revision 1 entitled "Public Parks, Private Parks, and Natural Areas Reopening Guidelines." Such areas may be open for the safe, responsible enjoyment of passive and limited active use. Such activities should be done in accordance with CDC guidelines and in compliance with the requirements set forth in Attachment 4, Revision 1.

- b. Attachment 2 is hereby deleted in its entirety and replaced with Attachment 2, Revision 1 entitled "Boating and Marine Activity Requirements." All references to Attachment 2, shall be replaced with Attachment 2, Revision 1.
 - c. Attachment 3 is hereby deleted in its entirety and replaced with Attachment 3, Revision 1, entitled "Golf Requirements." All references to Attachment 3, shall be replaced with Attachment 3, Revision 1.
 - d. Attachment 4 is hereby deleted in its entirety and replaced with Attachment 4, Revision 1, entitled "Public Parks, Private Parks, and Natural Areas Reopening Guidelines." All references to Attachment 4, shall be replaced with Attachment 4, Revision 1.

Order No. 2020-007

- e. Attachment 5 is hereby deleted in its entirety and replaced with Attachment 5, Revision 1, entitled "Tennis Courts and Community Pools Reopening Guidelines." All references to Attachment 5, shall be replaced with Attachment 5, Revision 1.

All other provisions of Emergency Order 2020-005 remain in full effect.

4. Any provision(s) within this Amendment that conflict(s) with any state or federal law or constitutional provision, or conflict(s) with, or are superseded by, a current or subsequently-issued Executive Order of the Governor or the President of the United States, shall be deemed inapplicable and deemed to be severed from this Amendment, with the remainder of the Amendment remaining intact and in full force and effect. To the extent application of some or all of the provisions of this Amendment is prohibited on the sovereign land of a federally or state recognized sovereign or Indian tribe, such application is expressly excluded from this Amendment. The provisions of this Amendment shall supersede the specific provisions of any previously issued County Emergency Order that is contrary to or in conflict with this Amendment.
5. This Amendment shall be effective as of 12:01 a.m. on May 18, 2020. This Amendment shall expire upon the expiration of the existing State of Local Emergency, as same may be extended by subsequent order or declaration, unless earlier terminated by subsequent order.

PALM BEACH COUNTY

By: *Verdenia C. Baker*
County Administrator

May 16, 2020
Date

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: *Denise Marie Niemn*
County Attorney

ATTEST

CLERK & COMPTROLLER

By: *Shawn R. Back*
Deputy Clerk

Order No. 2020-007

ATTACHMENT 2 – REVISION 1
BOATING AND MARINE ACTIVITY REQUIREMENTS

A. Marinas, Boat Docks, Ramps, and Other Launching Venues.

1. Services Provided: Marinas, boat docks, boat ramps, and any other venues used for launching vessels for recreational purposes, as well as dry stack storage facilities, (collectively, “Launching Venues”), shall be allowed to operate provided that CDC Guidelines, including all social distancing guidelines, are adhered to. Launching Venue retail operations may operate in accordance with State of Florida Office of the Governor Executive Order 20-112 and related subsequent orders.
2. Restaurants: Restaurant operations at Launching Venues may operate in accordance with State of Florida Office of the Governor Executive Order 20-112 and related subsequent orders .
3. Facial Coverings: In accordance with CDC Guidelines, in addition to practicing social distancing, Launching Venue staff, as well as customers, should utilize personal protective equipment, including, but not limited to, face coverings and gloves.
4. Boat Distances and Overnight Parking: All vessels on the water, including but not limited to boats, shall remain at least 50 feet apart at all times. Overnight parking, whether vehicles or vessels, at boat ramps is prohibited.

B. Marine Activities.

1. Marine recreational activities including, but not limited to, fishing, jet skiing, and recreational boating, shall be allowed in accordance with CDC Guidelines, however the following activities remain prohibited:
 - a. Boating and any recreational activities that do not comply with CDC Guidelines, including, but not limited to, any activities that do not allow for proper social distancing.
 - b. Flotillas, which include but are not limited to, two or more boats traveling together or anchored within 50 feet of each other.
 - c. Any activities resulting in gatherings of more than 10 people.
 - d. Rafting up of boats, which includes but is not limited to, the roping or tying together of boats or vessels.
 - e. Beaching, landings, anchoring, or mooring of vessels on sandbars islands, and open shorelines.

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f. Any non-commercial boating that exceeds the following capacity limitations:

Boats 25' or less: 4 adult passengers maximum, plus children 17 and under.
Maximum of 6 people on the boat.

Boats 26' - 36': 6 adult passengers maximum, plus children 17 and under.
Maximum of 8 people on the boat.

Boats 37'-60': 8 adult passengers maximum, plus children 17 and under.
Maximum of 10 people on the boat.

Boats over 60': 10 passengers maximum, not including crew members.

C. Charter Boats, Fishing Boats, and Dive Boats.

1. Charter boats, fishing boats, and dive boats ("Commercial Recreational Vessels"), may resume operations provided that CDC Guidelines, including all social distancing guidelines, are adhered to. In addition, Commercial Recreational Vessels shall adhere to the following restrictions:

- a. Any services offered in connection with Commercial Recreational Vessels that do not comply with CDC Guidelines, including, but not limited to, any activities that do not allow for proper social distancing, are prohibited.
- b. All patrons utilizing Commercial Recreational Vessels should have their own equipment, including, but not limited to, fishing poles and tackle.
- c. All restrooms on Commercial Recreational Vessels shall post CDC cleanliness guidelines. Soap, water, and/or hand sanitizer for patrons is required. Restrooms shall be cleaned and disinfected regularly throughout the day.
- d. All Commercial Recreational Vessels shall delineate patron seat positions, including, but not limited to, dive seats and fishing positions, a minimum of 6 feet apart by utilizing tape or any other adhesive to ensure proper social distancing. In addition, all landside services relating to Commercial Recreational Vessels that require patrons to form a line shall delineate, utilizing tape or any other adhesive, 6 feet distances to ensure proper social distancing.
- e. All fish cleaning/bait stations shall be limited to one person per station at a time. In addition, proper cleaning and sanitation process shall be practiced.
- f. Any fish filleting services offered in connection with Commercial Recreational Vessels shall be limited to one mate per table.

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- g. In accordance with CDC Guidelines, in addition to practicing social distancing, all persons utilizing Commercial Recreational Vessels, whether on the dock, on board, or as part of the landside operations, including, but not limited to, the captain, crew, and patrons, should utilize personal protective equipment, including, but not limited to, face coverings and gloves.
- h. With regard to dive boats, no more than 10 people shall be on the deck of a vessel at any given time. In addition, dive shops in support of diving operations may only operate to fill dive tanks by appointment only. Such service shall be done by curbside pickup and delivery.

D. Rentals of Jet Skis, Boats, Canoes, Kayaks, and Paddle Boards.

1. Rentals of jet skis, boats, canoes, kayaks, and paddle boards may resume operations provided that CDC Guidelines, including all social distancing guidelines, are adhered to. In addition, the following restrictions shall apply:

- a. Jet Ski Rentals: Jet ski rental operations shall be limited to single riders only (or to one adult and one immediate child family member).
- b. Boat Rentals: Boat rental companies shall adhere to the same guidelines applicable to all boating activities set forth in this Order, including this Attachment.
- c. Canoes/Kayaks/Paddle Boards: shall be limited to single person use or two-person use if 6 feet distancing is possible. Canoes/kayaks/paddle boards.

E. Marine Construction, Repair, and Commercial Fishing.

1. Marine construction, vessel/engine repairs and maintenance and commercial fishing may resume operations provided that CDC Guidelines, including all social distancing guidelines, are adhered to. In addition, commercial fishing, commercial marine operations, and support services thereto are permitted to continue to operate as previously provided in PBC Emergency Order 2020-001a.

2. Commercial Fishermen with proper license documentation will continue to have 24-hour access to designated ramp sites; this access shall also include fishing guides who carry less than four passengers and possess a commercial charter, six-pack or higher Captain's license and a county registered business license.

F. Saltwater and Freshwater Boat Ramp/Launch Protocol.

- 1. Saltwater and freshwater boat ramps ("Boat Ramps") may be utilized provided that CDC Guidelines, including all social distancing guidelines, are adhered to. In addition, the following protocol shall be followed:

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- a. Boat Ramps shall be open sunrise to sunset except for when utilized by commercial boats (24-hour access at designated sites) unless further modified by appropriate authorities.
- b. One (1) boat per launch ramp bay at a time. Vessels must be prepared in advance to launch (i.e., plug secured, dock lines tied, safety equipment and provisions already onboard). All passengers must board the vessel once it is launched.
- c. Upon returning to the dock all passengers must remain on the vessel until the boat is ready to be loaded onto the trailer. Once loaded, the passenger(s) shall return to their vehicle(s) and exit the launch facility together.

G. Fishing Piers, Fish Cleaning Stations, Public Restrooms/Ship Stores, and Fuel Docks

1. Fishing piers, fish cleaning stations, public restrooms, ship stores (bait and tackle), and fuel docks may operate and be utilized provided that CDC Guidelines, including all social distancing guidelines, are adhered to. In addition, the following protocol shall be followed:
 - a. Fish cleaning stations: Shall be limited to access by one (1) person per station at a time. Proper cleaning and sanitation processes should always be practiced.
 - b. Fishing piers: Physical distancing at a minimum of 10 feet between fishermen must be followed.
 - c. Public restrooms: Access to public restrooms shall be available. Restrooms shall be cleaned and disinfected regularly throughout the day. Soap and water or hand sanitizer and/or disinfectant wipes shall be provided in each restroom.
 - d. Ship stores (bait and tackle): Those entering ship (bait & tackle) stores should, in accordance with CDC Guidelines, in addition to practicing social distancing, utilize personal protective equipment, including, but not limited to, face coverings.
 - e. Fuel docks: Shall be permitted to operate in compliance with CDC Guidelines.

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ATTACHMENT 3- REVISION 1 GOLF REQUIREMENTS

3a: Golf Course Requirements

All municipal, public, and privately-run golf courses in Palm Beach County shall adhere to the following:

1. Play shall be set-up for walking, single-rider golf cart, or shared cart for families living in the same household. Course staff shall confirm household verification by ID. Shared carts shall be marked and identified by a small colored flag to indicate verified family sharing.
2. A course's practice facilities, including driving ranges, may open. The practice facilities shall be set up so that golfers are spaced at least 10 feet apart and golfers shall not congregate on or near the driving range.
3. Golf instruction and club fitting may be conducted on an individual basis where strict social distancing is followed.
4. Players shall arrive no earlier than 45 minutes prior to tee times. Players shall not congregate near the check-in or starter's booth.
5. Staff shall not handle bags, clubs, or other equipment, or transport these items to and from parking lot: players will be responsible for bringing their golf equipment to a designated area.
6. Except for restaurant facilities, clubhouses shall remain closed: no indoor events will be conducted.
7. All League, Clinic, Camp, Youth and other organized activities remain suspended.
8. Caddy service shall not be available.
9. Restaurants may open for take-out service or on-premises consumption of food and beverage in accordance with State of Florida Office of the Governor Executive Order 20-112 and related subsequent orders.
10. In the event that golf course restaurants are open for take-out service, designated signage shall be placed on carts and around the clubhouse with the phone number to call for food orders and an explanation of how to pay, if such service is offered by the facility.
11. There shall be no club storage or retrieval by staff except as required under the Americans with Disabilities Act.

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12. Check in and payment shall be conducted in compliance with the CDC guidelines available at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html> and in Attachment 1 as amended. Remote check-in procedures are encouraged. Access to the pro shop shall be limited and controlled to ensure social distancing guidelines are met in accordance with State of Florida Office of the Governor Executive Order 20-112 and related subsequent orders.

13. Club Staff should wear protective equipment as recommended by the CDC Guidelines.

14. Tee times shall be maintained at a minimum of 9-minute intervals for purposes of social distancing.

15. Food and beverage carts shall be allowed with staff wearing protective equipment and utilizing procedures that maintain best sanitary practices and social distancing guidelines, including:

Staff will be required to wear a facemask and gloves;
Signage will be placed on beverage carts stating that no player will be allowed to touch anything on the beverage cart; and
Only cart attendant will distribute items from the cart.

16. Designated signage shall be placed outside the pro-shop and clubhouse outlining the social distancing and facial covering mandates of the CDC Guidelines.

17. A swimming ‘noodle’ or similar device shall be used to fill the hole, or the cup will be raised an inch above ground to prevent the ball from going in the hole. Players shall be informed not to touch or remove flagsticks from the cups at all times; unless a touchless ball removal device is used.

18. Rakes in all bunkers shall be removed: the USGA suggests golfers play preferred lie and players to “rake” with their feet.

19. All sand containers, scorecards, pencils, tees, towels, coolers or other shared materials shall be removed from golf carts and only issued to individuals when requested from starter. Where appropriate, such items shall thereafter be discarded after their initial use. Non-disposal items shall be thoroughly disinfected by staff prior to use by subsequent golfers.

20. All ball washers accessible to players will be removed or locked down.

21. When playing, golfers shall practice social distancing per the CDC Guidelines.

22. On-course and club restrooms shall be cleaned and disinfected regularly throughout the day.

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23. Soap and water, or hand sanitizer and/or disinfectant wipes, shall be provided in each restroom.

24. All portable water stations shall be removed. Pre-wired water stations may be used to fill water containers. Golfers shall be instructed to use their gloved hand for water access.

25. Golfers shall be instructed to bring their own water and bottles for proper hydration; restrictions are lifted for personal coolers containing water.

26. Golf carts shall be cleaned and disinfected after each round.

27. Players shall not congregate after play. Players shall leave the golf facility immediately upon completion of play.

28. Courses shall distribute course rules and the list of Golfer Responsibilities (Attachment 3b. titled “Golfer Responsibilities”) upon check-in.

3b: Golfer Responsibilities

1. Players shall arrive no earlier than 45 minutes prior to tee times.

2. Staff shall not handle bags, clubs, or other equipment, or transport these items to and from parking lot: players will be responsible for bringing their golf equipment to a designated area.

3. Players shall not touch or remove flagsticks from the cups at any time (any putts that hit the swimming “noodle” or similar device used to fill the hole, or the cup, will be considered holed), unless a touchless ball removal device is used.

4. Rakes in all bunkers shall be removed by golf course staff: the USGA suggests golfers play preferred lie and players to “rake” with their feet.

5. When playing, golfers should maximize physical distance per CDC Guidelines at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/socialdistancing.html> and attached to Palm Beach County Emergency Order No. 5, including any amendments thereto. All players shall stay at least six (6) feet apart at all times, and a course ranger or other staff member shall monitor player compliance on the course.

6. Play is set-up for walking, single-rider golf cart, or shared cart for families living in the same household. Course staff shall confirm household verification by IDs, supplied by golfers. Shared carts shall be marked and identified by a small colored flag to indicate verified family sharing.

7. Golfers shall bring their own water bottles and personal coolers containing water

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for proper hydration. When utilizing pre-wired water stations to fill water containers, golfers shall use their gloved hand for water access.

8. Golfers are encouraged to change shoes in the parking lot and bring their own hand sanitizer.

9. All golfers shall not congregate after play and shall leave the golf facility immediately upon completion of play to eliminate congestion and gathering on the property or in the parking lot.

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ATTACHMENT 4 - REVISION 1
PUBLIC PARKS, PRIVATE PARKS, AND NATURAL AREAS REOPENING
REQUIREMENTS

A. Public parks, private parks, and natural areas requirements:

1. Public county and municipal parks, private parks, and natural areas may reopen provided that CDC Guidelines, including all social distancing guidelines, are adhered to.
2. Police, park rangers, and designated facility staff shall patrol parks and natural areas and monitor and ensure compliance with physical distancing guidelines.
3. Parks shall follow CDC Guidelines to keep open facilities clean and sanitized. Restroom availability may be limited.
4. Park hours shall be sunrise to sunset unless further modified by appropriate authorities.
5. Natural areas, trails, jogging paths (one-way, unidirectional) are only open for walking, running, strolling, biking, and equestrian riding, where otherwise allowed.
6. Fishing, canoeing/kayaking, fresh water boat ramps, water skiing, wake boarding, disc golf, canoe, kayak and bicycle rental, dog parks, supervised skate parks and bicycle tracks, are permitted as long as CDC Guidelines, including, but not limited to, social distancing are practiced and supervision is in place in skate parks and bicycle tracks.
7. Equestrian facilities may reopen provided that CDC Guidelines including, but not limited to, proper social distancing are followed.

B. Restriction of recreational activities in public parks, private parks, and natural areas:

1. All park playgrounds, play and exercise equipment shall remain closed.
2. Picnic pavilions shall remain closed.
3. Use of water fountains is prohibited.
4. Basketball courts may be open.
5. Tennis, racquetball, and pickleball courts may be open.
6. Recreation buildings and gymnasiums may reopen subject to 50% capacity limitations and social distancing guidelines included in State of Florida Office of the Governor Executive Order 20-112 and related subsequent orders.
7. Campgrounds shall remain closed.

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8. Field sports are prohibited.
9. Recreational programming, organized sports or activities are prohibited.
10. Congregating in groups of 10 or more persons is prohibited.
11. Use of shared sports equipment is prohibited.
12. Spectator events are prohibited.
13. Food and beverage concessions are permitted in accordance with State of Florida Office of the Governor Executive Order 20-112 and related subsequent orders.

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ATTACHMENT 5 – REVISION 1
TENNIS COURTS AND COMMUNITY POOLS REOPENING GUIDELINES

A. Tennis Courts: Tennis and outdoor racquet facilities may reopen, and doubles play is permitted, provided that CDC Guidelines, including all social distancing guidelines, are adhered to. In addition, the following restrictions shall apply:

1. No congregating on the court or sidelines is permitted.
2. Locker room and shower facilities shall remain closed. Restrooms must be cleaned and disinfected regularly throughout the day. Soap and water or hand sanitizer and/or disinfectant wipes shall be provided in each restroom.
3. It is the responsibility of staff or management to ensure compliance with this order.
4. Tennis instruction may be conducted on an individual basis where strict social distancing is followed.

B. Community Pools:

1. For purposes of this Order, “Community Pools” are defined as any and all pool decks and/or pools, whether of a commercial or noncommercial nature, other than one located on a single family residential lot, a single townhouse unit, or any part of a duplex lot, and which is utilized only by inhabitants of that lot or unit. Examples of Community Pools include, but are not limited to, hotel pools, motel pools, apartment building pools, homeowner association pools, condominium association pools, aquatic centers, or any other facilities that are authorized for use by more than one family.
2. Community Pools may reopen provided that CDC Guidelines, including all social distancing guidelines, are adhered to. In addition, the following restrictions shall apply:
 - a. Pool capacity shall be limited to ensure that social distancing in accordance with CDC Guidelines is maintained at all times.
 - b. Locker room and shower facilities shall remain closed. Restrooms may remain open and shall be cleaned and disinfected regularly throughout the day. Soap and water or hand sanitizer and/or disinfectant wipes shall be provided in each restroom.
 - c. Pool deck seating or lounging shall be restricted to ensure social distancing in accordance with CDC Guidelines.
 - d. Staff that is authorized to manage the Community Pool, or their designee, including, but not limited to, Community Pool staff, management company staff, volunteers, board members, or any other authorized persons, shall provide

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notice, either electronically, by mail, and/or by posting at the Community Pool or any other place where messages are traditionally posted, one or more notices indicating that all users of Community Pools shall abide by any and all social distancing guidelines, including, but not limited to, the CDC Guidelines, and that said users of Community Pools bear the responsibility of such compliance and assume the full risk of utilizing the Community Pools.

- e. Staff that is authorized to manage the Community Pool, or their designee, including, but not limited to, Community Pool staff, management company staff, volunteers, board members, or any other authorized persons, shall ensure compliance with all guidelines and requirements set forth in this Order. Such compliance may be accomplished by any reasonable means, including, but not limited to, periodic spot checks, video or other electronic monitoring, and/or compliance hotlines to allow for reporting of violations that are thereafter promptly investigated. In the event that repeated violations occur, staff authorized to manage the Community Pool, or their designee, shall take corrective action, including, but not limited to, closing the Community Pool, limiting access to the Community Pool on a reservation basis only, and/or limiting access to Community Pools to times when staff is present to monitor for compliance.

RESOLUTION NO. R2020-0730

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING A FINE SCHEDULE FOR CIVIL CITATIONS ISSUED FOR VIOLATIONS OF PALM BEACH COUNTY COVID-19 EMERGENCY ORDERS

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a State of Emergency due to the Coronavirus; and

WHEREAS, Governor Ron DeSantis has issued a number of executive orders in response to the COVID-19 pandemic with various mandates including, but not limited to, the closures of businesses, restrictions on certain business activities, limitations on recreational activities, and various other measures to protect public health and slow the spread of the virus; and

WHEREAS, the County Administrator has also issued various emergency orders in response to the COVID-19 pandemic including Emergency Order 2020-011, an Additional Directive on Recreational Facilities, and Emergency Order 2020-012, an Additional Directive on Mandatory Wearing of Facial Coverings; and

WHEREAS, Chapter 9, Article II, Section 9-37, of the Palm Beach County Code of Ordinances, authorizes civil citations to be issued in amounts not to exceed two hundred fifty dollars (\$250) for the first violation and five hundred dollars (\$500) for each additional violation of emergency order plus court costs issued pursuant to Article II, the Palm Beach County Emergency Management Ordinance; and

WHEREAS, personnel of the Department of Public Safety, the Emergency Management Division, Consumer Affairs Division, County and municipal code enforcement officials, the police agencies of various municipalities in the County and the County Sheriff's Office and, when specifically authorized by the Director of Public Safety, other County personnel, are authorized by the Code to enforce the ordinance as provided by law and to issue civil citations in accordance with the provisions of Section 9-37; and

WHEREAS, the Board of County Commissioners may approve a schedule of civil fines within the not-to-exceed limits defined in the Emergency Management Ordinance for the civil citations issued after warnings and opportunities to correct have been provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. The schedule of civil fines attached hereto as **Attachment "A"** for violations of the Emergency Management Ordinance and the various County emergency orders related to COVID-19 is hereby adopted and shall be effective on the date of adoption of this resolution. In addition, statutory court costs shall be assessed as required by law.

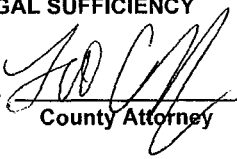
SECTION 2. This resolution is effective immediately upon adoption and filing with Clerk and Comptroller of Palm Beach County.

The foregoing resolution was offered by Mayor/Vice-Mayor/Commissioner Weinroth, who moved its adoption. The motion was seconded by Mayor/Vice-Mayor/Commissioner Berger, and upon being put to a vote, the vote was as follows:

Commissioner Valeche, District 1	<u>Aye</u>
Commissioner Weiss, District 2	<u>Aye</u>
Mayor Kerner, District 3	<u>Aye</u>
Vice-Mayor Weinroth, District 4	<u>Aye</u>
Commissioner Berger, District 5	<u>Aye</u>
Commissioner McKinlay, District 6	<u>Aye</u>
Commissioner Bernard, District 7	<u>Aye</u>

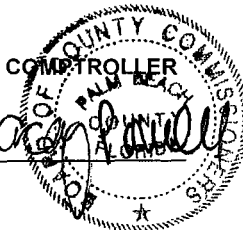
The Mayor thereupon declared the resolution was duly passed and adopted on the 29th day of June, 2020 and filed with the Clerk of the Board of County Commissioners on the same date.

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: 
County Attorney

**ATTEST
CLERK & COMPTROLLER**

By: 



ATTACHMENT "A"
SCHEDULE OF FINES FOR VIOLATIONS OF COVID-19 EMERGENCY ORDERS

	Individual/Person	Business
First Violation	\$25	\$250
Second Violation	\$50	\$350
Additional Violation	\$100	\$500

Each incident of a continuing violation shall be deemed a separate additional violation.
Court costs are also assessed by the Clerk of the Court for each violation as required by law.

ORDINANCE NO. 2020- 013

AN EMERGENCY ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING ARTICLE II OF CHAPTER 9 OF THE PALM BEACH COUNTY CODE OF ORDINANCES ("CODE"), ENTITLED PALM BEACH COUNTY EMERGENCY MANAGEMENT ORDINANCE; AMENDING SECTION 9-32 (AUTHORITY); AMENDING SECTION 9-34 (DEFINITIONS); AMENDING SECTION 9-35 (DECLARATION OF EMERGENCY); AMENDING SECTION 9-37 (ENFORCEMENT); PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, COVID-19, a respiratory virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the health and safety of the people of Palm Beach County; and

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and

WHEREAS, on March 13, 2020, President Trump declared a national emergency concerning COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a local State of Emergency due to the Coronavirus pandemic, which has since been extended in accordance with applicable law; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-70, which closed various establishments in Palm Beach County and vested in the County Administrator the power to enforce, relax, modify, or remove those closures, as warranted; and

WHEREAS, on March 26, 2020, the County Administrator, pursuant to her emergency management powers under state law and local ordinance, issued an emergency order directing the closure of all noncritical businesses in Palm Beach County, subject to certain conditions and limitations, as thereafter amended; and

Coding: Words in ~~strike-through~~ type are deletions from existing text. Words in underscoring type are additions.

1 **WHEREAS**, there is no vaccine or drug currently available to combat COVID-19; and

2 **WHEREAS**, to reduce the spread of COVID-19, the United States Centers for Disease
3 Control and Prevention ("CDC") and the Florida State Department of Health recommend
4 implementation of community mitigation strategies to increase containment of the virus,
5 including cancellation of large gatherings, social distancing of at least six (6) feet between
6 persons in smaller gatherings, and the wearing of facial coverings; and

7 **WHEREAS**, limitations on gatherings, social distancing, and the wearing of facial
8 coverings to prevent transmission of COVID-19 are especially important for senior citizens and
9 individuals with underlying medical conditions because those populations are at a higher risk of
10 severe illness and death from COVID-19; and

11 **WHEREAS**, Section 125.66(3), Florida Statutes, permits the Palm Beach County
12 Board of County Commissioners (the "Board") to waive the usual notice requirements for
13 enactment of an ordinance upon four-fifths (4/5) vote of the membership of the Board,
14 declaring that an emergency exists and that the immediate enactment of said ordinance is
15 necessary; and

16 **WHEREAS**, immediate enactment of this Emergency Ordinance is necessary to protect
17 the health, safety, and welfare of the County's residents; and

18 **WHEREAS**, the Board has determined that the immediate enactment of this
19 Emergency Ordinance is necessary to reaffirm and reinforce the County Administrator's powers
20 during the current public health emergency; and

21 **WHEREAS**, although the County shares jurisdiction with the state and municipalities
22 over emergency management, the public health emergency created by COVID-19 has not been
23 limited to one municipality and has had and will have countywide impact, thereby making
24 countywide action necessary; and

25 **WHEREAS**, immediate enactment of this Emergency Ordinance is necessary to protect
26 the health, safety, and welfare of the County's residents.

27 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
28 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

SECTION 1. Section 9-32 of the Palm Beach County Code of Ordinances is hereby amended to read as follows:

Sec. 9-32. - Authority.

This article is adopted under the authority of Chapter 125, Florida Statutes; Chapter 252, Florida Statutes; ~~and Part II of Chapter 501, Florida Statutes; and Chapter 162, Florida Statutes.~~

SECTION 2. Section 9-34 of the Palm Beach County Code of Ordinances is hereby amended to read as follows:

Sec. 9-34. - Definitions.

Average Retail Price: The term "average retail price" shall mean the average price at which similar merchandise, services, rentals or lodging were being sold or rented during the thirty (30) days immediately preceding the declaration of a local emergency.

Commission: The term "commission" shall mean the Board of County Commissioners of Palm Beach County.

Consumer Good: The term "consumer good" shall mean any service, article, product, merchandise, or commodity of any kind or class, which is customarily produced or distributed for sale or rental at retail or provided for consumption by or the use or benefit of individuals, including but not limited to foods; water; ice; clothing; lumber, hardware, chainsaws, generators, and home improvement materials; fuel products; and repairs, services, rentals or lodging.

Emergency: The term "emergency" shall mean any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Enforcement Official: The term "enforcement official" shall mean any police or law enforcement officer, any code compliance official, the personnel of the department of public safety, ~~division of emergency management and the division of consumer affairs,~~ and any other enforcement personnel as authorized by the county administrator ~~appropriate municipal or county official.~~

Fuel Product: The term "fuel product" shall mean home-heating oil, kerosene, propane, natural gas, diesel fuel, methanol, and gasoline.

Irreparable or Irreversible: The term "irreparable or irreversible" shall mean a violation of

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1 this article that is not able to be undone. For example, committing an act or omission in
2 violation of an order issued under the authority of this article that imperils or threatens to
3 imperil the life, safety, or welfare of another is irreparable or irreversible in nature.

4
5 **SECTION 3.** Section 9-35 of the Palm Beach County Code of Ordinances is hereby amended
6 to read as follows:

7 **Sec. 9-35. – Declaration of Emergency.**

8 (a) When an emergency has placed the citizens of the county in danger of loss of life or
9 property and a regular or special meeting of the board of county commissioners cannot
10 practically be convened, a state of emergency shall be declared, ~~pursuant to County~~
11 ~~Resolution Number R-89-384,~~ by the ~~chairman~~ mayor of the board of county
12 commissioners, or the ~~vice-chair~~ vice-mayor in the ~~chairman's~~ mayor's absence, or by the
13 county administrator, in the absence of the ~~chairman and vice-chair~~ mayor and vice-mayor.
14 A state of emergency so declared shall continue for seven (7) days, unless extended as
15 necessary, in ~~seventy-two-hour~~ seven (7)-day increments, ~~or for the period of time that a~~
16 ~~state of emergency, as declared by the governor, remains in effect, whichever is longer.~~

17 ...

18 (c) The county administrator or his designee shall implement the provisions of this article in
19 accordance with the authority provided in this article, the adopted comprehensive
20 emergency management plan, and instructions furnished by the board of county
21 commissioners; ~~the county administrator; and the director, department of public safety.~~

22 (d) The county administrator is authorized and empowered during a state of emergency
23 declared pursuant to this article to make, amend, and rescind emergency orders deemed
24 necessary to protect the health, safety, and/or welfare of the people of Palm Beach County,
25 including but not limited to, those necessary for implementation of the comprehensive
26 emergency management plan and any other emergency management purpose in accordance
27 with provisions of applicable law, including, but not limited to, the provisions of Section
28 252.46(1), Florida Statutes.

29 (de) In order to insure the public safety during a state of emergency declared pursuant to this
30 article, the county administrator, in consultation ~~collaboration~~ with the Sheriff of Palm
31 Beach County and municipal representatives ~~municipalities located within the county~~, may

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1 establish a countywide curfew or a specific area curfew, to restrict travel and movement
2 within the county.

3 If a curfew is enacted, the county administrator may exempt, from all or any part of such
4 restrictions, those persons as may be deemed essential to the preservation of public order
5 and immediately necessary to protect the public health, safety, and welfare. The county
6 administrator may also identify in the curfew order other exempt classes of persons as
7 deemed necessary.

8 If a curfew is enacted, the curfew order shall be filed in the office of the clerk of the circuit
9 court and delivered to appropriate news media for publication and radio and television
10 broadcast.

11 (f) Other restrictions including, but not limited to, prohibiting or limiting the gathering of
12 individuals within Palm Beach County, directing the evacuation of any area(s) of Palm
13 Beach County, ordering any or all commercial or business locations or places of public
14 accommodation to close and remain closed until further order, ordering individuals to
15 shelter in place, and limiting the sale, purchase, or possession of alcoholic beverages or
16 flammable substances, may be instituted by the county administrator or his designee. The
17 duration and application of such emergency restrictions shall be tailored to meet the
18 specific crisis and may be modified from time to time.

19 ~~If a curfew is enacted, the county administrator may exempt, from all or any part of such~~
20 ~~restrictions, those persons as may be deemed essential to the preservation of public order~~
21 ~~and immediately necessary to protect the public health, safety, and welfare. The county~~
22 ~~administrator may also identify in the curfew order other exempt classes of persons as~~
23 ~~deemed necessary.~~

24 ~~If a curfew is enacted, the curfew order shall be filed in the office of the clerk of the circuit~~
25 ~~court and delivered to appropriate news media for publication and radio and television~~
26 ~~broadcast.~~

27 (eg) Nothing in this article shall be construed to limit the authority of the commission to
28 declare, limit, or terminate a state of emergency, and take any action authorized by law,
29 when convened in a regular or special meeting.

SECTION 4. Section 9-37 of the Palm Beach County Code of Ordinances is hereby repealed and replaced as follows:

Sec. 9-37. – Enforcement

~~(a) The county court shall have jurisdiction over all civil citations issued for violations of this article.~~

~~(b) This section shall also be enforced by personnel of the department of public safety, the emergency management division, consumer affairs division, county and municipal code enforcement officials, the police agencies of the various municipalities in the county and by the county sheriff's office. When specifically authorized by the director, department of public safety, this section may be enforced by other county personnel.~~

~~(c) The consumer affairs division shall maintain a system by which violators are given written notice of all violations. The county clerk shall accept designated fines and issue receipts therefor.~~

~~(d) The personnel authorized to enforce the provisions of this section shall issue civil citations for fines not to exceed two hundred fifty dollars (\$250.00) for the first violation and five hundred dollars (\$500.00) for each additional violation. Each incident of a continuing violation shall be deemed a separate additional violation.~~

~~(e) Payment shall be made, either by mail or in person, to the violations bureau within the time specified upon the citation. If such person follows this procedure, he shall be deemed to have admitted to the infraction and to have waived his right to a hearing on the issue of the commission of the infraction.~~

~~(f) All fines collected as a result of said citations shall be paid into the county treasury and deposited in the fine and forfeiture fund.~~

~~(g) Any person who fails to make payment within the time period specified on the citation shall be deemed to have waived his right to pay the civil penalty as set forth in the citation and shall appear before the county court.~~

~~(h) Any person who elects to appear before the court to contest the citation shall be deemed to waive his right to pay the civil penalty. The court, after a hearing, shall make a finding as to whether a violation has occurred and may impose a civil penalty not to exceed five hundred dollars (\$500.00) plus court costs.~~

(i) ~~If a person fails to pay the civil penalty or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and, in such case, a default judgment shall be entered and the judge shall impose a fine at that time. If the fine is paid, the case shall be dismissed. If the fine is not paid, judgment may be entered up to the maximum civil penalty of five hundred dollars (\$500.00) plus court costs.~~

(j) ~~Any person who refuses to sign and accept a citation issued pursuant to this section shall be guilty of a misdemeanor of the second degree, punishable as provided by Florida Statutes, §§ 775.082, 775.083, and 775.084.~~

(k) ~~Failure to comply with the requirements of sections 9-35(d) and 9-36 shall also constitute a violation of county ordinance, including the consumer affairs ordinance of the county (Ord. No. 77-10, as amended), and upon conviction, shall be deemed a misdemeanor of the second degree and shall be punishable by a fine not to exceed five hundred dollars (\$500.00) per violation, or imprisonment not exceeding sixty (60) days, or both such fine and imprisonment, pursuant to section 125.69(1), Florida Statutes. Each incident of continuing violation and each day of noncompliance shall be considered a separate offense. In addition to the sanctions contained herein, the county may bring an action in the circuit court to enforce this article. The court in such an action shall have right to grant such relief as the court finds necessary to redress injury to persons resulting from a violation of this article and the county shall take any other appropriate legal action, including but not limited to, cease and desist orders, other administrative action and requests for temporary and permanent injunctions to enforce the provisions of this article. It is the purpose of this section to provide additional cumulative remedies.~~

(a) The Sheriff of Palm Beach County, other law enforcement agencies including municipal law enforcement agencies, county and municipal code enforcement officers, public safety personnel, and any other enforcement personnel as authorized by the county administrator, are authorized to enforce the provisions of this article, including, but not limited to, any rules or orders issued pursuant to Section 9-35.

(b) Any person violating any provision within Chapter 252, Florida Statutes, any rule or order made pursuant to the authority provided therein, or any rule or order made pursuant to the authority provided under this article, including, but not limited to, any

1 rules or orders issued pursuant to Section 9-35, is guilty of a misdemeanor of the second
2 degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes.

3 (c) Violations of any rule or order made pursuant to the authority provided under this
4 article, including, but not limited to, any rules or orders issued pursuant to Section 9-35,
5 may also be enforced through the issuance of civil citations as follows.

6 1. The county court shall have jurisdiction over all civil citations issued pursuant to
7 this article.

8 2. The county shall maintain a system by which violators are given written notice
9 of all violations. The county clerk shall accept designated fines and issue
10 receipts therefor.

11 3. Authorized enforcement personnel who have reasonable cause to believe that a
12 person has committed an act in violation of this article, shall issue civil citations
13 for fines not to exceed two hundred fifty dollars (\$250.00) for the first violation
14 and five hundred dollars (\$500.00) for each additional violation. If the person
15 who has committed the violation does not contest the citation, the fines shall not
16 exceed one hundred twenty five dollars (\$125.00) for the first violation and two
17 hundred fifty dollars (\$250.00) for each additional violation.

18 4. Payment shall be made, either by mail or in person, to the violations bureau to
19 the location and within the time specified upon the citation. If such person
20 follows this procedure, the person shall be deemed to have admitted to the
21 infraction and to have waived their right to a hearing on the issue of the
22 commission of the infraction.

23 5. All fines collected by the county as a result of said citations shall be paid into
24 the county treasury and deposited in the fine and forfeiture fund. All fines
25 collected by a municipality as a result of said citations shall be paid into the
26 respective municipal treasury.

27 6. Any person who fails to make payment within the time period specified on the
28 citation shall be deemed to have waived the right to pay the civil penalty as set
29 forth in the citation and shall appear before the county court.

30 7. Any person who elects to appear before the court to contest the citation shall be
31 deemed to waive the right to pay the civil penalty. The court, after a hearing,

- 1 shall make a finding as to whether a violation has occurred and may impose a
2 civil penalty not to exceed five hundred dollars (\$500.00) plus court costs.
- 3 8. If a person fails to pay the civil penalty or fails to appear in court to contest the
4 citation, he shall be deemed to have waived his right to contest the citation and,
5 in such case, a default judgment shall be entered and the judge may impose a
6 penalty up to the maximum civil penalty of five hundred dollars (\$500.00) plus
7 court costs.
- 8 9. Any person who refuses to sign and accept a citation issued pursuant to this
9 section shall be guilty of a misdemeanor of the second degree, punishable as
10 provided by Florida Statutes, §§ 775.082 or 775.083.
- 11 (d) Violations of any rule or order made pursuant to the authority provided under this
12 article, including, but not limited to, any rules or orders issued pursuant to Section 9-35,
13 may also be enforced by authorized enforcement personnel pursuant to the terms and
14 procedures in F.S. Ch. 162, Local Government Code Enforcement Boards Act, and
15 Article 10 of the Palm Beach County Unified Land Development Code, all as may be
16 amended or recodified from time to time. Pursuant to § 162.09(2)(d), Fla. Stat., a code
17 enforcement board or Palm Beach County Special Master may impose fines that shall
18 not exceed \$1,000 per day per violation for a first violation, \$5,000 per day per
19 violation for a repeat violation, and up to \$15,000 per violation if the code enforcement
20 board or Palm Beach County Special Master finds the violation to be irreparable or
21 irreversible in nature. In determining the amount of the fine, the code enforcement
22 board or Palm Beach County Special Master shall consider (1) the gravity of the
23 violation; (2) any actions taken by the violator to correct the violation; and (3) any
24 previous violations committed by the violator.
- 25 (e) The provisions of this article, including, but not limited to, any rules or orders issued
26 pursuant to Section 9-35, may also be enforced by the county administrator ordering the
27 closure of any noncompliant establishment, including, but not limited to, any
28 commercial business location, place of public accommodation, or any other
29 noncompliant physical location, for a duration of time that is tailored to protect the
30 health, safety, and welfare of the people of Palm Beach County under the circumstances
31 presented by the specific emergency.

(f) Each violation of any rule or order made pursuant to the authority provided under this article, including, but not limited to, any rules or orders issued pursuant to Section 9-35, shall constitute a separate offense and shall be punishable as such.

(g) Nothing herein shall limit any other enforcement mechanisms authorized by law, including, but not limited to, the right to seek injunctive or any other equitable relief.

SECTION 5. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Palm Beach County, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

SECTION 6. SAVINGS CLAUSE:

Notwithstanding anything to the contrary, all provisions of Palm Beach County Code Chapter 9, codifying Palm Beach County Ordinances No. 92-37, 98-23, 05-043, and 2011-020, are specifically preserved and remain in full force and effect for the limited purpose of enforcing any alleged violations of said Code which occurred prior to its repeal or amendment.

SECTION 7. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

SECTION 8. REPEAL OF LAWS IN CONFLICT:

All local ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9. ENFORCEMENT:

This Ordinance is enforceable by all means provided by law. Additionally, the County may choose to enforce this Ordinance by seeking injunctive relief in the Circuit Court of Palm Beach County.

Coding: Words in ~~strike-through~~ type are deletions from existing text. Words in underscored type are additions.

SECTION 10. PENALTY:

Any violation of any portion of this Ordinance shall be punishable as provided by law.

SECTION 11. CAPTIONS:

The captions, section headings, and section designations used in this Ordinance are for convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

SECTION 12. EFFECTIVE DATE:

Pursuant to Section 125.66(3), Florida Statutes, this Emergency Ordinance shall be transmitted by the clerk of the board of county commissioners by e-mail to the Department of State. It shall be deemed to be filed and shall take effect when a copy has been accepted and confirmed by the department by e-mail.

APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach County, Florida, on this the 28th day of July, 2020.

SHARON R. BOCK, CLERK

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: 

Deputy Clerk

By: 

Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

County Attorney

Filed with the Department of State on the 28th day of July, 2020



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

July 28, 2020

Honorable Sharon R. Bock
Clerk and Comptroller
Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401

Attention: Mr. Timothy Montiglio

Dear Ms. Bock:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Palm Beach County Ordinance No. 2020-013, which was filed in this office on July 28, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

Order No. 2020-017



**EMERGENCY ORDER NUMBER 17
PALM BEACH COUNTY COVID-19
ADOPTION OF STATE EXECUTIVE ORDERS BY REFERENCE AND
ENFORCEMENT OF COUNTY EMERGENCY ORDERS**

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Palm Beach County; and

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a state of emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and

WHEREAS, on March 13, 2020, President Trump declared a national emergency concerning COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a local State of Emergency due to the Coronavirus pandemic, which has since been extended in accordance with applicable law; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-70, which closed various establishments in Palm Beach County and vested in the County Administrator the power to enforce, relax, modify, or remove those closures, as warranted; and

WHEREAS, on March 24, 2020, Governor DeSantis also issued Executive Order 20-83 directing the State Surgeon General and the State Health Officer to issue a public health advisory for senior persons and persons that have a serious underlying medical condition that places them at a high risk of severe illness from COVID-19 to stay at home. Such conditions include, but are not limited to, chronic lung disease or moderate to severe asthma, serious heart conditions, immunocompromised status, including those in cancer treatment, and severe obesity; and

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WHEREAS, on March 26, 2020, the County Administrator, pursuant to her emergency management powers under state law and local ordinance, issued an emergency order directing the closure of all noncritical businesses in Palm Beach County, subject to certain conditions and limitations, as thereafter amended; and

WHEREAS, on April 27, 2020, as part of a coordinated effort with the local municipalities and the adjoining counties, the County Administrator reopened certain parks, golf courses, and other recreational facilities in Palm Beach County pursuant to the guidelines in Palm Beach County Emergency Order 2020-005, as thereafter amended; and

WHEREAS, Governor DeSantis has issued a number of subsequent Executive Orders in response to the COVID-19 pandemic, including Executive Order 20-112, a Phase 1: Safe Smart Step-by-Step Plan for Florida's Recovery, under which the Governor re-opened certain businesses, and Executive Order 20-120 which, among other things, served to include Palm Beach County under Phase 1, and Executive Order 20-123, in which the Governor extended and brought all Florida counties into Full Phase 1; and

WHEREAS, Palm Beach County remains in Phase 1 with regard to business activities in accordance with Executive Order 20-123 and Executive Order 20-139 issued by Governor DeSantis on June 3, 2020. Among other things, the Phase 1 restrictions allow indoor seating in restaurants at 50% capacity with appropriate partitioning in place between parties. Outdoor seating and take-out service is permitted; however, bar counters remain closed to seating, and eating at bars within restaurants is not allowed. Bars and nightclubs remain closed in Palm Beach County; and

WHEREAS, Palm Beach County experienced a sharp increase in the number of positive cases of COVID-19 in late May, June and July, including greater numbers of cases in the teen and young adult age categories. Over 33,000 positive cases had been reported by the end of July. Elospital bed utilization, including ICU bed use, also increased during the same time period due to COVID-19; and

WHEREAS, on July 14, 2020, in consideration of the foregoing, the Palm Beach County Board of Commissioners directed the County Administrator to rescind the County's request to Governor DeSantis for Palm Beach County to enter Phase 2: Safe Smart Step-by-Step Plan for Florida's Recovery; and

WHEREAS, in order to respond to these sharp increases in positive COVID-19 cases and to increase public awareness of the safety and sanitation measures required to protect public health, the County Administrator has mandated the wearing of facial coverings in all businesses, establishments, and in public spaces and requiring retail establishments and restaurants to post signage containing information regarding sanitization, social distancing, and facial covering

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requirements. The County Administrator has also restricted the operating hours of restaurants and other establishments where individuals may gather; and

WHEREAS, it has been determined that education, compliance, and enforcement are important components of the State and County COVID-19 containment strategies.

NOW, THEREFORE, IT IS HEREBY ORDERED pursuant to Palm Beach County Code Chapter 9, Article II, Sections 9-35 and 9-37, as well as the authorities granted to me by Declaration of Emergency issued by Governor DeSantis in Executive Order 20-52, by Chapter 252, Florida Statutes, by the Board of County Commissioners, by the Palm Beach County Comprehensive Emergency Management Plan, and as otherwise provided by law, I hereby order as follows:

1. **Adoption by Reference of State Executive Orders.**

Any and all executive orders issued by the State of Florida related to COVID-19, prior to or after the effective date of this Order, that are applicable to Palm Beach County ("State Order"), including, but not limited to, State of Florida Executive Order 2020-70 (Emergency Management – COVID-19 – Broward and Palm Beach County Closures); State of Florida Executive Order 2020-89 (Emergency Management – COVID-19 – Miami-Dade County, Broward County, Palm Beach County, Monroe County Public Access Restrictions); State of Florida Executive Order 2020-91 (Essential Services and Activities During COVID-19 Emergency); State of Florida Executive Order 2020-112 (Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery); State of Florida Executive Order 2020-120 (Expanding Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery); State of Florida Executive Order 2020-123 (Full Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery); and State of Florida Executive Order 2020-131 (Expanding Full Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery) are hereby adopted by reference as if the State Order were a Palm Beach County issued emergency order and may be enforced as such.

2. **Closures of Establishments for Failure to Comply with Emergency Orders.** In addition to being subject to the other penalties set forth in Section 9-37 of the County's Code of Ordinances, and penalties otherwise authorized by law, any establishment, including, but not limited to, any commercial business location, place of public accommodation, or any other physical location ("Business Establishment"), that operates in a manner inconsistent with or otherwise in violation of any Palm Beach County emergency order or any State Order may be ordered to close immediately. If a Business Establishment was never authorized to be open in the first place, then it shall remain closed until it is authorized to be open by appropriate order. If a Business Establishment is generally authorized to be open pursuant to applicable emergency orders, but has been ordered to shut down because

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it is operating in a manner inconsistent with or otherwise in violation of applicable orders, then such Business Establishment may reopen only after: (1) a minimum of a twenty-four (24) hour period during which the establishment shall conduct a thorough review of the County's applicable emergency orders, including, but not limited to, Emergency Orders 2020-012 and 2020-015, as amended and extended, and all applicable attachments thereto, and take all necessary measures to bring the establishment into compliance with the requirements of such emergency orders; and (2) submitting a fully executed attestation under penalty of perjury by the owner, general manager, or chief executive officer of the establishment, in the form attached hereto, to the County by email to ComplianceReopening@pbcgov.org, attesting that the review has been completed and the required measures have been taken, and receipt of County's written acknowledgment of a valid executed attestation form. In addition, the Business Establishment shall, within five (5) calendar days after reopening, submit to inspection and be inspected by authorized enforcement personnel to confirm the violation has been corrected.

3. **Civil Penalties for Persons and Establishments for Failure to Comply with Emergency Orders.** In addition to any other enforcement mechanism set forth in this Order, Section 9-37 of the County's Code of Ordinances, or as otherwise authorized by law, any person or Business Establishment that operates in a manner inconsistent with or otherwise in violation of any Palm Beach County emergency order or any State Order, may be issued a civil citation as follows:
- a. Pursuant to Section 9-37(c) of the County's Code of Ordinances, authorized enforcement personnel who have reasonable cause to believe that a person, in their individual capacity, has committed an act in violation of an emergency order, State Order, or is otherwise in violation of Article II of Chapter 9 of the County's Code of Ordinances, shall be fined twenty-five dollars (\$25) for the first violation, fifty dollars (\$50) for the second violation, and one-hundred dollars (\$100) for each additional violation. Business Establishments shall be fined two-hundred-and-fifty dollars (\$250) for the first violation, three-hundred-and-fifty dollars (\$350) for the second violation, and five-hundred dollars (\$500) for each additional violation.
 - b. In addition to the civil citations described in Section 3(a), pursuant to Section 9-37(d) of the County's Code of Ordinances, violations of any emergency order, State Order, or any other violation of Article II of Chapter 9 of the County's Code of Ordinances, may also be enforced pursuant to the procedures in F.S. Ch. 162, Local Government Code Enforcement Boards Act, and Article 10 of the Palm Beach County Unified Land Development Code. Pursuant to § 162.09(2)(d), Fla. Stat., a code enforcement board or Palm Beach County Special Master may impose fines that shall not exceed \$1,000 per day per

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violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the code enforcement board or Palm Beach County Special Master finds the violation to be irreparable or irreversible in nature.

4. **Criminal Penalties for Failure to Comply with Emergency Orders.** Pursuant to the authority granted in Sections 252.46 and 252.47, Florida Statutes, the Sheriff of Palm Beach County and other law enforcement authorities of the State, and the political subdivisions thereof, shall enforce the orders and rules issued pursuant to Sections 252.31 through 252.90, Florida Statutes. Any person violating any provision of Sections 252.31 through 252.90, Florida Statutes, or any rule or order made pursuant to the authority granted in Sections 252.31 through 252.90, Florida Statutes, is guilty of a misdemeanor of the second degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes.
5. **Other Enforcement Mechanisms authorized by law.** Nothing herein shall limit any other enforcement mechanisms authorized by law.

Each incident of a continuing violation under Sections 2 through 5 shall be deemed a separate additional violation.

6. **Conflicting Enforcement Provisions In Prior Orders Superseded.** It is intended that the foregoing enforcement provisions in this Order govern violations of any emergency order issued prior to or after the date of this Order. To the extent that any prior emergency order contains enforcement provisions inconsistent with this Order, they are superseded as to those inconsistencies.
7. **Applicability; Severability.** This Order supersedes and replaces any contrary provision in any prior emergency order. Except as superseded, all emergency orders remain in full force and effect. This Order applies to incorporated and unincorporated areas within Palm Beach County, but has no application outside of Palm Beach County. The provisions of this Order shall serve as minimum standards, and municipalities within Palm Beach County may establish more stringent standards within their jurisdictions, to the extent permitted by law. Any provision(s) within this Order that (i) conflict(s) with any state or federal law or constitutional provision, or (ii) conflict(s) with or are superseded by a current or subsequently-issued executive order of the Governor or the President of the United States, solely to the extent such executive order (a) expressly preempts the substance of this Order or (b) imposes stricter closures than set forth herein, shall be deemed inapplicable and deemed to be severed from this Order, with the remainder of the Order remaining intact and in full force and effect. If any section, paragraph, sentence, clause, phrase, or word of this Order is for any reason held by a court to be

Order No. 2020-017

unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Order. To the extent application of some or all of the provisions of this Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Order.

8. **Effective Date; Duration.** This Order shall be effective as of 12:01 a.m. on Saturday, August 8, 2020. This Order shall expire upon the expiration of the existing State of Local Emergency, as same may be extended by subsequent order or declaration, unless earlier terminated by subsequent order or Board of County Commissioners action.

PALM BEACH COUNTY

By: Verdenia Baker
County Administrator

8/7/20 Date

APPROVED AS TO
LEGAL SUFFICIENCY

By: Denise Marie Niemaii
County Attorney

ATTEST

CLERK & COMPTROLLER

By: Shawn R. Back

Order No. 2020-017

Attestation of Compliance with Palm Beach County's Reopening Guidelines

1. I am the _____ [POSITION] of _____ [NAME
OF ESTABLISHMENT], located at _____
[ADDRESS], and hereby affirm under penalty of perjury that I have reviewed all of Palm Beach
County's emergency orders, including, but not limited to, Emergency Orders 2020-012 and 2020-
015, as amended and extended, and all applicable attachments thereto, which were developed and
promulgated to limit the spread of COVID-19 and to allow certain establishments to operate safely
during this global pandemic.
2. I understand the establishment mentioned above may only operate in compliance with the
aforementioned emergency orders.
3. I affirm that the establishment mentioned above has taken all necessary steps to comply with the
aforementioned emergency orders.
4. I understand that future violations of any Palm Beach County emergency orders could result in
additional closures, fines, and even imprisonment in accordance with Sections 9-35 and 9-37 of the
Palm Beach County Code of Ordinances and as otherwise authorized by law.
5. I acknowledge that the establishment mentioned above is subject to inspection by authorized
enforcement personnel as authorized by law, including, but not limited to, per the terms of Palm
Beach County Emergency Order 2020-017.

Under penalties of perjury, I declare that I have read the foregoing Attestation and that the facts
stated in it are true.

Signature of owner or other authorized agent

Date

RESOLUTION NO. 20 - 33
ORDER RELAXING POOL RESTRICTIONS WITH CONDITIONS

WHEREAS, in response to the emergence of a novel coronavirus and the respiratory disease it causes (“COVID-19”), the World Health Organization (WHO) has officially characterized COVID-19 as a pandemic that constitutes a Public Health Emergency of International Concern; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order Number 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and accordingly the State Surgeon General and State Health Officer declared that a Public Health Emergency exists in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order Number 20-52 declaring a State of Emergency for the state of Florida in furtherance of efforts to respond to and mitigate the effects of COVID-19 throughout the state; and

WHEREAS, in order to fully and effectively respond to the developing threats posed by the novel coronavirus and its associated disease (COVID-19), and in coordination with ongoing emergency actions by the state and federal governments, the Pinellas County Board of County Commissioners (Board) passed Resolution 20-16 declaring a local state of emergency in Pinellas County (Resolution), and subsequently extensions and orders have been issued continuing the state of local emergency based on ongoing threats and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, on March 19, 2020, the Board adopted Resolution 20-17 closing all public beaches and public beach parking in Pinellas County, which order was subsequently extended to terminate with the state of local emergency; and

WHEREAS, in order to further protect the public, the Board adopted its Safer at Home Order by Resolution 20-20 on March 25, 2020, which among other things, restricted places of public assembly including closing publicly accessible pools; and

WHEREAS, the actions of the Board and cooperation of the public have helped “flatten the curve” and the opportunity exists to gradually lift restrictions as we continue to learn how to live with the pandemic; and

WHEREAS, Pursuant to §252.38(1), Florida Statutes, and Pinellas County Charter section 2.04 (k), the County has jurisdictional authority over the entire county for emergency management purposes.

NOW, THEREFORE, BE IT RESOLVED AND DECLARED by the Board of County Commissioners of Pinellas County, Florida, this 28th day of April 2020:

- 1) As an exception to the requirements imposed by Resolution 20-20, publicly accessible pools, including but not limited to community pools, pools located at apartments, hotels, motels, lodging establishments, condominiums and commercial business establishments as well as homeowners associations, may operate at 50% of stated pool maximum bathing load. Owners and operators shall adhere to CDC social distancing guidelines, including but not limited to; Persons shall not congregate in groups, and groups of more than 10 are prohibited; All persons not part of the same family unit must remain at least 6 feet apart. Owners and operators must follow the CDC guidelines for cleaning and disinfection of facilities.

Severability.

Any provision(s) within this Order that conflict(s) with any State or Federal law or constitutional provision, or conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States, shall be deemed inapplicable and deemed to be severed from this Order, with the remainder of the Order remaining intact and in full force and effect. To the extent application of some or all of the provisions of this Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Order.

Effective Date; Duration.

This Order will become effective on Thursday, April 30, 2020 at 6:00 A.M. local time.

This Order is in addition to the Executive Orders issued by Governor DeSantis.

This Order applies to incorporated and unincorporated areas within Pinellas County, but has no application outside of Pinellas County.

This order and prior resolutions and emergency orders remain in force and effect unless modified or superseded.

Commissioner Peters offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Seel, and upon roll call the vote was:

AYES: Gerard, Eggers, Justice, Long, Peters, Seel, and Welch.

NAYS: None.

ABSENT AND NOT VOTING: None.

APPROVED AS TO FORM

By: 
Office of the County Attorney

**Leon County
Board of County Commissioners
Notes for Agenda Item #15**

Leon County Board of County Commissioners

Agenda Item #15

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Revisions to Policy No. 03-16, "Holidays" to Include Juneteenth as a Paid Holiday for Leon County Government Employees

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice Wilson, Human Resources Director
Lead Staff/ Project Team:	Heather Peeples, Special Projects Coordinator

Statement of Issue:

As requested at the June 16, 2020 meeting, this item seeks Board consideration to establish Juneteenth (June 19th) as a paid holiday for Leon County Government employees.

Fiscal Impact:

This item has a fiscal impact. Per Leon County County Human Resources Policies & Procedures Section VII, "Attendance and Leave," specified employees who work on a designated holiday will be paid double time for all hours worked. In accordance with this policy, it is estimated that an additional paid holiday will have a fiscal impact of \$15,796 in holiday pay, which can be paid for from existing personnel budgets.

Staff Recommendation:

Option #3: Board direction.

Report and Discussion

Background:

At the June 16, 2020 meeting, the Board directed staff to provide an agenda item exploring the option to include Juneteenth (June 19th) as a Leon County Government employee paid holiday. Juneteenth celebrates the end of slavery in the United States. It is also known as Emancipation Day, Juneteenth Independence Day, and Black Independence Day. On June 19, 1865, Major General Gordon Granger arrived in Galveston, TX, and announced the end of the Civil War and the end of slavery. Although the Emancipation Proclamation came 2½ years earlier on January 1, 1863, many slave owners continued to hold their slaves captive after the announcement, so Juneteenth became a symbolic date representing African American freedom.

Analysis:

The following analysis provides an overview of Leon County Government's current holiday policy, the estimated fiscal impacts of providing an additional paid holiday, and a summary of current efforts to recognize Juneteenth as a state, federal, and local government holiday.

Leon County Government Holiday Policy

Leon County Government's current holiday schedule was established by the Board of County Commissioners in 2003 through the adoption of Policy 03-16, "Holidays." The intent of the policy is to establish a permanent holiday schedule that remains constant each year unless a formal request for change is made by the Board, Constitutional Officers or County Administration. Per the Policy, Leon County Government currently observes the following nine (9) holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Additionally, the policy provides Leon County Government employees with three (3) "swing days" or personal days each year.

This holiday schedule was initially adopted to ensure government office closures are consistent with both the City of Tallahassee and State of Florida. Annual holiday schedules for the offices of the Clerk of Courts, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector vary as each constitutional officer is responsible for establishing the holidays for their individual offices.

The possible revision to County Policy 03-16, "Holidays" (Attachment #1) adds Juneteenth to the permanent holiday schedule for all Leon County employees effective October 1, 2020. Per the Policy, if the Juneteenth holiday falls on Saturday, the preceding Friday will be observed as a holiday with all County offices closed. Likewise, when the holiday fall on Sunday, the following Monday will be observed.

As shown in Table #1, when compared to like-sized counties in the State, Leon County Government provides a comparable number of paid holidays and personal days. Should the Board choose to add Juneteenth to the annual holiday schedule, the total number of paid holidays provided by Leon County will continue to be within the range of like-sized counties.

Table #1 – Comparison of Like-Sized Counties: Holidays & Personal Days

Like-Sized Counties	# Scheduled Holidays	# Personal Days / Swing Days	Total Days
St. Lucie	11	2	13
St. Johns	12	1	13
Leon County	9	3	12
Alachua	10	2	12
Lake	10	2	12
Escambia	12	0	12
Osceola	10	1	11

Estimated Fiscal Impact

Per Leon County Human Resources Policies & Procedures Section VII, "Attendance and Leave," specified employees who work on a designated holiday will be paid double time for all hours worked. In accordance with this Policy, it is estimated that 77 employees would qualify to receive double time resulting in an estimated fiscal impact of \$15,796 if an additional paid holiday is provided. Table #2 provides a breakdown of the estimated cost by department, which can be paid for from existing personnel budgets. It should be noted that the estimated fiscal impact does not include the cost of lost productivity from closing County offices for an additional holiday.

Table #2 – Fiscal Impact of an Additional Paid Holiday (By Department)

Department	# Employees Receiving Double Time	Estimated Cost
Emergency Medical Services (EMS)	57	\$ 12,205.41
Office of Intervention & Detention Alternatives (IDA)	5	\$ 908.34
Public Works	2	\$ 407.00
Office of Resource Stewardship (ORS)	13	\$ 2,275.23
TOTAL	77	\$ 15,795.97

Efforts to Establish Juneteenth as a Government Holiday

While there have been several previous campaigns to recognize Juneteenth as a state or federal government holiday, the most recent efforts have been in response to the 155th anniversary of Juneteenth as well as the recent Black Lives Matter protests. As a result, in 2020, several large corporations including the National Football League (NFL), JCPenney, Twitter, and Nike also announced that Juneteenth would be a paid company holiday. The holiday has also been adopted by several state and local governments.

As of the writing of this item, no Florida counties have recognized Juneteenth as a paid holiday for county staff. However, in recent months, the following counties in other states have amended their annual holiday schedule to include Juneteenth:

- Fulton County, GA
- DeKalb County, GA
- Franklin County, OH
- Wake County, NC
- Multnomah County, OR
- Dane County, WI
- Milwaukee County, WI

Currently, 47 states and the District of Columbia have passed legislation recognizing it as a day of observance or a holiday when government offices are closed. In 1980, Texas became the first state to adopt Juneteenth as a paid holiday for state employees. As of the writing of this agenda item, an additional four states have designated Juneteenth as a paid government holiday in 2020: (1) New Jersey; (2) New York; (3) Massachusetts; and (4) Virginia.

Alternatively, 42 states including the State of Florida recognize Juneteenth as a day of observance. Currently, only Hawaii, North Dakota and South Dakota do not officially recognize Juneteenth. Florida has recognized Juneteenth as day of observance since 1991 following the passage of Florida Statute §683.21 which states:

- (1) June 19th of each year is hereby designated "Juneteenth Day" to commemorate the traditional observance of the day the slaves in Florida were notified of the Emancipation Proclamation.
- (2) The Governor may issue annually a proclamation designating June 19th as Juneteenth Day and calling on public officials, schools, private organizations, and all citizens to honor the historic significance of the day.

Florida Senator Randolph Bracy and Representative Fentrice Driskell have announced their intent to file bills in the upcoming 2021 Florida Legislative Session to establish Juneteenth as a State holiday. At the federal level, bills have also been introduced in both the U.S. House and Senate to establish Juneteenth Independence Day as a federal holiday. If passed in its current form, the Juneteenth National Independence Day Act (S. 4019 / H.R. 7232) would increase the number of annual federal holidays to 11; however, an amendment has been proposed to replace Columbus Day (2nd Monday in October) with the Juneteenth holiday. Should the Board wish to formally support the Juneteenth National Independence Day Act and similar state or federal legislation, Option #2 would direct the County Administrator to prepare a Resolution of support for the Board's consideration at an upcoming meeting.

Options:

1. Adopt the proposed revisions to Leon County Policy No. 02-10, "Holidays" to establish Juneteenth (June 19th) as a paid holiday for Leon County Government employees (Attachment #1).
2. Direct the County Administrator to prepare a Resolution in support of legislation to establish Juneteenth as a state and/or national holiday.
3. Board direction.

Recommendation:

Option #3 – Board direction.

Attachment:

1. Revised Policy No. 03-16, "Holidays"

2.03

Board of County Commissioners
Leon County, Florida
Policy No. 03-16

Title: Holidays
Date Adopted: ~~October 14, 2003~~ September 29, 2020
Effective Date: ~~January 1, 2004~~ October 1, 2020
Reference: n/a
Policy Superseded: Policy No. 02-10, "Holidays," adopted October 8, 2002; Policy No. 03-16, "Holidays," adopted October 14, 2003

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy ~~02-1003-16~~, "Holidays," adopted ~~October 8, 2002~~ October 14, 2003, is hereby ~~superseded and~~ amended and a revised policy is adopted in its place, to wit as follows:

This policy establishes a permanent Holiday Schedule for all Leon County employees ~~under the Board of County Commissioners~~. Beginning ~~January 1, 2004~~ October 1, 2020 and until such time the Holiday Policy is amended, the County shall observe the following holidays:

New Year's Day*
Birthday of Martin Luther King, Jr. (third Monday in January)
Memorial Day (last Monday in May)
Juneteenth
Independence Day
Labor Day, (first Monday in September)
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day*

If any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday. When these holidays fall on Sunday, the following Monday shall be observed as a holiday. (*If the New Years or Christmas Holiday falls on a Thursday, the following Friday shall be observed as a holiday.

If the New Years or Christmas Holiday falls on a Tuesday, the preceding Monday shall be observed as a holiday). The Holiday Schedule will remain constant each year unless a formal request for change is made by the Board, Constitutional Officers or County Administration.

In accordance with Leon County Human Resources Policies and Procedures, Section 7.06, Board

2.03

| Leon County employees will accrue ~~three (3) Swing Days~~ twenty-four (24) hours of Personal Days annually.

The Holiday Schedule for each year will be distributed by the Office of Human Resources to all Board employees and Constitutional Officers by November 1st of the preceding year.

Leon County
Board of County Commissioners
Notes for Agenda Item #16

Leon County Board of County Commissioners

Agenda Item #16

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Springs Restoration Grant Amendments for Construction of the Northeast Lake Munson and Woodville Sewer System Projects

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Theresa Heiker, P.E., Stormwater Management Coordinator

Statement of Issue:

This item seeks Board approval to modify the existing Florida Department of Environmental Protection Springs Restoration Grant Agreements to accept additional State funds for the construction of the Northeast Lake Munson Sewer System Project and Phase IA of the Woodville Sewer System Project.

Fiscal Impact:

This item has a fiscal impact. The Florida Department of Environmental Protection construction grants for the Northeast Lake Munson Sewer System Project and Phase 1A of the Woodville Sewer System Project provides funding in the amounts of \$1.85 million and \$3.75 million, respectively. The grants require an equal County match. The local match will be funded from the future County share of the Blueprint 2020 Water Quality funds. As the County's share of the Blueprint 2020 Water Quality funds are allocated on an annual basis the necessary match funds are not immediately available, therefore, for cash flow purposes, this item recommends obtaining a low interest line-of-credit to be used as necessary.

Staff Recommendation:

See next page.

Staff Recommendation:

- Option #1: Approve the Florida Department of Environmental Protection Springs Restoration Grant Amendment for construction of the Northeast Lake Munson Sewer System Project and authorize the County Administrator to execute the grant amendment (Attachment #1).
- Option #2: Approve the Florida Department of Environmental Protection Springs Restoration Grant Amendment for construction of Phase 1A of the Woodville Sewer System Project and authorize the County Administrator to execute the grant amendment. (Attachment #2)
- Option #3: Approve the Resolution and associated Budget Amendment Request (Attachment #3).
- Option #4: Authorize the County Administrator to procure a line-of-credit at the appropriate time for current and future Septic to Sewer grants to supplement Blueprint Water Quality funds.

Report and Discussion

Background:

This item seeks Board approval to modify the existing Florida Department of Environmental Protection (FDEP) Springs Restoration Grant Agreements to accept additional State funds for the construction of the Northeast Lake Munson Sewer System Project and Phase IA of the Woodville Sewer Project. This item also requests Board approval of a long-term financing plan to provide septic to sewer project matching dollars.

The Northeast Lake Munson and Woodville Sewer System Projects advance the following FY2017-FY2021 Strategic Initiatives and Bold Goal:

- Implement the adopted Basin Management Action Plan (BMAP) for Wakulla Springs including bringing central sewer to Woodville and implementing requirements for advanced wastewater treatment. (2016-13)
- Reduce nitrogen impacts in the PSPZ (Primary Springs Protection Zone) by identifying cost-effective and financially feasible ways including
 - Develop a septic tank replacement program. (2016-23A)
 - Evaluate requiring advanced wastewater treatment (AWT) for new construction. (2016-23B)
- Bold Goal: Upgrade or eliminate 500 septic tanks in the PSPZ. (BG2)

These particular Strategic Initiatives align with the Board's Environmental Strategic Priorities:

- (EN1) Protect the quality and supply of our water.
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.

During the June 20, 2017 budget workshop (ratified at the July 11, 2017 meeting) the Board approved funding the design and engineering for the Northeast Lake Munson Sewer System project through the acceptance of a \$2.75 million Springs Restoration Grant from FDEP and the commitment of \$2.75 million in matching funds from the County. The Board also approved funding the design and engineering for the Woodville Sewer System project through the acceptance of a \$1.5 million Springs Restoration Grant, and the commitment of \$1.5 million in matching funds from the County. To initiate the projects, the County's match was paid from general revenue capital reserves with the understanding that these funds would be paid back from the County's future share of the 2020 Blueprint Sales Tax Extension Water Quality and Stormwater Improvement funds.

Cumulatively, to support the multiple septic to sewer conversion projects, the County borrowed \$6.5 million from its capital improvement fund reserves to advance fund the sewer projects prior to the Blueprint dollars being available in FY 2020. The pay back of these funds commenced this fiscal year with the final payback occurring in FY 2023.

At the February 13, 2018 meeting the Board approved a commitment to fund the construction portion of the Woodville Sewer Project. The Woodville Sewer project is included in the seven-year “Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan” which was incorporated into the grant documents. This seven-year plan includes a commitment by both the County and State, subject to annual appropriation by both governments, to provide \$34 million or \$17 million each to construct the various phases of the Woodville Sewer Project.

At the June 19, 2018 meeting, the Board approved a contract for design and engineering services with Infrastructure Solution Services (ISS). Based on the engineer’s preliminary construction cost estimates, the \$34 million in funding commitment by the County and State for the Woodville sewer system will address 1,000 septic tanks. At the October 23, 2018 meeting the Board approved this preliminary plan that focuses on the denser developed areas in Woodville most suitable for sewer connections (Attachment #4) and allows the project to stay within the approved budget. The revised total project costs are \$37.45 million which is \$650,000 more than the existing \$36.8 million budget. FDEP staff concurred with the modifications and agreed to split the additional cost evenly with the County.

At the November 20, 2018 meeting, the Board authorized staff to contract with George & Associates Consulting Engineers, Inc. (G&A) for design and permitting services for the Northeast Lake Munson Sewer Project. During the design phase, substantial challenges were identified, including underlying karst features in the project area which required design modifications to add a second pump station and expand the associated transmission system. These challenges, among others, resulted in the overall project estimate being increased from \$5.5 million to \$9.2 million. FDEP agreed to split the additional costs evenly with the County.

To ensure the County maximizes grant leveraging opportunities, the Office of Management and Budget (OMB) coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. These efforts include contacting and communicating with previous funders for any new or forthcoming grant opportunities. Through timely submittals of reporting and invoices as well as satisfactory compliance with grant closeouts as well as on-site and desk monitoring by the granting agencies, Leon County has proactively positioned itself as a responsive and accountable funding partner. Because of this accountability, agencies often contact Leon County when grant funds become available. In addition, the County’s partnership with Patton Boggs also garners access to recently announced federal funding opportunities and OMB routinely monitors the federal Grants.gov portal for granting opportunities. The County aggressively seeks state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. With receipt of the CARES Act funding, the total County grant leverage ratio is \$7.28 to \$1; excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$32.14 to \$1.

Analysis:

NE Lake Munson Sewer Project

The proposed grant agreement provides \$1.85 million in additional State funds with a required \$1.85 million local match for construction of the Northeast Lake Munson Sewer project. This project will make sewer connections available and eliminate the need of septic tanks for approximately 263 family residences and commercial properties in the Lake Munson area.

Project design and permitting are being finalized while pursuing property and easement acquisitions. It is anticipated to acquire all easements and properties needed for this project and start construction in FY 2022. The City will own and operate the collection system after construction. An agreement is being finalized and will be presented to the Board at a future Board meeting to approve an interlocal agreement to transfer ownership of the system to the City upon completion.

Woodville Phase 1A Sewer Project

The proposed grant amendment provides \$3.75 million in State funds with a required \$3.75 million local match for construction of Woodville Sewer Project – Phase 1A in accordance with the Water Quality and Springs Protection Infrastructure Improvement Plan. Phase 1A includes the master pump station and the transmission system from Woodville to the City's collection system in the Marpan Commercial subdivision, together with a collection system serving approximately 218 residences and businesses in the central part of Woodville.

Project design and permitting are being finalized with a goal of advertising the Phase 1A work for construction bids in Fall 2020. The City will own and operate the collection system after construction. A separate agenda item will be presented to the Board to approve an interlocal agreement to transfer ownership of the system to the City upon completion.

Construction for remaining phases of the Woodville Sewer project (782 septic tanks) is subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year. The remaining outlying areas in the Woodville Sewer Community beyond the current project boundary may have future sewer systems (if State funding becomes available) or be more appropriate for other alternative wastewater treatment. The Comprehensive Wastewater Treatment Facilities Plan may result in recommendations for alternatives to sewer in these remaining outlying areas.

Long-term funding Options

In the 2019 County Grant Program Leveraging Status report, it was indicated that a long-term financing plan will be brought back for consideration upon receipt of the next septic to sewer grant. As additional dollars are awarded for the septic to sewer conversion projects for design and construction, it is recognized that long-term funding options might be needed to bridge the cash flow between near term construction of the sewer system and the long-term collection of the annual \$2.125 million allocated for Blueprint Water Quality funding.

As referenced in the background, the Blueprint Water Quality funding allocations are currently budgeted to pay back the \$6.5 million in capital improvement funds that were advanced to match existing septic to sewer grants for Woodside Heights, Belair/Annawood and NE Lake Munson. The planned payback will be completed in FY 2023.

Due to considerations such as easement acquisitions and design completion, current timelines for some of the projects have extended beyond the original estimates. Woodside Heights was completed last year, and the first phase of Belair/Annawood is currently under construction. The second phase of Belair/Annawood is currently in the easement acquisition phase and NE Lake Munson is in an extended design phase, which has caused a construction delay.

Current project planning analysis shows all phases completed by FY 2026, and Blueprint Water Quality funding dedicated as match for these projects completed in FY 2032. This funding gap between the construction of the sewer system and the collection of the funds dedicated to these projects, makes it necessary for the County to consider alternative funding sources to complete these projects within the agreed upon timeframe with FDEP.

In determining the best long-term funding options available, the Office of Management and Budget (OMB) researched several funding options for large-scale sewer conversion projects including: federal programs (Water Infrastructure Finance and Innovation Act (WIFIA), Community Development Block Grants (CDBG) and the USDA Rural Development Loans and Grants (USDA-RD); state programs (the State Revolving Trust Funds and the 319 (h) Education Grant); and other traditional financing options (Bonds, Commercial Paper and lines-of-credit).

After final review and in consultation with the County's financial advisor, it was determined that procuring a line-of-credit would be the most optimal, risk adverse option based on the flexibility needed due to the timing of the grant funds being allocated and the availability of the Blueprint dollars. Pursuing a low interest line-of-credit would also take advantage of very favorable borrowing terms available in the market. Current expectations are that the Federal Reserve will maintain low interest rates through FY 2023. Additionally, OMB continues to look for grant opportunities for these large-scale projects to leverage both FDEP and County dollars.

Recently a grant funding opportunity was identified through the Florida Department of Economic Opportunity (DEO) Community Development Block Grant Mitigation (CDBG-MIT) Rebuild Florida General Infrastructure Program. This program has \$475 million dollars dedicated for local governments and state agencies to develop large-scale mitigation activities that allow Florida communities to better withstand emergency related challenges. Funds are released in three rounds and the first round of grant funding is for \$150 million. The application cycle opened on June 15, 2020 and closed September 14, 2020. Leon County submitted four septic to sewer conversion grant projects for consideration that seek CDBG-MIT dollars to serve as match funding for the projects. The projects were Northeast Lake Munson and Phases 1B, 1C-1 and 1C-2 for the Woodville Sewer Conversion projects. The total amount requested for all four projects is \$19,423,891.

Currently, the grant does not have specific timelines after the submission date for award. If the project or projects are not approved, any funds not awarded in the first cycle will be rolled into the second cycle, which is anticipated to open in June or July of 2021 giving these projects another opportunity for funding.

Conclusion

FDEP is providing the County \$3.75 million in grant sewer funds for the Woodville Sewer Project and an increase in the funding for NE Lake Munson in the amount of \$1.85 million. Both projects require an equal County funding match. The County intends to match these funds with the future collection of Blueprint County dedicated Water Quality Funds. Since these funds are not available, a financial analysis showed that a low interest line-of-credit is the best option to fund additional sewer matches, which will be paid back from future Water Quality funds. Upon procuring a line-of-credit, funds would not be drawn until a project is ready for construction thereby minimizing any interest costs. In addition, the County has and continues to apply for grants that may secure additional match funding for these projects. Using existing Blueprint matching dollars and pursuing a line-of-credit allows the County the ability to construct the planned sewer systems while minimizing any borrowing costs.

Options:

1. Approve the Florida Department of Environmental Protection Springs Restoration Grant Amendment for construction of the Northeast Lake Munson Sewer System Project (Attachment #1) and authorize the County Administrator to execute the grant amendment.
2. Approve the Florida Department of Environmental Protection Springs Restoration Grant Amendment for construction Phase 1A of the Woodville Sewer System Project (Attachment #2) and authorize the County Administrator to execute the grant amendment.
3. Approve the Resolution and associated Budget Amendment Request (Attachment #3).
4. Authorize the County Administrator to procure a line-of-credit at the appropriate time for current and future Septic to Sewer grants to supplement Blueprint 2020 funds and authorize the County Administrator to execute.
5. Do approve the Florida Department of Environmental Protection Springs Restoration Grant Amendments for Northeast lake Munson and Phase 1A of the Woodville Sewer System Project.
6. Do not authorize the County Administrator to procure a line-of-credit at the appropriate time for current and future Septic to Sewer grants to supplement Blueprint 2020 funds.
7. Board direction.

Recommendation:

Options #1, #2, #3 and #4

Attachments:

1. FDEP and Leon County Grant Agreement Amendment 1 – Northeast Lake Munson Sewer
2. FDEP and Leon County Grant Agreement Amendment 1 – Woodville Sewer System Project
3. Resolution and associated Budget Amendment Request
4. Woodville Sewer Project Phasing Map

**AMENDMENT NO. 1
TO AGREEMENT NO. LP0110E
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
LEON COUNTY**

This Amendment to Agreement No. LP0110E (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Leon County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Northeast Lake Munson Sewer System Project, effective March 20, 2018; and,

WHEREAS, funding in the amount of \$2,750,000.00 was provided under Line Item 1606 of the 2017-2018 General Appropriations Act for the Northeast Lake Munson Sewer System Project; and,

WHEREAS, \$1,850,000.00 in additional funding for this Project was provided under Line Item 1606 of the 2017-2018 General Appropriations Act; and the total funding for this Agreement is now \$4,600,000.00; and,

WHEREAS, the Grantee has requested a revision in the scope of work, a reallocation of the budget for the project, and an extension of the Agreement to allow for the completion of tasks related to the increase in funding; and

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until June 30, 2023. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Agreement is deleted and replaced as follows:

The Grant Managers for this Agreement are identified below:

Department's Grant Manager

Name: Mary-Elizabeth Parker
Address: FDEP, Division of Water Restoration Assistance
3900 Commonwealth Blvd.
Tallahassee, Florida 32399-3000
Phone: (850) 245-2818
Email: Mary.E.Parker@dep.state.fl.us

Grantee's Grant Manager

Name: Theresa B. Heiker, P.E.
Address: Stormwater Management Coordinator
2280 Miccosukee Road
Tallahassee, Florida 32308
Phone: (850) 606-1526
Email: HeikerT@leoncountyfl.gov

3. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

4. Section 24. of Attachment 1 is deleted and replaced as follows:

Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the

- Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
 6. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
 7. **Attachment 5, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5**, shall hereinafter refer to **Attachment 5-1, Revised Special Audit Requirements**.
 8. **Exhibit A, Progress Report Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Revised Progress Report Form**.
 9. **Exhibit D, Payment Request Summary Form**, is hereby deleted in its entirety and replaced with **Exhibit D-1, Revised Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-1, Revised Payment Request Summary Form**.
 10. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP0110E to be duly executed, the day and year last written below.

LEON COUNTY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
County Administrator

By: _____
Secretary or Designee

Vincent S. Long
Print Name of Person to Sign

Trina Vielhauer, Director
Print Name and Title of Authorized Person

Date: _____

Date: _____

Mary-Elizabeth Parker, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (4 Pages)
Attachment	4-1	Revised Public Records Requirements (1 Page)
Attachment	5-1	Revised Special Audit Requirements (6 Pages)
Exhibit	A-1	Revised Progress Report Form (1 Page)
Exhibit	D-1	Revised Payment Request Summary Form (1 Page)

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Northeast Lake Munson Sewer System Project.

PROJECT LOCATION: The Project will be located in the Yon's Lakeside Estates and Idlewild neighborhoods, just south of Capital Circle SW and west of Crawfordville Road (State Road 319), which is located within Leon County; Lat/Long (30.3760, -84.2996). See Figure 1 for a location map.

PROJECT BACKGROUND: The Project will make service connections available for approximately 263 single family residences and commercial properties in Leon County (Grantee), adjacent to Lake Munson, currently on septic tanks. This project will result in a significant reduction in nutrient load leaching into the Floridan aquifer in the Wakulla Springs contribution area. Need for this project has been identified in the Florida Department of Environmental Protection's 2015 Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP), the 2035 City of Tallahassee Master Sewer Plan, and the Onsite Sewage Treatment and Disposal and Management Options Final Report. Wakulla Springs is an important recreational destination which receives approximately 200,000 visitors annually.

PROJECT DESCRIPTION: The full project will make central sanitary connections available for approximately 263 single family residences and commercial properties in South Leon County adjacent to Lake Munson, the extents of which are shown in Figure 1. The collection system, ranging in size from 8-inch to 12-inch diameter lines with two lift stations, will be designed for gravity sewer in accordance with City of Tallahassee standards, which will own and operate the system after construction and acceptance. The transmission system (primary lift station and force main) will connect to the City collection system at Capital Circle Southwest. Eliminating the onsite systems will result in a significant reduction in nutrient load leaching into Floridan aquifer in the Wakulla Springs contribution area.

This project grant is part of the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan (Figure 2), which may be amended, and requires pledged local contributions of up to 50% of the project costs for long-term water quality and springs restoration capital projects. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in Attachment 3-1, Figure 2, Leon County Water Quality and Springs Protection Infrastructure Improvement Plan. Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this Agreement to provide project funding to the Grantee for the next phase of the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan. Under this Agreement, Leon County project identified in Figure 2 will have priority consideration as funds become available and these projects do not have to be submitted each year through the Water Management District/Department springs evaluation process.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$4,600,000 from Leon County. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the proposed lift stations, force and gravity mains, sewer connections and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct two lift stations, force main, gravity mains, and provide connections to the existing sanitary sewer system for wastewater treatment by the City of Tallahassee's Tom P. Smith facility for approximately 263 single family residences and commercial properties in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$475,000	05/15/2018	12/31/2022
2	Construction	Contractual Services	\$4,125,000	05/15/2018	12/31/2022
Total:			\$4,600,000		

Figure 1

Northeast Lake Munson Septic to Sewer Project

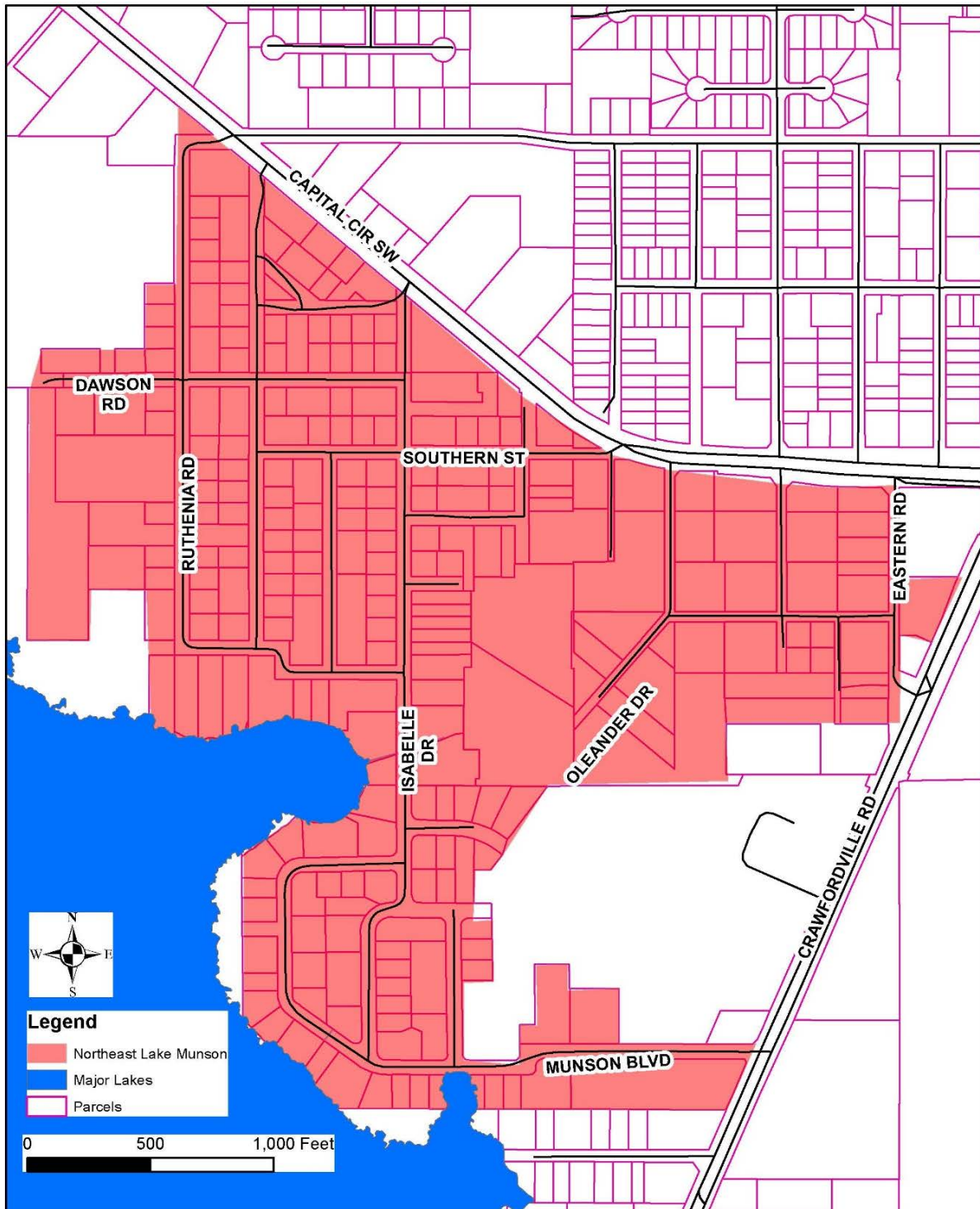


Figure 2

Leon County Water Quality and Springs Protection Infrastructure Improvement Plan														
Project Name	Project Number	Total Project Cost	Funding	COST by GRANT YEAR										
				Pre-SFY17	SFY2016-2017	SFY2017-2018	SFY2018-2019	SFY2019-2020	SFY2020-2021	SFY2021-2022	SFY2022-2023	SFY2023-2024	SFY2024-2025	SFY2025-2026
Leon County Septic to Sewer Project, FY 14-15	LP37110	\$75,000	STATE	\$75,000										
Lake Munson Target Area WW Improvements, Springs FY 14-15	LP37112	\$1,000,000	STATE	\$500,000										
Woodside Heights Sewer Connection, Springs FY 15-16	LP37112	\$4,600,000	STATE	\$1,950,000	\$350,000									
Advanced Septic Systems Pilot Project, Springs FY 16-17	LP01102	\$1,500,000	STATE	\$750,000	\$750,000									
Woodville Sewer System Project Phase I-A, Springs FY 16-17	LP37114	\$3,000,000	STATE		\$1,500,000									
Northeast Lake Munson Sewer System Project, Springs FY 17-18	LP0110E	\$9,200,000	STATE		\$4,600,000									
Belair/Annawood Sewer System Project, Springs FY 17-18	LP01108	\$3,500,000	STATE		\$1,750,000									
Septic System Upgrades, Springs FY 18-19	not requested	\$0	STATE			\$0	\$0							
Woodville Sewer System Project Construction 1A, Springs FY 19-20	LP37114	\$7,500,000	STATE					\$3,750,000						
Septic System Upgrades, Springs FY 19-20	funding moved to LP0110E	\$0	STATE					\$0	\$0					
Comprehensive Wastewater Treatment Facilities, FY 20-21		\$1,000,000	STATE						\$500,000					
Woodville Sewer System Project Construction 1B, Springs FY 21-22	LP37114	\$10,600,000	STATE							\$5,300,000				
Comprehensive Wastewater Treatment Facilities, FY 21-22		\$1,000,000	STATE							\$500,000				
Woodville Sewer System Project Construction 1C-1, Springs FY 22-23	LP37114	\$8,800,000	STATE								\$4,400,000			
Comprehensive Wastewater Treatment Facilities, FY 22-23		\$1,000,000	STATE								\$500,000			
Woodville Sewer System Project Construction 1C-2, Springs FY 23-24	LP37114	\$7,550,000	STATE									\$3,775,000		
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE									\$500,000		
Comprehensive Wastewater Treatment Facilities, FY 24-25		\$1,000,000	STATE										\$500,000	
Septic Systems Upgrade/Removal TOTALS		\$62,325,000	STATE	\$3,275,000	\$8,950,000	\$0	\$0	\$3,750,000	\$500,000	\$5,800,000	\$4,900,000	\$4,275,000	\$500,000	\$31,950,000
septic tanks addressed per project			LOCAL	\$2,450,000	\$8,200,000	\$0	\$0	\$3,750,000	\$500,000	\$5,800,000	\$4,900,000	\$4,275,000	\$500,000	\$30,375,000
NOTES:				235	376	100	286	396	274	421	100	100		2,288
1. The program reflects maximum local match of 50% for project phases.														

ATTACHMENT 4-1
REVISED PUBLIC RECORDS REQUIREMENTS

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 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 Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements 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 Part 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 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

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection GAA Line Item 1606	2017-2018	37.052	Florida Spring Grant Program	\$2,700,000	087870
Amendment No. 1	Department of Environmental Protection GAA Line Item 1606	2017-2018	37.052	Florida Spring Grant Program	\$1,850,000	087870
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$4,600,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Revised Progress Report Form**

DEP Agreement No.:	LP0110E
Project Title:	Northeast Lake Munson Sewer System Project
Grantee Name:	Leon County
Grantee's Grant Manager:	Theresa B. Heiker
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Task 2: Construction

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit D-1
Revised Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**AMENDMENT NO. 1
TO AGREEMENT NO. LP37114
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
LEON COUNTY**

This Amendment to Agreement No. LP37114 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Leon County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Woodville Sewer System Project, effective January 18, 2019; and,

WHEREAS, funding in the amount \$1,500,000.00 was provided under Line Item 1600 of the 2016-2017 General Appropriations Act for the Woodville Sewer System Project; and,

WHEREAS, \$3,750,000.00 in additional funding for this Project was provided under Line Item 1657 of the 2019-2020 General Appropriations Act; and the total funding for this Agreement is now \$5,250,000.00; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the project, and an extension of the Agreement is needed due to the addition funding and inclusion of the construction task; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein, to include the approved updates to the approved Leon County Multi-year Springs Improvement Plan; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2023. The reimbursement period for this Agreement begins on July 1, 2016 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
3. **Attachment 5, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5**, shall hereinafter refer to **Attachment 5-1, Revised Special Audit Requirements**.
4. **Exhibit A, Progress Report Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Revised Progress Report Form**.
5. **Exhibit C, Payment Request Summary Form**, is hereby deleted in its entirety and replaced with **Exhibit C-1, Revised Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit C**, shall hereinafter refer to **Exhibit C-1, Revised Payment Request Summary Form**.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP37114 to be duly executed, the day and year last written below.

LEON COUNTY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
County Administrator

By: _____
Secretary or Designee

Vincent S. Long
Print Name of Person to Sign

Trina Vielhauer, Director
Print Name and Title of Authorized

Date: _____

Date: _____

Mary-Elizabeth Parker, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type:</u>	<u>Letter/ Number:</u>	<u>Description (include number of pages):</u>
Attachment	3-1	Revised Grant Work Plan (4 pages)
Attachment	5-1	Revised Special Audit Requirements (7 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	C-1	Revised Payment Request Summary Form (1 page)

ATTACHMENT 3-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Woodville Sewer System Project Phase I.

PROJECT LOCATION: The Project location will include multiple sites located near Woodville Highway, and adjacent residential streets within the general area of the project's coordinates (30.3142, -84.2475). See Figure 1 for a site plan.

PROJECT BACKGROUND: The Woodville Sewer System Project Phase I will make service connections available for residential households and businesses currently served by onsite sewage treatment and disposal systems (OSTDS) to the City of Tallahassee TP Smith Water Reclamation Facility. This will result in a significant reduction in nutrient leaching into the Floridan aquifer in the Wakulla Springs contribution area. The need for this project was identified in the Florida Department of Environmental Protection's (Department's) Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP), the 2030 City of Tallahassee Master Sewer Plan, and the Onsite Treatment and Disposal and Management Options Final Report. Wakulla Springs is an important recreational destination which receives approximately 200,000 visitors annually.

PROJECT DESCRIPTION: Phase 1 of the Project is the design, permitting and construction of a collection and transmission system to make central sanitary sewer service connections available for approximately 1,011 residences and businesses, located in the areas indicated in the site plan. The collection system will be designed and constructed in accordance with City of Tallahassee (City) standards. The transmission system, master pump station, lift stations and force main, will connect to the existing City collection system near Capital Circle Southeast. The City will own and operate the system after construction and approval. The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

This project grant is part of the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan (Figure 2), which may be amended, and requires pledged local contributions of up to 50% of the project costs for long-term water quality and springs restoration capital projects. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in Attachment 3-1, Figure 2, Leon County Water Quality and Springs Protection Infrastructure Improvement Plan. Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this Agreement to provide project funding to the Grantee for the next phase of the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan. Under this Agreement, Leon County project identified in Figure 2 will have priority consideration as funds become available and these projects do not have to be submitted each year through the Water Management District/Department springs evaluation process.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$5,250,000 from Leon County. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee work with the City of Tallahassee to complete the design of the proposed lift station(s), force mains, and gravity mains and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct the sewer system upgrades in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$1,500,000	07/01/2016	06/30/2023
2	Construction	Contractual Services	\$3,750,000	07/01/2019	06/30/2023
Total:			\$5,250,000		

Note that, per paragraph 8.h. of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Note: The budget for this project is estimated and subject to change as the project progresses. A change order or amendment is expected to reallocate the budget.

Figure 1

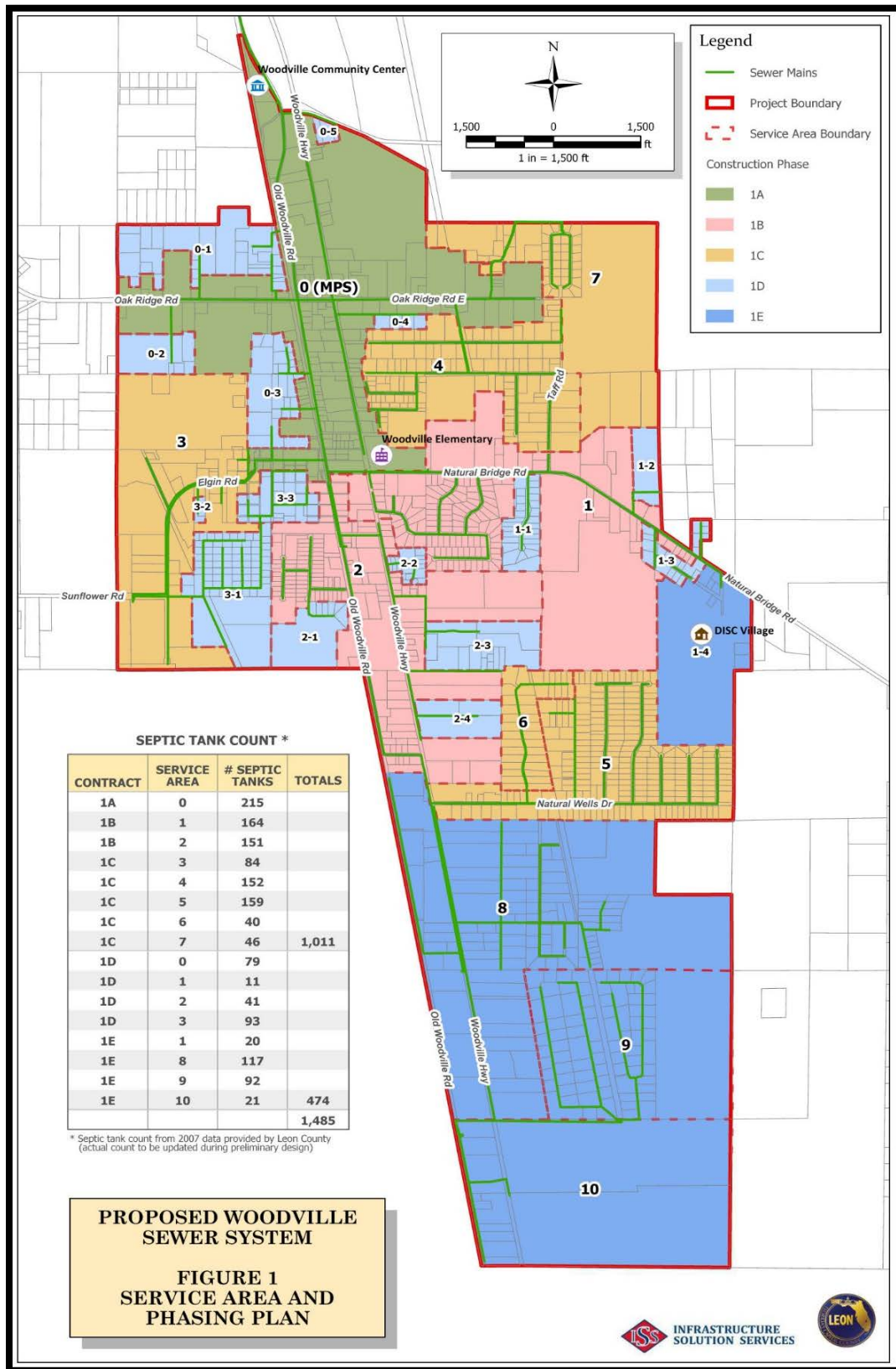


Figure 2

Leon County Water Quality and Springs Protection Infrastructure Improvement Plan														
Project Name	Project Number	Total Project Cost	Funding	COST by GRANT YEAR										
				Pre-SFY17	SFY2016-2017	SFY2017-2018	SFY2018-2019	SFY2019-2020	SFY2020-2021	SFY2021-2022	SFY2022-2023	SFY2023-2024	SFY2024-2025	SFY2025-2026
Leon County Septic to Sewer Project, FY 14-15	LP37110	\$75,000	STATE	\$75,000										
Lake Munson Target Area WW Improvements, Springs FY 14-15	LP37112	\$1,000,000	MATCH	\$500,000										
Woodside Heights Sewer Connection, Springs FY 15-16	LP37112	\$4,600,000	STATE	\$1,950,000	\$350,000									
Advanced Septic Systems Pilot Project, Springs FY 16-17	LP01102	\$1,500,000	MATCH	\$750,000	\$750,000									
Woodville Sewer System Project Phase I-A, Springs FY 16-17	LP37114	\$3,000,000	STATE		\$1,500,000									
Northeast Lake Munson Sewer System Project, Springs FY 17-18	LP0110E	\$9,200,000	MATCH		\$4,600,000									
Belair/Annawood Sewer System Project, Springs FY 17-18	LP01108	\$3,500,000	STATE		\$1,750,000									
Septic System Upgrades, Springs FY 18-19	not requested	\$0	MATCH			\$0	\$0							
Woodville Sewer System Project Construction 1A, Springs FY 19-20	LP37114	\$7,500,000	STATE				\$0	\$3,750,000						
Septic System Upgrades, Springs FY 19-20	funding moved to LP0110E	\$0	MATCH				\$0	\$0						
Comprehensive Wastewater Treatment Facilities, FY 20-21		\$1,000,000	STATE						\$500,000					
Woodville Sewer System Project Construction 1B, Springs FY 21-22	LP37114	\$10,600,000	MATCH						\$5,300,000					
Comprehensive Wastewater Treatment Facilities, FY 21-22		\$1,000,000	STATE						\$500,000					
Woodville Sewer System Project Construction 1C-1, Springs FY 22-23	LP37114	\$8,800,000	MATCH							\$4,400,000				
Comprehensive Wastewater Treatment Facilities, FY 22-23		\$1,000,000	STATE							\$500,000				
Woodville Sewer System Project Construction 1C-2, Springs FY 23-24	LP37114	\$7,550,000	MATCH							\$3,775,000				
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE							\$500,000				
Comprehensive Wastewater Treatment Facilities, FY 24-25		\$1,000,000	MATCH								\$500,000			
Septic Systems Upgrade/Removal TOTALS		\$62,325,000	LOCAL	\$3,275,000	\$8,950,000	\$0	\$0	\$3,750,000	\$500,000	\$5,800,000	\$4,900,000	\$4,275,000	\$500,000	\$31,950,000
septic tanks addressed per project				235	376	100	286	396	274	421	100	100		2,288
NOTES:														
1. The program reflects maximum local match of 50% for project phases.														

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 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 Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements 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 Part 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 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

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local

governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2016-2017	37.052	Florida Springs Grant Program	\$1,500,000	087870
Amendment No. 1	Florida Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program	\$3,750,000	087870
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$5,250,000	
-------------	-------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Revised Progress Report Form**

DEP Agreement No.:	LP37114
Project Title:	Woodville Sewer System Project Phase I
Grantee Name:	Leon County
Grantee's Grant Manager:	Theresa Heiker
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Preconstruction Activities:

- Progress for this reporting period:
- Identify any delays or problems encountered:

Task 2: Construction:

- Progress for this reporting period:
- Identify any delays or problems encountered:

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C-1
Revised Payment Request Summary Form**

The **Revised Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 29th day of September, 2020.

LEON COUNTY, FLORIDA

By: _____
Bryan Deloge, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

By: _____

FISCAL YEAR 2019/2020

BUDGET AMENDMENT REQUEST

No: BAB20035
Date: 9/11/2020

Agenda Item No: _____
Agenda Item Date: 9/29/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail: Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	062003	334354	000	Woodville Septic to Sewer	691,579	3,750,000	4,441,579
125	062008	334357	000	NE Lake Munson Septic to Sewer	2,288,950	1,850,000	4,138,950
							-
							-
Subtotal:						5,600,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	062003	56300	535	Improvements Other than Buildings	691,579	(691,579)	-
125	062003	56900	535	Infrastructure \$200,000 and Greater	-	4,441,579	4,441,579
125	062008	56300	535	Improvements Other than Buildings	2,288,950	(2,288,950)	-
125	062008	56900	535	Infrastructure \$200,000 and Greater	-	4,138,950	4,138,950
Subtotal:						5,600,000	

Purpose of Request:

This budget amendment appropriates \$5.6 million dollars in construction funding from the Florida Department of Environmental Protection. Funding in the amount of \$3,750,000 is for the Woodville Sewer System project and funding in the amount of \$1,850,000 is for the Lake Munson Sewer System project. The required matching funds will be secured by a line-of-credit prior to the releasing the projects for bid.

Division/Department

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution



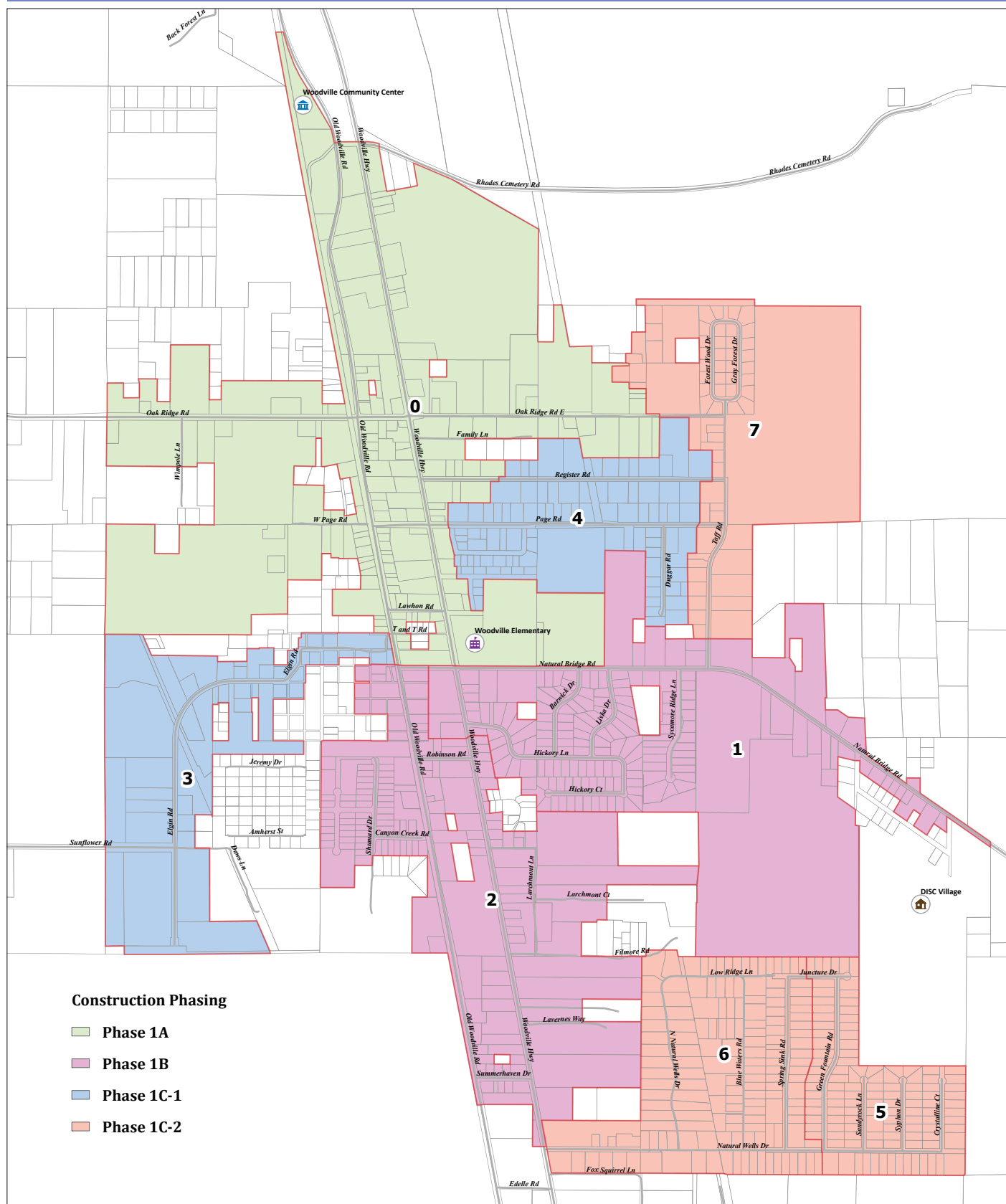
Motion



Administrator



WOODVILLE SEWER PROJECT CONSTRUCTION PHASING



HELP PROTECT
WAKULLA SPRINGS
AND YOUR
ENVIRONMENT!



MORE INFORMATION:
www.LeonCountyFL.gov/PrimarySpring

Mr. George Su, PE
Project Manager
(850) 606-1544

Mr. Felton Ard, PE
Customer Support Engineer
(850) 606-1544

Page 561 of 858



INFRASTRUCTURE
SOLUTION SERVICES

City of Tallahassee
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Posted September 21, 2020

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17

Leon County Board of County Commissioners

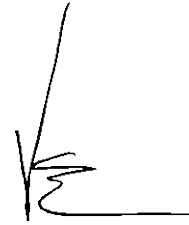
Agenda Item #17

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Bid Award for Leon County Detention Center Exterior Stair Renovations



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

Statement of Issue:

This item seeks Board approval to award the bid for the Leon County Detention Center exterior stair renovations to Southland Contracting, Inc. in the amount of \$337,008.

Fiscal Impact:

This item has a fiscal impact. The renovations have been budgeted and adequate funding is available in the Detention Facility Complex Maintenance Capital Improvement budget.

Staff Recommendation:

Option #1: Approve the bid award to Southland Contracting, Inc., in the amount of \$337,008 for the Leon County Detention Center exterior stair renovations (Attachment #1) and authorize the County Administrator to execute the Agreement.

Report and Discussion

Background:

This item seeks Board approval to award the bid for the Leon County Detention Center exterior stair renovations to Southland Contracting, Inc. in the amount of \$337,008. The scope of work for this project will include, but not be limited to, the removal of steel frame walkways and landings, flat roof area, repair of remaining steel frame, installation of new steel decking, painting steel frame, installing new steel guardrails and handrails (where required by code), and minor repairs to concrete block walls adjacent to the stairs as required. The stairs are currently failing due to severe rusting of the steel structure, water infiltration and degradation of the concrete stair treads and decks, as well as roof materials over the catwalks to the dorms from the central tower.

The project was originally bid on December 12, 2019 and resulted in two bid submissions; however both bids were rejected due to bid values exceeding the available project budget. The project was rebid with a reduced Scope of Work to include one stair tower as the base bid, and an additional stair tower as an Add Alternate.

Analysis:

The Invitation to Bid for the Leon County Detention Center Exterior Stair Renovations was advertised locally on May 29, 2020. A total of 1,305 vendors were notified through the automated procurement system. A total of 27 bid packages were requested and the County received two responsive bids. The lowest responsive bidder is Southland Contracting, Inc. in the amount of \$337,008 (\$204,682 for Base Bid and \$132,326 for the Add Alternate) (Attachment #2). By accepting the Add Alternate into the bid award, the County will save approximately 35% for the cost of an additional stair, therefore staff recommends approval of the Base Bid and Add Alternate. The second lowest bid by Oliver Sperry Renovation and Construction, Inc. was in the amount of \$437,980, a difference of \$100,972.

The Minority, Women and Small Business Enterprise (MWSBE) Division determined that Southland Contracting, Inc. provided a satisfactory Good Faith Effort Form and supporting documentation which included contacting painting and welding subcontractors (Attachment #3). The MWSBE Division reviewed MWSBE Participation Plans submitted by the bidders to determine if the 10% Aggregate MWBE aspirational goal for subcontracting was achieved; however, Southland Contracting, Inc. did not meet the MWBE aspirational goal. If awarded the bid, the Office of Economic Vitality will work with Southland Contracting, Inc. to increase MWBE utilization for these subcontracting opportunities.

Options:

1. Approve the bid award to Southland Contracting, Inc. in the amount of \$337,008 for the Leon County Detention Center Exterior Stair Renovations (Attachment #1) and authorize the County Administrator to execute the Agreement.
2. Do not approve the bid award to Southland Contracting, Inc. in the amount of \$337,008 for the Leon County Detention Center Exterior Stair Renovations.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Draft Agreement
2. Bid Tabulation Sheet
3. MWSBE analysis memorandum

Attachment #1, the draft agreement, has not been attached to this item due to the voluminous nature of the file. However, it may be accessed through the following link:

https://www2.leoncountyfl.gov/coadmin/agenda/book/200929/Item17_Attachment01.pdf

**LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-07-07-20-53**

Attachment #2
Page 1 of 1

Bid Title: REBID – Leon County Detention Center Exterior Stair

Opening Date: Tuesday, July 7, 2020 at 11:30 AM

Item/Vendor	Westcott Const.	Southland Contracting	Oliver Sperry Ren.	
Response Sheet with Manual Signature	✓	✓	✓	
Respondent and Team Summary Form	✓		✓	
Affidavit Immigration	✓	✓	✓	
Equal Opportunity and Affirmative Action	✓	✓	✓	
Identical Tie Bid	✓	✓	✓	
Insurance Certification Form	✓	✓	✓	
Contractor's Business Information	✓	✓	✓	
Non-Collusion Affidavit	✓	✓	✓	
Certification/Debarment	✓	✓	✓	
MWBE Participation Plan Form	✓		✓	
MWBE Good Faith Effort Form		✓	✓	
MWBE Good Faith Effort Spreadsheet		✓	✓	
Local Vendor Certification	✓	✓	✓	
E-Verify	✓	✓	✓	
Base Bid	203,560.56	204,682.00	246,989.00	
Bid Bond	✓	✓	✓	

RECEIVED
JUL 27 2020 AM 11:31
PURCHASING DIVISION
LEON COUNTY

Tabulated By: Add Alt 1 175,657.86 132,326.00 190,991.00

Jay Kirtland



Inter-Office Memorandum

Date: July 13, 2020

To: Ken Cureton, Construction Manager II
Engineering Services Division – Department of Public Works

From: Darryl Jones, Deputy Director
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: Re-Bid Leon County Detention Center Exterior Stair Renovations Project
Bid (BC-07-07-20-53)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of three bid respondents to determine if the 10% Aggregate MWBE Aspirational Goal for Construction Subcontracting was achieved for the re-bid of the Leon County Detention Center Exterior Stair Renovations project.

The submitted MWBE Participation Plans for each bidder are as follows:

WestScott Construction, Inc. – did not meet the MWBE Aspirational Goal for Construction Subcontracting; and the Good Faith Effort Form was not completed nor supporting documentation provided. The MBE firm listed below is the firm WestScott Construction, Inc. intends to utilize on this project. Failure to complete the Good Faith Documentation Effort form and to provide documentation of all activities completed by the Respondent at the time of submission may result in the Respondent being deemed non-responsive to the solicitation. Therefore, WestScott Construction, Inc. is not responsive to this solicitation

Total Bid Amount	\$203,560.56				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Anchor Construction Group	Native American Male	Tallahassee-Leon County OEV	Concrete	\$14,500	.07%
Total MWBE Dollars					\$14,500
Total MWBE Utilization Percentage					.07%

Southland Contracting, Inc. - did not meet the MWBE Aspirational Goal for Construction Subcontracting; however the Good Faith Effort Form was completed and supporting documentation was provided. Painting and welding firms were contacted, by phone and email. Therefore, Southland Contracting, Inc. is responsive to this solicitation.

Total Bid Amount	\$204,682				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
None	N/A	N/A	N/A	\$0	0%
Total MWBE Dollars					\$0
Total MWBE Utilization Percentage					0%

Oliver Sperry Renovation and Construction, Inc. - met the MWBE Aspirational Goal for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The WBE firm listed below is the firm **Oliver Sperry Renovation and Construction, Inc.** intends to utilize on this project.

. Total Bid Amount	\$246,989				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Tallahassee Welding	Non-Minority Female	Tallahassee Leon County OEV	Steel Fabrication	\$128,064	51%
Total MWBE Dollars					\$128,064
Total MWBE Utilization Percentage					51%

Leon County
Board of County Commissioners
Notes for Agenda Item #18

Leon County Board of County Commissioners

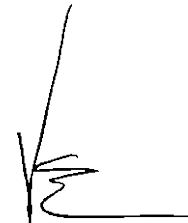
Agenda Item #18

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Bid Award for Janitorial Services at Leon County Facilities



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Shelly Kelley, Director, Purchasing Division John Leeds, Operations Director, Office of Resource Stewardship

Statement of Issue:

This item seeks Board approval to award the bid for janitorial services at Leon County facilities, to two vendors. Due to the number of and distance between sites, the bid includes five Groups of facilities, two of which would be awarded to ACP Facility Services and three of which would be awarded to local vendor C&L Associates of Tallahassee, Inc.

Fiscal Impact:

This item has a fiscal impact. Adequate funds are available in the all respective operating budgets.

Staff Recommendation:

- Option #1: Approve the bid award for janitorial services at Leon County facilities and authorize the County Administrator to execute two agreements (Attachment #1) subject to legal review by the County Attorney to:
- ACP Facility Services for Groups 3 and 4 in the amount of \$203,115.02; and
 - C&L Associates of Tallahassee, Inc., for Groups 1, 2, and 5 in the amount of \$704,542.01.

Report and Discussion

Background:

This item seeks Board approval to award the bid for janitorial services at Leon County Facilities to two vendors. The existing custodial services contracts expire October 31, 2020, and a new bid was required to procure new services as the existing contracts could no longer be extended.

Specialty services, such as deep cleaning of floors (hot water extraction, waxing, etc.), were previously a component of the custodial contract. However, to manage costs and quality, the specialty services have been removed resulting in the new janitorial bid scope. Such services will be advertised separately to target a different set of vendors that specialize in these types of services.

Janitorial vendors operate in a total of 35 Leon County facilities which amounts to over 1 million square feet of covered space. Facilities were grouped based on proximity and/or function so that vendors could bid on each individual Group.

Leon County facilities are Grouped as follows:

- Group 1: Courthouse, Government Annex Building (Bank of America), and Traffic Court
- Group 2: N.E. Branch, Eastside Branch, Fort Braden Branch, B.L. Perry Branch, Lake Jackson Branch, Woodville Branch, and Main Libraries.
- Group 3: Public Works, Purchasing, Fleet Management, Office of Resource Stewardship, AgCenter, Amtrak Station Building, Lake Jackson Tax Collectors, Elections Voting Center, and Solid Waste Complex.
- Group 4: Robert Stevens Clinic, Southside Health Clinic, Amtrak Dental Clinic, Community Services Building, Medical Examiner, and Main Health Department.
- Group 5: Public Safety Complex.

Each facility has a night crew that cleans, mops, vacuums, and empties trash in the evenings. Day Porters provide continued cleaning support during the day and respond to special incidents. Part-time to full-time Day Porters are utilized in the following facilities: Courthouse, Government Annex Building (Bank of America), Main Library, Robert Steven Clinic, Southside Health Clinic, Amtrak Dental Clinic, Community Services Building, and the Public Safety Complex.

Analysis:

On July 27, 2020, the Invitation to Bid (ITB) for the Leon County janitorial services, continuing services contract, was advertised through ProcureNow, the Purchasing Division's e-procurement portal. A total of 854 vendors were notified and 27 vendors downloaded the bid package, which resulted in five (5) proposals being received and opened by the County on August 27, 2020. One

(1) proposal did not meet the minimum requirements and was deemed unresponsive. The lowest responsive/responsible bidders based on Groups (Attachment #2) are as follows:

1. ACP Facility Services for Groups 3 and 4 in the amount of \$203,115.02; and
2. C&L Associates of Tallahassee, Inc., for Groups 1, 2, and 5 in the amount of \$704,542.01.

Bidders had the option of bidding on any or all of the five Groups of facilities and awards are made by Group.

ACP Facility Services was deemed the lowest bidder for Group 3 and Group 4. ACP does not currently provide services in this region, and its offices are based in Woburn, MA. However, ACP Facility Services has committed to mobilizing an area service manager and completing all related recruitment and training of staff to ensure a successful start prior to the November 1, 2020 start date.

C&L Associates of Tallahassee, Inc., was the lowest bidder on Group 1, which includes the Courthouse, Government Annex Building (Bank of America), and the Court Annex Building (Traffic Court). Pursuant to the Purchasing Policy No. 96-1, local vendors are awarded a 5% price preference in bidding. Since C&L Associates is a local vendor and their price was within 5% of the apparent low bidder (who was not a local vendor), C&L Associates becomes the low bidder for Group 2 which includes all libraries and Group 5 which is the Public Safety Complex. For reference, C&L was 3.59% higher than the lowest bid for Group 2 and 0.36% higher for Group 5.

The ITB provided competitive pricing with a cumulative savings across the five Groups of over \$17,000 annually from the previous fiscal year. These savings are in large part anticipated to offset the cost associated with the separate bid for specialty services, such as the deep cleaning of floors. The specialty services are anticipated to be bid later this year.

The MWSBE Division does not recommend aspirational goals for this solicitation. Janitorial services are direct services and subcontracting opportunities are limited. In addition, MWBE goals have not been assigned to previous janitorial solicitations and certified firms have bid and been awarded contracts for these services. However, it should be noted that one of the vendors recommended for award, C&L Associate of Tallahassee, Inc., is a certified Women Business Enterprise.

Upon Board approval, the two agreements will be executed to establish a start date of November 1, 2020 to ensure continuity of services. These are annual contracts with the potential for yearly renewal for up to five years. Staff recommends approval of the bid award for janitorial services to ACP Facility Services and C&L Associates of Tallahassee, Inc.

Options:

1. Approve the bid award for janitorial services at Leon County facilities and authorize the County Administrator to execute two agreements (Attachment #1) subject to legal review by the County Attorney to:
 - a. ACP Facility Services for Groups 3 and 4 in the amount of \$203,115.02; and
 - b. C&L Associates of Tallahassee, Inc., for Groups 1, 2, and 5 in the amount of \$704,542.01.
2. Do not approve the janitorial services bid award.
3. Board direction.

Recommendation:

Option #1 a. & b.

Attachments:

1. Draft Agreement for C&L Associates of Tallahassee, Inc. with bid response
2. Draft Agreement for ACP Facility Services with bid response
3. Price comparison and bid tabulation

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 COMPANY, 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 Janitorial Services Countywide, in accordance with: 1) Solicitation # BC-08-27-20-61 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.

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.

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

The Agreement shall be for a period of one (1) year, commencing on October 1, 2020, and shall continue until September 31, 2021. After the initial one (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

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

5. PAYMENTS

The County shall make 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: John Leeds
Street Address: 1907 S Monroe Street
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5000
E-mail: leedsj@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: John Leeds
Street Address: 1907 S Monroe Street
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5000
E-mail: leedsj@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, its 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.
- 4) 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 (County is to be named as Additional Insured).

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 any licenses, certifications, and/or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, or any other applicable state or federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to

operate, the Contractor shall be in default as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of the Agreement unless Contractor provides written verification of its exempt status. See applicable sections of Title XXXVI, Business Organizations, Chapters 605 through 623, F.S.).

11. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services under this Agreement and that each person and entity that will provide the services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. The Contractor represents and warrants that the services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is false, the County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to the County, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

12. 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 them hereunder without the previous written consent of the County.

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. 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

15. MONITORING

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

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

16. TERMINATION

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

17. PUBLIC ENTITY CRIMES STATEMENT

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

18. UNAUTHORIZED ALIEN(S)

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

19. 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.

20. 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.

21. 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.

22. 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.

23. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to section 768.28, Florida Statutes.

24. THIRD PARTY BENEFICIARIES

Neither the County nor the Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

25. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. By entering into this Agreement, the County and Contractor hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

26. CONSTRUCTION

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

27. 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.

28. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and Contractor.

29. 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.

30. JOINT PREPARATION

The Parties have jointly prepared this Agreement, and this Agreement shall not be construed more strictly against either of the Parties.

31. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-08-27-20-61

Exhibit B – Vendor's Response to Solicitation #BC-08-27-20-61

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

BY: _____

DATE: _____

Approved as to Legal Sufficiency
Leon County Attorney's Office

BY: _____
Chasity H. O'Steen
County Attorney

DATE: _____

COMPANY

By: _____

Printed
Name _____

Title: _____

Date: _____



INVITATION TO BID

FOR

JANITORIAL SERVICES, CONTINUING SERVICES

BID NUMBER BC-08-27-20-61

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

RELEASE DATE: July 27, 2020

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

Janitorial Services, Continuing Services

- I. Important Instructions
- II. Introduction
- III. Bidding Process
- IV. Award and Contracting Process
- V. Minority, Women, Small Business (MWSBE) Enterprise
- VI. Required Certifications
- VII. Insurance Requirements
- VIII. Terms and Conditions
- IX. Vendor Questionnaire

Attachments:

- A - Bid Pricing Sheet
- B - Cleaning Plan
- C - Specifications
- D - Bid Response Cover Sheet
- E - Forms_for_Solicitations

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

I. IMPORTANT INSTRUCTIONS

A. 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. The County's preferred method of submission is to respond electronically via ProcureNow, however, bids may be submitted in person, by mail or other carrier.

If bidder prefers to provide a paper-based response, please submit an original copy and follow the instructions below:

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. BC-08-27-20-61
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.

B. 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).

C. 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 <https://secure.procurenow.com/portal/leoncounty/>. 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.

D. 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.

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

II. INTRODUCTION

A. Summary

Leon County is seeking the services of a qualified contractor to provide janitorial services for selected Leon County, Division of Facilities Management locations.

All services shall meet or exceed the performance specifications and requirements listed in this solicitation.

The solicitation is for the procurement of janitorial services and is separate and apart of the forthcoming specialty floor cleaning solicitation.

Leon County reserves the right to negotiate with the successful bidder(s) for any unforeseen additions or deletions that may occur during the term of the agreement.

B. Contact Information

Jay Kirkland

Purchasing Agent & Property Control Specialist
1800-3 N. Blair Stone Road
Tallahassee, FL 32308
Email: kirklandr@leoncountyfl.gov
Phone: [\(805\) 606-1600](tel:(805)606-1600)

Department:

Procurement

Department Head:

Shelly Kelley
Director of Purchasing

C. Timeline

Below 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: <https://secure.procurenow.com/portal/leoncounty/>.

Release Project Date

July 27, 2020

Question Submission Deadline

August 10, 2020, 2:00pm

Proposal Submission Deadline

August 27, 2020, 2:00pm

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

III. BIDDING PROCESS

A. Questions and Clarifications

Questions may be submitted directly through the County's e-Procurement Portal located at <https://secure.procurenw.com/portal/leoncounty/>. Alternatively, if using email, questions pertaining to bid procedures or regarding the specifications should be addressed to both Shelly Kelley and Jay Kirkland, telephone (850) 606-1600; E-mail: kelleys@leoncountyfl.gov and kirklandr@leoncountyfl.gov.

If using email, bidders are requested to send such requests to both representatives of the Purchasing Division. Electronic inquiries are preferred over phone.

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.

B. 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, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES

Bid Number BC-08-27-20-61

Opening Date: August 27, 2020, 2:00 pm

C. 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. In order to register, you must create an account on the County's eProcurement Portal (<https://secure.procurenow.com/portal/leoncounty/>), browse to the bid, and then click the "Follow" button.

Failure to register through the Purchasing Division (<https://secure.procurenow.com/portal/leoncounty/>) may cause your submittal to be rejected as non-responsive.

D. 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 lowest total bid price based on the options selected by the County and/or other criteria herein contained meeting all specifications.

E. 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.

F. Receipt and Opening of Bids

In an effort to limit the spread of COVID-19, Leon County will conduct opening of the bids via teleconference. To "attend" the meeting and the opening, please call in using the information below:

Meeting call-in Number: 888-270-9936 Code: 4952649

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 bid tabulation will be made public and will be posted on the Purchasing Division website at: <https://secure.procurenow.com/portal/leoncounty/>.

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 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.

G. Award of Bids

The bid will be awarded to the lowest responsive, responsible bidder. 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.

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Notice of the Intended Decision will be posted on the County website at:

<https://secure.procurenow.com/portal/leoncounty/> 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.

H. 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.

I. 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: <https://secure.procurenow.com/portal/leoncounty/> by clicking the "Followers" tab on the the advertisement of the respective solicitation. A listing of the registered bidders with their email address is designed to assist bidders in preparation of their responses.

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IV. AWARD AND CONTRACTING PROCESS

A. Agreement

After the bid award, the County, at its discretion, will prepare a purchase order or an agreement that specifies the terms and conditions resulting from the award of this bid. Every procurement for contractual services shall be evidenced by a written agreement. The awarded Bidder will have ten 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.

B. 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.

C. 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 seller.

D. 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

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3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 20__.

(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.

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V. MINORITY, WOMEN, SMALL BUSINESS (MWSBE) ENTERPRISE

A. Overview for Projects Without a Specific MWSBE Goal

This solicitation does not have a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: <https://oevforbusiness.mwsbe.com>.

Certified MBE and WBE firms may participate by providing goods or services in support of the project as subcontractors or subconsultants identified on the [Respondent and Team Summary Form](#).

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VI. REQUIRED CERTIFICATIONS

A. 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.

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.

B. Local Preference in Purchasing and Contracting

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
 1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 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.

2. 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.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

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C. 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 bid response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

D. 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.

E. 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.

F. 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.

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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 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.

G. Equal Opportunity/Affirmative Action Requirements

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

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

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

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VII. INSURANCE REQUIREMENTS

A. Overview

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. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The awarded 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.

B. General, Automobile, and Workers' Insurance

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: 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.

C. 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.

D. Other Insurance Provisions

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

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.

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2. The Contractor's insurance coverage shall be primary insurance in respect to 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.

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 written notice has been given to the County.

E. Acceptability of Insurers

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

F. 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.*

G. 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.

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VIII. TERMS AND CONDITIONS

A. 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.

B. Manufacturers' Name and Approved Equivalents

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

C. 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 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 bid 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.

D. Time

The Agreement resulting from this solicitation is anticipated to be for a period of one (1) year, commencing on October 1, 2020, and shall continue until September 30, 2021. After the initial one (1) year period, at the sole option of the County, this Agreement may be extended for no more than four additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

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E. 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.

F. 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.

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

G. 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

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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.

H. 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.

I. Warranties

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

J. Work

The awarded Contractor understands that no amount of work is guaranteed 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.

K. Permits

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

L. 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.

M. Indemnification

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

N. Venue

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

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES

Bid Number BC-08-27-20-61

Opening Date: August 27, 2020, 2:00 pm

O. 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.

P. Construction

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

Q. 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.

R. 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.

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

IX. VENDOR QUESTIONNAIRE

The County's preferred method of submission is to respond electronically via ProcureNow, however, bids may be submitted in person, by mail or other carrier.

If bidder prefers to provide a paper-based response, please submit an original copy and follow the instructions below:

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. BC-08-27-20-61
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.

A. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder 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 bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Does the bidder agree?

- ☐ Yes
☐ No

*Response required

B. Bid Guarantee*

A Bid Bond is required for this project. Please upload your Bid Bond here.

If submitting a Cashier's Check in lieu of a Bid Bond, please scan a copy of the cashier's check, upload here, and also mail the original cashier's check to:

Leon County Government - Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

The mailing must have the Project ID (BC-08-27-20-61), the Project Title (Janitorial Services, Continuing Services), and the Company Name printed clearly on the front of the envelope.

This must be postmarked no later than the date of the bid opening or your bid may be considered non-responsive.

*Response required

C. Payment and Performance Bond*

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES

Bid Number BC-08-27-20-61

Opening Date: August 27, 2020, 2:00 pm

☐ Please confirm

*Response required

D. Bid Response Cover Sheet with Signature*

Please refer to Attachments for the Bid Response Cover Sheet with Signature . Download, complete, and upload your response here.

*Response required

E. Specifications*

Please refer to Attachments for the Specifications. Contractor acknowledges his/her understanding and consent to these specifications.

☐ Please confirm

*Response required

F. Bid Pricing Sheet*

Please refer to Attachments for the Bid Pricing Sheet. Download, complete, and upload your response here.

*Response required

G. Cleaning Plan*

Please refer to Attachments for the Cleaning Plan. Download, complete, and upload your response here.

*Response required

H. Additional Forms to Fill Out and Submit*

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.

Please see [Attachments](#) for all the necessary forms for the bidder to complete for this solicitation.

- Respondent and Team Summary Form
- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

*Response required

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

Bryan Desloge, Chairman
Leon County Government

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

C & L Associates, Inc.
(Firm Name)

BY

Lexis M. Shutes
(Authorized Representative)

Lexis M. Shutes
(Printed or Typed Name)

ADDRESS

2915 East Park Ave.
Tallahassee, FL 32301

EMAIL ADDRESS

CL@associates.com

TELEPHONE

850-228-3754

FAX

850-342-9912

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

C&L Associates of Tallahassee, Inc. Proposal

Attachment #1
Page 608 of 858

CONTACT INFORMATION

Company

C&L Associates of Tallahassee, Inc.

Email

cl@classassociates.com

Contact

Lexis Shutes

Address

2915 E Park Ave
Tallahassee, FL 32301

Phone

(850) 228-3754

Website

N/A

Submission Date

Aug 25, 2020 3:16 PM

QUESTIONNAIRE

1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder 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 bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Does the bidder agree?

Yes

2. Bid Guarantee*

A Bid Bond is required for this project. Please upload your Bid Bond here.

If submitting a Cashier's Check in lieu of a Bid Bond, please scan a copy of the cashier's check, upload here, and also mail the original cashier's check to:

Leon County Government - Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Attachment #1
Page 3 of 15

The mailing must have the Project ID (BC-08-27-20-61), the Project Title (Janitorial Services, Continuing Services), and the Company Name printed clearly on the front of the envelope.

This must be postmarked no later than the date of the bid opening or your bid may be considered non-responsive.

 [C&L_Bid_guarantee_Certified_check.pdf](#)

3. Payment and Performance Bond*

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

☒ Confirmed

4. Bid Response Cover Sheet with Signature*

Please refer to Attachments for the Bid Response Cover Sheet with Signature . Download, complete, and upload your response here.

 [C&L_Bid_Response_Sheet_.pdf](#)

5. Specifications*

Please refer to Attachments for the Specifications. Contractor acknowledges his/her understanding and consent to these specifications.

☒ Confirmed

6. Bid Pricing Sheet*


Please refer to Attachments for the Bid Pricing Sheet. Download, complete, and upload your response here.

 [C&L_Bid_Pricing_Sheet.xlsx](#)

7. Cleaning Plan*

Please refer to Attachments for the Cleaning Plan. Download, complete, and upload your response here.

 [C&L_Cleaning_Plan.xlsx](#)

 [C&L_Operations_and_Management_Cleaning_Plan.docx](#)

8. Additional Forms to Fill Out and Submit*

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.

Please see [Attachments](#) for all the necessary forms for the bidder to complete for this solicitation.

Posted September 21, 2020

- Respondent and Team Summary Form

- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

-  [C&L_Required_Forms_.pdf](#)
-  [C&L_Documented_Qualifications_&_Policies_.pdf](#)
-  [C&L_2020_Financial_Capability.pdf](#)
-  [C&L_Business_Certification_.pdf](#)
-  [C&L_WBE_Certification\(s\)_.pdf](#)

Group 1 - Downtown	Address	Square Footage*
Courthouse	301 S. Monroe St.	279,512
Government Annex (BOA)	311/315 S. Calhoun St.	140,732
Traffic Court	1920 Thomasville Rd.	14,842
Group 2 - Libraries	Total Square Footage	144,524
Main Library	200 W. Park Avenue	78,753
NE Branch Library	5513 Thomasville Rd.	18,789
Eastside Branch Library	1583 Pedrick Rd.	12,000
Ft. Braden Branch Library	16327 Blountstown Hwy	5,288
BL Perry Branch Library	2817 S. Adams St.	15,694
Lake Jackson Branch Library	3840 N. Monroe St. Suite 300	12,000
Woodville Branch Library	1492 J. Lewis Hall Sr. Rd.	2,000
Lake Jackson Community Center	3840 N. Monroe Suite	2,447
Group 3	Total Square Footage	80,943
Public Works Bldg	2280 Miccosukee Rd.	23,668
Purchasing/MBE/Sign Shop	1800-3 Blairstone Rd.	3,822
Truck Sheds	1800-8 Blairstone Rd.	1,413
Truck Shed Offices (Mosquito Control)	1800-8 Blairstone Rd.	648
Fleet Mgt.	1800-1 Blairstone Rd.	1,300
Facilities Management	1907 S. Monroe St.	4,291
Facilities Management - SHOP	1908 S. Monroe St.	660
Ag Center	615 Paul Russell Rd.	11,150
Amtrak Station Bldg	918 Railroad Avenue	7,197
Tax Collectors Lake Jackson	3840 N. Monroe St. Suite 103	4,796
Elections Voting Center	2990 Apalachee Pkwy	6,581
Solid Waste Facility - Building D	7550 Apalachee Pkwy	7,495
Main House - Building G	7550 Apalachee Pkwy	2,085

Scalehouse - Building A	7550 Apalachee Pkwy	2,085
Hazard Waste Classroom	7550 Apalachee Pkwy	N/A
Parks & Rec Storage - Building B	7550 Apalachee Pkwy	1,152
Transfer Station - Admin Offices	4900 Gum Rd.	2,600
Group 4 - Health Departments	Total Square Footage	66,710
Robert Stevens Clinic	1515 Old Bainbridge Rd.	15,963
Southside Health Clinic	872 W. Orange Rd.	15,128
Main Health Dept.	2965 Municipal Way	21,184
Amtrak Dental Clinic	912 Railroad Ave.	4,975
Community Services Bldg/UA Trailer	501 S. Appleyard Dr.	9,460
Medical Examiner	560 Leonard Gray Way	5,927
Group 5 - Public Safety Complex	Operates 24/7	69,519
Main Bldg	911 Easterwood Dr.	59,703
Logistics - EMS	911 Easterwood Dr.	9,816
Special Circumstances **		
Day Porter	Standard	
Additional Day Porter	Temporary / New	
Day Porter	Emergency Services (Section L)	

Square footage figures are estimated. The County reserves the right to increase or reduce the square footage and corresponding payments accordingly, on a unit basis, when occupying or vacating space or a building with only verbal notice provided to the contractor. Green shaded areas to be filled out by the contractor. Any other changes to this document will be deemed unresponsive.

Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.07	\$0.00	\$20,935.45
\$0.07	\$0.00	\$10,540.83
\$0.07	N/A	\$1,111.67
Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.11	\$0.00	\$8,820.34
\$0.11	N/A	\$2,104.37
\$0.11	N/A	\$1,344.00
\$0.11	N/A	\$592.26
\$0.11	N/A	\$1,757.73
\$0.11	N/A	\$1,344.00
\$0.11	N/A	\$224.00
\$0.11	N/A	\$274.06
Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.14	N/A	\$3,289.85
\$0.14	N/A	\$531.26
\$0.14	N/A	\$196.41
\$0.14	N/A	\$90.07
\$0.14	N/A	\$180.70
\$0.14	N/A	\$596.45
\$0.14	N/A	\$91.74
\$0.14	N/A	\$1,549.85
\$0.14	N/A	\$1,000.38
\$0.14	N/A	\$666.64
\$0.14	N/A	\$914.76
\$0.14	N/A	\$1,041.81
\$0.14	N/A	\$289.82

\$0.14	N/A	\$289.82
\$0.00	N/A	\$0.00
\$0.14	N/A	\$160.13
\$0.14	N/A	\$361.40
Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.00	\$0.00	\$0.00
\$0.00	N/A	\$0.00
\$0.00	N/A	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	N/A	\$0.00
\$0.00	\$0.00	\$0.00
Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.14	\$0.00	\$8,298.72
\$0.14	N/A	\$1,364.42
Cost Per Hour (Minimum 4 hours)		
\$0.00		
\$12.50		
\$15.00		

RESPONDENT AND TEAM SUMMARY FORM

RESPONDENT: C & L Associates, Inc.

SOLICITATION NUMBER: BC-08-27-20-61 DATE: August 4, 2020

PROJECT TITLE: Janitorial Services, Continuing Services

Complete the following Table identifying your firm or company and ALL subcontractors or subconsultants you anticipate utilizing for purposes of responding to this solicitation. **Both** sections of this form must be completed. Use additional pages if needed.

Section A		RESPONDENT IDENTIFICATION												
Respondent intends to utilize the following Vendors in connection with this project. In the spaces provided below, list the firms and corresponding information.														
Firm Name (Prime and Subcontractor(s) or Subconsultant(s))	Vendor Phone & Email	Total Dollar Amount of Services	Scope of Work	Indicate the Category that Best Describes Each Organization Listed										
				Non-MWBE		Certified MWBE				Non-Certified MWBE				
				Non-Minority	Certified Small Business	African American	Asian American	Hispanic American	Native American	Non-Minority Female	African American	Asian American	Hispanic American	Native American
C & L Associates	850-228-3754 classociates	100 %	100 %										X	
TOTAL		100 %	100 %											

Section B**ACKNOWLEDGEMENT** (to be completed by the Respondent)

Page 616 of 858

I hereby certify that, as Respondent to this Solicitation, that the information provided herein is true and correct.

C.L. Associates, Inc.

Name of Bidder/Respondent

Lexis M. Shutes

Signature

8/22/2020

Date

Lexis M. Shutes

Print Name

Dir. of Operations

Title

**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").

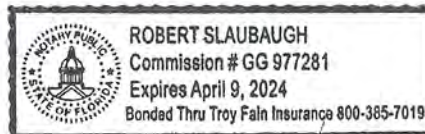
Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

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

Company Name: C & L Associates, Inc.

Signature: Jessie M. Shuster Title: Dir. of Operations

STATE OF FL
COUNTY OF Leon



Sworn to and subscribed before me this 4 day of Aug, 2020

Personally known _____

[Signature]
NOTARY PUBLIC

OR Produced identification X _____

Notary Public - State of FL

Drivers License
(Type of identification)

My commission expires: 04/09/2024

Robert Slaubaugh
Printed, typed, or stamped commissioned name of notary

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

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed: Louis M. Shuter
Title: Dir. of Operations
Firm: C & L Associates, Inc.
Address: 2915 E. Park Ave., Tall., FL 32301

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.

Terrie M. Shuter
Bidder's Signature

Dir. of Operations
Title

8/22/2020
Date

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: <u>C&L Associates, Inc.</u>	
Street Address: <u>2915 E. Park Ave.</u>	
City, State, Zip: <u>Tallahassee, FL 32301</u>	
Taxpayer ID Number: <u>59-3642305</u>	
Telephone: <u>850-228-3754</u>	Fax: <u>850-342-9912</u>
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 checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: 1950

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
Lexis M. Shutes	Dir. of Operations	850) 228-3754	cl@classociates
Lisa C. Shutes	President	850) 228-0900	cl@classociates

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: <i>N/A</i>	
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

Have never had this requirement in a bid for janitorial services.

Surety Company 1

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input 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 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 22 DAY OF August, 2020.

By: Lexis M. Shutes Title: Dir. of Operations

Printed Name and Title: Lexis M. Shutes, Dir. of Operations

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,
C & L Associates, Inc.
(Name of Corporation, Partnership, Individual, etc.)
a Commercial Sanitorial, formed under the laws of Florida
(Type of Business) (State or Province)
of which he/she is Vice President
(Sole Owner, partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

James M. Shuter
AFFIANT'S NAME

Dir. of Operations
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 4 Day of Aug, 2020.

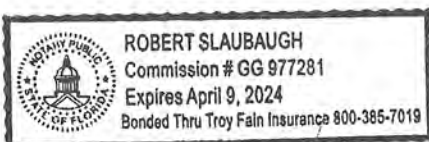
Personally Known _____ Or Produced Identification

Type of Identification Drivers License

[Signature]
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 04/09/2024



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:

A
✓✓

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

A
✓✓

Professional Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

A
✓✓

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:

A
✓✓

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

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

☒ YES ☐ NO

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

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

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

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 Lexis M. Shutes
Typed or Printed

Signature Lexis M. Shutes

Date 8/22/2020

Title Dir. of Operations
(Company Risk Manager or Manager with Risk Authority)

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

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

Terrie M. Shute
Signature

Dir. of Operations
Title

C & L Associates, Inc.
Contractor/Firm

2915 E. Park Ave., Tallahassee, FL 32301
Address

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:

- 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
- Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

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

Business Name: <u>C & J Associates, Inc.</u>	
Current Local Address: <u>2915 E. Park Ave.</u> <u>Tallahassee, FL 32301</u>	Phone: <u>850-228-3754</u> Fax: <u>850-342-9912</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Lexis M. Shutes
Signature of Authorized Representative

8/04/2020

Date

STATE OF FL
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 4 day of Aug, 2020

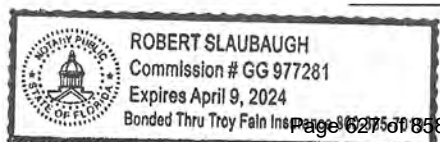
By Lexis Shutes of _____, _____
(Name of officer or agent, title of officer or agent) (Name of corporation)
acknowledging)

a Florida Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced Drivers License as identification.

Return Completed form with
supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Robert Slaubaugh
Signature of Notary
Print, Type or Stamp Name of Notary
Notary
Title or Rank
Serial Number, If Any



Posted September 21, 2020

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

8/22/2020
Date

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 COMPANY, 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 Janitorial Services Countywide, in accordance with: 1) Solicitation # BC-08-27-20-61 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.

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.

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

The Agreement shall be for a period of one (1) year, commencing on October 1, 2020, and shall continue until September 31, 2021. After the initial one (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

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

5. PAYMENTS

The County shall make 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: John Leeds
Street Address: 1907 S Monroe Street
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5000
E-mail: leedsj@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: John Leeds
Street Address: 1907 S Monroe Street
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5000
E-mail: leedsj@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, its 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.
- 4) 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 (County is to be named as Additional Insured).

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 any licenses, certifications, and/or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, or any other applicable state or federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to

operate, the Contractor shall be in default as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of the Agreement unless Contractor provides written verification of its exempt status. See applicable sections of Title XXXVI, Business Organizations, Chapters 605 through 623, F.S.).

11. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services under this Agreement and that each person and entity that will provide the services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. The Contractor represents and warrants that the services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is false, the County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to the County, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

12. 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 them hereunder without the previous written consent of the County.

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. 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

15. MONITORING

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

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

16. TERMINATION

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

17. PUBLIC ENTITY CRIMES STATEMENT

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

18. UNAUTHORIZED ALIEN(S)

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

19. 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.

20. 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.

21. 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.

22. 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.

23. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to section 768.28, Florida Statutes.

24. THIRD PARTY BENEFICIARIES

Neither the County nor the Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

25. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. By entering into this Agreement, the County and Contractor hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

26. CONSTRUCTION

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

27. 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.

28. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and Contractor.

29. 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.

30. JOINT PREPARATION

The Parties have jointly prepared this Agreement, and this Agreement shall not be construed more strictly against either of the Parties.

31. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-08-27-20-61

Exhibit B – Vendor's Response to Solicitation #BC-08-27-20-61

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

BY: _____

DATE: _____

Approved as to Legal Sufficiency
Leon County Attorney's Office

BY: _____
Chasity H. O'Steen
County Attorney

DATE: _____

COMPANY

By: _____

Printed
Name _____

Title: _____

Date: _____



INVITATION TO BID

FOR

JANITORIAL SERVICES, CONTINUING SERVICES

BID NUMBER BC-08-27-20-61

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

RELEASE DATE: July 27, 2020

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

Janitorial Services, Continuing Services

- I. Important Instructions
- II. Introduction
- III. Bidding Process
- IV. Award and Contracting Process
- V. Minority, Women, Small Business (MWSBE) Enterprise
- VI. Required Certifications
- VII. Insurance Requirements
- VIII. Terms and Conditions
- IX. Vendor Questionnaire

Attachments:

- A - Bid Pricing Sheet
- B - Cleaning Plan
- C - Specifications
- D - Bid Response Cover Sheet
- E - Forms_for_Solicitations

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

I. IMPORTANT INSTRUCTIONS

A. 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. The County's preferred method of submission is to respond electronically via ProcureNow, however, bids may be submitted in person, by mail or other carrier.

If bidder prefers to provide a paper-based response, please submit an original copy and follow the instructions below:

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. BC-08-27-20-61
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.

B. 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).

C. 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 <https://secure.procurenow.com/portal/leoncounty/>. 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.

D. 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.

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

II. INTRODUCTION

A. Summary

Leon County is seeking the services of a qualified contractor to provide janitorial services for selected Leon County, Division of Facilities Management locations.

All services shall meet or exceed the performance specifications and requirements listed in this solicitation.

The solicitation is for the procurement of janitorial services and is separate and apart of the forthcoming specialty floor cleaning solicitation.

Leon County reserves the right to negotiate with the successful bidder(s) for any unforeseen additions or deletions that may occur during the term of the agreement.

B. Contact Information

Jay Kirkland

Purchasing Agent & Property Control Specialist
1800-3 N. Blair Stone Road
Tallahassee, FL 32308
Email: kirklandr@leoncountyfl.gov
Phone: [\(805\) 606-1600](tel:(805)606-1600)

Department:

Procurement

Department Head:

Shelly Kelley
Director of Purchasing

C. Timeline

Below 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: <https://secure.procurenow.com/portal/leoncounty/>.

Release Project Date

July 27, 2020

Question Submission Deadline

August 10, 2020, 2:00pm

Proposal Submission Deadline

August 27, 2020, 2:00pm

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
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III. BIDDING PROCESS

A. Questions and Clarifications

Questions may be submitted directly through the County's e-Procurement Portal located at <https://secure.procurenw.com/portal/leoncounty/>. Alternatively, if using email, questions pertaining to bid procedures or regarding the specifications should be addressed to both Shelly Kelley and Jay Kirkland, telephone (850) 606-1600; E-mail: kelleys@leoncountyfl.gov and kirklandr@leoncountyfl.gov.

If using email, bidders are requested to send such requests to both representatives of the Purchasing Division. Electronic inquiries are preferred over phone.

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.

B. 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, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

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C. 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. In order to register, you must create an account on the County's eProcurement Portal (<https://secure.procurenow.com/portal/leoncounty/>), browse to the bid, and then click the "Follow" button.

Failure to register through the Purchasing Division (<https://secure.procurenow.com/portal/leoncounty/>) may cause your submittal to be rejected as non-responsive.

D. 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 lowest total bid price based on the options selected by the County and/or other criteria herein contained meeting all specifications.

E. 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.

F. Receipt and Opening of Bids

In an effort to limit the spread of COVID-19, Leon County will conduct opening of the bids via teleconference. To "attend" the meeting and the opening, please call in using the information below:

Meeting call-in Number: 888-270-9936 Code: 4952649

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 bid tabulation will be made public and will be posted on the Purchasing Division website at: <https://secure.procurenow.com/portal/leoncounty/>.

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 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.

G. Award of Bids

The bid will be awarded to the lowest responsive, responsible bidder. 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.

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Notice of the Intended Decision will be posted on the County website at:

<https://secure.procurenow.com/portal/leoncounty/> 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.

H. 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.

I. 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: <https://secure.procurenow.com/portal/leoncounty/> by clicking the "Followers" tab on the the advertisement of the respective solicitation. A listing of the registered bidders with their email address is designed to assist bidders in preparation of their responses.

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IV. AWARD AND CONTRACTING PROCESS

A. Agreement

After the bid award, the County, at its discretion, will prepare a purchase order or an agreement that specifies the terms and conditions resulting from the award of this bid. Every procurement for contractual services shall be evidenced by a written agreement. The awarded Bidder will have ten 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.

B. 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.

C. 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 seller.

D. 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

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3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 20__.

(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.

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V. MINORITY, WOMEN, SMALL BUSINESS (MWSBE) ENTERPRISE

A. Overview for Projects Without a Specific MWSBE Goal

This solicitation does not have a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: <https://oevforbusiness.mwsbe.com>.

Certified MBE and WBE firms may participate by providing goods or services in support of the project as subcontractors or subconsultants identified on the [Respondent and Team Summary Form](#).

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VI. REQUIRED CERTIFICATIONS

A. 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.

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.

B. Local Preference in Purchasing and Contracting

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
 1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 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.

2. 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.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

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C. 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 bid response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

D. 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.

E. 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.

F. 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.

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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 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.

G. Equal Opportunity/Affirmative Action Requirements

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

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

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

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VII. INSURANCE REQUIREMENTS

A. Overview

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. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The awarded 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.

B. General, Automobile, and Workers' Insurance

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: 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.

C. 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.

D. Other Insurance Provisions

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

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.

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2. The Contractor's insurance coverage shall be primary insurance in respect to 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.

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 written notice has been given to the County.

E. Acceptability of Insurers

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

F. 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.*

G. 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.

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VIII. TERMS AND CONDITIONS

A. 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.

B. Manufacturers' Name and Approved Equivalents

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

C. 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 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 bid 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.

D. Time

The Agreement resulting from this solicitation is anticipated to be for a period of one (1) year, commencing on October 1, 2020, and shall continue until September 30, 2021. After the initial one (1) year period, at the sole option of the County, this Agreement may be extended for no more than four additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES

Bid Number BC-08-27-20-61

Opening Date: August 27, 2020, 2:00 pm

E. 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.

F. 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.

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

G. 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

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES

Bid Number BC-08-27-20-61

Opening Date: August 27, 2020, 2:00 pm

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.

H. 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.

I. Warranties

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

J. Work

The awarded Contractor understands that no amount of work is guaranteed 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.

K. Permits

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

L. 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.

M. Indemnification

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

N. Venue

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

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES

Bid Number BC-08-27-20-61

Opening Date: August 27, 2020, 2:00 pm

O. 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.

P. Construction

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

Q. 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.

R. 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.

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES
Bid Number BC-08-27-20-61
Opening Date: August 27, 2020, 2:00 pm

IX. VENDOR QUESTIONNAIRE

The County's preferred method of submission is to respond electronically via ProcureNow, however, bids may be submitted in person, by mail or other carrier.

If bidder prefers to provide a paper-based response, please submit an original copy and follow the instructions below:

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. BC-08-27-20-61
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.

A. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder 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 bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Does the bidder agree?

- ☐ Yes
☐ No

*Response required

B. Bid Guarantee*

A Bid Bond is required for this project. Please upload your Bid Bond here.

If submitting a Cashier's Check in lieu of a Bid Bond, please scan a copy of the cashier's check, upload here, and also mail the original cashier's check to:

Leon County Government - Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

The mailing must have the Project ID (BC-08-27-20-61), the Project Title (Janitorial Services, Continuing Services), and the Company Name printed clearly on the front of the envelope.

This must be postmarked no later than the date of the bid opening or your bid may be considered non-responsive.

*Response required

C. Payment and Performance Bond*

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

Bid Title: JANITORIAL SERVICES, CONTINUING SERVICES

Bid Number BC-08-27-20-61

Opening Date: August 27, 2020, 2:00 pm

☐ Please confirm

*Response required

D. Bid Response Cover Sheet with Signature*

Please refer to Attachments for the Bid Response Cover Sheet with Signature . Download, complete, and upload your response here.

*Response required

E. Specifications*

Please refer to Attachments for the Specifications. Contractor acknowledges his/her understanding and consent to these specifications.

☐ Please confirm

*Response required

F. Bid Pricing Sheet*

Please refer to Attachments for the Bid Pricing Sheet. Download, complete, and upload your response here.

*Response required

G. Cleaning Plan*

Please refer to Attachments for the Cleaning Plan. Download, complete, and upload your response here.

*Response required

H. Additional Forms to Fill Out and Submit*

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.

Please see [Attachments](#) for all the necessary forms for the bidder to complete for this solicitation.

- Respondent and Team Summary Form
- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

*Response required

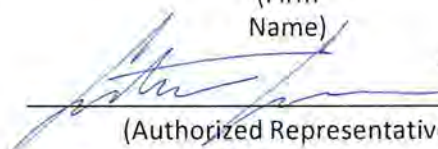
BID RESPONSE SHEET

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

Bryan Desloge, Chairman
Leon County Government

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

	ACP Facility Services, Inc.
	(Firm Name)
BY	
	(Authorized Representative)
	Crisostomo Gouveia, Controller
	(Printed or Typed Name)
ADDRESS	1 Merrill Street
	Woburn, MA 01801
EMAIL ADDRESS	cgouveia@acpcleaning.com
TELEPHONE	781-932-0500 x118
FAX	781-932-0589

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

ACP Facility Services Proposal

Attachment #2

Page 662 of 858

CONTACT INFORMATION

Company

ACP Facility Services

Email

dperez@acpcleaning.com

Contact

Derek Perez

Address

1 Merrill St
Woburn, MA 01801

Phone

(781) 932-0500

Website

acpfacility.com

Submission Date

Aug 27, 2020 1:11 PM

QUESTIONNAIRE

1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder 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 bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Does the bidder agree?

Yes

2. Bid Guarantee*

A Bid Bond is required for this project. Please upload your Bid Bond here.

If submitting a Cashier's Check in lieu of a Bid Bond, please scan a copy of the cashier's check, upload here, and also mail the original cashier's check to:

Leon County Government - Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Attachment #2
Page 3 of 15

The mailing must have the Project ID (BC-08-27-20-61), the Project Title (Janitorial Services, Continuing Services), and the Company Name printed clearly on the front of the envelope.

This must be postmarked no later than the date of the bid opening or your bid may be considered non-responsive.

 [ACP_Bid_Bond.pdf](#)

3. Payment and Performance Bond*

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

☒ Confirmed

4. Bid Response Cover Sheet with Signature*

Please refer to Attachments for the Bid Response Cover Sheet with Signature . Download, complete, and upload your response here.

 [ACP_Bid_Response_Sheet.pdf](#)


5. Specifications*

Please refer to Attachments for the Specifications. Contractor acknowledges his/her understanding and consent to these specifications.

☒ Confirmed

6. Bid Pricing Sheet*

Please refer to Attachments for the Bid Pricing Sheet. Download, complete, and upload your response here.

 [ACP_Bid_Pricing_Sheet_-_Submittal.xlsx](#)

7. Cleaning Plan*

Please refer to Attachments for the Cleaning Plan. Download, complete, and upload your response here.

 [ACP_Cleaning_Plan.xlsx](#)

 [ACCOUNT_STAFFING_MATRIX_FOR_LEON_COUNTY_FLORIDA.pdf](#)

8. Additional Forms to Fill Out and Submit*

















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.

Please see [Attachments](#) for all the necessary forms for the bidder to complete for this solicitation.

Posted September 21, 2020

- Respondent and Team Summary Form

- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

-  [ACP_Bank_Letter_August_27_2000.pdf](#)
-  [ACP_Affidavit_Immigration_Laws.pdf](#)
-  [ACP_Certification-Debarment_Form.pdf](#)
-  [ACP_Employment_Eligibility_Verification.pdf](#)
-  [ACP_Equal_Opportunity_and_Affirmative_Action_Statement.pdf](#)
-  [ACP_Identical_Tie_Bid_Statement.pdf](#)
-  [ACP_Insurance_Certification_Form.pdf](#)
-  [ACP_Non-collusion_Affidavit.pdf](#)
-  [ACP_Respondent_and_Team_Summary_Form.pdf](#)
-  [ACP-References_Leon_County_Bid.pdf](#)
-  [ACP_Jose_Roman_Resume.pdf](#)
-  [ACP_Facility_Services_Inc_\(multi\)_2-12-16_JB_ENGLISH_WO_SC_Notice_-_REV.pdf](#)
-  [ACP_Certificate_of_Good_Standing_MA.pdf](#)
-  [ACP_Contractors_Business_Information.pdf](#)
-  [ACP_Certificate_of_Status_FL.pdf](#)
-  [ACP_Statement_of_Qualifications.pdf](#)

Group 1 - Downtown	Address	Square Footage*
Courthouse	301 S. Monroe St.	279,512
Government Annex (BOA)	311/315 S. Calhoun St.	140,732
Traffic Court	1920 Thomasville Rd.	14,842
Group 2 - Libraries	Total Square Footage	144,524
Main Library	200 W. Park Avenue	78,753
NE Branch Library	5513 Thomasville Rd.	18,789
Eastside Branch Library	1583 Pedrick Rd.	12,000
Ft. Braden Branch Library	16327 Blountstown Hwy	5,288
BL Perry Branch Library	2817 S. Adams St.	15,694
Lake Jackson Branch Library	3840 N. Monroe St. Suite 300	12,000
Woodville Branch Library	1492 J. Lewis Hall Sr. Rd.	2,000
Lake Jackson Community Center	3840 N. Monroe Suite	2,447
Group 3	Total Square Footage	80,943
Public Works Bldg	2280 Miccosukee Rd.	23,668
Purchasing/MBE/Sign Shop	1800-3 Blairstone Rd.	3,822
Truck Sheds	1800-8 Blairstone Rd.	1,413
Truck Shed Offices (Mosquito Control)	1800-8 Blairstone Rd.	648
Fleet Mgt.	1800-1 Blairstone Rd.	1,300
Facilities Management	1907 S. Monroe St.	4,291
Facilities Management - SHOP	1908 S. Monroe St.	660
Ag Center	615 Paul Russell Rd.	11,150
Amtrak Station Bldg	918 Railroad Avenue	7,197
Tax Collectors Lake Jackson	3840 N. Monroe St. Suite 103	4,796
Elections Voting Center	2990 Apalachee Pkwy	6,581
Solid Waste Facility - Building D	7550 Apalachee Pkwy	7,495
Main House - Building G	7550 Apalachee Pkwy	2,085

Scalehouse - Building A	7550 Apalachee Pkwy	2,085
Hazard Waste Classroom	7550 Apalachee Pkwy	N/A
Parks & Rec Storage - Building B	7550 Apalachee Pkwy	1,152
Transfer Station - Admin Offices	4900 Gum Rd.	2,600
Group 4 - Health Departments	Total Square Footage	66,710
Robert Stevens Clinic	1515 Old Bainbridge Rd.	15,963
Southside Health Clinic	872 W. Orange Rd.	15,128
Main Health Dept.	2965 Municipal Way	21,184
Amtrak Dental Clinic	912 Railroad Ave.	4,975
Community Services Bldg/UA Trailer	501 S. Appleyard Dr.	9,460
Medical Examiner	560 Leonard Gray Way	5,927
Group 5 - Public Safety Complex	Operates 24/7	69,519
Main Bldg	911 Easterwood Dr.	59,703
Logistics - EMS	911 Easterwood Dr.	9,816
Special Circumstances **		
Day Porter	Standard	
Additional Day Porter	Temporary / New	
Day Porter	Emergency Services (Section L)	

Square footage figures are estimated. The County reserves the right to increase or reduce the square footage and corresponding payments accordingly, on a unit basis, when occupying or vacating space or a building with only verbal notice provided to the contractor. Green shaded areas to be filled out by the contractor. Any other changes to this document will be deemed unresponsive.

Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.0776	\$5,619.60	\$21,690.13
\$0.0776	\$2,809.80	\$10,920.80
\$0.0774	N/A	\$1,148.77
Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.0981	\$2,890.08	\$7,725.67
\$0.0775	N/A	\$1,456.15
\$0.0776	N/A	\$931.20
\$0.0781	N/A	\$412.99
\$0.0778	N/A	\$1,220.99
\$0.0776	N/A	\$931.20
\$0.0760	N/A	\$152.00
\$0.0697	N/A	\$170.56
Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.0570	N/A	\$1,349.08
\$0.0575	N/A	\$219.77
\$0.0582	N/A	\$82.24
\$0.0590	N/A	\$38.23
\$0.0590	N/A	\$76.70
\$0.0771	N/A	\$330.84
\$0.0793	N/A	\$52.34
\$0.0777	N/A	\$866.36
\$0.0776	N/A	\$558.49
\$0.0776	N/A	\$372.17
\$0.0774	N/A	\$509.37
\$0.0773	N/A	\$579.36
\$0.0788	N/A	\$164.30

\$0.0788	N/A	\$164.30
\$0.0788	N/A	\$0.08
\$0.0752	N/A	\$86.63
\$0.0770	N/A	\$200.20
Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.0777	\$2,809.80	\$1,240.33
\$0.0777	N/A	\$1,175.45
\$0.0775	N/A	\$1,641.76
\$0.0774	\$2,809.80	\$385.07
\$0.0778	N/A	\$735.99
\$0.0772	\$20.07	\$457.56
Cost Per Square Foot Per Month	Day Porter Montly Costs	Night Crew Monthly Costs
\$0.0981	\$2,809.80	\$5,856.86
\$0.0980	N/A	\$961.97
Cost Per Hour (Minimum 4 hours)		
\$20.07		
\$20.07		
\$29.58		

RESPONDENT AND TEAM SUMMARY FORM


RESPONDENT: ACP Facility Services, INC

SOLICITATION NUMBER: BC-08-27-20-61 **DATE:** 08/26/2020

PROJECT TITLE: JANITORIAL SERVICES, CONTINUING SERVICES

Complete the following Table identifying your firm or company and ALL subcontractors or subconsultants you anticipate utilizing for purposes of responding to this solicitation. **Both** sections of this form must be completed. Use additional pages if needed.

Section A		RESPONDENT IDENTIFICATION																
Respondent intends to utilize the following Vendors in connection with this project. In the spaces provided below, list the firms and corresponding information.																		
Firm Name (Prime and Subcontractor(s) or Subconsultant(s))	Vendor Phone & Email	Total Dollar Amount of Services	Scope of Work	Indicate the Category that Best Describes Each Organization Listed														
				Non-MWBE		Certified MWBE				Non-Certified MWBE								
				Non-Minority	Certified Small Business	African American	Asian American	Hispanic American	Native American	Non-Minority Female	African American	Asian American	Hispanic American	Native American	Non-Minority Female			
ACP Facility Services, INC	(781) 932-0500 cgouveia@acpfacility.com	\$1,015,377.09	Janitorial Services						X									
TOTAL		\$1,015,377.09																

Section B	ACKNOWLEDGEMENT (to be completed by the Respondent)
I hereby certify that, as Respondent to this Solicitation, that the information provided herein is true and correct.	
<u>ACP Facility Services, INC</u>	
Name of Bidder/Respondent	
<u></u>	<u>08/26/2020</u>
Signature	Date
<u>Crisostomo Gouveia</u>	<u>General Manager/Controller</u>
Print Name	Title

**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: ACP Facility Services, INC

Signature: [Signature] Title: General Manager/Controller

STATE OF Massachusetts
COUNTY OF Middlesex

Sworn to and subscribed before me this 26 day of August, 2020.

Personally known ✓

John M. Oliver
NOTARY PUBLIC

OR Produced Identification _____

Notary Public - State of Massachusetts

(Type of identification)

My commission expires: Apr 5, 2024

John M. Oliver
Printed, typed, or stamped commissioned name of notary

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

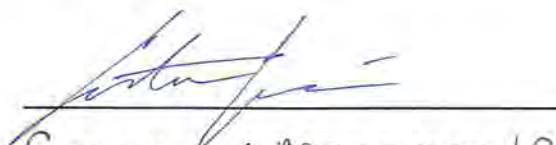
**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed:



Title:

General Manager / Controller

Firm:

ACP Facility Services, INC

Address:

1 Merrill Street Woburn, MA 01801

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

General Manager / Controller
Title

08/26/2020
Date

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: <u>ACP Facility Services, INC.</u>	
Street Address: <u>1 Merrill Street</u>	
City, State, Zip: <u>Woburn, MA 01801</u>	
Taxpayer ID Number: <u>04-2947173</u>	
Telephone: <u>781-932-0500</u>	Fax: <u>781-932-0589</u>
Trade Style Name: <u>ACP Facility Services, INC.</u>	

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 checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Massachusetts Date Established: 12-26-1986

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
Miguel Suarez	President	(781) 932-0500	msuarez@acpcleaning.com
Filomena Homem	Treasurer	(781) 932-0500	fhomem@acpcleaning.com
Michael White	Chief Operating Officer	(781) 932-0500 ext. 112	mwhite@acpcleaning.com
Crisostomo Gouveia	General Manager	(781) 932-0500 ext. 112	Cgouveia@acpfacility.com

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: <u>ACP Facility Services, INC</u>	
License Type: <u>Unlicensed Trade</u>	
License Number: <u>N/A</u>	Expiration Date: <u>N/A</u>
Qualified Business License (certificate of authority) number: <u>F17000000434</u>	
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	<u>Liberty Mutual / Eastern Insurance</u>
Contact's Name	<u>Ellen Young</u>
Telephone	<u>508-620-3421</u>
Fax	
Address	<u>233 West Central Street Natick, MA 01760</u>

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$): \$2,000,000 Single / \$6,000,000 aggregate	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 27th DAY OF August, 2020

By: [Signature] Title: Controller

Printed Name and Title: Crisostomo Gouzia, Controller

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,

ACP Facility Services, INC
(Name of Corporation, Partnership, Individual, etc.)

a Corporation, formed under the laws of Massachusetts
(Type of Business) (State or Province)

of which he/she is Controller / Assistant Clerk
(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.

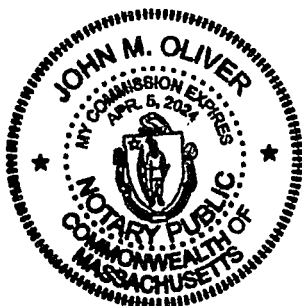
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, 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.

Crisostomo Gouveia Controller / Assistant Clerk
AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 26 Day of August, 2020.

Personally Known Personally Known Or Produced Identification

Type of Identification



John M. Oliver
NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: Apr 5, 2024

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:

A
XV

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

A
XV

Professional Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

Not Applicable

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:

A
XV

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

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

☒ YES ☐ NO

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

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

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

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 John M. Oliver
Typed or Printed

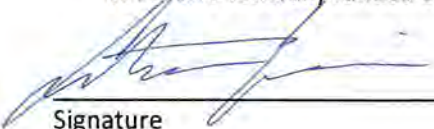
Signature John M. Oliver

Date 08/24/2020

Title Environmental Health & Safety (EHS) Director
(Company Risk Manager or Manager with Risk Authority)

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

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


Signature

General Manager/Controller
Title

ACP Facility Services, INC
Contractor/Firm

1 Merrill Street Woburn, MA 01801
Address

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

08/26/2020

Date

Price Comparison and Bid Tabulation

Groups	AFS	C&L	USSI	ACP
Group 1 - Downtown	3	1	4	2
Courthouse	\$29,076.08	\$20,935.45	\$33,818.54	\$27,309.73
Government Annex (BOA)	\$14,625.88	\$10,540.83	\$16,828.26	\$13,730.60
Traffic Court	\$1,335.78	\$1,111.67	\$1,357.30	\$1,148.77
Group 1 - Monthly Costs	\$45,037.74	\$32,587.94	\$52,004.10	\$42,189.11
Percentage Difference				29.46%
Group 2 - Libraries	4	2	3	1
Main Library	\$10,678.83	\$8,820.34	\$11,320.38	\$10,615.75
NE Branch Library	\$2,066.79	\$2,104.37	\$1,723.26	\$1,456.15
Eastside Branch Library	\$1,320.00	\$1,344.00	\$1,148.80	\$931.20
Ft. Braden Branch Library	\$740.32	\$592.26	\$502.58	\$412.99
BL Perry Branch Library	\$1,726.34	\$1,757.73	\$1,439.66	\$1,220.99
Lake Jackson Branch Library	\$1,320.00	\$1,344.00	\$1,220.60	\$931.20
Woodville Branch Library	\$320.00	\$224.00	\$286.75	\$152.00
Lake Jackson Community Center	\$391.52	\$274.06	\$287.20	\$170.56
Group 2 - Monthly Costs	\$18,563.80	\$16,460.75	\$17,929.24	\$15,890.84
Percentage Difference		3.59%		
Group 3	3	4	2	1
Public Works Bldg	\$2,840.16	\$3,289.85	\$2,072.33	\$1,349.08
Purchasing/MBE/Sign Shop	\$611.52	\$531.26	\$309.01	\$219.77
Truck Sheds	\$226.08	\$196.41	\$150.74	\$82.24
Truck Shed Offices (Mosquito Control)	\$116.64	\$90.07	\$69.12	\$38.23
Fleet Mgt.	\$208.00	\$180.70	\$303.50	\$76.70
Facilities Management	\$686.56	\$596.45	\$382.69	\$330.84
Facilities Management - SHOP	\$118.80	\$91.74	\$58.86	\$52.34
Ag Center	\$1,338.00	\$1,549.85	\$910.58	\$866.36
Amtrak Station Bldg	\$863.64	\$1,000.38	\$725.76	\$558.49
Tax Collectors Lake Jackson	\$767.36	\$666.64	\$427.72	\$372.17
Elections Voting Center	\$1,052.96	\$914.76	\$515.51	\$509.37
Solid Waste Facility - Building D	\$899.40	\$1,041.81	\$905.65	\$579.36
Main House - Building G	\$375.30	\$289.82	\$469.13	\$164.30
Scalehouse - Building A	\$375.30	\$289.82	\$469.13	\$164.30
Hazard Waste Classroom	\$0.00	\$0.00	\$0.23	\$0.08
Parks & Rec Storage - Building B	\$207.36	\$160.13	\$259.20	\$86.63
Transfer Station - Admin Offices	\$468.00	\$361.40	\$585.00	\$200.20
Groups 3 - Monthly Costs	\$11,155.08	\$11,251.08	\$8,614.14	\$5,650.43
			52.45%	
Group 4 - Health Departments	3		2	1
Robert Stevens Clinic	\$4,992.97	N/A	\$3,468.02	\$4,050.13
Southside Health Clinic	\$2,874.32	N/A	\$3,582.04	\$1,175.45
Main Health Dept.	\$4,024.96	N/A	\$2,243.92	\$1,641.76
Amtrak Dental Clinic	\$2,905.25	N/A	\$2,340.77	\$3,194.87
Community Services Bldg/UA Trailer	\$1,797.40	N/A	\$2,769.42	\$735.99
Medical Examiner	\$1,140.13	N/A	\$696.42	\$477.63
Group 4 - Monthly Costs	\$17,735.03	N/A	\$15,100.57	\$11,275.82
			33.92%	
Group 5 - Public Safety Complex	3	2	4	1
Main Bldg	\$8,527.33	\$8,298.72	\$7,548.43	\$8,666.66
Logistics - EMS	\$1,374.24	\$1,364.42	\$2,527.74	\$961.97
Group 5 - Monthly Costs	\$9,901.57	\$9,663.14	\$10,076.17	\$9,628.63
		0.36%		

Bid Total Monthly
\$75,638.09
Bid Total Annual
\$907,657.03
FY2019 Costs
\$924,939.00
Savings
\$17,281.97

C&L Total Monthly (Local Preference)
\$58,711.83
C&L Total Annual(Local Preference)
\$704,542.01

ACP Total Monthly
\$16,926.25
ACP Total Annual
\$203,115.02

Leon County
Board of County Commissioners
Notes for Agenda Item #19

Leon County Board of County Commissioners

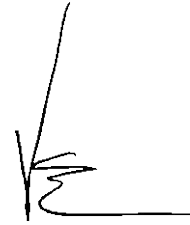
Agenda Item #19

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Full Board Appointment to the Council on Culture and Arts



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

Statement of Issue:

This item seeks the full Board's consideration of the appointment of a citizen to the Council on Culture and Arts.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Appoint one eligible applicant to the Council on Culture and Arts (COCA) for a four-year term ending September 30, 2024, from the slate of three COCA nominees. The nominees are: Haiqiong Deng, Mary Elizabeth Keating and Kristen Summers

Report and Discussion

Background:

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

Analysis:

Council on Culture & Arts (COCA)

Purpose: The responsibility of COCA is to stimulate greater awareness and appreciation of the importance of the arts; encourage and facilitate greater and more efficient use of governmental and private resources for the development and support of the arts; promote the development of resident artists, art institutions, community organizations sponsoring art activities and audiences.

Composition: COCA is comprised of 17 members: eight (8) citizens appointed by the Board, seven (7) citizens appointed by the City Commission, one (1) County Commissioner and one (1) City Commissioner. The County appointees representing each of the following categories: Business/Economic Development, Heritage/History, Marketing/Finance, Practicing Artist, Tourism, and Volunteer, and two (2) at-large appointments.

Per Section 265.32, Florida Statutes, members are appointed for a four-year term and no Council member may serve more than two full terms. Members must be qualified electors residing in the County. Vacancies are filled by the Board of County Commissioners. In filling a vacancy, the replacement Council member shall be selected by the Board from a list of three candidates submitted by the remaining members of the Council. The Council considers suggestions or recommendations made by members of the public; representative civic, labor, and cultural associations; and groups concerned with encouraging the development and appreciation of the arts before submitting the list of candidates to the Board. In the event that none of the three candidates suggested by the Council meets Board approval, the Council shall submit another and entirely different list for Board consideration to fill the vacancy.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
17	0	Male – 7 Female - 10	White – 12 Black – 4 Asian - 1

Vacancy: The term of Board appointed member Rosanne Wood is due to expire September 30, 2020. Ms. Wood has served as a member of COCA since 2012 and is not eligible for reappointment due to term limits. COCA has submitted a slate of three nominees (Attachment #1) as listed in Table #1.

Table #1: Council on Culture & Arts

Vacancies	Term Expiration	Eligible Nominees (Application Attachment #)	Gender - Race	Recommended Action
Roseanne Wood <i>Not eligible for reappointment</i>	9/30/2020	2. Haiqiong Deng 3. Mary Elizabeth Keating 4. Kristen Summers	Female – Asian Female – White Female – White	Appoint one of the nominated eligible applicants for a four-year term ending 9/30/2024.

Options:

1. Appoint one eligible applicant to the Council on Culture and Arts (COCA) for a four-year term ending September 30, 2024, from the slate of three COCA nominees. The nominees are: Haiqiong Deng, Mary Elizabeth Keating and Kristen Summers
2. Reject the slate of nominees and request COCA submit a new slate of nominees.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. COCA nomination letter
2. Deng application and resume
3. Keating application and resume
4. Summers application and resume

Sept. 17, 2020

Commissioner Bryan Desloge
2020/21 Chairman
Office of the County Commission
301 S. Monroe Street, 5th Floor
Tallahassee, FL 32301

Dear Commissioner Desloge,

A County-appointed position on the Council on Culture & Arts' Board of Directors had become vacant with Rosanne Wood reaching her term limit.

As you may recall, we are required to put forth three names for each vacancy. As recommended by COCA's Nominating Committee, approved unanimously by COCA's Board of Directors, and in accordance with our organization's bylaws, the Board submits the following individuals for your consideration. There was an overwhelming response to this opportunity, and we are encouraged by the number of local professionals who have expressed their interest in serving. Careful thought was given to the skills and influence this appointee will need, to compliment both the current membership of the Board, as well as the demographic composition of the Board as a whole.

At Large (formerly filled by Rosanne Wood)

Mary Elizabeth Keating, Attorney, Gunster Law Firm
Kristen Summers, Practicing Artist and Attorney, Florida Department of Health
Haiqiong Deng, Concert Musician and Director of FSU Chinese Music Ensemble

We look forward to hearing from you soon regarding the Commission's actions. And as always, feel free to contact us if you have any questions.

Sincerely,

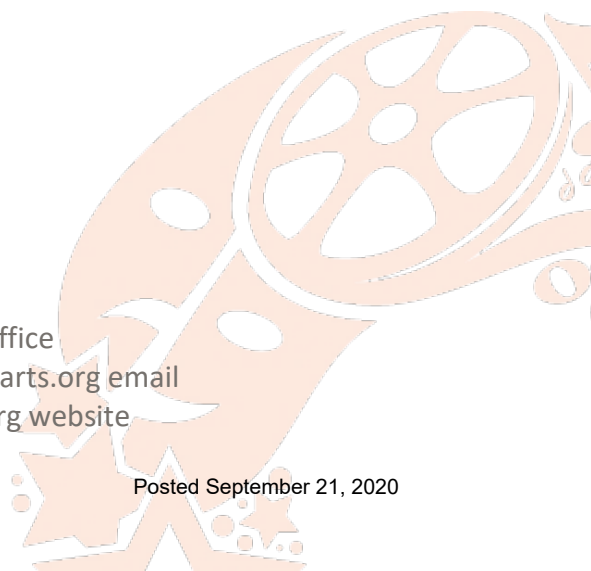


Kathleen Spehar
Executive Director

cc: Mary Smach, Agenda Coordinator

Council on Culture & Arts (COCA)
816 S. ML King Jr. Blvd.
Tallahassee, FL 32301

(850) 224-2500 office
info@tallahasseearts.org email
tallahasseearts.org website





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
COUNCIL ON CULTURE & ARTS**

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

Name: Mrs. Haiqiong Deng		Date: 9/4/2019 5:15:54 PM	
Home Address:	1166 Sandler Ridge RD. 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) 264-1389	Do you own property in the Tallahassee City Limits?	Yes
Email:	haiqiongdeng@gmail.com	How many years have you lived in Leon County?	19

(EMPLOYMENT INFORMATION)

Employer:	FSU	Work
Occupation:	concert musician, director of FSU Chinese Music Ensemble, Ph.D. Candidate in Musicology	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:	Asian	Gender:	F	Age:	44
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Amanda Hardeman Griffis	Name:	Dr. Denise Von Glahn
Address:	500 South Bronough Street, Tallahassee, FL 32399	Address:	122 N. Copeland St, Tallahassee, FL 32306
Phone:	(850) 245-6427	Phone:	(850) 644-3721

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**

No individual committed to, or owing allegiance to, any particular arts faction shall be eligible to serve. In order to serve a nomination by the Council is required.

All members must be qualified electors residing in Leon County.

Are you a registered voter in Leon County? **Yes**

Please indicate your area of expertise.

- ☐ Business/Economic Development
- ☒ Heritage / History
- ☐ Marketing/Finance
- ☐ Practicing Artist
- ☐ Tourism
- ☐ Volunteer

☐ Resident of Leon County

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

Signature: *Mrs. Haiqiong Deng*

The application was electronically sent: 9/4/2019 5:15:54 PM

Haiqiong Deng
Florida State University

Haiqiong Deng

1166 Sandler Ridge Rd.

Tallahassee, FL 32317

U.S.A.

(850) 264-1389

haiqiongdeng@gmail.com

hhd4923@my.fsu.edu

www.haiqiongmusic.com

Education:

2015-present	Ph.D. (Candidate), Musicology, Florida State University
2006	M.M., Ethnomusicology, Florida State University
2003	M.A., Arts Administration, Florida State University
1997	B.M., Guzheng Performance, Shanghai Conservatory of Music

Teaching Experience:

2001-present	Director, FSU Chinese Music Ensemble
2015-present	Graduate Teaching Assistant, Florida State University
	MUH2512/Music in World Cultures (music major)
	MUH2051/Music in World Cultures (non-music major)
	MUL2010/Music Literature, Listening, and Understanding (non-music major)
	MUH2019/Modern Popular Music (non-music major)
2008 (summer)	Visiting Professor, University of South Florida Chinese Music Culture
2008-2010	Visiting Professor, Tallahassee Community College Modern Popular Music Music Appreciation

Major Awards:

2018	Florida State University College of Music Research Fellow
2017	The Ruby Chao Yeh Award (Association for Chinese Music Research)
2017	The Florida Cultural Heritage Award
2013	The Florida Individual Artist Fellowship
2012	Master Artist of the Florida Folklife Apprenticeship Award
1995	Outstanding Performance, Chinese National Guzheng Competition

Conference and Published Papers:

2019	"The Mindfulness in Sound: Self-Cultivation and Oneness in the Art of the Ancient Seven-String Chinese Musical Instrument—Guzheng," 25 th National Conference of the Asian Studies Development Program, Nashville, TN
2018	"Chinese Music as Cross-Culture: A Review of the 21 CHIME International Conference in Lisbon 2018, <i>Asian European Music Research-E Journal</i> . 1:63-64.
2018	"The Deep Listening in Chinese Guqin Music: A Discussion of Xi Shan Qin Kuang through the Lens of Ecomusicology," The 21st European Foundation for Chinese Music Research International Conference, Lisbon, Portugal
2017	"Music, Human, and Nature: A Traditional Chinese Music Erhu Piece through the Lens of Ecomusicology," The 20 th European Foundation for Chinese Music Research International Conference, UCLA

Haiqiong Deng
Florida State University

- 2016 “*A Latin Tinge on Chinese Musical Expression: Tradition and Transformation of the 21-String Chinese Guzheng*,” Society of Ethnomusicology, Southern Plains Conference, University of North Texas.
- 2004 “*Convergence: East/West, Ancient/Modern-Contemporary Chinese Guzheng Music in the United States*,” The College Music Society, San Francisco

Solo CDs:

- 2013 *Mountain, Water, Sentiments* – Traditional Chinese Zheng Masterpieces Performed by Haiqiong Deng (Nominated for the 2014 Independence Music Award)
- 2003 *Ning: Guzheng Solo by Haiqiong Deng* (Celebrity, Singapore)

Collaborative CDs:

- 2013 *Stringing Echoes* – Classical Indian Music by Sitar and Chinese Guzheng (Nominated for the 2014 Independence Music Award)
- 2012 *Life Death Tears Dream* with Orchid Ensemble, Canada Arts Council (2012 International Independent Music Award winner)
- 2012 *Concerto for Strings with Percussion Orchestra with the McCormick Percussion Group* (Ravello Records)
- 2009 *Elegance – Music of Chihchun Chi-sun Lee*, Glorious Pantheons, Taiwan (2009 the Golden Melody Awards [Taiwan’s version of the Grammys])
- 2008 *Cross-Cultural Collisions, Reinventions & Fertilizations: the Compositions of Michael Sidney Timpson* (Capstone Records)
- 2007 *World Music: Traditions and Transformations* (Sony BMG Music Entertainment)
- 2006 *Zheng Qin: Guzheng Trio Masterpieces* (Celebrity, Singapore)
- 2004 *Tales From the Cave: Music from China* (Delos International)
- 2002 *Oriental Landscape: Evelyn Glennie with Singapore Symphony Orchestra* (BIS)

Compositions:

- 2018 *Rock the World: the Power of Powerful Music* (Premiered on March 2nd, 2018 at 22nd Annual Rainbow Concert of World Music at the Florida State University)
<https://www.youtube.com/watch?v=0r0IpYh3zXQ>
- 2018 *Kora: for Intercultural Band Omnimusic* (Premiered on March 2nd, 2018 at 22nd Annual Rainbow Concert of World Music at the Florida State University)
<https://www.youtube.com/watch?v=wsUY1K3Clho>
- 2014 *Layered Fantasy: for Indonesian Gamelan and Chinese Guzheng*
(Premiered on March 28, 2014 at the Florida State University Ruby Diamond Auditorium)
<https://www.youtube.com/watch?v=Hp5ycZ0k578>

TV show:

- 2008 *Haiqiong Deng at Maclay Gardens* (broadcasted on April 30th, 2008 on WFSUTV)

Concerts:

2019

- March 12 Guqin Lecture-recital, Chinese Music Center at Middle Tennessee State University, Murfreesboro, TN
- March 7 Guest artist at the 25th National Conference of the Asian Studies Development Program, Nashville, TN
- February 4-5 Recitals at Community College of Denver and University of Denver, Denver, CO
- January 26 Sounds of the East: an Evening with Master Zheng player Haiqiong Deng, Tallahassee, FL

2018

- April 25 FSU Chinese/Blues Music Concert, Opperman Music Hall, Tallahassee, FL

Haiqiong Deng

Florida State University

March 30	Chinese Scholar Art & Music, Norton Museum of Art, West Palm Beach, FL
March 13-14	Traditional Chinese Art & Music, Community College of Denver, Denver, CO
March 10	Chinese Zheng & Qin Music, Crawfordsville, FL
March 2	Featured Artist, the 22 nd Annual Rainbow Concert of World Music, Tallahassee, FL
February 17	Zheng & Qin Recital, University of South Florida, Tampa, FL
<u>2017</u>	
Nov 3-17	Opening Nights Education Outreach Concerts (Part of the John F. Kennedy Center's Partners in Education program), Tallahassee, FL
Oct 27	Community College of Denver, Denver, CO
Oct 14	Gamble Rogers Concert Series, St. Augustine, FL
June 20	Harn Museum of Art, Gainesville, FL
May 25-27	The 65 th Florida Folk Festival, White Spring, FL
April 28	The University of North Texas, Denton, TX
April 20	Florida Folklife Heritage Award concert, Tallahassee, FL
April 16-19	Wake Forest University, Winston-Salem, NC
Feb 28	21 st Annual Concert of World Music, Tallahassee, FL
<u>2016</u>	
Nov 20	World Beat Café, Times-Union Center Moran Theater, Jacksonville, FL
Oct 27	FSU Chinese Music Ensemble Concert, Tallahassee, FL
Sep 18	Norton Museum of Art, West Palm Beach, FL
Sep 16	University of South Florida, Tampa, FL
May 28-30	The 64 th Florida Folk Festival, White Spring, FL
April 9	The University of North Texas, Denton, TX
April 12	FSU Chinese Music Concert, Tallahassee, FL
Mar 22	20 st Annual Concert of World Music, Tallahassee, FL
Mar 18	ABCTV Morning Show, Tallahassee, FL
Sept 25-27	Savannah State University, Savannah, GA
<u>2015</u>	
April 17	Arab American Museum, Dearborn, MI
April 14-16	Milwaukee Performances as Cultural partners w/ the Milwaukee Symphony's Arts in Community Education (ACE) Program
Mar 5-6	Hiram College, Hiram, OH
Mar 1-3	Michigan State University, Lansing, MI
Feb 23-27	Austin Peay State University, Clarksville, TN
Feb 20	Asbury University, Wilmore, KY
<u>2014</u>	
Oct10	Experience Asia Festival, Tallahassee, FL
Oct 2	Jefferson College, Hillsboro, MO
Sep 30	Hope College, Holland, MI
Sep 28-29	University of Akron, Akron, Ohio
Sep 24	Baldwin Wallace University, Berea, Ohio
July 14	Harn Museum of Art, Gainesville, FL
March 28-29	United Presbyterian Church, Ashland, WI
March 27	University of Wisconsin, Green Bay, WI
March 24-25	Appleton East High School, Appleton, WI
March 23	Marygrove College, Detroit, MI
March 22	University of Michigan, Ann Arbor, MI
Feb 13-15	University of South Florida, Tampa, FL
<u>2013</u>	
Nov 13	Bainbridge College, Bainbridge, GA

Haiqiong Deng
Florida State University

Oct 9-11	University of North Carolina, Asheville, NC
Oct 7-8	Washington and Lee University, Lexington, VA
Oct 1-3	Rogers Center for the Arts, North Andover, MA
Sep 28	Colonial Theatre, Bethlehem, NH
Sep 25	New England Conservatory, Boston, MA
Sept 8	University of South Florida, Tampa, FL
May 24-26	Florida Folk Festival, White Spring, FL
Feb 1	FSU New Music Festival, Tallahassee, FL
<u>2012</u>	
Sep 10-13	Carson-Newman College, Jefferson City, TN
Sep 6-7	Middle Tennessee State University, Murfreesboro, TN
<u>2011</u>	
Aug 19	Summerfolk Festival, Owen Sound, ON
Aug 18	Music Garden, Harbourfront Center, Toronto, ON
May 13	Cummer Museum of Art and Gardens, Jacksonville, FL
May 8-9	University of South Florida, Tampa, FL
Mar 24	Cleveland State University, Cleveland, OH
Mar 22-23	Xacier University, Cincinnati, OH
Mar 21	Eastern Kentucky University, Richmond, KY
March 16-18	Community Residency-Milwaukee Symphony's ACE Program, Milwaukee, WI
<u>2010</u>	
Nov 11	Berea College, Berea, KY
Nov 5-8	CAPACOA, Ottawa, ON
Nov 4	K-12 presentations to Lewiston Students, Lewiston, ME
Oct 25	Serkin Center for the Performing Arts, Marlboro, VT
Oct 18	the Boston Area Families with Adopted Children, Boston, MA
Oct 16	Elms College Library Theatre, Chicopee, MA
Oct 14-15	New England Conservatory, Boston, MA
Oct 13	Colorado College, Colorado Springs, CO
Oct 8	Asbury University, Wilmore, KY
Oct 6	Transylvania University, Lexington, KY
Oct 4-5	John Carroll University, Cleveland, OH
April 13	Lakeland College, Sheboygan, WI
April 11	Silver Lake College, Manitowoc, WI
April 5-9	Lotus Blossoms Festival Residency, Bloomington, IN
Mar 31	Mount Union College, Alliance, OH
Mar 29	Marietta College, Marietta, OH
Mar 26	Hiram College, Hiram, OH
Mar 25	Kent State Stark Campus, Canton, OH
Mar 23	Illinois State University New Music Festival, Normal, IL
<u>2009</u>	
Nov 16	Valdosta State University, Valdosta, GA
Nov 5	Olin Arts Center, Lewiston, ME
Oct 22-23	"China Music Now", Third Angel New Music Ensemble and Portland Museum, Portland, OR
Oct 25-26	Serkin Center for the Performing Arts, Marlboro, VT
Oct 19	Wellesley University, Wellesley, MA
Oct 16	Elms College Library Theatre, Chicopee, MA
Oct 14-15	New England Conservatory, Boston, MA
Oct 3	Appleton Museum of Art, Ocala, FL
Feb 10-17	International Composition and Competition and Festival, Tampa, FL

Haiqiong Deng
Florida State University

<u>2006</u>	
Oct 26	<i>China Fest</i> , Thomas Center, Gainesville, FL
Oct 8	Norton Museum, West Palm Beach, FL
Oct 1	Moonlight Concert, Lexington, Kentucky
Sep 16	<i>Nalini Vinayak & Haiqiong Deng in String Echoes – An Evening of Indian Classical Music</i> , Tallahassee, FL
Aug 2	<i>Inspirations- Talking Among Artists</i> , Sarasota, FL
Jun 23	Housewright Music Series, Goodwood Museum & Gardens, Tallahassee, FL
Jun 12	Hartwick College Summer Music Festival & Institute, NY
Jun 3	Chinese Culture Symposium, North Kentucky University, KY
Apr 5	the 9 th Rainbow World Music Concert, Tallahassee, FL
Feb 14	Darton College, Albany, GA
Jan 14	the G. WIZ Science Museum, Sarasota, FL
Jan 13	University of South Florida, Tampa, FL
<u>2005</u>	
Oct 12-15	Society of Composer 2005 National Conference, Greensboro, NC
Oct 11	Carson Newman College, Jefferson City, TN
Oct 5-8	Middle Tennessee State University, Murfreesboro, TN
Sep 28	Darton College, Albany, GA
Feb 17	Duquesne University Symphony Orchestra, Pittsburgh, PA
Feb 11	Faculty Chamber Music Series, Tallahassee, FL
Feb 3-5	FSU Twelve Biennial Festival of New Music, Tallahassee, FL
<u>2004</u>	
Dec 2	University of South Florida Symphony Orchestra, Tampa, FL
Nov 6	San Francisco Community Music Center, San Francisco, CA
Nov 5	Clarion Music Center Benefit Concert, San Francisco, CA
Oct 7	New Music Series, Composers' Showcase, Gainesville, FL
Mar 17-20	The 7 th International Festival of Women Composers, Indiana, PA
<u>2003</u>	
Nov 6-8	Stetson University School of Music, Deland, FL
Oct 7	University of South Florida, Tampa, FL
Oct 1	The Association of Technology in Music Instruction, Miami, FL
Sep 21	Opperman Music Hall, Tallahassee, FL
Sep 19	Weill Recital Hall at Carnegie Hall, New York City, NY
April 5	The 7 th Annual World Music Rainbow Concert, Tallahassee, FL
Mar 8	Tallahassee Symphony Orchestra, Tallahassee, FL
Jan 30-31	The FSU Eleventh Biennial Festival of New Music, Tallahassee, FL
<u>2002</u>	
Dec 14-15	Tallahassee Symphony Orchestra, Tallahassee, FL
Nov 2	A Festival of Contemporary Music, Memphis, TN
Aug 18	Singapore Symphony Orchestra, Singapore
<u>2001</u>	
Dec 11	Singapore Chinese Orchestra, Singapore
Feb 4	Singapore City Orchestra, Singapore
Jun 8	Nagoya Gifu Cultural Center, Nagoya, Japan
Jan to Jun	Touring with Music From China, New York City, NY
<u>1999</u>	
July 25	Jubilee Hall Haiqiong Deng Zheng Recital, Singapore
<u>1998</u>	
Oct 12	Zheng Recital at Chinese Conservatory Concert Hall, Beijing, China,

Haiqiong Deng
Florida State University



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
COUNCIL ON CULTURE & ARTS**

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

Name: Mrs. Mary Elizabeth Keating		Date: 7/30/2020 9:30:44 AM	
Home Address:	3749 Shamrock St. W Tallahassee, FL 32309	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 591-9228	Do you own property in the Tallahassee City Limits?	Yes
Email:	bkeating@gunster.com	How many years have you lived in Leon County?	29

(EMPLOYMENT INFORMATION)

Employer:	Gunster Law Firm	Work Address:	215 S. Monroe St., Suite 601 Tallahassee, FL 32309
Occupation:	Attorney		
Work/Other Phone:	(850) 521-1706		

(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:	50
District:	District IV	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Lila Jaber	Name:	Maryrose Sirianni
Address:	926 NORTH MONROE STREET, Tallahassee, FL 32303	Address:	150 S. Monroe St., Suite 400, Tallahassee, 32301
Phone:	(850) 545-8207	Phone:	(850) 577-5553

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**

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No individual committed to, or owing allegiance to, any particular arts faction shall be eligible to serve. In order to serve a nomination by the Council is required.

All members must be qualified electors residing in Leon County.

Are you a registered voter in Leon County? **Yes**

Members must meet one of the membership eligibility criteria listed below. Please indicate your area of expertise.

- ☐ Business/Economic Development
- ☐ Heritage / History
- ☐ Marketing/Finance
- ☐ Practicing Artist
- ☐ Tourism
- ☐ Volunteer

 Resident of Leon County

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

Signature: *Mrs. Mary Elizabeth Keating*

The application was electronically sent: 7/30/2020 9:30:44 AM

Beth Keating

Shareholder



PRIMARY OFFICE

215 S. Monroe Street
Suite 601
Tallahassee, FL 32301

T: (850) 521-1706

F: (561) 671-2597

bkeating@gunster.com

PRACTICE AREAS

Government Affairs Law &
Lobbying

Energy

Public Service Commission

Beth Keating joined Gunster in 2010 as a shareholder in the firm's Tallahassee office. Beth's practice is focused on state administrative law. She provides legal counsel pertaining to federal and state regulatory laws, particularly as such regulation is applied to utility companies.

Beth's experience includes the legal representation of and policy consultation for competitive telecommunications, cable and technology companies, as well as electric and natural gas utilities before state and federal agencies and the Florida Legislature. In her third decade of practice, Beth is dedicated to problem solving. She continuously strives to offer her clients the flexibility, responsiveness and results they need in order to succeed.

Prior to joining private practice, Beth worked as an attorney at the Florida Public Service Commission for more than a decade and in a variety of capacities. Her practical agency experience helps her to understand the issues at play from all angles of analysis. Because Beth has experienced personally how public agencies work, she can more easily synthesize how policies will be analyzed and interpreted from a staff perspective.

Beth Keating

Shareholder

Attachment #3
Page 3 of 5

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

EDUCATION

Florida State University College of Law, J.D., 1994

Tulane University, University of Siena/Tulane University
College of Law, Special Course Work/EU and Human
Rights Law, 1992

University of Southern Mississippi, B.A. Political Science,
1991

BAR & COURT ADMISSIONS

Florida Bar, 1994

United States District Court, Northern District of Florida

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

Florida Bar, Government and Administrative Law
Sections

Federal Communications Bar Association, Florida co-
chair, 2007-present

HONORS

The Best Lawyers in America®, Energy Law "Lawyer of
the Year" in Tallahassee, 2020

The Best Lawyers in America®, Energy Law and
Administrative/Regulatory Law, 2012-20

CIVIC & COMMUNITY SERVICE

Foundation for Leon County Schools, board of directors

City of Tallahassee, Utility Citizens Advisory Committee

Leadership Tallahassee, Class #37



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
COUNCIL ON CULTURE AND ARTS**

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

Name: Ms. Kristen Summers		Date: 7/30/2020 10:44:27 PM	
Home Address:	321 Stone House Rd Tallahassee, FL 32301	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(305) 799-6596	Do you own property in the Tallahassee City Limits?	Yes
Email:	misummers@gmail.com	How many years have you lived in Leon County?	9

(EMPLOYMENT INFORMATION)

Employer:	Florida Department of Health	Work
Occupation:	Attorney	Address:
Work/Other Phone:		

(OPTIONAL)

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Race:	White	Gender:	F	Age:	32
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Louise St. Laurent	Name:	Kirsten Mood
Address:	Office of the General Counsel 4052 Bald Cypress Way Tallahassee, FL 32399	Address:	
Phone:	(850) 559-8595	Phone:	(850) 832-9611

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)

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- ☐ Heritage / History
- ☐ Marketing/Finance
- ☐ Practicing Artist
- ☐ Tourism
- ☐ Volunteer

 Resident of Leon County

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

Signature: *Ms Kristen Summers*

The application was electronically sent: 7/30/2020 10:44:27 PM

KRISTEN M. SUMMERS

Tallahassee, Florida • missummers@gmail.com • (305) 799-6596

July 30, 2020

Council on Culture & Arts
816 S. ML King Jr. Blvd.
Tallahassee, FL 32301

Dear Sir/Madam;

My name is Kristen Summers and I am delighted to have this opportunity to apply for the COCA Board of Directors. I have attached my resume, which will provide an oversight of my achievements as an attorney and artist. I previously applied for this position last summer and was one of the finalists selected to be considered by the County Commission in the fall. Although I was ultimately not selected to serve on the Board at that time, my interest and passion in serving my community as a member of the COCA Board of Directors remains.

Over the past nine years of my life in Tallahassee, I have fulfilled many roles: law student, law graduate, young attorney, artist, business-owner, home-owner, mentor, and advocate. In all of these roles, my love and appreciation for this community has grown and matured. While I was initially smitten by the live oaks draped in Spanish moss, quaint brick downtown, and rich current of hospitality that ran through it; my appreciation for Tallahassee has deepened to recognizing both the complexities of the social and cultural issues in the community and the role that organizations like COCA have in addressing these issues.

In such a strange time of our lives, a vibrant arts and cultural community is even more important than ever. The COVID-19 pandemic has granted us all a unique opportunity to evaluate those things that are most important to us and has given us the time to contemplate how best to prioritize those things that we hold dear. As we slip into uncertain times with increased political decisiveness, I believe that cultivating a community and sense of place focused on the beauty of artistic and creative expression is more important now than ever.

If selected to serve on the COCA Board of Directors, I hope to be able to use my experience and training as an attorney, my industry knowledge as an artist, and my passion as an advocate to support COCA in its mission. I am eager to be given the opportunity to serve my community as a member of the COCA Board of Directors and I appreciate your consideration in this matter.

Sincerely,

/s/ Kristen Summers
Kristen Summers

KRISTEN M. SUMMERS

Tallahassee, Florida • missummers@gmail.com • (305) 799-6596

EDUCATION

Florida State University College of Law

Juris Doctor
Certificate in Environmental, Energy, and Land Use Law
Distinguished Pro Bono Service

Tallahassee, FL
Graduated May 2014

University of Florida, School of Forest Resources & Conservation

Bachelor of Science
Natural Resource Conservation

Gainesville, FL
Graduated Dec 2010

WORK EXPERIENCE

Florida Department of Health

Prosecution Services Unit, Chief Legal Counsel, Emergency Action Unit Section Manager

Tallahassee, FL

July 2017– Present
Sept 2014 – Jan 2017

- Managed litigation unit of five attorneys responsible for emergently restricting and suspending healthcare practitioners from practice when the licensee was found to be an immediate, serious danger to the public health, safety, and welfare.
- Managed complicated and high-profile caseload of between 60 to 100 cases in an accelerated timeline and advocated for appropriate action before multiple professional boards.
- Successfully litigated cases before the Division of Administrative Hearings.

Florida Department of Environmental Protection

Office of Water Policy (OWP), Operations Review Specialist

Tallahassee, FL

Jan 2017 – July 2017

- Oversaw water management districts' development of minimum flows and levels for priority waterbodies.
- Provided general oversight to the South Florida Water Management District by attending district governing board meetings and updating OWP directors about current events related to the district.

Bourbon & Birdies

Owner/Artist

Tallahassee, FL

March 2015 – Present

- Watercolor artist specializing in whimsical birds from Florida. Small art business promotes ecological conservation and education through beneficiary partnerships with conservation nonprofits throughout Florida.
- Featured in Flamingo Magazine, Inside the Studio, Winter 2018.
- Member of the first cohort of the Tallahassee Arts Entrepreneurs Institute, 2018.
- Community Involvement: Tall Timbers Kate Ireland Memorial Dinner, 2017 to 2019; Big Bend Cares Artopia, 2015, 2016, 2017; Southern Exposure Art Gallery, Guest Artist 2017; Hearth & Soul Summer Artist Series, 2018. Also featured at: Black Dog - Lake Ella; Renditions an Art Space; Camp Folks, Railroad Square; Gasparilla Festival of the Arts, Emerging Artist; Tallahassee Chain of Parks, 2016, 2017, 2019).

PREVIOUS INTERNSHIPS

Leon County Attorney's Office, Extern, *Tallahassee, FL*

Spring 2014

Florida Fish & Wildlife Conservation Commission, Intern, *Tallahassee, FL*

Summer – Fall 2013

Florida Department of Financial Services, Law Clerk, *Tallahassee, FL*

Fall 2011 – Fall 2015

U.S. Fish and Wildlife Service (PIBO-EMP), Stream Analyst, *St. Regis, MT*

Summer 2010

Miami-Dade County Sea Grant, Intern, *Miami, FL*

Summer 2009

EXTRACURRICULAR INVOLVEMENT & MEMBERSHIPS

Florida Bar Administrative Law Section

Council on Culture & Arts

Tallahassee Watercolor Society
Sustainable Tallahassee, *Board of Directors*

Big Brothers Big Sisters, *Big Sister*

**Leon County
Board of County Commissioners
Notes for Agenda Item #20**

Leon County Board of County Commissioners

Agenda Item #20

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Second and Final Public Hearing for Adoption of the FY 2020/2021 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 Michelle Tipton, Management & Budget Analyst

Statement of Issue:

In compliance with Executive Order Number 20-179 and Florida Statutes, this item recommends conducting the second of two virtual public hearings to adopt the FY 2020/2021 final millage rates and budgets. Maintaining the same millage rate for the ninth consecutive year, and the overall 2.32% increase in the budget, reflects the Board policy direction provided through-out the budget development process and the continuous efforts to identify and implement significant cost avoidances and savings.

Fiscal Impact:

This item has a fiscal impact. If adopted, the Leon County FY 2020/2021 final budget is \$280,565,746; this total includes the Emergency Medical Services budget of \$23,350,669.

Staff Recommendation:

- Option #1: Adopt, via Resolution, the final FY 2020/2021 Countywide millage rate of 8.3144 mills (Attachment #1).
- Option #2: Adopt, via Resolution, the final FY 2020/2021 Countywide budget (Attachment #2).
- Option #3: Adopt, via Resolution, the final FY 2020/2021 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
- Option #4: Adopt, via Resolution, the final FY 2020/2021 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 was \$18,790,832,510 an increase of \$1.165 billion or 6.78% 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 14, 2020 meeting, the Board ratified the actions of the July 14 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, only decreased during the public hearing.

As allowed by Executive Order Number 20-179 and in accordance with Sections 129.03 and 200.065, Florida Statutes, on August 4, 2020, 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 virtual place and method at which a public hearing would be held to consider the tentative millage rates and the tentative budgets. 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 15, 2020, 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 Friday, September 25, 2020, the County advertised in a newspaper of general circulation in the County, its intent to adopt final millage rates and budgets for FY 2020/2021 (Attachment #5). A copy of the required advertisement will be provided to the Clerk of Courts and Comptroller at the September 29, 2020, 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 budget. The County's tentative aggregate millage rate was set by the Board at its July 14, 2020 meeting and confirmed at the September 15, 2020 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 final budget.

The proposed FY 2020/2021 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 1.59% more than the rolled-back rate of 8.6768 (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 FY 2020/2021 Countywide millage rate of 8.3144 mills (Attachment #1).
2. Adopt, via Resolution, the final FY 2020/2021 Countywide budget (Attachment #2).
3. Adopt, via Resolution, the final FY 2020/2021 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
4. Adopt, via Resolution, the final FY 2020/2021 Emergency Medical Services MSTU budget (Attachment #4).
5. Board direction.

Recommendation:

Options #1, #2, #3 and #4

Attachments:

1. Resolution adopting final FY 2020/2021 Countywide millage rate
2. Resolution adopting final FY 2020/2021 Countywide budget
3. Resolution adopting final FY 2020/2021 Emergency Medical Services MSTU millage rate
4. Resolution adopting final FY 2020/2021 Emergency Medical Services MSTU budget
5. Notice of Tax Increase

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, on September 29, 2020, adopted Fiscal Year 2020/2021 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 \$18,790,832,510.

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

1. The Fiscal Year 2020/2021 final aggregate millage rate is 8.8144 mills (*County-wide 8.3144 = 3.5164 mills – General Fund; 4.7980 mills – Fine and Forfeiture*) and (0.5000 – *Emergency Medical Services MSTU*), which is above the rolled-back rate of 8.6768 by 1.59%.

2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this the 29th day of September, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chair
Board of County Commissioners

ATTEST:

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

BY: _____

APPROVED AS TO FORM:

Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

BY: _____

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, on September 29, 2020, 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 2020/2021, attached hereto as Exhibit A, in the amount of \$296,992,085.

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

1. The Fiscal Year 2020/2021 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 29th day of September, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chair
Board of County Commissioners

ATTEST:
Gwendolyn Marshall, Clerk of the Court
& Comptroller, Leon County, Florida

BY: _____
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

BY: _____

EXHIBIT A

Leon County Fiscal Year 2021 Tentative Budget

Summary of All Funds

		FY 2019 Actual	FY 2020 Adopted	FY 2021 Requested	FY 2021 Budget	FY 2022 Planned	FY 2023 Planned	FY 2024 Planned	FY 2025 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	92,261,785	73,390,946	76,197,449	75,952,687	82,325,637	86,921,652	87,866,648	89,381,249
Special Revenue Funds									
Supervisor of Elections	060	4,241,516	5,530,069	4,469,648	4,458,035	4,668,422	4,596,837	5,871,224	6,073,928
Transportation Trust	106	17,535,664	16,817,928	18,534,089	18,454,643	20,131,899	19,328,307	20,169,820	20,044,870
Fine and Forfeiture	110	84,150,086	85,577,353	87,210,909	86,926,775	92,034,519	97,078,390	102,502,629	108,366,357
Probation Services	111	3,141,877	3,464,492	3,477,013	3,525,911	3,709,379	3,752,533	3,840,584	3,931,581
Teen Court	114	67,794	80,749	85,199	84,755	87,198	90,733	92,546	94,414
Drug Abuse Trust	116	42,759	89,040	93,227	93,227	97,609	102,276	107,033	107,033
Judicial Programs	117	248,350	357,134	354,661	353,178	362,320	361,313	369,393	377,112
Building Inspection	120	2,193,238	2,753,841	3,006,849	2,990,954	2,981,354	3,048,289	3,117,728	3,187,690
Dvlpmnt Svcs & Environ. Mgmt.	121	3,935,377	4,234,991	4,205,925	4,181,559	4,513,691	4,630,816	4,750,789	4,873,668
Stormwater Utility	123	5,422,612	5,434,302	5,504,085	5,484,573	5,812,883	5,916,243	6,037,955	6,150,203
SHIP Trust	124	1,003,246	175,000	85,000	85,000	85,000	85,000	85,000	85,000
Grants	125	3,566,369	841,544	883,513	881,222	896,742	910,327	924,284	938,627
Non-Cntywide Gen. Rev.	126	22,024,587	22,386,805	16,890,896	16,890,896	23,210,300	24,399,547	25,127,061	25,887,325
Grants	127	191,594	60,000	60,000	60,000	60,000	60,000	60,000	60,000
9-1-1 Emergency Communications	130	1,120,796	1,265,400	1,297,700	1,297,700	1,337,600	1,377,500	1,418,350	1,462,050
Radio Communication Systems ⁽¹⁾	131	4,000	1,646,820	-	-	-	-	-	-
Municipal Services	140	9,239,246	9,650,910	9,422,027	9,422,027	9,685,013	9,967,656	10,258,951	10,559,253
Fire Rescue Services	145	2,721,326	8,458,652	8,975,159	8,975,159	10,674,440	10,774,858	10,876,423	10,979,152
Tourist Development	160	7,063,438	6,450,469	4,520,407	4,520,407	4,653,947	4,972,206	5,457,688	5,991,560
Special Assessment, Paving	162	123,339	128,440	113,770	113,770	102,895	103,019	95,645	95,571
Killearn Lakes Units I and II Sewer	164	228,417	237,500	237,500	237,500	237,500	237,500	237,500	237,500
Bank of America Building	165	1,712,596	2,049,430	1,487,132	1,487,132	1,138,945	1,153,651	1,169,738	1,185,987
Huntington Oaks Plaza	166	89,361	106,991	289,940	289,940	286,140	297,018	304,713	264,813
Subtotal		170,199,635	177,797,860	171,204,649	170,814,363	186,767,796	193,244,019	202,875,054	210,953,694
Debt Service Funds									
Series 2003A & 2003B ⁽²⁾	211	7,076,583	7,076,873	7,076,873	-	-	-	-	-
Series 2014	222	494,101	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
Bond Series 2020-Capital Equipment	223	-	-	261,757	261,757	257,731	257,689	257,645	257,601
Subtotal		7,571,030	7,569,535	10,606,810	3,529,937	3,527,793	3,529,282	3,527,398	3,528,184
Capital Project Funds									
Capital Improvements	305	12,526,351	9,859,018	10,009,175	10,009,175	10,089,581	11,242,453	11,224,184	11,531,801
Transportation Improvements	306	3,109,948	3,858,708	3,746,700	3,746,700	4,285,935	3,201,595	3,727,249	3,285,956
Sales Tax	308	88,279	300,000	60,000	60,000	-	-	-	-
Sales Tax - Extension	309	5,677,780	1,206,595	481,573	481,573	-	-	-	-
Series 1999 Construction	318	304	-	-	-	-	-	-	-
9-1-1 Capital Projects	330	-	97,375	57,570	57,570	58,146	58,727	59,314	59,907
Sales Tax - Extension 2020	351	-	3,402,900	3,492,418	3,492,418	3,736,888	3,923,732	4,119,918	4,325,914
Sales Tax - Extension 2020 JPA Agreement	352	-	3,586,830	4,510,550	4,600,850	4,622,630	4,645,060	4,600,000	4,666,949
Subtotal		21,740,784	22,311,426	22,357,986	22,448,286	22,793,180	23,071,567	23,730,665	23,870,527
Enterprise Funds									
Solid Waste	401	17,609,606	11,599,286	15,715,401	15,700,792	15,874,690	16,248,305	16,631,259	17,023,749
Subtotal		17,609,606	11,599,286	15,715,401	15,700,792	15,874,690	16,248,305	16,631,259	17,023,749
Internal Service Funds									
Insurance Service	501	3,677,182	3,803,684	4,092,512	4,092,512	4,133,256	4,174,409	4,215,972	4,257,952
Communications Trust	502	1,054,355	1,357,168	1,368,186	1,368,186	1,381,868	1,395,685	1,409,644	1,423,739
Motor Pool	505	2,950,716	2,903,256	3,091,010	3,085,322	3,115,838	3,140,427	3,164,738	3,188,735
Subtotal		7,682,253	8,064,108	8,551,708	8,546,020	8,630,962	8,710,521	8,790,354	8,870,426
TOTAL		317,065,093	300,733,161	304,634,003	296,992,085	319,920,058	331,725,346	343,421,378	353,627,829
Less Interfund Transfers		43,803,984	47,539,076	39,777,008	39,777,008	50,977,755	52,303,302	54,951,131	55,876,349
NET TOTAL		273,261,109	253,194,085	264,856,995	257,215,077	268,942,303	279,422,044	288,470,247	297,751,480

1) Due to 89% of resources coming from general revenue, these expenses were moved to the General Fund (001).

2) Debt services complete in this fund in FY2020.

EXHIBIT B

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Ad Valorem - General Fund	311110	52,209,220	55,153,408	66,075,908	62,772,113	66,212,388	68,636,866	70,625,357	71,648,262
Delinquent Taxes	311200	-	280,000	132,105	125,500	125,500	125,500	125,500	125,500
Delinquent Taxes 2004	311204	2	-	-	-	-	-	-	-
Delinquent Taxes 2007	311207	3	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	121	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	2	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	41	-	-	-	-	-	-	-
Delinquent Taxes 2011	311211	8,250	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	7,951	-	-	-	-	-	-	-
Delinquent Taxes 2013	311213	7,705	-	-	-	-	-	-	-
Delinquent Taxes - 2014	311214	11,927	-	-	-	-	-	-	-
Delinquent Taxes-2015	311215	(12,625)	-	-	-	-	-	-	-
Delinquent Taxes-2016	311216	8,658	-	-	-	-	-	-	-
Delinquent Taxes-2017	311217	80,696	-	-	-	-	-	-	-
Delinquent Taxes 1997	311297	48,491	-	-	-	-	-	-	-
Tourist Development (4 Cents)	312100	59,280	45,336	35,833	34,041	34,723	35,417	36,126	36,849
Tourist Development (1 Cent)	312110	8,243	11,334	8,958	8,510	8,680	8,854	9,031	9,211
Process Server Fees	329300	-	9,500	10,000	9,500	9,500	9,500	9,500	9,500
Irma FEMA Reimbursement	331321	1,280,728	-	-	-	-	-	-	-
Hurricane Michael Reimbursement	332322	20,689,056	-	-	-	-	-	-	-
Federal Payments in Lieu of Taxes	333000	234,719	266,000	248,947	236,500	243,600	250,900	258,400	266,200
State Library Aid	334710	150,760	143,222	156,627	148,796	150,283	151,786	153,304	154,838
COT Reimbursement for PSC	337220	1,981,274	940,137	989,537	989,537	989,537	989,537	989,537	989,537
GIS	337300	1,428,682	1,513,419	1,572,240	1,572,240	1,572,240	1,572,240	1,572,240	1,572,240
Blueprint 2000 Reimbursement	337402	806,891	201,804	514,585	514,585	532,184	550,491	569,538	589,358
Payments In Lieu Of Taxes	339100	23,578	-	-	-	-	-	-	-
\$2.00 IT Added Court Cost FS 28.24(12)	341160	314,302	320,435	332,600	315,970	312,835	309,700	306,565	303,525
Zoning Fees	341200	4,750	12,350	13,000	12,350	12,350	12,350	12,350	12,350
Hand Foggging Fees	342950	375	1,235	775	736	744	751	759	767
Medical Examiner Facility Use Fee	343800	-	250,000	175,000	166,250	169,575	172,967	176,425	179,954
Parking Facilities	344500	134,303	139,650	145,000	137,750	137,750	137,750	137,750	137,750
Library Parking	344510	23,198	40,945	30,000	28,500	30,400	31,350	33,250	35,150
Library Fees	347100	102,757	93,100	71,000	67,450	64,600	61,750	57,950	55,100
Library Printing	347101	8,867	6,840	9,000	8,550	8,645	8,740	8,835	8,930
FS 29.0085 Court Facilities	348930	589,402	595,650	674,000	640,300	646,950	653,600	660,250	666,900
Civil Fee - Circuit Court	349200	92	-	-	-	-	-	-	-
GAL / Circuit-wide Reimbursement	349501	16,120	36,894	43,197	41,037	41,858	42,695	43,549	44,420
Radio Communications Program	351600	-	-	201,020	190,969	196,698	202,600	208,678	214,938
Interest Income - Investment	361110	399,136	98,065	100,000	100,000	101,000	102,010	103,030	104,060
Pool Interest Allocation	361111	486,515	949,050	512,800	487,160	492,032	496,952	501,921	506,940
Net Incr(decr) In Fmv Of Investment	361300	270,742	-	-	-	-	-	-	-
Rents And Royalties	362000	1	4,750	5,000	4,750	4,750	4,750	4,750	4,750
Gain (loss) On Sale Land	364300	52,977	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	152,422	190,000	86,738	82,401	84,873	87,419	90,042	92,743
Refund Of Prior Year Expenses	369300	69,465	-	-	-	-	-	-	-
Lawsuit Settlements	369350	53	-	-	-	-	-	-	-

Leon County Fiscal Year 2021 Tentative Budget

General Fund (001)

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Other Miscellaneous Revenue	369900	433,034	212,227	121,053	115,000	115,000	115,000	115,000	115,000
Volunteer Certificate Training Fees	369930	-	1,378	-	-	-	-	-	-
Transfer From Fund 106	381106	97,135	106,340	104,395	104,395	105,439	106,493	107,558	108,634
Transfer From Fund 126	381126	7,795,529	9,154,601	4,047,066	4,047,066	7,273,461	9,385,831	9,289,093	10,217,479
Transfer From Fund 140	381140	103,125	116,025	119,695	119,695	119,695	119,695	119,695	119,695
Transfer From Fund 145	381145	1,965	1,645	2,670	2,670	2,723	2,777	2,833	2,890
Transfer From Fund 160	381160	12,270	-	-	-	-	-	-	-
Transfer From Fund 162	381162	121,040	122,940	108,270	108,270	97,395	97,519	90,145	90,071
Transfer From Fund 165	381165	255,695	283,340	283,040	283,040	288,701	294,475	300,365	306,372
Transfer from Fund 166	381166	-	-	123,460	123,460	125,929	128,448	131,017	133,637
Transfer From Fund 401	381401	82,435	85,210	65,670	65,670	66,983	68,323	69,689	71,083
Pensacola Care Lease	383001	146,616	146,616	146,616	146,616	146,616	146,616	146,616	146,616
Clerk Excess Fees	386100	206,864	-	-	-	-	-	-	-
Property Appraiser	386600	93,056	-	-	-	-	-	-	-
Tax Collector	386700	818,161	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Aviation Insurance	396300	37,965	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	1,557,500	1,841,310	1,841,310	1,500,000	1,500,000	500,000	-
Total Revenues		91,864,019	73,390,946	79,407,115	75,952,687	82,325,637	86,921,652	87,866,648	89,381,249
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
County Commission	100-511	1,778,844	1,767,755	1,809,517	1,798,931	1,833,281	1,857,702	1,882,814	1,908,632
Commissioner Office Budget	101-511	14,752	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	102-511	2,793	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	103-511	11,685	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	104-511	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	105-511	11,611	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	106-511	4,045	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	107-511	11,380	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioners' Account	108-511	21,115	25,175	24,845	24,845	24,845	24,845	24,845	24,845
County Administration	110-512	1,169,902	1,199,472	1,240,887	1,238,043	1,286,626	1,320,867	1,356,116	1,392,413
Volunteer Services	113-513	198,287	216,339	189,963	188,225	194,453	196,960	199,537	202,182
PLACE - Economic Development	114-512	339,096	77,000	-	-	-	-	-	-
Strategic Initiatives	115-513	811,126	831,822	811,833	808,279	836,399	852,728	869,534	886,832
Community and Media Relations	116-513	663,968	779,612	756,843	753,526	774,789	787,232	800,042	813,217
County Attorney	120-514	1,916,538	2,121,437	2,017,609	2,011,946	2,101,226	2,141,437	2,182,837	2,225,291
Office of Sustainability	127-513	273,224	322,550	331,758	331,364	320,294	345,713	331,293	357,038
Office of Management & Budget	130-513	725,661	818,657	796,336	792,071	854,803	873,109	891,738	910,910
Clerk - Finance Administration	132-586	1,764,750	1,845,539	1,952,621	1,941,920	2,000,499	2,060,835	2,122,981	2,122,981
Procurement	140-513	402,760	486,240	470,745	468,612	532,336	545,666	559,377	573,493
Warehouse	141-513	118,305	117,491	117,921	117,131	120,934	124,034	127,224	130,506
Facilities Management	150-519	7,189,567	7,968,521	7,978,003	7,952,478	8,378,923	8,514,589	8,636,568	8,760,628
Facilities - Detention Center	152-519	-	2,695,308	2,450,008	2,443,688	2,519,126	2,590,276	2,663,548	2,738,990
Real Estate Management	156-519	250,087	355,111	345,831	344,646	350,172	353,985	357,905	361,941
Human Resources	160-513	1,376,226	1,509,093	1,534,619	1,526,508	1,579,567	1,614,932	1,651,262	1,688,684
Management Information Services	171-513	6,785,180	6,922,449	7,243,864	7,221,563	7,659,708	7,805,682	7,900,627	8,043,437
Health Department	190-562	296,681	237,345	237,345	237,345	237,345	237,345	237,345	237,345
Mosquito Control	216-562	698,500	851,209	810,585	807,504	855,044	870,127	885,639	901,409
Lib - Policy, Planning, & Operations	240-571	887,444	909,660	664,613	1,077,088	1,110,832	1,132,411	1,154,608	1,177,447
Library Public Services	241-571	4,340,237	4,661,631	4,314,653	5,521,086	5,688,178	5,815,389	5,945,723	6,079,823
Library Collection Services	242-571	1,510,521	1,643,829	1,661,446	-	-	-	-	-
Summer Youth Employment	278-551	39,965	40,666	40,727	40,727	40,727	40,727	40,727	40,727
Cooperative Extension	361-537	370,686	429,723	442,331	442,331	455,478	469,019	482,966	497,332
Medical Examiner	370-527	786,524	540,441	717,875	717,875	699,229	710,810	710,810	710,810

Leon County Fiscal Year 2021 Tentative Budget

General Fund (001)

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tubercular Care & Child Protection Exams	370-562	35,250	61,000	61,000	61,000	61,000	61,000	61,000	61,000
Baker Act & Marchman Act	370-563	638,156	638,156	638,156	638,156	638,156	638,156	638,156	638,156
Medicaid & Indigent Burials	370-564	3,170,246	3,335,672	3,514,803	3,514,803	3,668,485	3,776,008	3,886,756	4,000,827
CHSP & Emergency Assistance	370-569	1,687,159	1,480,524	1,692,370	1,691,580	1,723,597	1,723,941	1,724,293	1,724,652
Housing Services	371-519	5,970	-	-	-	-	-	-	-
Housing Services	371-569	597,160	585,596	606,100	601,674	624,257	636,649	649,401	662,522
Veteran Services	390-553	303,679	371,598	305,873	303,977	316,334	322,017	327,861	333,872
Blueprint 2000	403-515	621,673	436,719	582,164	578,609	598,369	615,038	632,197	649,854
Public Safety Complex Facilities	410-529	1,506,165	1,606,491	1,669,624	1,667,435	1,773,249	1,801,142	1,813,897	1,827,027
Public Safety Complex Technology	411-529	198,345	268,924	263,255	261,912	269,462	272,392	275,406	278,504
Geographic Info. Systems	421-539	2,062,800	2,103,224	2,108,731	2,099,120	2,180,789	2,225,044	2,270,588	2,317,452
MIS Automation - General Fund	470-519	251,492	-	305,320	305,320	305,320	305,320	305,320	305,320
General Fund - Risk	495-519	440,641	531,640	542,580	542,580	544,766	546,974	549,204	551,456
Indirect Costs - General Fund	499-519	(6,679,198)	(7,144,000)	(7,326,000)	(7,326,000)	(7,550,000)	(7,784,000)	(8,025,000)	(8,269,000)
Property Appraiser	512-586	5,080,216	5,059,837	5,245,309	5,215,123	5,350,215	5,457,219	5,566,363	5,677,690
Tax Collector	513-586	4,902,959	5,077,511	5,462,992	5,462,992	5,570,252	5,680,751	5,814,131	5,814,131
Radio Communication Systems (800 MHZ)	529-519	1,483,492	1,641,820	1,686,950	1,686,950	1,727,545	1,768,731	1,811,023	1,854,451
Court Administration	540-601	201,628	206,609	220,174	218,204	225,318	229,299	233,395	237,603
Court Information Systems	540-713	10,724	11,815	12,160	12,160	12,160	12,160	12,160	12,160
Guardian Ad Litem	547-685	17,419	20,710	21,882	21,882	21,882	21,882	21,882	21,882
GAL Information Systems	547-713	2,770	2,715	2,395	2,395	2,395	2,395	2,395	2,395
Planning Department	817-515	1,075,138	1,145,289	1,082,779	1,082,305	1,105,372	1,128,448	1,132,183	1,136,027
Non-Operating General Fund	820-519	958,818	1,001,388	1,041,436	1,041,436	1,044,408	1,044,408	1,044,408	1,044,408
Tax Deed Applications	831-513	4,877	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	158,416	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	11,296,959	14,518,940	11,321,341	11,289,013	15,350,237	18,536,768	19,809,266	20,336,185
Primary Health Care	971-562	1,784,849	1,828,022	1,825,007	1,824,059	1,677,544	1,679,823	1,682,168	1,684,576
CRA-Payment	972-559	2,287,408	2,733,540	3,518,010	3,518,010	3,799,451	4,103,407	2,781,869	2,860,926
Budgeted Reserves - General Fund	990-599	22,974,857	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Total Appropriations		92,261,785	77,728,074	76,197,449	75,952,687	82,325,637	86,921,652	87,866,648	89,381,249
Revenues Less Appropriations		(397,765)	(4,337,128)	3,209,666	-	-	-	-	-

Leon County Fiscal Year 2021 Tentative Budget**Notes:**

Leon County's budget is balanced without increasing the current 8.3144 millage rate. For FY 2021 property values increased by 6.78%, providing an additional \$9.2 million in property tax revenue. However, due to the onset of the COVID-19 pandemic, the County's other sources of general revenues have declined. The increase in property taxes offsets the \$7.4 million in lost revenue from state shared sales tax revenue, gas taxes and interest earnings.

For FY 2021, the total general revenue transfer to capital is \$5.12 million, a \$2.32 million decrease from the \$7.4 million transferred in FY 2020. The General Fund (Fund 001) portion of the transfer to the capital projects (Fund 305) decreased by \$1.6 million from \$5.1 million in FY 2020 to \$3.49 million in FY 2021. In addition, the Board appropriated \$1.84 million in fund balance, an increase of \$283,810 from FY 2020. The use of this fund balance still leaves the general fund reserves within policy limits. Out years from FY 2022 to FY 2025 show a declining use of fund balance.

In addition to the revenue decline, several budget balancing strategies were implemented to reduce operating costs that directly impact the General Fund. The Library RFID and Collection Services program implementation will generate a reoccurring budget savings of \$350,000 which includes the elimination of 12.5 positions. In addition, the County deferred the maintenance of carpet and paint in County facilities saving \$229,980. Other cost savings measures impacting the General Fund and other County funds include a 6-month hiring freeze and a non-essential training and travel freeze.

Leon County Fiscal Year 2021 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 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 are returned to the General Fund as excess fees.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Supervisor Of Elections	341550	91,249	-	-	-	-	-	-	-
Transfer From Fund 001	381001	4,150,267	5,530,069	4,458,035	4,458,035	4,668,422	4,596,837	5,871,224	6,073,928
Total Revenues		4,241,516	5,530,069	4,458,035	4,458,035	4,668,422	4,596,837	5,871,224	6,073,928
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
MIS Automation-SOE	470-513	15,381	28,094	27,755	27,755	27,755	27,755	27,755	27,755
Supervisor of Elections - Risk	495-513	16,687	16,687	16,677	16,677	16,765	16,853	16,942	17,032
Voter Registration	520-513	2,652,142	2,858,320	3,027,543	3,015,930	3,068,061	3,157,668	3,211,791	3,280,595
Elections	520-586	175,256	-	-	-	-	-	-	-
Elections	521-513	1,230,714	2,626,968	1,397,673	1,397,673	1,555,841	1,394,561	2,614,736	2,748,546
Elections	521-586	75,110	-	-	-	-	-	-	-
Special Elections	522-513	71,739	-	-	-	-	-	-	-
Transfers	950-581	4,488	-	-	-	-	-	-	-
Total Appropriations		4,241,516	5,530,069	4,469,648	4,458,035	4,668,422	4,596,837	5,871,224	6,073,928
Revenues Less Appropriations		-	-	(11,613)	-	-	-	-	-

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 elections cycles and decreases in off year election cycles. The upcoming FY 2021 cycle is a general and non-Presidential Preference Primary election. The FY 2021 Supervisor of Elections budget reflects a total decrease of \$1.06 million over FY 2020.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
County Ninth-Cent Voted Fuel Tax	312300	1,498,387	1,494,540	1,490,431	1,415,909	1,557,499	1,580,862	1,604,575	1,628,643
Local Option Gas Tax	312410	3,888,781	3,851,965	3,917,956	3,722,058	4,094,264	4,155,678	4,218,013	4,281,283
2nd Local Option Gas Tax	312420	3,100,482	3,046,175	3,104,762	2,949,524	2,993,767	3,038,674	3,084,254	3,130,518
Federal Payments in Lieu of Taxes	333000	50,361	34,485	36,422	34,601	34,601	34,601	34,601	34,601
20% Surplus Gas Tax	335420	613,897	610,280	617,661	586,778	595,580	604,454	613,520	622,723
5th & 6th Cent Gas Tax	335430	2,455,586	2,439,600	2,470,642	2,347,110	2,382,317	2,418,290	2,454,080	2,490,891
Gas Tax Pour-Over Trust	335440	1,330,123	1,332,095	1,362,844	1,294,702	1,320,725	1,347,668	1,374,622	1,401,564
Other Transportation	335490	49,969	88,255	78,500	74,575	75,335	76,095	76,855	77,615
Service Area App Fees	343651	5,040	2,242	2,360	2,242	2,266	2,290	2,309	2,332
FDOT NPDES Reimbursement	343901	-	36,000	36,000	36,000	36,000	36,000	36,000	36,000
DOT-Reimbursement Route 27	343913	1,422	-	-	-	-	-	-	-
DOT Reimbursement-Landscape	343917	38,174	34,863	70,772	70,772	70,772	71,834	71,834	71,834
Grading Fee Public Works	343920	48,593	41,610	44,200	41,990	42,370	42,845	43,225	43,700
Parking Facilities	344500	20	-	-	-	-	-	-	-
FDOT Street Lighting Reimbursement	344909	-	-	64,245	64,245	64,245	64,245	64,245	64,245
Traffic Signs	344910	-	342	360	342	342	342	342	342
Subdivision Fees	344911	10,749	3,230	5,300	5,035	5,320	5,320	5,320	5,320
R-O-W Placement Fees	344913	57,388	54,910	64,700	61,465	61,465	61,465	61,465	61,465
Signal Maintenance - State Reimb	344914	236,187	196,188	163,204	163,204	168,100	173,143	178,337	183,687
Pool Interest Allocation	361111	96,730	91,390	54,500	51,775	52,293	52,815	53,343	53,877
Interest Income - Other	361120	3,370	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	78,652	-	-	-	-	-	-	-
Equipment Buyback	364100	333,873	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	-	-	84,500	80,275	185,250	192,850	110,200	95,000
Refund Of Prior Year Expenses	369300	26,217	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	206	-	-	-	-	-	-	-
Transfer From Fund 123	381123	1,554,375	1,557,055	1,628,430	1,628,430	1,670,610	1,714,510	1,760,190	1,754,855
Transfer From Fund 126	381126	3,313,883	1,902,703	3,823,611	3,823,611	4,718,778	3,654,326	4,322,490	4,004,375
Gas And Oil Sales	395100	1,081	-	-	-	-	-	-	-
Total Revenues		18,793,547	16,817,928	19,121,400	18,454,643	20,131,899	19,328,307	20,169,820	20,044,870

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Support Services	400-541	629,150	605,428	629,228	627,095	645,110	658,720	672,728	687,146
Engineering Services	414-541	3,508,986	3,976,392	3,978,604	3,958,223	4,212,296	4,311,089	4,412,787	4,517,435
Transportation Maintenance	431-541	4,414,766	4,674,502	4,732,356	4,699,676	4,966,063	5,028,331	5,118,992	5,208,532
Right-Of-Way Management	432-541	2,866,855	2,972,786	2,963,599	2,939,347	3,132,254	3,180,676	3,230,496	3,276,544
MIS Automation - Transportation Trust	470-541	20,155	-	21,390	21,390	21,390	21,390	21,390	21,390
Transportation Trust - Risk	495-541	71,772	71,772	73,817	73,817	74,412	75,013	75,620	76,233
Indirect Costs - Transportation Trust	499-541	1,782,000	1,842,000	1,824,000	1,824,000	1,879,000	1,935,000	1,993,000	2,053,000
Transfers	950-581	4,241,980	2,665,048	4,301,095	4,301,095	5,191,374	4,108,088	4,634,807	4,194,590

Leon County Fiscal Year 2021 Tentative Budget

Transportation Trust (106)

Appropriations by Department/Division		Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
	Acct #								
Budgeted Reserves - Transport. Trust	990-599	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Appropriations		17,535,664	16,817,928	18,534,089	18,454,643	20,131,899	19,328,307	20,169,820	20,044,870
Revenues Less Appropriations		1,257,883	-	587,311	-	-	-	-	-

Notes:

FY 2021 reflects an increase in transfers to the Transportation Capital Fund generated from FY 2020 project deferred savings including the Stormwater Infrastructure Preventative Maintenance, the Sidewalk Program and Baum Road Drainage Improvements in both FY 2020 and FY 2021 as part of the budget balancing strategies for FY 2021 to support critical capital projects including Maylor Road Stormwater Improvements.

Previously, during the FY 2019 budget, gas tax funding that was traditionally split 50/50 for sidewalk projects and general transportation maintenance was to be reallocated for two years to fix chronic flooding problems on county roads in FY 2020 and FY 2021. However, due to the Coronavirus and subsequent budget balancing strategies for FY 2021, sidewalk funding was suspended, and transportation and stormwater funding were reduced. While allocated sidewalk funding has been reduced for FY 2021, the sidewalk program still has \$1.25 million allocated in the Sales Tax Extension Fund (352) for FY 2021.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Ad Valorem - Fine/Fore. Fund	311120	80,730,431	84,065,518	90,158,589	85,650,660	90,744,695	95,775,677	101,185,757	107,035,292
Child Support Enforcement	331240	21,820	21,470	20,600	19,570	20,140	20,710	21,375	22,040
Title IV - Child Support Enforcement	331691	-	3,800	-	-	-	-	-	-
Sheriff Fees-Warrants, Fingerprints, Records	341520	318,836	303,050	332,300	315,685	318,820	321,955	325,185	328,415
Sheriff Fee-Public Records	341521	-	40,000	30,000	30,000	30,300	30,603	30,909	31,218
Sheriff Wrecker Services	341525	87,084	60,325	65,500	62,225	62,890	63,555	64,125	64,790
Room And Board - Prisoners	342300	435,988	478,610	449,300	426,835	431,110	435,385	439,755	444,125
Court Fines	351120	33,717	33,250	39,500	37,525	38,190	38,950	39,805	40,565
Crime Prevention (fs 775.083 (2))	351150	60,665	74,100	73,000	69,350	70,300	70,300	71,250	72,200
Violations of Local Ordinances	354150	25	-	-	-	-	-	-	-
Pool Interest Allocation	361111	331,591	326,230	231,500	219,925	222,124	224,345	226,589	228,855
Net Incr(decr) In Fmv Of Investment	361300	33,769	-	-	-	-	-	-	-
Sheriff F.S. 125.315	361330	46,214	171,000	100,000	95,000	95,950	96,910	97,879	98,857
Sheriff Excess Fees	386400	137,485	-	-	-	-	-	-	-
Total Revenues		82,237,624	85,577,353	91,500,289	86,926,775	92,034,519	97,078,390	102,502,629	108,366,357
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
MIS Automation - State Attorney	470-602	44,595	30,542	31,900	31,900	31,900	31,900	31,900	31,900
MIS Automation - Public Defender	470-603	23,200	50,573	50,960	50,960	50,960	50,960	50,960	50,960
Fine & Forfeiture - Risk	495-689	232,956	232,957	248,127	248,127	249,095	250,073	251,061	252,059
Consolidated Dispatch Agency (CDA)	507-529	2,589,974	2,896,461	3,165,150	3,165,150	3,323,407	3,489,577	3,664,056	3,847,259
Diversory Programs	508-569	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Law Enforcement	510-586	42,149,348	40,911,420	44,410,582	44,257,465	47,115,834	49,885,216	52,866,824	56,106,805
Corrections	511-586	36,860,530	36,134,445	37,093,306	36,962,289	39,009,278	41,072,241	43,293,777	45,686,409
State Attorney	532-602	84,274	118,600	118,600	118,600	118,600	118,600	118,600	118,600
State Attorney	532-713	14,700	13,520	12,350	12,350	12,350	12,350	12,350	12,350
Public Defender	533-603	118,165	118,525	118,525	118,525	118,525	118,525	118,525	118,525
Public Defender	533-713	17,865	16,455	23,220	23,220	23,220	23,220	23,220	23,220
Clerk - Article V Expenses	537-614	420,627	420,865	395,908	395,908	403,826	411,903	420,141	428,544
Legal Aid	555-715	257,500	259,914	257,500	257,500	257,500	257,500	257,500	257,500
Juvenile Detention Payment - State	620-689	1,187,151	1,567,768	1,174,781	1,174,781	1,210,024	1,246,325	1,283,715	1,322,226
Transfers	950-581	49,200	-	-	-	-	-	-	-
Budgeted Reserves - Fine and Forfeiture	990-599	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Appropriations		84,150,086	82,882,045	87,210,909	86,926,775	92,034,519	97,078,390	102,502,629	108,366,357
Revenues Less Appropriations		(1,912,462)	2,695,308	4,289,380	-	-	-	-	-

Notes:

The County maintained county-wide millage rate of 8.3144 for FY 2021. Additional information regarding this levy and the need to appropriate fund balance for recurring operating expenditures is located on the general fund page. The overall increase to the Sheriff's budget is 5.8% or \$4.45 million. Additional increases include personnel costs for a total of 2 new positions, a Training and Wellness Specialist and an IT Analyst.

In addition, the FY 2021 budget also recommends the transfer of maintenance of the detention center from the Sheriff's Office to the County's division of Facilities Management.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Sheriff GPS Program	337281	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
County Court Probation Fees	349120	222,136	238,450	207,000	196,650	192,068	190,243	188,417	186,590
Community Service Fees	349122	69,415	88,350	66,000	62,700	63,665	64,633	64,633	65,597
Probation-no Show Fees	349125	8,310	11,685	4,600	4,370	4,370	4,292	4,292	4,214
Pre-trial Fees	349130	67,611	54,150	85,600	81,320	82,987	84,655	86,323	88,084
SCRAM Unit User Fees	349135	23,579	38,380	37,800	35,910	36,298	36,682	36,972	37,357
Alternative Community Service Fees	349140	21,810	27,455	15,200	14,440	14,026	13,861	13,777	13,612
UA Testing Fees	349147	150,725	135,850	152,000	144,400	143,361	142,314	140,222	139,170
Alcohol Testing Fees	349148	49,515	54,150	40,100	38,095	36,270	34,446	32,741	31,038
Pool Interest Allocation	361111	21,359	19,380	9,300	8,835	8,923	9,013	9,103	9,194
Net Incr(decr) In Fmv Of Investment	361300	14,301	-	-	-	-	-	-	-
Transfer From Fund 001	381001	2,039,191	2,396,642	2,539,191	2,539,191	2,985,411	3,072,394	3,164,104	3,256,725
Appropriated Fund Balance	399900	-	300,000	300,000	300,000	42,000	-	-	-
Total Revenues		2,787,952	3,464,492	3,556,791	3,525,911	3,709,379	3,752,533	3,840,584	3,931,581
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
MIS Automation - Probation Services	470-523	12,236	-	15,090	15,090	15,090	15,090	15,090	15,090
Probation Services - Risk	495-523	20,829	20,829	25,076	25,076	25,303	25,532	25,763	25,996
Indirect Costs - Probation Services	499-523	625,000	630,000	630,000	630,000	649,000	668,000	688,000	709,000
County Probation	542-523	1,083,693	1,243,195	1,239,115	1,227,925	1,350,650	1,342,325	1,376,973	1,412,608
Pretrial Release	544-523	1,239,555	1,400,119	1,461,051	1,451,921	1,488,747	1,517,229	1,546,520	1,576,656
Drug & Alcohol Testing	599-523	160,564	170,349	176,294	175,899	180,589	184,357	188,238	192,231
Total Appropriations		3,141,877	3,464,492	3,546,626	3,525,911	3,709,379	3,752,533	3,840,584	3,931,581
Revenues Less Appropriations		(353,925)	-	10,165	-	-	-	-	-

Notes:

For FY 2021, the budget includes a \$2.53 million general revenue subsidy to the Probation Services fund. FY 2021 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. The general revenue subsidy is anticipated to increase to \$3.2 million in FY 2025 due a continuing decline in program revenues, and a depletion of accumulated fund balance in FY 2022.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Mediation Fees	349310	16	-	-	-	-	-	-	-
Teen Court Fees	351500	59,451	80,749	89,216	84,755	83,984	83,085	82,313	81,416
Total Revenues		59,467	80,749	89,216	84,755	83,984	83,085	82,313	81,416
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Teen Court - Risk	495-662	1,650	1,650	1,333	1,333	1,343	1,353	1,363	1,374
Indirect Costs - Teen Court	499-662	8,000	8,000	10,000	10,000	10,000	11,000	11,000	11,000
Court Administration - Teen Court	586-662	58,144	71,099	73,866	73,422	75,855	78,380	80,183	82,040
Total Appropriations		67,794	80,749	85,199	84,755	87,198	90,733	92,546	94,414
Revenues Less Appropriations		(8,327)	-	4,017	-	(3,214)	(7,648)	(10,233)	(12,998)

Notes:

FY 2021, estimated revenues are anticipated to meet program costs. However, out-year revenue projections show a continued decrease in the \$3.00 fee revenue collected from traffic citations. A continued decline in revenue will require the program to implement additional costs reductions or shifting of costs to other sources of court funding.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
County Alcohol Tf (fs 938.13)	348125	6,484	8,100	10,795	10,255	10,483	10,820	11,080	11,364
Felony Drug Intervention	348241	57,713	80,750	87,239	82,877	87,030	91,359	95,855	95,562
Pool Interest Allocation	361111	367	190	100	95	96	97	98	107
Total Revenues		64,564	89,040	98,134	93,227	97,609	102,276	107,033	107,033
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Drug Abuse	800-562	42,759	80,750	84,835	84,835	89,015	93,480	98,135	98,135
Budgeted Reserves - Drug Court	990-599	-	8,290	8,392	8,392	8,594	8,796	8,898	8,898
Total Appropriations		42,759	89,040	93,227	93,227	97,609	102,276	107,033	107,033
Revenues Less Appropriations		21,804	-	4,907	-	-	-	-	-

Notes:

The FY 2021 Drug Court revenues are estimated to be slightly higher from the previous year. The out years reflect a nominal increase in projected revenues for the program.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Court Innovations Local Requirement	348921	47,743	51,490	54,100	51,395	53,010	54,530	56,240	57,855
Legal Aid Local Ordinance	348922	47,743	51,490	54,100	51,395	53,010	54,530	56,240	57,855
Law Library Local Ordinance	348923	47,743	51,490	54,100	51,395	53,010	54,530	56,240	57,855
Juvenile Alternative Local Ordinance	348924	47,743	51,490	54,100	51,395	53,010	54,530	56,240	57,855
Leon County Fees	349510	11	-	-	-	-	-	-	-
	349600	19	-	-	-	-	-	-	-
Pool Interest Allocation	361111	8,275	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	151,174	147,598	147,598	150,280	143,193	-	-
Total Revenues		199,277	357,134	363,998	353,178	362,320	361,313	224,960	231,420
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Judicial Programs - Risk	495-569	1,242	1,242	1,641	1,641	1,657	1,674	1,691	1,708
Indirect Costs - Judicial Programs	499-601	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Alternative Juvenile Programs	509-569	60,304	64,352	58,428	58,033	59,998	58,312	59,976	61,685
Law Library	546-714	-	51,490	51,395	51,395	51,680	52,440	52,725	52,725
Judicial Programs/Article V	548-662	142,057	187,560	190,802	189,714	196,305	195,447	201,276	207,269
Legal Aid - Court	555-715	43,748	51,490	51,395	51,395	51,680	52,440	52,725	52,725
Total Appropriations		248,350	357,134	354,661	353,178	362,320	361,313	369,393	377,112
Revenues Less Appropriations		(49,073)	-	9,337	-	-	-	(144,433)	(145,692)

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 only nominal increases in revenue and an exhaustion of fund balance after FY 2023. A reduction in programs may need to be considered if revenues do not increase to support these discrete programs.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Building Permits	322000	2,066,976	1,930,400	1,867,000	1,773,650	1,862,000	1,973,720	2,111,880	2,323,068
Manufactured Homes	322005	46,981	46,645	28,900	27,455	30,210	33,250	36,575	40,185
Stormwater - Short Form A	329112	1,116	-	-	-	-	-	-	-
Contractor's Licenses	329140	7,902	3,135	6,400	6,080	6,080	6,175	6,270	6,270
Project Status	329240	120	-	-	-	-	-	-	-
Site Plan Review	329260	10,800	-	12,000	11,400	11,514	11,629	11,745	12,919
Electronic Document	329290	8,533	8,550	6,500	6,175	6,270	6,270	6,365	6,460
Recording Fee									
State Surcharge Retention	335291	6,823	6,650	6,400	6,080	6,270	6,555	6,840	7,125
Pool Interest Allocation	361111	51,822	40,280	30,900	29,355	29,649	29,945	30,244	30,546
Net Incr(decr) In Fmv Of Investment	361300	57,842	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	718,181	1,130,759	1,130,759	1,029,361	-	-	-
Total Revenues		2,258,915	2,753,841	3,088,859	2,990,954	2,981,354	2,067,544	2,209,919	2,426,573
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Building Plans Review and Inspection	220-524	1,799,616	1,969,134	2,040,777	2,024,882	2,091,170	2,142,992	2,196,317	2,251,164
MIS Automation - Building Inspection	470-524	2,858	943	3,710	3,710	3,710	3,710	3,710	3,710
Building Inspection	495-524	9,764	9,764	11,362	11,362	11,474	11,587	11,701	11,816
Indirect Costs - Building Inspections	499-524	381,000	424,000	480,000	480,000	494,000	509,000	525,000	540,000
Transfers	950-581	-	350,000	471,000	471,000	381,000	381,000	381,000	381,000
Total Appropriations		2,193,238	2,753,841	3,006,849	2,990,954	2,981,354	3,048,289	3,117,728	3,187,690
Revenues Less Appropriations		65,678	-	82,010	-	-	(980,745)	(907,809)	(761,117)

Notes:

For FY 2021, revenues reflect a slight decrease from FY 2020 based on anticipated slowdown of the economy in the building sector for commercial and housing construction permitting as a result of the COVID-19 pandemic. Out-years reflect increased growth in revenues as anticipated from a slowly recovering economy. Fund balance is budgeted to support program expenditures including \$509,000 for additional software upgrades and modifications to further expedite the processing of permits for customers. For FY 2021 and FY 2022 fund balance is programmed at \$1.13 million and \$1.02 million respectively. Out-years reflect fund balance being depleted which will require a reduction in program expenditures or an examination of building fees.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Building Permits	322000	-	-	-	-	-	-	-	-
Licenses And Permits	322100	-	1,607,400	1,371,000	1,302,450	1,328,100	1,354,700	1,382,250	1,409,800
Stormwater - Standard Form	329100	361,839	-	-	-	-	-	-	-
Stormwater - Short Form B-High	329110	16,119	-	-	-	-	-	-	-
Stormwater - Short Form B-Low	329111	38,377	-	-	-	-	-	-	-
Stormwater - Short Form A	329112	258,510	-	-	-	-	-	-	-
New Address Assignments	329113	43,680	-	-	-	-	-	-	-
Tree Permits	329120	2,964	-	-	-	-	-	-	-
Vegetative Management Plans	329121	1,200	-	-	-	-	-	-	-
Landscape Permit Fees	329130	19,649	-	-	-	-	-	-	-
Amend/Resubmittal/Extension s	329150	9,342	-	-	-	-	-	-	-
General Utility Permit	329160	14,190	-	-	-	-	-	-	-
Operating Permit	329170	86,022	-	-	-	-	-	-	-
Communications Tower Bonds	329171	21,844	-	-	-	-	-	-	-
Subdivision Exemptions	329200	38,424	-	-	-	-	-	-	-
Certificate Of Concurrence	329210	15,780	-	-	-	-	-	-	-
Project Status	329240	91,290	-	-	-	-	-	-	-
PUV - Permitted Use Verification	329250	26,342	-	-	-	-	-	-	-
Site Plan Review	329260	109,431	-	-	-	-	-	-	-
Other Development Review Fees	329270	38,140	-	-	-	-	-	-	-
Electronic Document Recording Fee	329290	2,198	-	-	-	-	-	-	-
Code or Lien Cost Recovery Fee	341300	18,990	22,705	21,200	20,140	20,710	21,375	22,040	22,705
Driveway Permit Fees	343930	37,270	39,045	47,000	44,650	46,835	49,210	51,680	54,245
Environmental Analysis	343941	60,887	-	-	-	-	-	-	-
Boaa Variance Requests	343950	1,800	-	-	-	-	-	-	-
Parks And Recreation	347200	(270)	-	-	-	-	-	-	-
Reinspection Fees	349100	1,944	-	-	-	-	-	-	-
Code Enforcement Board Fines	354100	66,768	18,620	27,000	25,650	26,410	27,170	28,025	28,785
Pool Interest Allocation	361111	15,691	14,155	10,000	9,500	9,595	9,691	9,788	9,886
Other Miscellaneous Revenue	369900	11,034	-	-	-	-	-	-	-
Abandon Property Registration Fee	369905	19,200	21,185	23,900	22,705	22,895	23,180	23,370	23,655
Transfer From Fund 126	381126	2,554,379	2,511,881	2,756,464	2,756,464	3,059,146	3,145,490	3,233,636	3,324,592
Total Revenues		3,983,032	4,234,991	4,256,564	4,181,559	4,513,691	4,630,816	4,750,789	4,873,668
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Environmental Services	420-537	1,548,637	1,626,593	1,582,486	1,571,074	1,741,400	1,787,755	1,835,461	1,884,542
Development Services	422-537	755,148	866,527	869,501	862,945	937,814	960,147	983,120	1,006,754
Code Compliance Services	423-537	483,081	533,632	499,327	496,818	541,369	553,730	566,444	579,530
DS Support Services	424-537	325,041	376,579	399,756	397,547	414,069	424,790	435,829	447,185
Customer Engagement Services	426-537	188,794	212,075	219,321	217,641	225,350	231,549	237,932	244,495
MIS Automation - Growth Management	470-537	15,091	-	18,845	18,845	18,845	18,845	18,845	18,845
Growth Management - Risk	495-537	17,585	17,585	16,689	16,689	16,844	17,000	17,158	17,317

Leon County Fiscal Year 2021 Tentative Budget**Development Support & Environ. Mgmt. Fund (121)**

Appropriations by Department/Division		Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
	Acct #								
Indirect Costs - Growth Management	499-537	602,000	602,000	600,000	600,000	618,000	637,000	656,000	675,000
Total Appropriations		3,935,377	4,234,991	4,205,925	4,181,559	4,513,691	4,630,816	4,750,789	4,873,668
Revenues Less Appropriations		47,655	-	50,639	-	-	-	-	-

Notes:

In FY 2021, permit fee revenue is estimated to decrease over FY 2020 due to a decrease in permitting activity. Out year revenue is anticipated to increase a modest 2% per year, but still below FY 2019 actuals. Currently accumulated fund balance is not sufficient 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 \$3.3 million in FY 2025.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Delinquent Taxes	311200	-	37,050	-	-	-	-	-	-
Non Ad-valorem Assessment	319100	3,425,511	3,449,104	3,690,200	3,505,690	3,575,800	3,647,335	3,720,295	3,794,680
Delinquent Assessments-2011	319211	117	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	70	-	-	-	-	-	-	-
Delinquent Assessments 2013	319213	586	-	-	-	-	-	-	-
Delinquent Assessments-2014	319214	1,582	-	-	-	-	-	-	-
Delinquent Assessments-2015	319215	791	-	-	-	-	-	-	-
Delinquent Assessments-2016	319216	1,359	-	-	-	-	-	-	-
Delinquent Assessments-2017	319217	4,483	-	-	-	-	-	-	-
Pool Interest Allocation	361111	39,943	50,825	37,700	35,815	36,173	36,535	36,901	37,269
Net Incr(decr) In Fmv Of Investment	361300	7,996	-	-	-	-	-	-	-
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	1,155,627	1,097,323	1,143,068	1,143,068	1,400,910	1,432,373	1,480,759	1,518,254
Total Revenues		5,438,063	5,434,302	5,670,968	5,484,573	5,812,883	5,916,243	6,037,955	6,150,203
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Stormwater Maintenance	433-538	3,371,544	3,373,311	3,243,271	3,223,759	3,492,966	3,534,493	3,592,584	3,691,964
MIS Automation - Stormwater	470-538	74	86	80	80	80	80	80	80
Stormwater Utility - Risk	495-538	-	-	19,736	19,736	19,933	20,132	20,333	20,536
Indirect Costs - Stormwater Utility	499-538	428,000	432,000	540,000	540,000	556,000	573,000	590,000	608,000
Tax Collector	513-586	68,619	71,850	72,568	72,568	73,294	74,028	74,768	74,768
Transfers	950-581	1,554,375	1,557,055	1,628,430	1,628,430	1,670,610	1,714,510	1,760,190	1,754,855
Total Appropriations		5,422,612	5,434,302	5,504,085	5,484,573	5,812,883	5,916,243	6,037,955	6,150,203
Revenues Less Appropriations		15,450	-	166,883	-	-	-	-	-

Notes:

In FY 2014, the County implemented the first increase in 23 years for the stormwater non ad valorem assessment from \$20 to \$85 for each single family equivalent unit. This allowed for the general revenue subsidy to decrease by \$2.5 million dollars. The current general revenue subsidy covers the cost of the fee discount for low income seniors, disabled veterans and properties that receive a stormwater credit discount, as specified in the related ordinance and the operating deficit in the program. The transfer of \$800,000 from the Transportation Trust fund covers the costs of stormwater maintenance activity related to roadways. For FY 2021, the increase in general revenue support is primarily due an increase in program expenditures.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
SHIP - Doc Stamp Revenue	345100	898,612	175,000	-	-	-	-	-	-
SHIP Recaptured Revenue	345150	100,346	-	85,000	85,000	85,000	85,000	85,000	85,000
Pool Interest Allocation	361111	19,104	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	17,425	-	-	-	-	-	-	-
Total Revenues		1,035,487	175,000	85,000	85,000	85,000	85,000	85,000	85,000
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
SHIP 2015-2018	932048-554	(17)	-	-	-	-	-	-	-
SHIP 2016-2019	932049-554	497,304	-	-	-	-	-	-	-
SHIP Housing Counseling Fund	932051-554	6,899	-	-	-	-	-	-	-
SHIP 2017-2020	932052-554	248,285	-	-	-	-	-	-	-
SHIP 2018-2021	932053-554	250,776	-	-	-	-	-	-	-
SHIP 2019-2022	932054-554	-	175,000	-	-	-	-	-	-
SHIP 2020-2023	932056-554	-	-	85,000	85,000	85,000	85,000	85,000	85,000
Total Appropriations		1,003,246	175,000	85,000	85,000	85,000	85,000	85,000	85,000
Revenues Less Appropriations		32,241	-	-	-	-	-	-	-

Notes:

The State did not appropriate funding for SHIP during the FY 2020 legislative session.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
EMPG Base Grant-Federal	331271	102,355	89,029	90,529	90,529	91,434	92,348	93,271	94,204
Law Enforcement Block Grant	331280	38,356	40,000	40,000	40,000	40,000	40,000	40,000	40,000
DOT Old Bainbridge Road at Knots Lane	331413	52,797	-	-	-	-	-	-	-
DOT Old Bainbridge Monroe to Gadsden	331414	47,706	-	-	-	-	-	-	-
Undefined	331611	62,619	-	-	-	-	-	-	-
Florida Humanities Council Grants	331741	2,676	-	-	-	-	-	-	-
DCF Drug Court	334240	25,000	-	-	-	-	-	-	-
EMPA Base Grant-State	334271	126,665	105,806	105,806	105,806	105,806	105,806	105,806	105,806
EM-SHSGP Federal Grant	334272	20,083	-	-	-	-	-	-	-
Waste Tire Grant	334324	5,925	-	-	-	-	-	-	-
NWFWMB Springs Restoration Grant	334353	25,887	-	-	-	-	-	-	-
Undefined	334354	808,421	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer Grant	334356	523,242	-	-	-	-	-	-	-
NE Lake Munson Septic to Sewer Grant	334357	461,050	-	-	-	-	-	-	-
Woodside Heights DEP	334358	(25,887)	-	-	-	-	-	-	-
FDEP - Wilkinson Woods Sewer Project	334368	15,503	-	-	-	-	-	-	-
Dep Storage Tank Program	334392	132,658	120,508	157,987	157,987	159,567	161,163	162,775	164,403
Housing Services Home Expo	334511	695	-	-	-	-	-	-	-
Florida Hardest Hit Program	334512	8,146	-	-	-	-	-	-	-
Mosquito Control	334610	75,669	32,468	32,468	32,468	32,468	32,468	32,468	32,468
Boating Improvement	334792	1,500	-	-	-	-	-	-	-
Veteran's Court Funds	334891	98,884	-	-	-	-	-	-	-
Mobile Home Licenses	335140	103	-	-	-	-	-	-	-
BP 2000 Magnolia Dr Multiuse Trail	337406	127,648	-	-	-	-	-	-	-
HFA Emergency Repairs	337502	32,470	50,000	50,000	50,000	50,000	50,000	50,000	50,000
BP 2000 St. Marks Greenway	337702	77,688	-	-	-	-	-	-	-
Friends Of The Library	337714	4,390	15,000	15,000	15,000	15,000	15,000	15,000	15,000
LCRDA Innovation Park Trail	337730	28,445	-	-	-	-	-	-	-
Slosberg \$3 Driver Education	348531	84,819	84,835	105,497	105,497	107,079	108,685	110,315	111,970
Capacity Fee	363244	370,000	-	-	-	-	-	-	-
Contributions And Donations	366000	1,642	-	-	-	-	-	-	-
Tour-Knight Foundation	366312	14,659	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	55,591	-	-	-	-	-	-	-
Transfer From Fund 001	381001	2,193	-	-	-	-	-	-	-
Transfer From Fund 106	381106	785	-	-	-	-	-	-	-
Transfer From Fund 126	381126	-	90,131	283,935	283,935	295,388	304,857	314,649	324,776
Appropriated Fund Balance	399900	-	213,767	-	-	-	-	-	-
Total Revenues		3,410,383	841,544	881,222	881,222	896,742	910,327	924,284	938,627
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Significant Benefit District 1 - Northeast Quadrant	009010-541	370,000	-	-	-	-	-	-	-
Innovation Park Trail	042006-572	28,445	-	-	-	-	-	-	-
St. Marks Headwaters Greenways	047001-572	77,688	-	-	-	-	-	-	-

Leon County Fiscal Year 2021 Tentative Budget

Grants (125)

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Old Bainbridge Road Safety Improvements	053007-541	100,503	-	-	-	-	-	-	-
Magnolia Drive Multi-Use Trail	055010-541	127,648	-	-	-	-	-	-	-
Woodville Sewer Project	062003-535	808,421	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer	062007-535	523,242	-	-	-	-	-	-	-
NE Lake Munson Septic to Sewer	062008-535	461,050	-	-	-	-	-	-	-
Mosquito Control Grant	214-562	75,669	32,468	32,468	32,468	32,468	32,468	32,468	32,468
Grants - Risk	495-595	1,787	1,787	1,844	1,844	1,862	1,881	1,900	1,919
Emergency Management	864-525	53,888	121,221	121,221	121,221	121,221	121,221	121,221	121,221
DEP Storage Tank	866-524	166,367	181,240	191,704	191,309	196,789	202,025	207,413	212,962
Tour-Knight Foundation	912037-000	9,893	-	-	-	-	-	-	-
Tour-Knight Foundation Grant	912037-571	4,979	-	-	-	-	-	-	-
Patron Donations- Library	913023-571	258	-	-	-	-	-	-	-
Capeloute Donation	913024-571	1,284	-	-	-	-	-	-	-
Friends Literacy Contract 2005	913045-571	4,390	15,000	15,000	15,000	15,000	15,000	15,000	15,000
FHC Great American Read Grant	913093-571	1,781	-	-	-	-	-	-	-
Slosberg Drivers Education Grant	915013-529	84,835	84,835	105,497	105,497	107,079	108,685	110,315	111,970
Big Bend Scenic Byway Phase 2	916017-529	55,574	-	-	-	-	-	-	-
Boating Improvement	921043-572	1,500	-	-	-	-	-	-	-
Waste Tire Grant	922044-534	5,925	-	-	-	-	-	-	-
CDC Hurricane Relief	924019-562	62,619	-	-	-	-	-	-	-
Mosquito									
BP Horizon Oil Spill	925017-559	133,573	-	-	-	-	-	-	-
Woodville Height Sewer Project	926155-535	16,245	-	-	-	-	-	-	-
USEPA Clean Water Campaign	927018-535	785	-	-	-	-	-	-	-
FDEP Springs Restoration	927128-535	15,503	-	-	-	-	-	-	-
Housing Services Home Expo	932014-554	450	-	-	-	-	-	-	-
Florida Hardest Hit Program	932016-554	8,091	-	-	-	-	-	-	-
HFA Emergency Repairs Program	932019-554	32,470	50,000	50,000	50,000	50,000	50,000	50,000	50,000
CDBG 2013 Community Development Block Grant	932077-554	(6,000)	-	-	-	-	-	-	-
DCF Drug Court Grant	943085-622	25,000	-	-	-	-	-	-	-
Veteran's Court	944010-000	2,120	-	-	-	-	-	-	-
Veteran's Court	944010-601	61,280	-	-	-	-	-	-	-
EM-SHSGP Federal Grant	952004-525	20,083	-	-	-	-	-	-	-
EM-EMPG Federal Grant	952005-525	77,960	-	-	-	-	-	-	-
EMPA-Base Grant-State	952006-525	91,710	-	-	-	-	-	-	-
EMPA-Base Grant-State	952008-525	34,956	130,319	-	-	-	-	-	-
EMPG Federal Grant	952009-525	24,395	94,674	-	-	-	-	-	-
EMPG Federal Grant	952011-525	-	-	98,427	97,479	101,143	103,934	106,804	109,757
EMPA Base Grant-State	952012-525	-	-	137,352	136,404	141,180	145,113	149,163	153,330
FDLE JAG Pre-Trial FY 18-19	982063-521	-	40,000	-	-	-	-	-	-
FDLE JAG Pre-Trial FY19-20	982064-521	-	-	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		3,566,369	841,544	883,513	881,222	896,742	910,327	924,284	938,627
Revenues Less Appropriations		(155,985)	-	(2,291)	-	-	-	-	-

Leon County Fiscal Year 2021 Tentative Budget

Note:

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.

In addition, at the January 28, 2020 Board meeting, the Board approved an amendment to the ordinance to Dori Slosberg Driver Education Safety Act which increased the civil traffic penalty from \$3 to \$5 to support high school driver education programs. The additional funding will be provided to Leon County Schools to support the program.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Local Communication Svcs Tax	315000	2,860,983	2,806,300	2,862,748	2,719,611	2,638,023	2,558,882	2,482,115	2,407,652
State Revenue Sharing	335120	6,009,505	5,938,450	3,182,661	3,023,528	5,139,998	5,653,997	5,823,617	5,998,326
Insurance Agents County	335130	70,973	53,207	68,900	65,455	66,044	66,738	67,432	68,120
Mobile Home Licenses	335140	25,617	26,125	26,491	25,166	25,420	25,675	25,929	26,193
Alcoholic Beverage Licenses	335150	25,295	115,235	154,500	146,775	151,145	155,705	160,360	165,205
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	13,474,983	13,235,400	11,261,340	10,698,273	14,977,582	15,726,462	16,355,520	17,009,741
Total Revenues		22,690,606	22,386,805	17,779,891	16,890,896	23,210,300	24,399,547	25,127,061	25,887,325
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Transfers	950-581	22,024,587	22,386,805	16,890,896	16,890,896	23,210,300	24,399,547	25,127,061	25,887,325
Total Appropriations		22,024,587	22,386,805	16,890,896	16,890,896	23,210,300	24,399,547	25,127,061	25,887,325
Revenues Less Appropriations		666,019	-	888,995	-	-	-	-	-

Note:

The State Shared and ½ Cent Sales Tax revenues are estimated to decrease by \$4.015 million in FY 2021 due to the economic impacts of COVID-19 on consumer spending and the related impact of reduced sales tax collections. Out-years reflect revenue increasing with the anticipated recovery of the economy.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
DOH-Emergency Medical Services	334201	41,211	60,000	60,000	60,000	60,000	60,000	60,000	60,000
DOH-State EMS Matching Grant	334202	70,267	-	-	-	-	-	-	-
Tree Bank Donations	337410	1,097	-	-	-	-	-	-	-
Friends Endowment	337716	33,984	-	-	-	-	-	-	-
Parks And Recreation	347200	14,190	-	-	-	-	-	-	-
Pool Interest Allocation	361111	13,409	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	27,103	-	-	-	-	-	-	-
Transfer From Fund 135	381135	23,423	-	-	-	-	-	-	-
Total Revenues		224,685	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Friends Endowment 2005	913115-571	38,859	-	-	-	-	-	-	-
Tree Bank	921053-541	2,610	-	-	-	-	-	-	-
Miccosukee Community Center	921116-572	600	-	-	-	-	-	-	-
Woodville Community Center	921136-572	3,838	-	-	-	-	-	-	-
Bradfordville Community Center	921156-572	600	-	-	-	-	-	-	-
Lake Jackson Community Center	921166-572	6,962	-	-	-	-	-	-	-
EMS/DOH - EMS Equipment	961045-526	44,434	60,000	60,000	60,000	60,000	60,000	60,000	60,000
EMS-DOH Matching Grant M6038	961059-526	48,035	-	-	-	-	-	-	-
EMS/DOH Matching Grant M6039	961060-526	45,655	-	-	-	-	-	-	-
Total Appropriations		191,593	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Revenues Less Appropriations		33,092	-	-	-	-	-	-	-

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
State Revenue Sharing	335220	555,908	419,900	473,000	449,350	463,600	476,900	491,150	506,350
Enhanced 911 Fee									
State Revenue Sharing	335221	934,240	845,500	893,000	848,350	874,000	900,600	927,200	955,700
Enhanced 911 DMS									
Pool Interest Allocation	361111	5,548	-	-	-	-	-	-	-
Total Revenues		1,495,696	1,265,400	1,366,000	1,297,700	1,337,600	1,377,500	1,418,350	1,462,050
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Enhanced E-911- Administration	180-525	1,066,071	1,195,171	1,207,925	1,207,925	1,245,802	1,283,679	1,322,505	1,364,181
MIS Automation	470-525	14,725	17,994	24,470	24,470	24,470	24,470	24,470	24,470
Insurance for E-911	495-525	-	2,235	2,305	2,305	2,328	2,351	2,375	2,399
Indirect Costs - Emergency 911	499-525	40,000	50,000	63,000	63,000	65,000	67,000	69,000	71,000
Total Appropriations		1,120,796	1,265,400	1,297,700	1,297,700	1,337,600	1,377,500	1,418,350	1,462,050
Revenues Less Appropriations		374,899	-	68,300	-	-	-	-	-

Note:

There is a slight increase in revenue for this fund. Overall, the fees collected from the landlines and the wireless phone devices are increasing as the base level of land lines is reached subsequent to the change of use from land lines to cellphones and a continued increase in the use of wireless devices.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Radio Communications Program	351600	182,874	161,785	-	-	-	-	-	-
Transfer From Fund 001	381001	1,237,633	1,485,035	-	-	-	-	-	-
Total Revenues		1,420,507	1,646,820	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Indirect Costs - Radio Communications	499-519	4,000	5,000	-	-	-	-	-	-
Total Appropriations		4,000	5,000	-	-	-	-	-	-
Revenues Less Appropriations		1,416,507	1,641,820	-	-	-	-	-	-

Note:

In FY 2021, due to the significant decline in revenue and increasing general revenue subsidy, the budget for the Radio Communications was consolidated in General Fund (001) in organization 529.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Public Service Tax - Electric	314100	7,177,164	7,407,150	7,551,211	7,173,650	7,388,859	7,610,524	7,838,840	8,074,004
Public Service Tax - Water	314300	1,042,357	1,075,439	1,166,277	1,107,963	1,141,202	1,175,438	1,210,701	1,247,022
Public Service Tax - Gas	314400	556,089	699,740	619,700	588,715	600,725	624,754	649,744	675,734
Public Service Tax - Fuel Oil	314700	2,949	3,610	2,851	2,708	2,708	2,708	2,708	2,708
Public Service Tax - 2% Discount	314999	(30,779)	(28,500)	(30,000)	(28,500)	(28,500)	(28,500)	(28,500)	(28,500)
DOT-Reimbursement Route 27	343913	4,267	5,741	5,741	5,741	5,741	5,827	5,827	5,827
Parks And Recreation	347200	4,544	7,030	5,000	4,750	4,798	4,846	4,894	4,944
Coe's Landing Park	347201	85,414	89,965	60,000	57,000	59,280	61,655	64,125	66,690
Animal Control Education	351310	90	-	-	-	-	-	-	-
Pool Interest Allocation	361111	11,177	10,735	10,526	10,000	10,200	10,404	10,612	10,824
Contributions And Donations	366000	1,917	5,000	-	-	-	-	-	-
Transfer From Fund 352	381352	-	375,000	500,000	500,000	500,000	500,000	500,000	500,000
Total Revenues		8,855,188	9,650,910	9,891,305	9,422,027	9,685,013	9,967,656	10,258,951	10,559,253
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Animal Control	201-562	1,671,752	1,600,104	1,819,338	1,815,890	1,869,734	1,882,733	1,929,328	1,977,644
Parks and Recreation Services	436-572	2,924,052	3,123,613	3,250,583	3,232,597	3,373,467	3,421,311	3,470,609	3,521,409
MIS Automation - Animal Control	470-562	3,723	-	3,745	3,745	3,745	3,745	3,745	3,745
MIS Automation - Parks and Recreation	470-572	2,365	-	18,285	18,285	18,285	18,285	18,285	18,285
Municipal Services - Risk Undefined	495-572	34,477	34,377	35,445	35,445	35,616	35,788	35,962	36,138
Indirect Costs - Municipal Services (Animal Control)	499-524	-	-	-	-	-	-	-	-
Indirect Costs - Municipal Services (Parks & Recreation)	499-562	112,198	183,000	183,000	183,000	188,000	194,000	200,000	206,000
Payment to City- Parks & Recreation	499-572	510,000	637,000	636,000	636,000	655,000	675,000	695,000	716,000
Transfers	838-572	1,384,178	1,443,005	1,504,334	1,504,334	1,568,268	1,634,919	1,704,403	1,776,840
Budgeted Reserves - Municipal Service	950-581	2,596,501	2,601,789	1,942,364	1,942,364	1,920,942	2,024,820	2,097,261	2,170,369
	990-599	-	28,022	28,933	50,367	51,956	77,055	104,358	132,823
Total Appropriations		9,239,246	9,650,910	9,422,027	9,422,027	9,685,013	9,967,656	10,258,951	10,559,253
Revenues Less Appropriations		(384,058)	-	469,278	-	-	-	-	-

Notes:

For FY 2021, Public Services Tax revenues are projected to decrease by \$348,000 related to the COVID-19 pandemic. The PST is estimated to be less affected by the shut-down than other sources of revenue, since more residents are at home using utilities.

In addition, FY 2021 reflects an increase in the transfer from the 2020 Sales Tax Extension Fund (352) made to supplement parks maintenance funding for park facilities. Since the FY 2020 Sale Tax collection started in January FY 2020, FY 2021 now reflects a full year of collection versus three-quarters in the previous year.

The impacts of the Covid-19 economy have caused a reduction in the amount of general revenue that can be used to support the FY 2021 capital budget. The FY 2021 budget includes a reduction in the capital transfer of \$2.321 million. The \$2.321 million reduction lowers the transfer from last year's \$7.4 million to \$5.1 million in FY 2021. For the Municipal Fund (140), the transfer to the Capital Improvement Fund (305) is reduced from \$2.28 million in FY 2020 to \$1.62 million in FY 2021.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Fire Service Fee	325201	495,772	5,559,311	5,970,145	5,671,638	5,728,354	5,785,638	5,843,494	5,901,929
Fire Service Fee	325202	2,357,504	2,416,862	2,969,518	2,821,042	2,863,607	2,906,741	2,950,450	2,994,744
Delinquent Fees	325203	8,537	-	-	-	-	-	-	-
City VFD Payment	337407	-	482,479	482,479	482,479	482,479	482,479	482,479	482,479
Pool Interest Allocation	361111	60,433	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	54,850	-	-	-	-	-	-	-
Transfer From Fund 126	381126	-	-	-	-	1,600,000	1,600,000	1,600,000	1,600,000
Total Revenues		2,977,095	8,458,652	9,422,142	8,975,159	10,674,440	10,774,858	10,876,423	10,979,152

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Volunteer Fire Departments	096002-522	9,637	-	-	-	-	-	-	-
Indirect Costs - Fire Services	499-522	25,000	31,000	33,000	33,000	34,000	35,000	36,000	37,000
Tax Collector	513-586	48,227	50,590	59,106	59,106	60,288	61,197	62,116	63,049
Fire Services Payment	838-522	2,312,273	7,852,738	8,351,804	8,351,804	8,448,389	8,546,378	8,645,498	8,745,762
Volunteer Fire Department	843-522	281,559	482,479	482,479	482,479	482,479	482,479	482,479	482,479
Transfers	950-581	44,630	41,845	48,770	48,770	49,284	49,804	50,330	50,862
Budgeted Reserves - Fire Services	990-599	-	-	-	-	1,600,000	1,600,000	1,600,000	1,600,000
Total Appropriations		2,721,326	8,458,652	8,975,159	8,975,159	10,674,440	10,774,858	10,876,423	10,979,152
Revenues Less Appropriations		255,770	-	446,983	-	-	-	-	-

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.

The multi-year fiscal plan approved in FY 2020, anticipated using a portion of the debt service savings to pay for increased costs of fire services beginning in FY 2021. However, working with the City, no increase in the fire service fee is being considered for next fiscal year (FY 2021). The increased cost of fire services will be addressed as part of the FY 2022 budget process, which may necessitate considering further budget reductions, increased use of fund balances or an increase in the fire services fee to fund this service. If general revenue returns to pre-COVID-19 pandemic levels, the fiscal plan considers leaving the fee unchanged and supporting this fund with non-county wide general revenue. The out-years reflect this plan, which will be reviewed as part of the FY 2022 budget process.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tourist Development (4 Cents)	312100	5,271,424	4,673,848	3,694,092	3,509,387	3,614,669	3,867,696	4,254,466	4,679,913
Tourist Development (1 Cent)	312110	1,748,813	1,168,462	923,523	877,347	903,668	966,925	1,063,618	1,169,980
Pool Interest Allocation	361111	209,699	102,600	89,434	84,962	85,812	86,669	87,536	88,411
Net Incr(decr) In Fmv Of Investment	361300	206,192	-	-	-	-	-	-	-
Tax Collector F.S. 125.315	361320	8,619	-	-	-	-	-	-	-
Rents And Royalties	362000	120	-	-	-	-	-	-	-
Gain (loss) On Sale Land	364300	2,137,500	-	-	-	-	-	-	-
Merchandise Sales	365000	10,230	3,634	6,032	5,730	5,902	6,079	6,261	6,450
Special Event Grant	366500	-	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Reimbursements									
Other Contributions	366930	1,340	2,400	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	11,965	72,500	32,085	30,481	31,396	32,337	33,307	34,306
Appropriated Fund Balance	399900	-	414,525	-	-	-	-	-	-
Total Revenues		9,605,903	6,450,469	4,757,665	4,520,407	4,653,947	4,972,206	5,457,688	5,991,560
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tourism Development Building	086065-552	63,981	-	-	-	-	-	-	-
Administration	301-552	496,217	608,237	580,114	520,730	590,453	601,099	611,996	623,020
Advertising	302-552	1,541,164	1,616,473	661,768	840,710	618,448	862,020	1,228,855	1,508,160
Marketing	303-552	1,530,106	2,008,111	1,496,238	1,541,680	1,622,384	1,645,260	1,709,031	1,908,756
Special Projects	304-552	530,055	765,000	615,000	450,000	615,000	615,000	615,000	615,000
1 Cent Expenses	305-552	189,000	-	-	-	-	-	-	-
MIS Automation - Tourism	470-552	11,250	7,822	8,455	8,455	8,455	8,455	8,455	8,455
Development									
Tourism Development - Risk	495-552	7,538	5,364	5,485	5,485	5,540	5,595	5,651	5,708
Indirect Costs - Tourism	499-552	235,000	221,000	276,000	276,000	290,000	304,000	320,000	335,000
Development									
Council on Culture & Arts (COCA)	888-573	2,042,858	1,168,462	877,347	877,347	903,667	930,777	958,700	987,461
Transfers	950-581	416,270	-	-	-	-	-	-	-
Budgeted Reserves - Tourism	990-599	-	50,000	-	-	-	-	-	-
Development									
Total Appropriations		7,063,438	6,450,469	4,520,407	4,520,407	4,653,947	4,972,206	5,457,688	5,991,560
Revenues Less Appropriations		2,542,465	-	237,258	-	-	-	-	-

Notes:

The Tourism industry has been hit the hardest as a result of the onset of COVID-19. In FY 2020 Tourism Development Tax (TDT) declined significantly with an estimated \$2.1 million-dollar reduction. The FY 2021 total Tourism budget reflects \$4.4 million of TDT, 20% of which is dedicated to the Council on Cultural and Arts by County Ordinance. The Division of Tourism budget for FY 2021 is established at \$3.5 million, a 25% reduction from the adopted FY 2020 budget. Without reducing full-time positions, the preliminary budget realizes cost savings through a reduction in marketing activities, Amphitheater Concert Series funding, event grants, staff travel, and contractual services which support the operation of the Division of Tourism

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	202	2,090	2,600	2,470	2,495	2,519	2,545	2,571
Other Interest Earnings	361390	20,644	18,145	15,579	14,800	11,800	9,100	6,200	3,600
Special Assessments	363000	31,474	108,205	101,579	96,500	88,600	91,400	86,900	89,400
Total Revenues		52,320	128,440	119,758	113,770	102,895	103,019	95,645	95,571
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tax Collector	513-586	2,299	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Transfers	950-581	121,040	122,940	108,270	108,270	97,395	97,519	90,145	90,071
Total Appropriations		123,339	128,440	113,770	113,770	102,895	103,019	95,645	95,571
Revenues Less Appropriations		(71,019)	-	5,988	-	-	-	-	-

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 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	4,749	-	-	-	-	-	-	-
Special Assessment - Killearn Lakes Sewer	363230	228,417	237,500	250,000	237,500	237,500	237,500	237,500	237,500
Total Revenues		233,166	237,500	250,000	237,500	237,500	237,500	237,500	237,500
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tax Collector	513-586	4,563	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Sewer Services Killearn Lakes Units I and II	838-535	223,854	232,500	232,500	232,500	232,500	232,500	232,500	232,500
Total Appropriations		228,417	237,500	237,500	237,500	237,500	237,500	237,500	237,500
Revenues Less Appropriations		4,749	-	12,500	-	-	-	-	-

Leon County Fiscal Year 2021 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 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Parking Facilities	344500	126,789	180,284	145,736	138,449	83,804	75,620	75,673	75,727
Pool Interest Allocation	361111	29,012	21,185	16,200	15,390	15,544	15,700	15,856	16,015
Net Incr(decr) In Fmv Of Investment	361300	31,328	-	-	-	-	-	-	-
Rents And Royalties	362000	1,843,029	1,697,961	1,403,466	1,333,293	935,945	880,040	901,264	919,454
Appropriated Fund Balance	399900	-	150,000	-	-	103,652	182,291	176,945	174,791
Total Revenues		2,030,158	2,049,430	1,565,402	1,487,132	1,138,945	1,153,651	1,169,738	1,185,987
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
County Government Annex	086025-519	244,226	250,000	550,000	550,000	250,000	250,000	250,000	250,000
County Government Annex	154-519	372,029	495,142	558,720	557,930	535,631	544,558	553,750	562,987
County Government Annex - Risk	495-519	39,594	39,594	39,608	39,608	39,613	39,618	39,623	39,628
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	1,032,747	1,240,694	283,040	283,040	288,701	294,475	300,365	306,372
Budgeted Reserves - BOA Building (Operating)	990-599	-	-	31,764	32,554	-	-	-	-
Total Appropriations		1,712,596	2,049,430	1,487,132	1,487,132	1,138,945	1,153,651	1,169,738	1,185,987
Revenues Less Appropriations		317,562	-	78,270	-	-	-	-	-

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.

The decline in lease revenue is due to the programmed expiration of leases, which may or may not be extended or renegotiated. Revenue is only contemplated when a lease is active. In addition, due to the Division of Tourism temporary relocation to the fifth floor, marketing opportunities have been reduced.

For FY 2021, the reduction in transfers is related to retirement of the Debt Service Bond Series 2012A and 2012B Fund (211) to purchase the Leon County Government Annex building. FY 2021 and out year transfers reflect utility payments to the General Fund (001).

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Parking Facilities	344500	1,750	-	-	-	-	-	-	-
Pool Interest Allocation	361111	6,262	-	-	-	-	-	-	-
Rents And Royalties	362000	153,461	106,991	305,200	289,940	286,140	297,018	304,713	264,813
Total Revenues		161,473	106,991	305,200	289,940	286,140	297,018	304,713	264,813
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Huntington Oaks Plaza	155-519	70,905	86,535	105,695	105,695	105,852	106,014	106,181	106,353
Operating									
Huntington Oaks - Risk	495-519	12,456	12,456	12,456	12,456	12,456	12,456	12,456	12,456
Indirect Costs - Huntington Oaks Plaza	499-519	6,000	8,000	10,000	10,000	10,000	11,000	11,000	11,000
Transfers	950-581	-	-	123,460	123,460	125,929	128,448	131,017	133,637
Budgeted Reserves - Huntington Oaks	990-599	-	-	38,329	38,329	31,903	39,100	44,059	1,367
Total Appropriations		89,361	106,991	289,940	289,940	286,140	297,018	304,713	264,813
Revenues Less Appropriations		72,111	-	15,260	-	-	-	-	-

Notes:

Due to the successful execution of a number of new leases, FY 2021 reflects a significant increase in anticipated rents and royalties from FY 2020. Further out-year declines are based on the expiration of current leasing agreements. It is anticipated that continued marketing efforts by the County will increase occupancy of available lease space.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Transfer From Fund 126	381126	6,298,596	6,119,519	-	-	-	-	-	-
Transfer From Fund 165	381165	777,052	957,354	-	-	-	-	-	-
Total Revenues		7,075,648	7,076,873	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Bond Series 2012A (Tax Exempt)	975-582	1,441,406	7,076,873	-	-	-	-	-	-
Bond Series 2012B (Taxable)	976-582	5,635,177	-	-	-	-	-	-	-
Total Appropriations		7,076,583	7,076,873	-	-	-	-	-	-
Revenues Less Appropriations		(935)	-	-	-	-	-	-	-

Notes:

This bank loan will be fully paid by year-end FY 2020 and this fund will be closed in FY 2021.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Transfer From Fund 126	381126	453,071	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
Total Revenues		453,071	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
2014 Debt Series	979-582	494,101	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
Total Appropriations		494,101	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
Revenues Less Appropriations		(41,030)	-	-	-	-	-	-	-

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 the planned increased principle payments on the loan as part of level debt service and the retirement of debt as reflected in fund 211..

Leon County Fiscal Year 2021 Tentative Budget**Bond Series 2020-Capital Equipment Financing (223)**

The Bond Series 2020 Fund is a debt service fund established to account for the debt service associated with the financing of the purchase of a new helicopter for the Sheriff's office. Funding for the repayment of the debt service will be split evenly between the County and the City of Tallahassee.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
COT Capital Reimbursement	337304	-	-	130,000	130,000	130,000	130,000	130,000	130,000
Transfer From Fund 126	381126	-	-	131,757	131,757	127,731	127,689	127,645	127,601
Total Revenues		-	-	261,757	261,757	257,731	257,689	257,645	257,601
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Bond Series 2020	979-582	-	-	261,757	261,757	257,731	257,689	257,645	257,601
Total Appropriations		-	-	261,757	261,757	257,731	257,689	257,645	257,601
Revenues Less Appropriations		-	-	-	-	-	-	-	-

Notes:

The Bond Series 2020-Capital Equipment Financing Fund(223) was established during the FY 2020 Budget to account for the debt service payments for the Sheriff's office helicopter over the next six years, which is split funded 50/50 with the City of Tallahassee.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	502,746	522,310	298,000	283,100	285,931	288,791	291,679	294,595
Net Incr(decr) In Fmv Of Investment	361300	657,797	-	-	-	-	-	-	-
Transfer From Fund 001	381001	3,829,624	5,107,194	3,499,171	3,499,171	5,696,403	8,867,537	8,773,939	9,005,532
Transfer From Fund 110	381110	49,200	-	-	-	-	-	-	-
Transfer From Fund 120	381120	-	350,000	471,000	471,000	381,000	381,000	381,000	381,000
Transfer From Fund 140	381140	2,293,376	2,285,764	1,622,669	1,622,669	1,601,247	1,705,125	1,777,566	1,850,674
Transfer From Fund 160	381160	404,000	-	-	-	-	-	-	-
Transfer From Fund 352	381352	-	1,593,750	2,125,000	2,125,000	2,125,000	-	-	-
Appropriated Fund Balance	399900	-	-	2,008,235	2,008,235	-	-	-	-
Total Revenues		7,736,743	9,859,018	10,024,075	10,009,175	10,089,581	11,242,453	11,224,184	11,531,801

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
General Vehicle & Equipment Replacement	026003-519	28,587	246,000	300,000	300,000	408,000	558,000	525,000	525,000
Stormwater Vehicle & Equipment Replacement	026004-538	186,218	267,000	208,000	208,000	250,000	300,000	300,000	300,000
Fleet Management Shop Equipment	026010-519	12,830	-	-	-	201,447	-	30,000	-
General Government New Vehicle Requests	026018-519	-	52,000	16,160	16,160	-	-	-	-
New Stormwater Vehicle & Equipment	026020-538	62,135	-	-	-	-	-	-	-
Helicopter for Sheriff's Office	026023-521	-	130,000	-	-	-	-	-	-
J. Lee Vause Park	043001-572	23,025	130,000	-	-	-	-	-	-
Okeeheepkee Prairie Park	043008-572	13,833	-	-	-	-	-	-	-
Northeast Community Park	044001-572	95,975	-	-	-	-	-	-	-
Apalachee Regional Park	045001-572	220,799	193,405	287,550	287,550	250,000	100,000	500,000	500,000
Parks Capital Maintenance	046001-572	766,627	350,000	450,000	450,000	350,000	350,000	350,000	350,000
Playground Equipment Replacement	046006-572	41,556	175,000	-	-	150,000	-	150,000	-
New Vehicles and Equipment for Parks/Greenways	046007-572	131,493	-	5,500	5,500	274,750	-	-	-
Greenways Capital Maintenance	046009-572	198,787	150,000	250,000	250,000	250,000	250,000	250,000	250,000
Dog Parks - Unincorporated Area	046013-572	1,273	30,000	-	-	35,000	-	-	-
Chaires Park	046014-572	-	800,000	-	-	-	-	-	-
Boat Landing Improvements and Renovations	047002-572	51,633	-	-	-	-	-	-	-
N. Florida Fairgrounds Milling and Resurfacing	051009-541	-	-	-	-	-	220,000	-	-
Stormwater and Transportation Improvements	056010-541	21,031	-	-	-	-	-	-	-
Street Lights Placement in Unincorporated Areas	057013-541	95,265	-	-	-	-	-	-	-
2/3rds Tower Oaks Private Road Paving	057917-541	47,870	-	-	-	-	-	-	-
Lake Henrietta Renovation	061001-538	-	-	-	-	240,000	1,000,000	-	-
Woodside Heights FDEP Grant	061003-535	1,029,980	-	-	-	-	-	-	-
Woodville Sewer Project	062003-535	1,470	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer	062007-535	161,021	-	-	-	-	-	-	-
Faulk Drive Pond Sediment Removal	063010-538	206,041	-	-	-	-	-	-	-
Stormwater Structure Inventory and Mapping	066003-538	12,224	-	-	-	-	-	-	-

Leon County Fiscal Year 2021 Tentative Budget

Capital Improvements (305)

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
TMDL Compliance Activities	066004-538	98,817	-	-	-	-	-	-	-
Stormwater Pond Repairs	066026-538	113,034	100,000	50,000	50,000	100,000	100,000	100,000	100,000
Stormwater Infrastructure Preventative Maintenance	067006-538	114,914	-	-	-	-	-	-	-
Financial Hardware and Software	076001-519	95,246	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Supervisor of Elections Technology	076005-519	32,736	86,150	95,350	95,350	50,000	50,000	50,000	50,000
County Compute Infrastructure	076008-519	478,211	550,000	550,000	550,000	600,000	650,000	650,000	650,000
Geographic Information Systems	076009-539	257,683	188,280	306,000	306,000	306,000	306,000	306,000	306,000
Library Services Technology	076011-571	20,839	50,000	150,000	150,000	275,000	408,000	225,000	225,000
Permit & Enforcement Tracking System	076015-537	267,288	450,000	509,000	509,000	250,000	250,000	250,000	250,000
Courtroom Technology	076023-519	151,153	-	133,820	133,820	133,820	133,820	133,820	133,820
User Computer Upgrades	076024-519	285,157	300,000	150,000	150,000	350,000	475,000	475,000	475,000
Mobile Devices	076042-519	27,505	25,000	80,000	80,000	90,450	90,914	91,391	91,883
State Attorney Technology	076047-519	79,959	110,900	149,615	149,615	149,615	149,615	149,615	149,615
Public Defender Technology	076051-519	37,914	50,000	110,500	110,500	110,500	110,500	110,500	110,500
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	133,149	-	-	-	-	-	-	-
E-Filing System for Court Documents	076063-519	(3,454)	-	125,000	125,000	125,000	125,000	125,000	125,000
Justice Information System (JIS) Upgrade	076065-519	-	-	-	-	-	250,000	1,000,000	1,000,000
Huntington Oaks Plaza Renovations	083002-519	9,000	-	-	-	-	-	-	-
Courtroom Minor Renovations	086007-519	34,095	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Architectural & Engineering Services	086011-519	35,454	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Courthouse Security	086016-519	34,870	35,000	35,000	35,000	40,000	20,000	35,000	35,000
Common Area Furnishings	086017-519	24,541	30,000	30,000	30,000	30,000	30,000	30,000	30,000
County Government Annex	086025-519	-	-	-	-	-	-	10,000	75,000
Courthouse Renovations	086027-519	457,030	373,579	40,000	40,000	40,000	40,000	40,000	40,000
Jail Complex Maintenance	086031-523	1,927,654	1,713,500	2,860,000	2,860,000	1,667,900	1,720,000	1,350,000	1,414,500
Medical Examiner Facility	086067-527	1,511,274	-	-	-	-	-	-	-
Fleet Management Shop Improvements	086071-519	43	-	-	-	-	-	-	-
Building Roofing Repairs and Replacements	086076-519	245,189	889,827	650,000	650,000	915,000	595,000	395,000	370,000
Building Mechanical Repairs and Replacements	086077-519	1,191,781	935,334	416,000	416,000	713,000	723,000	711,000	951,000
Building Infrastructure Improvements	086078-519	690,120	544,425	410,180	410,180	650,000	993,060	685,000	1,212,800
Building General Maintenance and Renovations	086079-519	259,213	410,118	273,000	273,000	330,000	345,000	300,000	360,000
Sheriff Training Facility	086080-523	33,455	-	-	-	-	-	-	-
Solar Arrays on County Buildings	086081-519	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000
ESCO Projects	086082-519	-	-	650,000	650,000	-	-	-	-
Serenity Cemetery Expansion	091002-519	-	-	-	-	-	170,000	170,000	-
Public Safety Complex	096016-529	132,575	-	175,000	175,000	150,000	150,000	150,000	150,000
Voting Equipment Replacement	096028-513	41,732	-	50,000	50,000	-	-	-	-
Capital Improvements	990-599	-	-	-	-	110,599	86,044	1,083,358	808,183
Total Appropriations		12,526,351	9,859,018	10,009,175	10,009,175	10,089,581	11,242,453	11,224,184	11,531,801
Revenues Less Appropriations		(4,789,608)	-	14,900	-	-	-	-	-

Leon County Fiscal Year 2021 Tentative Budget**Notes:**

The FY 2021 – FY 2025 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 \$7.4 million by FY 2020. For FY 2021, as part of the budget balancing strategies implemented in response to revenue losses associated with the COVID-19 pandemic, capital improvement projects were reduced or deferred. This allowed for the reduction in the general revenue transfer to the Capital Improvement Fund (305) by \$2.32 million. To manage the loss of this resource, capital projects were eliminated or reduced in FY 2020 to create the \$2.0 million reserve to appropriate in FY 2021. Out-years reflect the transfer of recurring general revenue to fund capital projects increasing to \$10.8 million by FY 2025.

For FY 2021, funding is allocated for building maintenance and repairs, including \$2.86 million for the Detention Center, \$287,550 for Apalachee Regional Park, new and replacement vehicles and information technology infrastructure projects. Also for FY 2021, \$650,000 is allocated as a capital contribution to support the approved energy savings contract (ESCO) for \$17 million, which will pay for the replacement of outdated and energy inefficient capital equipment.

The FY 2021 – FY 2025 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 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	203,341	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	244,378	-	-	-	-	-	-	-
Transfer From Fund 106	381106	3,344,845	1,758,708	3,396,700	3,396,700	4,285,935	3,201,595	3,727,249	3,285,956
Appropriated Fund Balance	399900	-	2,100,000	350,000	350,000	-	-	-	-
Total Revenues		3,792,564	3,858,708	3,746,700	3,746,700	4,285,935	3,201,595	3,727,249	3,285,956
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Public Works Vehicle & Equipment Replacement	026005-541	1,116,857	429,000	372,000	372,000	500,000	500,000	500,000	500,000
Arterial & Collector Roads Pavement Markings	026015-541	171,435	135,200	135,200	135,200	135,200	135,200	135,200	135,200
New Public Works Vehicles & Equipment	026022-541	85,831	-	-	-	-	-	-	-
Baum Road Drainage Improvement	054011-541	19,030	-	-	-	750,000	-	-	-
Stormwater and Transportation Improvements	056010-541	564,494	1,620,000	674,500	674,500	850,000	500,000	500,000	500,000
Public Works Design and Engineering Services	056011-541	25,914	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Sidewalk Program	056013-541	1,126,387	547,408	-	-	1,625,735	1,666,395	1,708,055	1,750,756
Intersection & Safety Improvements	057001-541	-	345,850	-	-	-	-	-	-
Miccosukee Road Bridge Replacement	057918-541	-	-	-	-	25,000	-	483,994	-
Maylor Road Stormwater Improvements	065005-538	-	481,250	2,120,000	2,120,000	-	-	-	-
Stormwater Infrastructure Preventative Maintenance	067006-538	-	200,000	345,000	345,000	300,000	300,000	300,000	300,000
Total Appropriations		3,109,948	3,858,708	3,746,700	3,746,700	4,285,935	3,201,595	3,727,249	3,285,956
Revenues Less Appropriations		682,616	-	-	-	-	-	-	-

Notes:

Approved at the FY 2019 budget process, the gas tax funding that was traditionally split 50/50 for sidewalk projects and general transportation maintenance was to be reallocated for two years to fix chronic flooding problems on county roads in FY 2020 and FY 2021. However, due to the COVID-19 pandemic and subsequent budget balancing strategies for FY 2021, sidewalk funding was suspended, and transportation and stormwater funding was reduced. While allocated sidewalk funding has been stopped in this fund for FY 2021, the sidewalk program still has \$1.25 million allocated in the Sales Tax Extension Fund (352) for FY 2021.

FY 2021 also reflects an increase in transfers to the Transportation Capital Fund generated from FY 2020 project reduction savings including the Stormwater Infrastructure Preventative Maintenance in FY 2020, and the Sidewalk Program and Baum Road Drainage Improvements in both FY 2020 and FY 2021. This was done as part of the budget balancing strategies for FY 2021 to support critical capital projects including Maylor Road Stormwater Improvements.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	97,597	-	63,158	60,000	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	114,558	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	300,000	-	-	-	-	-	-
Total Revenues		212,155	300,000	63,158	60,000	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Intersection & Safety Improvements	057001-541	88,279	-	-	-	-	-	-	-
Jail Complex Maintenance	086031-523	-	300,000	60,000	60,000	-	-	-	-
Total Appropriations		88,279	300,000	60,000	60,000	-	-	-	-
Revenues Less Appropriations		123,876	-	3,158	-	-	-	-	-

Notes:

The available interest of \$60,000 remaining in this fund will be used to support capital improvement projects at the Detention Center. The fund is currently earning interest due to the accumulated intersection and safety improvement project balance to support the reconstruction of the intersection of Blairstone Road and Old St. Augustine. The project is proceeding with design and right of way acquisition.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
1 Cent Sales Tax	312600	4,660,728	1,134,300	-	-	-	-	-	-
BP2000 JPA Revenue	343916	2,222,462	-	465,518	465,518	-	-	-	-
Pool Interest Allocation	361111	65,553	72,295	16,900	16,055	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	79,621	-	-	-	-	-	-	-
Total Revenues		7,028,364	1,206,595	482,418	481,573	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Open Graded Cold Mix Stabilization	026006-541	815,873	-	-	-	-	-	-	-
Fred George Park	043007-572	3,500	-	-	-	-	-	-	-
Apalachee Regional Park	045001-572	-	1,206,595	-	-	-	-	-	-
Arterial/Collector Resurfacing	056001-541	2,312,260	-	-	-	-	-	-	-
Community Safety & Mobility	056005-541	201,323	-	-	-	-	-	-	-
Woodside Heights FDEP Grant	061003-535	1,737,225	-	-	-	-	-	-	-
Lake Munson Restoration	062001-538	5,600	-	-	-	-	-	-	-
Gum Road Target Planning Area	062005-538	157,358	-	-	-	-	-	-	-
Lexington Pond Retrofit	063005-538	130,561	-	481,573	481,573	-	-	-	-
Killearn Lakes Plantation Stormwater	064006-538	314,080	-	-	-	-	-	-	-
Total Appropriations		5,677,780	1,206,595	481,573	481,573	-	-	-	-
Revenues Less Appropriations		1,350,584	-	845	-	-	-	-	-

Notes:

The current 1 Cent Local Option Sales Tax expired 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 are derived from the remaining County share of the Blueprint water quality funding and will be used for the Lexington Pond/Fords Arm water quality improvement projects in FY 2021.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	85,562	97,375	60,600	57,570	58,146	58,727	59,314	59,907
Net Incr(decr) In Fmv Of Investment	361300	100,564	-	-	-	-	-	-	-
Total Revenues		186,126	97,375	60,600	57,570	58,146	58,727	59,314	59,907
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
911 Capital Projects	990-599	-	97,375	57,570	57,570	58,146	58,727	59,314	59,907
Total Appropriations		-	97,375	57,570	57,570	58,146	58,727	59,314	59,907
Revenues Less Appropriations		186,126	-	3,030	-	-	-	-	-

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 2021 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 this 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
1 Cent Sales Tax	312600	-	3,402,900	3,676,229	3,492,418	3,736,888	3,923,732	4,119,918	4,325,914
Total Revenues		-	3,402,900	3,676,229	3,492,418	3,736,888	3,923,732	4,119,918	4,325,914
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Open Graded Cold Mix Main/Resurfacing	026006-541	-	600,000	-	-	-	161,632	159,968	215,605
Arterial/Collect/Local Road Resurfacing	056001-541	-	2,802,900	3,492,418	3,492,418	3,736,888	3,762,100	3,859,950	3,960,309
Intersection and Safety Improvement	057001-541	-	-	-	-	-	-	100,000	150,000
Total Appropriations		-	3,402,900	3,492,418	3,492,418	3,736,888	3,923,732	4,119,918	4,325,914
Revenues Less Appropriations		-	-	183,811	-	-	-	-	-

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 2021, due to the reduction in anticipated sales tax collections from the onset of the COVID-19 pandemic, the County's 10% share of Blueprint funding is projected to be \$1.2 million less. The slight increase in revenue for FY 2021 is due to the FY 2020 budgeted amount being reflective of only 3/4 of the fiscal year since collections started in January 2020.

The 10% share supports the County's annual road resurfacing, OCGM maintenance and intersection/safety capital projects. Enough funding exists in the intersection/safety and OCGM accounts to address next year's maintenance requirements. A minor reduction will also be made to the resurfacing account for only one year. If future sales tax revenue does not grow sufficiently next year, then as part of future budget cycles, additional funding may need to be allocated to the resurfacing account.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
LIFE Revenue	312601	-	680,580	764,053	725,850	747,630	770,060	725,000	791,950
BP2000 JPA Revenue	343916	-	2,906,250	3,875,000	3,875,000	3,875,000	3,875,000	3,875,000	3,875,000
Total Revenues		-	3,586,830	4,639,053	4,600,850	4,622,630	4,645,060	4,600,000	4,666,950
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Sidewalk Program	056013-541	-	937,500	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
Woodville Sewer Project	062003-535	-	-	-	-	-	2,125,000	2,125,000	2,125,000
L.I.F.E. Rural Road Safety Stabilization	091003-541	-	175,000	100,000	100,000	100,000	100,000	100,000	100,000
L.I.F.E. Miccosukee Sense of Place	091004-519	-	255,580	185,550	200,850	197,630	205,060	-	341,950
L.I.F.E. Street Lighting	091005-541	-	125,000	100,000	100,000	100,000	100,000	100,000	100,000
L.I.F.E. Fire Safety Infrastructure	091006-529	-	-	125,000	-	-	125,000	-	125,000
L.I.F.E. Boat Landing Enhancements & Upgrades	091007-572	-	125,000	125,000	125,000	-	125,000	125,000	125,000
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	2,625,000	2,625,000	2,625,000	500,000	500,000	500,000
Total Appropriations		-	3,586,830	4,510,550	4,600,850	4,622,630	4,645,060	4,600,000	4,666,950
Revenues Less Appropriations		-	-	128,503	-	-	-	-	-

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 to account for the 2% sales tax share dedicated to L.I.F.E. program, and the County's share of the Blueprint JPA revenue.

For FY 2021, due to the reduction in anticipated sales tax collections from the onset of the COVID-19 pandemic, the County's share of L.I.F.E funding is projected to have a reduction of \$208,950 in FY 2021. The slight increase in revenue for FY 2021 is due to the FY 2020 budgeted amount being reflective of only 3/4 of the fiscal year since collections started in January 2020. Over the next five years, L.I.F.E revenues are projected to be \$1.1 million lower than originally projected and the projects were adjusted accordingly as presented at the July 14, 2020 budget workshop. Additionally, the Blueprint JPA revenue is consistent in FY 2021 and the out-years since this is a lump sum payment from Blueprint specified in the interlocal agreement.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Solid Waste	313700	311,644	226,261	313,826	298,135	307,079	316,291	325,780	335,553
Waste Disposal Special Assessment	319150	1,514,887	1,497,162	1,585,904	1,506,609	1,517,155	1,527,776	1,538,470	1,549,239
Delinquent Assessments-2011	319211	234	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	22	-	-	-	-	-	-	-
Delinquent Assessments 2013	319213	356	-	-	-	-	-	-	-
Delinquent Assessments-2014	319214	1,025	-	-	-	-	-	-	-
Delinquent Assessments-2015	319215	560	-	-	-	-	-	-	-
Delinquent Assessments-2016	319216	1,416	-	-	-	-	-	-	-
Delinquent Assessments-2017	319217	3,264	-	-	-	-	-	-	-
Operating Income - Class I	343410	87,029	-	-	-	-	-	-	-
Transfer Station Receipts	343411	7,980,772	7,177,108	11,070,359	10,516,841	10,832,347	11,157,317	11,492,036	11,836,797
Marpan Administrative Fee	343412	-	9,503	10,003	9,503	9,503	9,503	9,503	9,503
Marpan Class III Residuals	343413	1,170,546	993,071	1,310,623	1,245,092	1,257,543	1,270,118	1,282,819	1,295,647
Operating Income - Tires	343415	45,435	52,158	53,535	50,858	51,215	51,573	51,934	52,298
Operating Income - Electronics	343416	3,961	4,912	3,989	3,790	3,816	3,843	3,869	3,896
Operating Income - Yard Trash Clean	343417	253,351	148,599	157,514	149,638	150,686	151,741	152,804	153,872
Operating Income - Yard Trash	343418	(8,298)	35,652	37,791	35,901	36,152	36,406	36,661	36,917
Operating Income - Landfill Yard Trash Bagged	343420	260	215	237	225	227	229	230	232
Resource Recovery (metals, etc)	343451	88,423	73,789	-	-	-	-	-	-
Hazardous Waste	343453	44,802	27,908	26,698	25,363	25,541	25,719	25,900	26,081
Recycling Promotional Services	343461	70,000	35,300	35,300	33,535	33,535	33,535	33,535	33,535
Rural Waste Services Center Permit	343462	141,964	-	-	-	-	-	-	-
Recyclable Materials	343463	-	75,712	-	-	-	-	-	-
Interest Income - Investment	361110	235,374	-	-	-	-	-	-	-
Pool Interest Allocation	361111	45,834	132,905	174,633	165,901	167,560	169,236	170,928	172,637
Net Incr(decr) In Fmv Of Investment	361300	353,635	-	-	-	-	-	-	-
Rents And Royalties	362000	13,624	15,565	13,719	13,033	13,124	13,216	13,309	13,402
Equipment Buyback	364100	-	50,000	216,000	205,200	-	-	-	-
Other Scrap Or Surplus	365900	4,550	25,481	4,582	4,353	4,383	4,414	4,445	4,475
Transfer From Fund 001	381001	40,244	-	-	-	-	-	-	-
Transfer From Fund 126	381126	453,502	1,017,985	1,436,815	1,436,815	1,464,824	1,477,388	1,489,036	1,499,665
Total Revenues		12,858,418	11,599,286	16,451,528	15,700,792	15,874,690	16,248,305	16,631,259	17,023,749
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Landfill Improvements	036002-534	59,022	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Solid Waste Facility Heavy Equip. & Vehicle Replacement	036003-534	714	15,000	388,000	388,000	40,000	40,000	40,000	40,000
Transfer Station Heavy Equip Replacement	036010-534	290,903	111,545	436,000	436,000	165,000	200,000	200,000	200,000
HHW Collection Center	036019-534	13,767	-	-	-	-	-	-	-
Transfer Station Improvements	036023-534	15,897	150,852	150,852	150,852	150,852	150,852	150,852	150,852
Rural/Hazardous Waste Vehicle and Equipment Replacement	036033-534	349,889	-	-	-	313,000	-	-	-
Pre-Fabricated Buildings	036041-534	5,995	-	-	-	-	-	-	-

Leon County Fiscal Year 2021 Tentative Budget

Solid Waste (401)

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Hazardous Waste Vehicle and Equipment Replacement	036042-534	-	-	-	-	48,000	-	-	-
Capital Landfill Closure	036043-534	4,909,453	-	-	-	-	-	-	-
New Solid Waste Vehicles & Equipment	036044-534	-	-	40,200	40,200	-	-	-	-
Yard Waste	416-534	290,138	388,181	404,393	404,393	418,328	432,771	451,800	471,456
Rural Waste Service Centers	437-534	694,734	680,923	748,059	748,059	766,288	785,401	805,453	826,494
Transfer Station Operations	441-534	9,015,184	8,315,757	11,073,832	11,073,832	11,564,893	12,079,770	12,619,649	13,185,761
Solid Waste Management Facility	442-534	545,769	454,849	542,674	542,674	549,223	556,063	563,221	570,703
Hazardous Waste	443-534	677,867	722,619	736,516	736,516	743,441	750,621	758,069	765,793
MIS Automation - Solid Waste Fund	470-534	24,044	-	27,770	27,770	27,770	27,770	27,770	27,770
Solid Waste - Risk	495-534	20,385	20,752	20,057	20,057	20,176	20,296	20,418	20,541
Indirect Costs - Solid Waste	499-534	583,000	600,000	577,000	577,000	594,000	612,000	631,000	649,000
Tax Collector	513-586	30,409	33,598	34,606	34,606	35,644	36,713	36,713	36,713
Transfers	950-581	82,435	85,210	65,670	65,670	66,983	68,323	69,689	71,083
Budgeted Reserves - Solid Waste Fund	990-599	-	-	449,772	449,772	366,720	500,398	287,851	58,985
Total Appropriations		17,609,606	11,599,286	15,715,401	15,715,401	15,890,318	16,280,978	16,682,485	17,095,151
Revenues Less Appropriations		(4,751,188)	-	750,736	-	-	-	-	-

Notes:

The Solid Waste fund is an enterprise fund and is supported by an assessment and tipping fees collected at the Transfer Station. During the FY 2020 budget process, the Board adopted a multi-year fiscal plan that reallocates \$4.1 million in FY 2021 debt services savings to avoid future tax and fee increases. The plan allowed for the elimination of the rural waste center collection fees and avoids the need to raise the non-ad valorem assessment. For FY 2021, the plan called for the reallocation of a portion of debt service savings to the solid waste fund. The general revenue transfer to solid waste to support recycling, the rural waste collection centers, and the non-ad valorem assessment increased by \$433,439.

FY 2021 capital funding is included for Landfill Improvements, Transfer Station Improvements, various vehicle and heavy equipment replacements.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	119,399	42,180	18,947	18,000	18,000	18,000	18,000	18,000
Net Incr(decr) In Fmv Of Investment	361300	137,602	-	-	-	-	-	-	-
Refund Of Prior Year Expenses	369300	3,001	-	-	-	-	-	-	-
Transfer From Fund 145	381145	42,665	40,200	46,100	46,100	46,561	47,027	47,497	47,972
Vehicle Insurance	396100	295,909	320,491	364,191	364,191	367,832	371,510	375,225	378,977
General Liability	396200	497,178	540,535	558,014	558,014	563,594	569,230	574,922	580,671
Aviation Insurance	396300	36,906	46,500	40,100	40,100	40,501	40,906	41,315	41,728
Property Insurance	396400	886,963	744,056	776,770	776,770	784,538	792,383	800,307	808,310
Workers Compensation Insurance	396600	1,860,377	2,069,722	2,289,337	2,289,337	2,312,230	2,335,353	2,358,706	2,382,294
Total Revenues		3,880,000	3,803,684	4,093,459	4,092,512	4,133,256	4,174,409	4,215,972	4,257,952
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Risk Management	132-513	204,743	206,993	213,374	212,584	217,089	220,909	224,842	228,891
MIS Automation-Risk Fund	470-513	223	257	245	245	245	245	245	245
Insurance Service - Risk	495-596	-	465	461	461	466	471	476	481
Indirect Costs - Insurance Service	499-596	32,000	40,000	31,000	31,000	32,000	33,000	34,000	35,000
Workers' Comp Risk Management	821-596	3,440,216	3,538,278	3,842,403	3,842,403	3,879,026	3,916,017	3,953,377	3,987,631
Budgeted Reserves - Insurance Service	990-599	-	17,691	5,029	5,819	4,430	3,767	3,032	5,704
Total Appropriations		3,677,182	3,803,684	4,092,512	4,092,512	4,133,256	4,174,409	4,215,972	4,257,952
Revenues Less Appropriations		202,818	-	947	-	-	-	-	-

Notes:

For FY 2021, reflects an increase in the in funding for the County's self insurance for workers' compensation claims.

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	5,842	-	-	-	-	-	-	-
Departmental Billings	394000	757,860	782,957	902,125	902,125	911,146	920,256	929,460	938,754
Departmental Billings - MIS Automation	394200	153,092	177,784	466,061	466,061	470,722	475,429	480,184	484,985
Appropriated Fund Balance	399900	-	396,427	-	-	-	-	-	-
Total Revenues		916,793	1,357,168	1,368,186	1,368,186	1,381,868	1,395,685	1,409,644	1,423,739
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Communications Trust	900-590	1,054,355	1,357,168	1,368,186	1,368,186	1,381,868	1,395,685	1,409,644	1,423,739
Total Appropriations		1,054,355	1,357,168	1,368,186	1,368,186	1,381,868	1,395,685	1,409,644	1,423,739
Revenues Less Appropriations		(137,562)	-	-	-	-	-	-	-

Notes:

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Departmental Billings - Fleet	394100	1,892,141	1,467,361	1,621,702	1,621,702	1,637,581	1,647,387	1,656,768	1,665,686
Gas And Oil Sales	395100	1,069,653	1,435,895	1,463,620	1,463,620	1,478,257	1,493,040	1,507,970	1,523,049
Total Revenues		2,961,794	2,903,256	3,085,322	3,085,322	3,115,838	3,140,427	3,164,738	3,188,735
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Fleet Maintenance	425-591	2,939,417	2,891,643	3,079,266	3,073,578	3,104,053	3,128,600	3,152,869	3,176,823
MIS Automation - Motor Pool Fund	470-519	1,884	2,198	2,315	2,315	2,315	2,315	2,315	2,315
Fleet Maintenance - Risk	495-591	9,415	9,415	9,429	9,429	9,470	9,512	9,554	9,597
Total Appropriations		2,950,716	2,903,256	3,091,010	3,085,322	3,115,838	3,140,427	3,164,738	3,188,735
Revenues Less Appropriations		11,077	-	(5,688)	-	-	-	-	-

Notes:

The increase includes funding for a contract increase related to vehicle monitoring software to track and improve fuel efficiency, and a slight increase in the diesel fuel budget due to the increase in consumption.

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, on September 29, 2020, adopted Fiscal Year 2020/2021 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 \$23,350,669.

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 2020/2021 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 8.6768 by 1.59%.

2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 29th day of September, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chair
Board of County Commissioners

ATTEST:
Gwendolyn Marshall, Clerk of the Court
& Comptroller, Leon County, Florida

BY: _____
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

BY: _____

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, on September 29, 2020, 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 2020/2021, attached hereto as Exhibit A, in the amount of \$23,350,669.

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 2020/2021 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 29th day of September, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chair
Board of County Commissioners

ATTEST:
Gwendolyn Marshall, Clerk of the Court
& Comptroller, Leon County, Florida

BY: _____
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

BY: _____

EXHIBIT A

Leon County Fiscal Year 2021 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 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
MSTU Ad Valorem	311130	7,994,652	8,372,157	9,395,416	8,925,645	9,438,870	9,910,813	10,356,800	10,822,856
Delinquent Taxes 2004	311204	-	-	-	-	-	-	-	-
Delinquent Taxes 2007	311207	-	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	8	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	-	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	3	-	-	-	-	-	-	-
Delinquent Taxes 2011	311211	526	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	478	-	-	-	-	-	-	-
Delinquent Taxes 2013	311213	463	-	-	-	-	-	-	-
Delinquent Taxes - 2014	311214	717	-	-	-	-	-	-	-
Delinquent Taxes-2015	311215	(759)	-	-	-	-	-	-	-
Delinquent Taxes-2016	311216	521	-	-	-	-	-	-	-
Delinquent Taxes-2017	311217	4,854	-	-	-	-	-	-	-
Building Permits	322000	(224)	-	-	-	-	-	-	-
Ambulance Fees	342600	11,295,452	10,493,130	11,292,518	10,727,892	10,942,450	11,161,298	11,384,525	11,612,215
Medicaid - Ambulance Fees	342601	217,032	200,000	210,526	200,000	200,000	200,000	200,000	200,000
Special Events	342604	327,311	252,130	261,885	248,791	256,229	263,916	271,781	279,989
Patient Transports	342605	21,377	21,850	697,700	662,815	662,815	662,815	662,815	662,815
Medicaid - Fee for Service	342607	-	-	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Pool Interest Allocation	361111	143,666	153,900	97,800	92,910	93,839	94,778	95,726	96,683
Net Incr(decr) In Fmv Of Investment	361300	91,906	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	17,100	-	-	-	-	-	-	-
Contributions And Donations	366000	3,449	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	7,875	-	-	-	-	-	-	-
Transfer From Fund 001	381001	-	-	792,616	792,616	2,000,000	2,000,000	2,000,000	2,000,000
Transfer From Fund 140	381140	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Appropriated Fund Balance	399900	-	1,315,221	-	-	-	-	-	-
Total Revenues		20,326,407	21,008,388	24,448,461	23,350,669	25,294,203	25,993,620	26,671,647	27,374,558
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Emergency Medical Services Vehicle & Equipment Replacement	026014-526	687,390	1,302,000	1,230,000	1,230,000	1,275,000	1,500,000	1,580,000	1,580,000
New Emergency Medical Services Vehicle & Equipment	026021-526	196,224	-	-	-	-	300,000	-	300,000
Emergency Medical Services Technology	076058-526	33,075	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Emergency Medical Services	185-526	17,880,477	18,049,763	20,440,177	20,336,869	20,690,231	21,709,903	21,276,255	22,265,633
MIS Automation - EMS Fund	470-526	14,053	-	17,375	17,375	17,375	17,375	17,375	17,375
EMS - Risk	495-526	63,230	63,230	67,722	67,722	68,313	68,910	69,513	70,122
Indirect Costs - EMS	499-526	1,281,000	1,406,000	1,408,000	1,408,000	1,450,000	1,494,000	1,539,000	1,585,000
Tax Collector	513-586	156,149	162,395	162,395	162,395	162,395	162,395	162,395	162,395
Budgeted Reserves - EMS Fund	990-599	-	-	-	103,308	1,605,889	716,037	2,002,109	1,369,033
Total Appropriations		20,311,598	21,008,388	23,350,669	23,350,669	25,294,203	25,993,620	26,671,647	27,374,558
Revenues Less Appropriations		14,809	-	1,097,792	-	-	-	-	-

Leon County Fiscal Year 2021 Tentative Budget

Notes:

A 6.78% increase in property valuations generated increased ad valorem revenue for this fund. During the FY 2020 budget process, the Board adopted a multi-year fiscal plan that allocates \$4.1 million in FY 2021 debt services savings to avoid future tax and fee increases. The plan allowed for the avoidance of raising fees related to Emergency Medical Services. However, due to the revenue loss related to the COVID-19 pandemic, the FY 2021 plan has been adjusted. For FY 2021, the plan called for the reallocation of debt service to the EMS fund at \$2.0 million. The EMS expenses and revenues did not require the entire \$2.0 million in general revenue to support this program. Instead, additional Medicaid funding in the amount of \$1.5 million has been provided to EMS through the Agency for Health Care Administration. To balance the fund, \$792,616 in general revenue was transferred to the EMS Fund.

Additionally, for FY 2021, funding is included for one and a half crews for Emergency Medical Services (EMS) to meet the demand of increased call volumes. The full crew expenses will be offset by paid by hospital transport fees from Capital Regional Medical Center to address off-site emergency room hospital transports.

For the out years, FY 2023 and FY 2025, funding is allocated for an additional crew, ambulances, vehicles and equipment as needed to meet service demands.

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>155,359,035</u>
B. Less tax reductions due to Value Adjustment Board and other assessment changes.....	\$	<u>250,174</u>
C. Actual property tax levy.....	\$	<u>155,108,861</u>

This year's proposed tax levy.....	\$	<u>165,629,914</u>
---	-----------	---------------------------

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**Tuesday, September 29, 2020
6:00 P.M.**

In accordance with the Florida Governor's Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, the public hearing will be held utilizing communications media technology. Leon County will broadcast the public hearing on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's Facebook page (<https://www.facebook.com/LeonCountyFL/>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and web site (www.LeonCountyFL.gov). Citizens may submit written public comments until 8:00 p.m. on September 28, 2020, by visiting <https://leoncountyfl.gov/PublicComments>. Citizens may also provide real-time public comments by first completing and submitting the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on September 28, 2020. Following submittal of the registration form, instructions for participating in the hearing will be provided. Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Leon County
Board of County Commissioners
Notes for Agenda Item #21

Leon County Board of County Commissioners

Agenda Item #21

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Jack Vause Landing Road and Boat Landing lying within the Lake Talquin State Park

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

Statement of Issue:

This item seeks Board approval for the County to transfer the Jack Vause Landing boat ramp and associated entry road, including all future maintenance and capital costs, to the State of Florida at no cost to the County. To effectuate this transaction, this item requests the Board conduct the first and only public hearing and adopt the proposed Resolution renouncing and disclaiming the County's right in a portion of road right-of-way for Jack Vause Landing Road and the associated boat landing lying within the Lake Talquin State Park boundary.

Fiscal Impact:

This item has a fiscal impact. Renouncing and disclaiming the road right-of-way and boat landing within the Talquin State Park boundary will shift the management maintenance responsibility for the road and boat landing from the County to the State and, thereby, will reduce the County's overall maintenance costs.

Staff Recommendation:

Option # 1: Conduct the First and Only Public Hearing and adopt the Resolution renouncing and disclaiming any right of the County in a portion of Jack Vause Landing Road and the associated boat landing lying within the Lake Talquin State Park (Attachment #1).

Report and Discussion

Background:

At the July 14, 2020 meeting, the Board approved the scheduling of this first and only Public Hearing to consider the adoption of a Resolution (Attachment #1) renouncing and disclaiming any right of the County in a portion of Jack Vause Landing Road and the associated boat landing lying within the Lake Talquin State Park as shown in Exhibit "A" of Attachment #1. This item seeks Board approval for the County to transfer the Jack Vause Landing boat ramp and associated entry road, including all future maintenance and capital costs, to the State of Florida at no cost to the County. To effectuate this transaction, this item requests the Board conduct the public hearing and adopt the proposed Resolution.

Leon County staff was contacted by Florida Department of Environmental Protection (FDEP) regarding taking over the maintenance and management of Jack Vause Boat Landing as well as the portion of Jack Vause Landing Road right-of-way lying within the Lake Talquin State Park boundary off Highway 20. The County's interest in the Jack Vause Landing Road right-of-way and Jack Vause Boat Landing occurred by virtue of its regular maintenance and repair of those areas for the requisite number of years to be "presumed dedicated" to the County pursuant to section 95.361, Florida Statutes.

Analysis:

In response to FDEP's inquiry, the Office of Financial Stewardship sent a letter outlining the specifics of the County's abandonment and disclaimer. FDEP acknowledged the terms and process and returned the executed consent letter acknowledging that FDEP would take over the management and maintenance of the road right-of-way and boat landing upon the County's abandonment and disclaimer becoming final (Attachment #2).

Staff has evaluated the annual expense to maintain the existing road right-of-way and boat ramp and agrees that it is in the County's best interest to shift the management and maintenance responsibilities to FDEP. Upon the Board's renunciation and disclaimer becoming final, the land underlying the abandoned road right-of-way and boat landing will be released to the State as owner of Lake Talquin State Park and the road and boat landing will thereafter be maintained and operated by FDEP. The Real Estate Division has contacted specific departments to evaluate the abandonment and disclaimer, along with the shift of management and maintenance responsibilities to FDEP and have received no objections.

Pursuant to Sections 336.09 and 336.10, Florida Statutes, the Board, on its own motion or upon the request of any person or persons, is authorized to abandon and discontinue its interest in any existing public road and to renounce and disclaim any right of the County and the public in and to land associated with the road. To accomplish this, the Board is required to hold a public hearing with a notice published at least two weeks prior to the public hearing. After conducting the public hearing, the action of the Board regarding the abandonment and disclaimer must be evidenced by the adoption of a Resolution, which must then be recorded in the official records of Leon County.

Title: First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Jack Vause Landing Road and Boat Landing lying within the Lake Talquin State Park

September 29, 2020

Page 3

Section 336.10, Florida Statutes, requires that a notice of the public hearing be published in a local newspaper one time at least two weeks prior to the public hearing. In accordance with the statute, the notices for the public hearing was timely published in the Tallahassee Democrat (Attachment #3).

Options:

1. Conduct the First and Only Public Hearing and adopt the Resolution renouncing and disclaiming any right of the County in a portion of Jack Vause Landing Road and the associated boat landing lying within the Lake Talquin State Park (Attachment #1).
2. Conduct the First and Only Public Hearing and do not adopt the Resolution renouncing and disclaiming any right of the County in a portion of Jack Vause Landing Road and Boat Landing lying within the Lake Talquin State Park.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Resolution
2. Letter to FDEP with signed Acknowledgment and Consent for future management and maintenance responsibility
3. Notice of public hearing

RESOLUTION: 20-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA ABANDONING AND DISCLAIMING ITS INTEREST IN PORTION OF JACK VAUSE LANDING ROAD RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY IN SUCH PORTION OF THE ROAD RIGHT-OF-WAY AND THE LAND CONNECTED THEREWITH, INCLUDING THE JACK VAUSE BOAT LANDING

WHEREAS, on the 14th day of September, 2020, the Board of County Commissioners of Leon County, Florida (hereinafter the “Board”) published a notice of public hearing to take place on September 29, 2020 at which the Board would consider the adoption of a resolution to abandon and discontinue Leon County’s interest in the portion of Jack Vause Landing Road lying within Lake Talquin State Park (Parcel ID: 2334209010000) and to renounce and disclaim any right of Leon County in and to any land connected therewith including, but not limited to, the land associated with the Jack Vause Boat Landing. The land to be renounced and disclaimed is further delineated and depicted on Exhibit “A” attached hereto; and

WHEREAS, said notice of public hearing is evidenced by the Proof of Publication attached hereto as Exhibit “B”, which reflects the advertisement of said notice of public hearing in the Tallahassee Democrat, a newspaper of general circulation in Leon County, Florida; and

WHEREAS, pursuant to said notice of public hearing and Chapter 336, Florida Statutes, the Board conducted said public hearing on September 29, 2020 in the Commission Chambers of the Leon County Courthouse, during which the Board put in the record any comments received from the public.

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

1. The Board hereby abandons and discontinues Leon County’s interest in the portion of Jack Vause Landing Road lying within Lake Talquin State Park (Parcel ID: 2334209010000), and hereby further renounces and disclaims any right of Leon County in and to any land connected therewith including, but not limited to, the land associated with the Jack Vause Boat Landing, as delineated and depicted on Exhibit “A” attached hereto (“Abandoned Road ROW and Landing”).

2. The Clerk of the Board is hereby directed to publish notice of the adoption of this Resolution, within thirty (30) days following its adoption, in one issue of a newspaper of general publication in Leon County, Florida, and that the Clerk thereafter record in the official records of Leon County, Florida the Proof of Publication of notice of public hearing, this Resolution as adopted, and the Proof of Publication of the notice of the adoption of this Resolution.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 29th day of September, 2020.

LEON COUNTY, FLORIDA

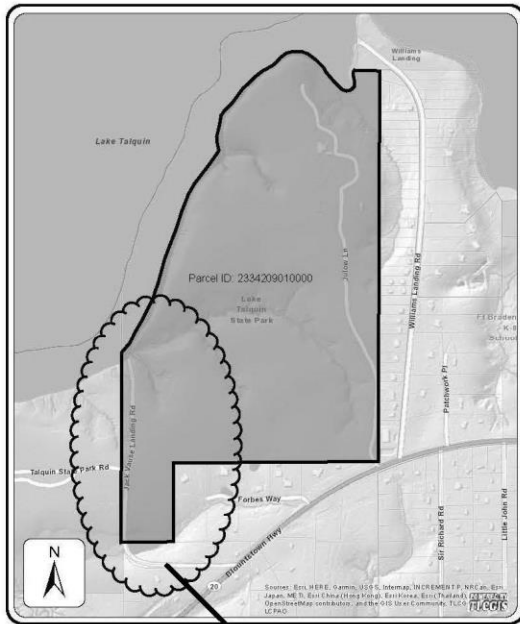
BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

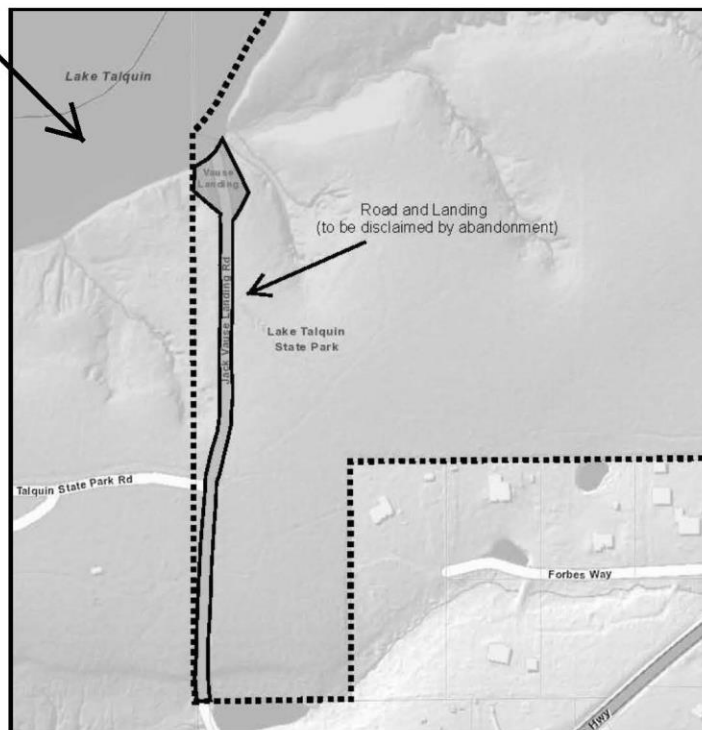
BY: _____

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: _____



Jack Vause Landing Road
and
Vause Boat Landing
at
Lake Talquin State Park



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "Board") will conduct a virtual only public hearing on Tuesday, September 29, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor's Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider the adoption of a resolution to abandon and discontinue Leon County's interest in the portion of Jack Vause Landing Road lying within Lake Talquin State Park (Parcel I.D. No. 2334209010000) and to renounce and disclaim any right of Leon County in and to any land connected therewith including, but not limited to, the land associated with the Jack Vause Boat Landing.

Leon County will be broadcasting the virtual only public hearing on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page (<https://www.facebook.com/LeonCountyFL/>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and web site (www.LeonCountyFL.gov).

All interested parties are invited to submit public comment until 8:00 p.m. on Monday, September 28, 2020, by visiting <http://cms.leoncountyfl.gov/Home/Commission-Meetings/Meeting-Comments>. All submitted comments will be distributed to the Board prior to the public hearing and made a part of the record. Written comments received by the public will be posted on the County's website (www.LeonCountyFL.gov) in advance of the hearing. Persons needing assistance with submitting comments may contact County Administration via telephone at 850-606-5300, or via email at LCG_PublicComments@leoncountyfl.gov.

Public comment received after the 8:00 p.m., Monday, September 28, 2020, deadline will be made available to the Board and entered into the record during the hearing, although the County cannot guarantee that Commissioners will have adequate time to review such comments prior to the hearing or that the comments will be posted on the County website prior to the hearing.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the resolution may be inspected on the County's web site (www.LeonCountyFL.gov). To receive copies of the resolution by other means, such as email, mail, or facsimile transmittal, contact the Office of Financial Stewardship via telephone at 850-606-1500.

Publication date: September 14, 2020

A20-1322



Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment #2
Page 1 of 3
Office of Financial Stewardship
Real Estate
301 South Monroe Street, Room 202
Tallahassee, Florida 32301
(850) 606-5100

Commissioners

BRYAN DESLOGE
District 4
Chairman

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

CHASITY H. O'STEEN
County Attorney

May 29, 2020

Via E-mail: Diane.Martin@dep.state.fl.us

Diane "Rogo" Martin, Land Administration Manager
Florida Department of Environmental Protection
DRP/Office of Park Planning
3800 Commonwealth Blvd., MS #525
Tallahassee, FL 32399

Re: Lake Talquin State Park
Jack Vause Landing Road and Boat Landing
Transfer of Maintenance Responsibility to FDEP

Dear Ms. Martin:

This letter follows up on your April 22, 2020 e-mail to Leigh Davis, Director, Leon County Parks and Recreation, confirming that the Division of Recreation and Parks ("DRP") has no objection to taking over the management of the Vause Boat Landing (the "Landing") as well as the portion of Jack Vause Landing Road right-of-way located within the Lake Talquin State Park boundary (the "Road ROW"). The attached map shows the referenced Landing and Road ROW.

As Director of Leon County's Office of Financial Stewardship, I will be overseeing the handling of this matter by the County's Real Estate Management Division. Explained below is the statutory abandonment process by which the County will renounce and disclaim any interest it has in the Road ROW and the associated land comprising the Landing. Upon the completion of that process, the execution of the Acknowledgment and Consent below will confirm DRP's agreement to accept the transfer of the management and maintenance responsibility for the Road ROW and the Landing from the County to DRP.

The County's interest in the Road ROW and Landing occurred by virtue of its regular maintenance and repair of those areas for the requisite number of years to be "presumed dedicated" to the County pursuant to section 95.361, Florida Statutes. In order to extinguish any such interest, the County will utilize the statutory abandonment process in sections 336.09-10, Florida Statutes, to renounce and disclaim any right of the County in and to the Road ROW and Landing. That process requires the Board of County Commissioners to hold a public hearing to consider the adoption of a Resolution approving the abandonment, after which a Notice of the adoption of the Resolution must be published in the newspaper. The process is completed by the County's recording in the Official Records of the Resolution along with the published notices of the public hearing and the adoption of the Resolution.

Given the uncertainty of the Board's meeting schedule in the coming months, we anticipate that it may later in the summer before we can schedule the required public hearing to present the matter to the Board. Upon our receipt of the signed Acknowledgment and Consent, we will proceed with the public hearing process as soon as possible.

Diane "Rogo" Martin
May 29, 2020
Page 2 of 2

Upon your review and approval of the proposed transfer of maintenance and management responsibility, please sign the Acknowledgement and Consent below and return it to me by email. We look forward to working with you on a smooth transition of the site. If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,



Scott Ross, Director
Office of Financial Stewardship
RossS@leoncountyfl.gov

Attachment: Map of Jack Vause Landing Road and Boat Landing

cc: Leigh Davis, Leon County Parks and Recreation (DavisLe@leoncountyfl.gov)
Steven Cutshaw, DRP (Steven.Cutshaw@dep.state.fl.us)

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ACKNOWLEDGEMENT AND CONSENT

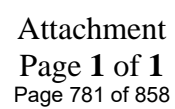
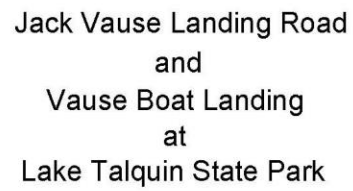
THE UNDERSIGNED, on behalf of the Florida Department of Environmental Protection, Division of Recreation and Parks, Office of Park Planning ("DRP"), hereby acknowledges the receipt of this letter and the understanding of the proposed action as provided herein, and hereby consents to Leon County's proposed abandonment of the portion of Jack Vause Landing Road located within the Lake Talquin State Park boundary (the "Road ROW"), thereby renouncing and disclaiming any interest of Leon County in such road right-of-way and the associated land comprising Vause Boat Landing (the "Landing"), as those areas are shown in the attached map. Furthermore, upon its receipt of the written confirmation that the abandonment process has been completed, DRP, at its sole expense, agrees to accept the management and maintenance responsibility for the Road ROW and the Landing.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
Division of Recreation and Parks, Office of Park Planning

By: Eric Draper
Eric Draper
(print name)

Its: Director
(print title)

Date: 06/10/2020



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "Board") will conduct a virtual only public hearing on Tuesday, September 29, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor's Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider the adoption of a resolution to abandon and discontinue Leon County's interest in the portion of Jack Vause Landing Road lying within Lake Talquin State Park (Parcel I.D. No. 2334209010000) and to renounce and disclaim any right of Leon County in and to any land connected therewith including, but not limited to, the land associated with the Jack Vause Boat Landing.

Leon County will be broadcasting the virtual only public hearing on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page (<https://www.facebook.com/LeonCountyFL>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and web site (www.LeonCountyFL.gov).

All interested parties are invited to submit public comment until 8:00 p.m. on Monday, September 28, 2020, by visiting <http://cms.leoncountyfl.gov/Home/Commission-Meetings/Meeting-Comments>. All submitted comments will be distributed to the Board prior to the public hearing and made a part of the record. Written comments received by the public will be posted on the County's website (www.LeonCountyFL.gov) in advance of the hearing. Persons needing assistance with submitting comments may contact County Administration via telephone at 850-606-5300, or via email at LCG_PublicComments@leoncountyfl.gov.

Public comment received after the 8:00 p.m., Monday, September 28, 2020, deadline will be made available to the Board and entered into the record during the hearing, although the County cannot guarantee that Commissioners will have adequate time to review such comments prior to the hearing or that the comments will be posted on the County website prior to the hearing.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the resolution may be inspected on the County's web site (www.LeonCountyFL.gov). To receive copies of the resolution by other means, such as email, mail, or facsimile transmittal, contact the Office of Financial Stewardship via telephone at 850-606-1500.

PUBLICATION: September 14, 2020

SUPPLEMENTAL NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “Board”) will conduct a virtual only public hearing on Tuesday, September 29, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor’s Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider the adoption of a resolution to abandon and discontinue Leon County’s interest in the portion of Jack Vause Landing Road lying within Lake Talquin State Park (Parcel I.D. No. 2334209010000) and to renounce and disclaim any right of Leon County in and to any land connected therewith including, but not limited to, the land associated with the Jack Vause Boat Landing.

Leon County will be broadcasting the virtual only public hearing on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County’s Facebook page (<https://www.facebook.com/LeonCountyFL/>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and web site (www.LeonCountyFL.gov).

All interested parties are invited to submit written public comments until 8:00 p.m. on Monday, September 28, 2020, by visiting <https://leoncountyfl.gov/PublicComments>. All submitted written comments will be distributed to the Board prior to the public hearing and made a part of the record. Written comments received by the public will be posted on the County’s website (www.LeonCountyFL.gov) in advance of the hearing. Persons needing assistance with submitting comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov.

Written public comments received after the 8:00 p.m., Monday, September 28, 2020, deadline will be made available to the Board and entered into the record during the hearing, although the County cannot guarantee that Commissioners will have adequate time to review such comments prior to the hearing or that the comments will be posted on the County website prior to the hearing.

Interested parties may also provide real-time public comments during the virtual public hearing. Interested parties wishing to provide real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, September 28, 2020. Following submittal of the registration form, further instructions for participating in the virtual meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled “Addressing the Commission”, and Article IX., Section F., entitled “Decorum”, shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

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Copies of the resolution may be inspected on the County’s web site (www.LeonCountyFL.gov). To receive copies of the resolution by other means, such as email, mail, or facsimile transmittal, contact the Office of Financial Stewardship via telephone at 850-606-1500.

Publication date: September 22, 2020

**Leon County
Board of County Commissioners
Notes for Agenda Item #22**

Leon County Board of County Commissioners

Agenda Item #22

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator
Chasity H. O'Steen, County Attorney



Title: First and Only Public Hearing to Consider a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Michael Battle, Real Estate Specialist Dan Rigo, Senior Assistant County Attorney Kyle Kemper, Assistant County Attorney Shington Lamy, Director, Office of Human Services and Community Partnerships Matthew Wyman, Housing Services Manager

Statement of Issue:

As required by Florida Statutes, this Public Hearing considers a proposed resolution adopting an inventory list of County-owned properties deemed appropriate for affordable housing in accordance with Section 125.379, Florida Statutes.

Fiscal Impact:

This item has no fiscal impact

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the Resolution Adopting Inventory List of County Property Appropriate for Use as Affordable Housing (Attachment #1).

Report and Discussion

Background:

Section 125.379, Florida Statutes, requires Florida counties to prepare an inventory, no less than every three years, of county-owned real property within its jurisdiction that is appropriate for use as affordable housing (“Affordable Housing Parcels”) and, following a public hearing, to adopt a Resolution (Attachment #1) that includes an inventory list of such properties (“Affordable Housing Inventory List”). The Board most recently adopted its inventory list of Affordable Housing Parcels with the adoption of Resolution R19-22 at a public hearing on July 9, 2019 (“2019 List”). At that time the Board added 28 parcels to the Affordable Housing Inventory List bringing the total number of parcels on the 2019 List to 70.

Analysis:

The Board’s Real Estate Policy adopts the Section 125.379 statutory requirement by directing the County’s Real Estate staff to present the list of the County’s Affordable Housing Parcels to the Board for review at a public hearing no less frequently than every three years. Upon the Board’s adoption of the Affordable Housing Inventory List, the Real Estate Policy provides a streamlined process for the sale of those parcels in accordance with the statutory guidelines. Of the 70 parcels included on the 2019 List, 41 of those remain on the proposed 2020 Affordable Housing Inventory List (“2020 List”). In addition, 19 new parcels are proposed to be added, bringing the total number of parcels on the proposed 2020 List to 60.

Without further Board action, the County Administrator may direct the Real Estate staff to proceed with the private sale or lease of any of the Affordable Housing Parcels, requiring no published notice calling for bid. The sale or lease is subject to the Real Estate Policy’s appraisal report requirements and the County Administrator’s scope of authority. In addition, pursuant to Section 125.379(2), such sale or lease is subject to the following limitations:

- The proceeds must be used to purchase real estate for the development of affordable housing or to increase the County’s fund earmarked for affordable housing;
- It may proceed with a restriction that requires the development of such affordable housing parcel as permanent affordable housing;
- It may proceed as a donation of such affordable housing parcel to a nonprofit housing organization for the construction of permanent affordable housing; or
- Alternatively, the affordable housing parcel may be made available by the County for use in the production and preservation of permanent affordable housing, including, but not limited to, the lease of such affordable housing parcel pursuant to any of the County’s affordable housing programs.

The Real Estate Policy further provides that the Housing Finance Authority of Leon County (HFA) has the right of first refusal to cooperate with the County in the sale or lease of the County’s Affordable Housing Parcels by contributing to the County’s costs associated with preparing the

parcels for sale or lease. In exchange, the net sale proceeds remaining after deducting the County's direct costs are paid to the HFA for affordable housing programs and services. Since the adoption of this policy in 2018, the sale of Affordable Housing Parcels has resulted in the payment of net proceeds to the HFA in the amount of \$331,379. The HFA has used the net proceeds to provide \$50,000 (FY20 & FY21) to the County's Emergency Repair Program, has funded various home rehabilitation projects as well as annual County events such as the Home Expo and Day of Service.

The County, in 2020, has also begun its partnership with Tallahassee Lenders' Consortium, Inc., which serves as the Community Land Trust organization ("CLT") pursuant to the Agreement approved by the Board in June 2020, with the mission to promote, develop, and preserve affordable housing in Leon County. As provided in the CLT agreement, the County has agreed to convey to the CLT a portion of the parcels from its Affordable Housing Inventory List for use by the CLT in its development of affordable housing. The County and the CLT have identified 9 such parcels in the proposed 2020 List which have been reserved for conveyance to the CLT in accordance with the CLT Agreement.

The 60 parcels proposed for the 2020 List have been split between the three exhibits attached to the Resolution, with accompanying maps showing the location of each parcel (Attachment #1). Exhibit "A" includes 33 parcels remaining from the 2019 List. Exhibit "B" includes the 9 parcels reserved for conveyance to the CLT, 8 of which remain from the 2019 List and one which is a new parcel proposed to be added to the 2020 List. Exhibit "C" includes the 18 additional new parcels proposed to be added to the 2020 List. Adding the three exhibits together brings the total number of parcels proposed for the 2020 List to 60.

The Board's adoption of the 2020 Affordable Housing Inventory List will help promote the County's affordable housing programs and continue to provide a streamlined process by which these Affordable Housing Parcels will make their way back to the market and on to the tax rolls. In addition, it will encourage the affordable housing programs of the HFA and the CLT by offering the opportunity to cooperate with the County in selling and leasing these affordable housing parcels.

The notice of this public hearing has been appropriately advertised, and a copy of the advertisement request for notice of publication is provided as Attachment #2.

Options:

1. Conduct the first and only public hearing and adopt the Resolution Adopting the Inventory List of County Property Appropriate for Use as Affordable Housing (Attachment #1).
2. Conduct the first and only public hearing and do not adopt the Resolution Adopting the Inventory List of County Property Appropriate for Use as Affordable Housing.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Resolution Adopting Inventory List of County Property Appropriate for Use as Affordable Housing
2. Notice of Public Hearing

RESOLUTION: 20 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA ADOPTING INVENTORY LIST OF COUNTY PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING PURSUANT TO FLA. STAT. §125.379

WHEREAS, pursuant to Section 125.379, Florida Statutes, the County must prepare an inventory list no less frequently than every three years of all its real property owned in fee simple that is appropriate for use as affordable housing, including the address and legal description of each such property and whether it is vacant or improved; and

WHEREAS, the Leon County Board of County Commissioners (the “Board”) must review such inventory list at a public hearing and may revise it at the conclusion of the public hearing; and

WHEREAS, the Board most recently held such a public hearing on July 9, 2019, after which it adopted Resolution R19-22 which attached a list of 70 properties deemed to be appropriate for use as affordable housing (“Affordable Housing Parcels”), many of which have since been disposed of by sale or donation to benefit the County’s affordable housing activities consistent with the statutory requirements and guidelines; and

WHEREAS, 33 of the Affordable Housing Parcels remaining from the July 2019 inventory list, along with location maps, are shown in Exhibit “A” attached hereto; and

WHEREAS, on June 11, 2020, the County entered into an agreement with Tallahassee Lenders’ Consortium, Inc. to serve as the Community Land Trust organization (“CLT”) to promote, develop, and preserve affordable housing in Leon County; and

WHEREAS, as provided in the CLT Agreement, the County has agreed to convey to the CLT a portion of its Affordable Housing Parcels for use by the CLT in its development of affordable housing; and

WHEREAS, the County and the CLT have identified 9 parcels in the County’s inventory which have been reserved for conveyance to the CLT in accordance with the CLT Agreement, a list of which, along with location maps, is shown in Exhibit “B” attached hereto; and

WHEREAS, since the adoption of Resolution R19-22, 18 additional properties have been added to the County's inventory and, upon review, have been determined to be Affordable Housing Parcels, a list of which, along with location maps, is shown in Exhibit "C" attached hereto; and

WHEREAS, the collective list of Affordable Housing Parcels has been prepared for presentation to the Board for its review at a public hearing at the regularly scheduled Board meeting on September 29, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 29th day of September, 2020, that, pursuant to Section 125.379, Florida Statutes, the Board having reviewed at a public hearing the inventory lists totaling 60 properties attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C" (collectively the "Affordable Housing Property List"), which includes all County properties owned in fee simple that have been reviewed and determined to be Affordable Housing Parcels, and the Board having considered any and all comments received from the public for such public hearing and having made such revisions as deemed appropriate, the Board hereby adopts the Affordable Housing Property List and hereby directs that the properties on such list be disposed of in accordance with Section 125.379, Florida Statutes.

Passed and adopted on this 29th day of September 2020.

LEON COUNTY, FLORIDA

By: _____
Bryan Desloge, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

By: _____

By: _____

Exhibit "A"

Current Affordable Housing Parcels Remaining from Approved List of July 2019 (R19-22)

Parcel	Location	Parcel ID	Legal Description	Building Use	Notes
1	1720 JOE LOUIS ST	212664 P0030	SPRING VALLEY LOT 3 BLOCK P DB 144/401	No Buildings	Approved by BoCC as suitable for AH 06-2018; 05/07/2019 Ketcham Realty has been engaged; Listing withdrawn; \$500 listing fee paid to Ketcham Realty; Parcel could provide access to a 5+ acre landlocked parcel for possible future development; 07/31/2019 TLC has an interest #11; 07/22/2020 Released from CLT Reserve List by TLC & HSCP
2	1738 HOLMES ST	410270 A0100	HUTCHINSON HTS LOT 10 BLOCK A DB 169/67 233/187 1939/2023W 96-632PR 2190/1927	No Buildings	Approved by BoCC as suitable for AH 06-2018; 05/07/2019 Ketcham Realty has been engaged; \$500 listing fee paid; Reapproved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #20; 07/22/2020 Released from CLT Reserve List by TLC & HSCP
3	1741 CLAY ST	2126200570000	26 1N 1W .15 A IN SW 1/4 OF NE 1/4 DB 131/511 96-212PR 1889/1424W OR 1889/1429 1893/1283 1897/465	No Buildings	Approved by BoCC as suitable for AH 06-2018; 05/07/2019 Ketcham Realty has been engaged; \$500 listing fee paid to Ketcham Realty; Reapproved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #9; 07/22/2020 Released from CLT Reserve List by TLC & HSCP
4	1711 HAZELWOOD RD	4124550001680	OAK CREST LOTS 168 & 169 DB 128/8	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
5	1713 Red Arrow Rd	3107203070000	7 1S 1E .114 A IN SE 1/4 OF NW 1/4 OR 1380/302	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
6	1715 MOSS COVE LN	4124550000200	OAK CREST LOTS 20 & 21 OR 880/64	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
7	1716 OAK CREST BLVD	4124550000540	OAK CREST LOTS 54 55 DB 72/205	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
8	1717 HAZELWOOD RD	4124550001310	OAK CREST LOT 131 132 DB 105/234	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
9	1719 209 OAK CREST BLVD	4124550000640	OAK CREST LOT 64 DB 123/47 OR 655/123	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
10	1753 Lester Hackley Rd	1116200930000	16 1N 1E 1.00 A IN NW 1/4 OF NE 1/4 DB 252/146 OR 44/541 1577/40 OR 1634/1768	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
11	1754 OAK CREST BLVD	4124550000750	OAK CREST LOT 75 DB 118/111 207/351 PR# 4476 OR 2709/975 PR# 76-172 PR# 6675 PR# 89-105 (WILL) OPR 191/404 PR# 77-46	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07/2019
12	1755 HAZELWOOD RD	4124550001440	OAK CREST LOT 144 DB 207/351	No Buildings	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07/2019
13	1756 OAK CREST BLVD	4124550000760	OAK CREST LOT 76 DB 207/351 1412/1059	No Buildings	Approved by BoCC as suitable for AH 06-2018; for AH by BoCC 07/2019
14	1751 836 OSCEOLA ST	410127 J0071	BOND SOUTH E 1/2 OF LOTS 7 & 8 OR 938/423 1476/1502	BLOCK J No Buildings	Approved by BoCC as suitable for AH 06-2018; 02/12/2019 Ketcham Realty has been engaged; \$500 listing fee paid; 06/28/2019 list price lowered to \$5,000; Reapproved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #17; 07/22/2020 Released from CLT Reserve List by TLC & HSCP

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Parcel	Location	Parcel ID	Legal Description	Building Use	Notes
15	1749 Orange Ave W	411155 E0020	LIBERTY PARK LOT 2 BLOCK E OR 1684/341	No Buildings	Approved by BoCC as suitable for AH 06-2018; Approved by BoCC as suitable for AH 06-2018; 02/12/2019 Ketcham Realty has been engaged; \$500 listing fee paid to Ketcham Realty; 06/28/2019 list price lowered to \$5,000; Reapproved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #19; 07/22/2020 Released from CLT Reserve List by TLC & HSCP
16	1722 851 FOOTMAN LN	1225204150000	25 1N 2E 3.01 A IN E 1/2 OF E 1/2 OF SE 1/4 OR 962/2081 1969/1675	Mobile Home	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
17	1726 9740 HERON ST	4615140000140	SPRING DRIVE ESTATES UNRECORDED LOT 14 OR 1394/516 1788/1899 2206/864 OR 2220/1662	Mobile Home	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
18	1727 767 Goshawk Way	4124206050000	24 1S 1W .55 A IN SE 1/4 OF SW 1/4 OR 507/242	Mobile Home	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
19	1731 4704 ORCHID DR	412330 F0110	CAPITAL CITY ESTATE UNIT 3 LOTS 11 & 12 BLOCK F OR 1810/855	Residential	Approved by BoCC as suitable for AH 06-2018; Reapproved for AH by BoCC 07-2019
20	1814 CLAY ST	2126200530000	26 1N 1W .15 A IN SW 1/4 OF NE 1/4 DB 34/145	No Buildings	02/24/2018 Parcel escheated to the County, Tax Deed BK 5164 PG 980; Approved for AH by BoCC 07/2019
21	1820 818 FLORAL ST	4101750220011	VILLA MITCHELL .13 A W 1/2 OF LOT 1 BLOCK 22 OR 1186/1348 1350 1684/147	No Buildings	Escheated to County due to delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2; Approved for AH by BoCC 07/2019
22	1821 WAKULLA ST	410127 U0070	BOND SOUTH LOT 7 BLOCK U DB 56/412	No Buildings	Escheated to County due to delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2;
23	1826 9523 LANCE RD	331740 E0120	FOREST GROVE LOT 12 BLOCK E OR 1311/103 1548/2111 1605/690 OR 2370/2390	No Buildings	Escheated to County due to delinquent Taxes; 0700 - MISCELLANEOUS RESIDENTIAL; Zoned RP - Residential Preservation; contains no Structures; Approved for AH by BoCC 07/2019
24	1834 1832 T AND T RD	3317200370000	17 2S 1E .22 A IN NE 1/4 DB 125/411 1460/632 2124/1817 OR 2138/1248	No Buildings	Escheated due to delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R - Rural; No Structure; Zoned R - Rural; No Structure; Approved for AH by BoCC 07/2019
25	1835 8812 DIVINE WAY	1608202040000	8 2N 3E .51 A IN NW 1/4 OF NW 1/4 OR 949/990 969/149 1178/2359 OR 1420/348 1423/543	No Buildings	Escheated due to delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R - Rural; No Structure; Approved for AH by BoCC 07/2019
26	1839 2142 NATURAL WELLS DR	332103 B0020	NATURAL WELLS UNIT 2 LOT 2 BLOCK B OR 1172/143 1196/1326 1937/1525	No Buildings	Escheated due to delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP - Residential Preservation; No Structure; Approved for AH by BoCC 07/2019
27	1840 3085 ADKINS FOREST LN	310328 A0020	BRIARWOOD EAST LOT 2 BLOCK A AKA LOT 13 OR 1351/1952 1694/1356 1915/1791	No Buildings	Escheated due to delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5 - Manufactured Home and Single Family Residential; No Structure; Approved for AH by BoCC 07/2019

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Parcel	Location	Parcel ID	Legal Description	Building Use	Notes
28	1842 HOLLYBROOK TRL	1407202430000	7 2N 1E .17 A IN E 1/2 OF W 1/2 OR 1792/1527 PR 93-180	No Buildings	Escheated due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned UF - Urban Fringe; No Structure; Parcel has a deeded access to Bannerman Rd; Approved for AH by BoCC 07/2019
29	1810 6992 CRYSTAL BROOK CT	243025 H0110	BOX WOOD ESTATES 19 29 & 30 2N 1W LOT 11 BLOCK H OR 1523/1264	Residential	02/24/2018 Parcel escheated to the County, Tax Deed BK 5164 PG 993; Approved for AH by BoCC 07/2019
30	1824 7433 BOOKOUT CV	2235202100000	35 1N 2W .39 A IN SW 1/4 OF NW 1/4 OR 116/483 158/464 177/636 246/287 306/118 OR 340/358 340/361 355/107 482/464 OR 764/186 2261/1782 DB 218/525	Residential	Escheated to County due too delinquent Taxes; 0100 - SINGLE FAMILY RESIDENTIAL; Zoned UF - Urban Fringe: contains 1 Single Family Residence, 1,110 base SF + 220 aux SF = 1,330 Total SF; Approved for AH by BoCC 07/2019
31	1827 3515 SUNKISSED RD	411480 B0030	SUNSHINE MOBILE HOME NEIGHBORHOOD LOT 3 BLOCK B OR 1415/1491 1653/543	Mobile Home	Escheated to County due too del Taxes; 0200 - MOBILE HOMES; Zoned MH - Mobile Home Park: contains 1 Mobile Home, 528 base sf + 0 Aux SF = 528 Total SF; Approved for AH by BoCC 07/2019; Under Contract to have structure removed
32	1836 1418 SEVILLE ST	4123140000140	SCENIC MEADOWS UNREC LOT 14 OR 1480/172 1534/734 1779/963 965	Mobile Home	Escheated due too delinquent Taxes; 0200 - MOBILE HOMES; Zoned RP - Residential Preservation; 1 MH - Mobile Home with a residential use, containing base square footage of 1,064 plus 0 auxiliary square feet totaling 1,064 square feet; Approved for AH by BoCC 07/2019
33	1845 1088 MCCULLOUGH DR	4126130000230	SOUTHWOOD UNREC 26 & 35 1S 1W 1.18 A LOT 23 OR 1089/2055 2234/793	Mobile Home	Escheated to County due to del Taxes - Use; 0200 - MOBILE HOMES Zoned; RP - Residential Preservation 1 Structure, residential Mobile Home, Base SF: 1,248, Auxiliary SF: 0, Total SF: 1,248; Approved for AH by BoCC 07/2019

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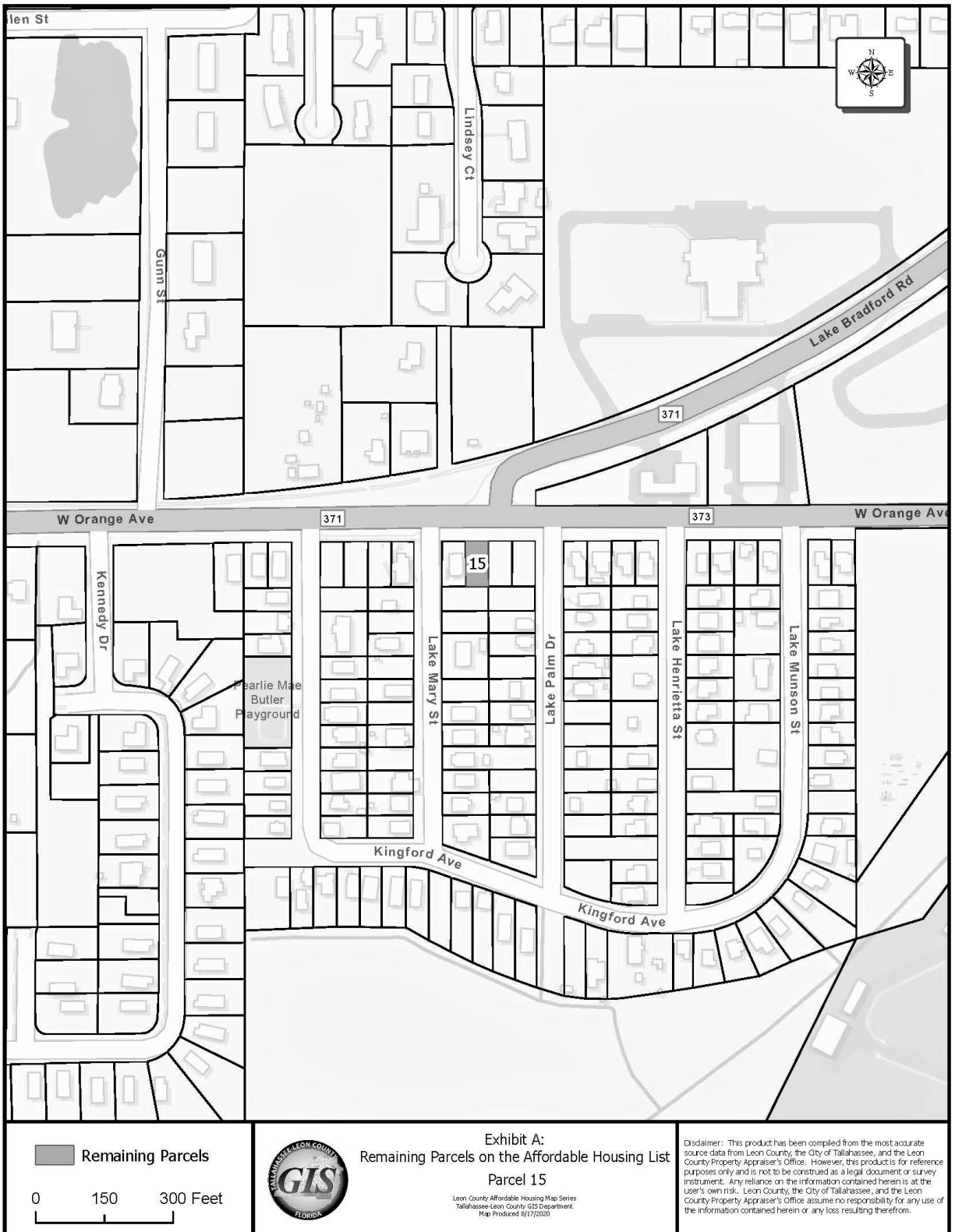


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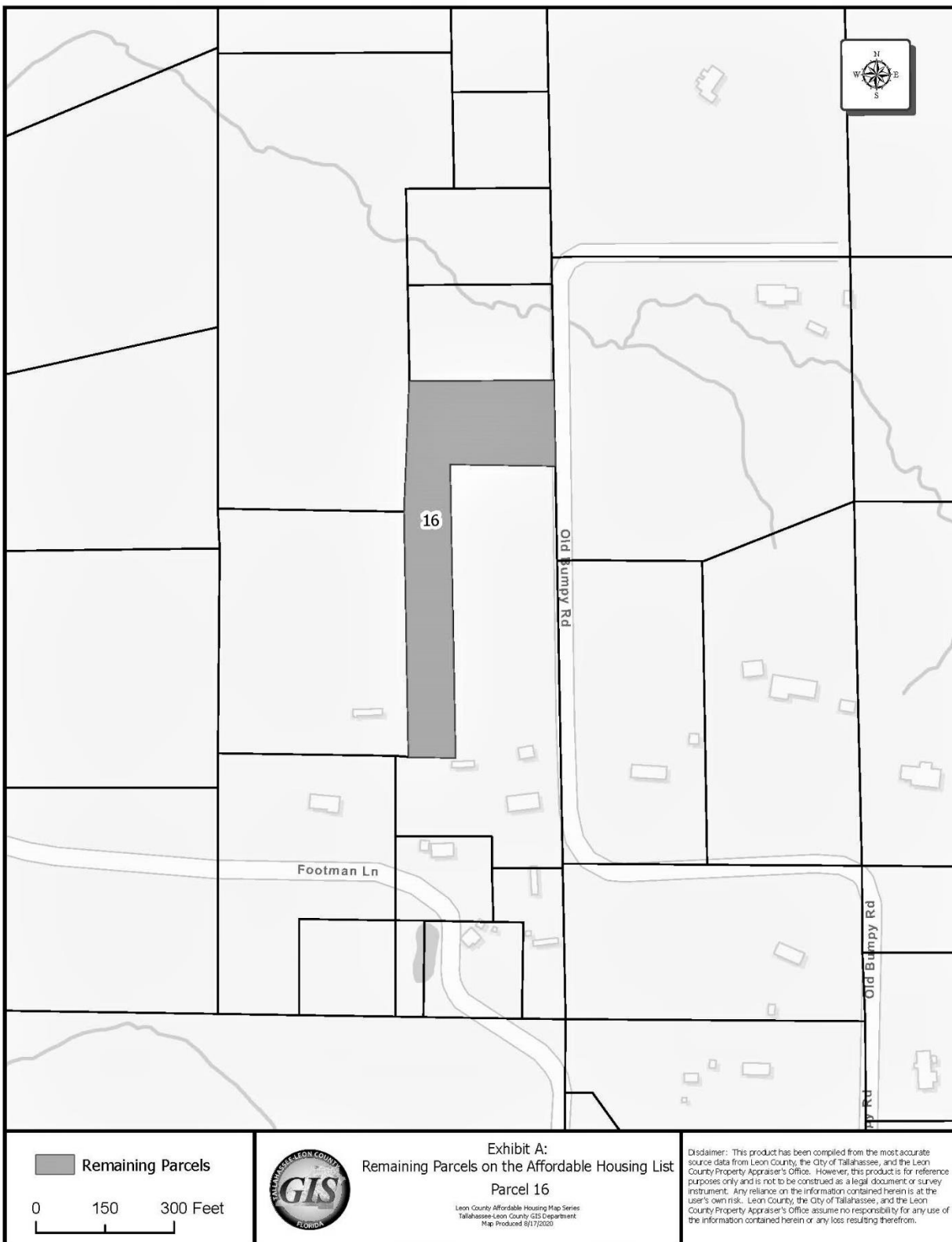


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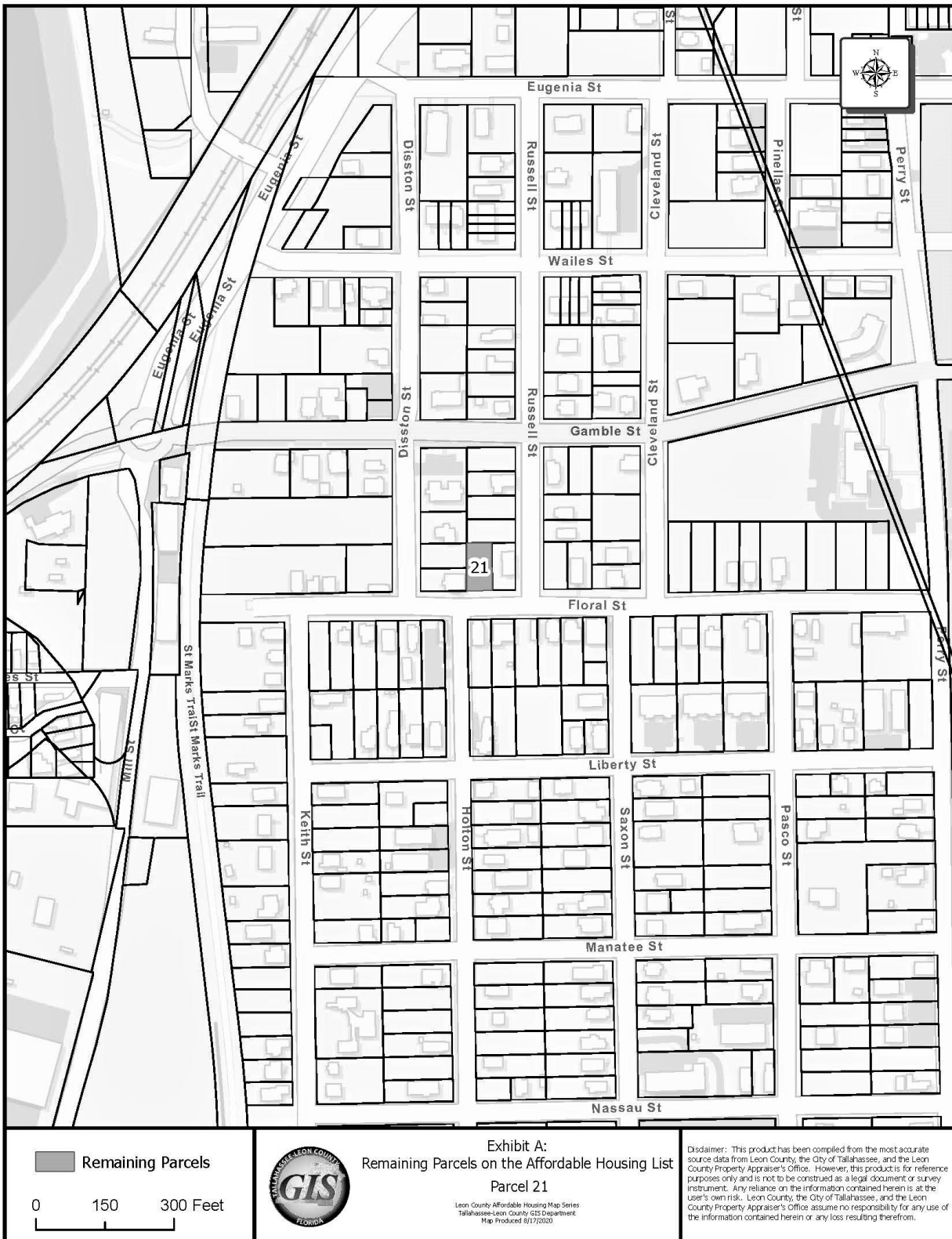


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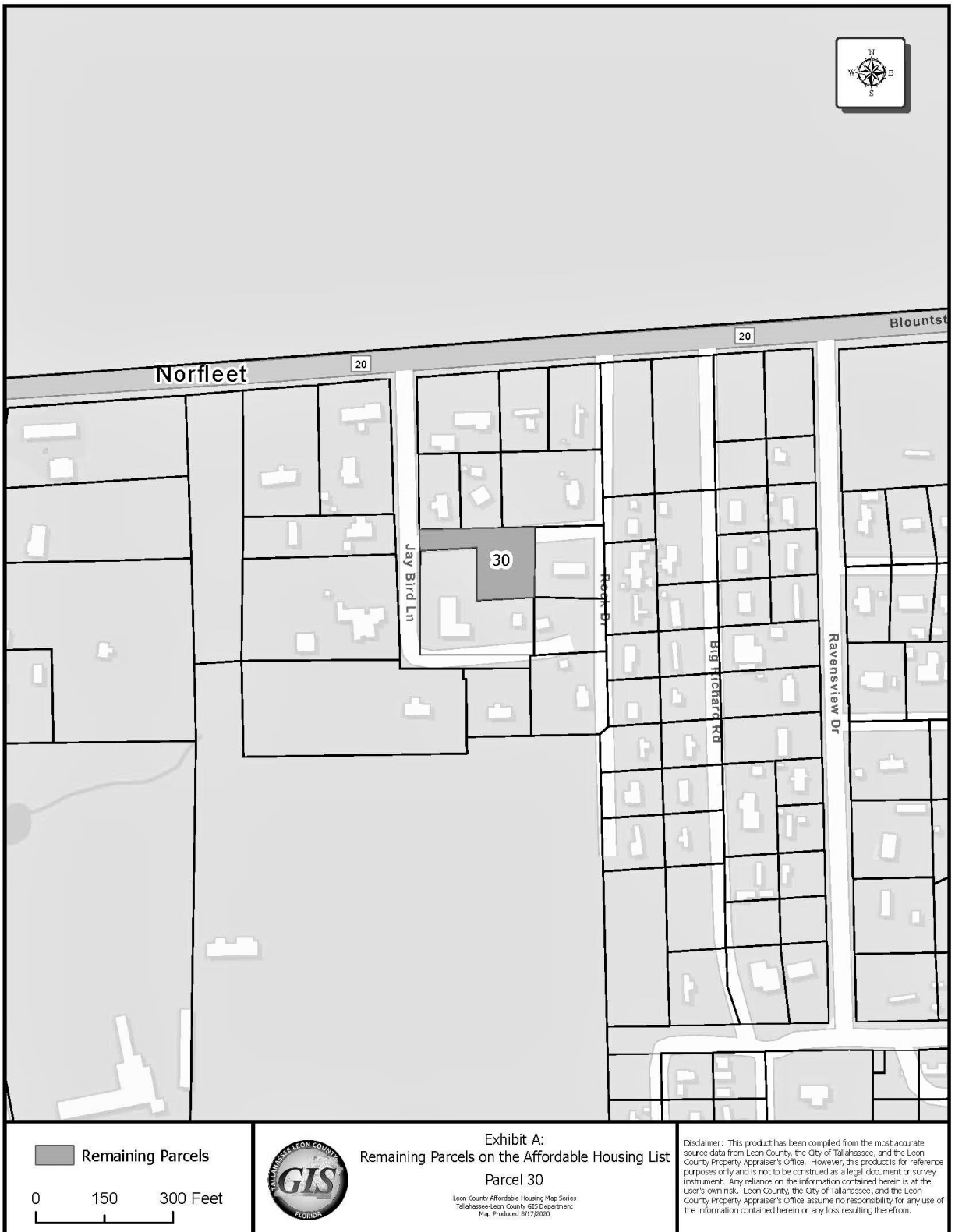


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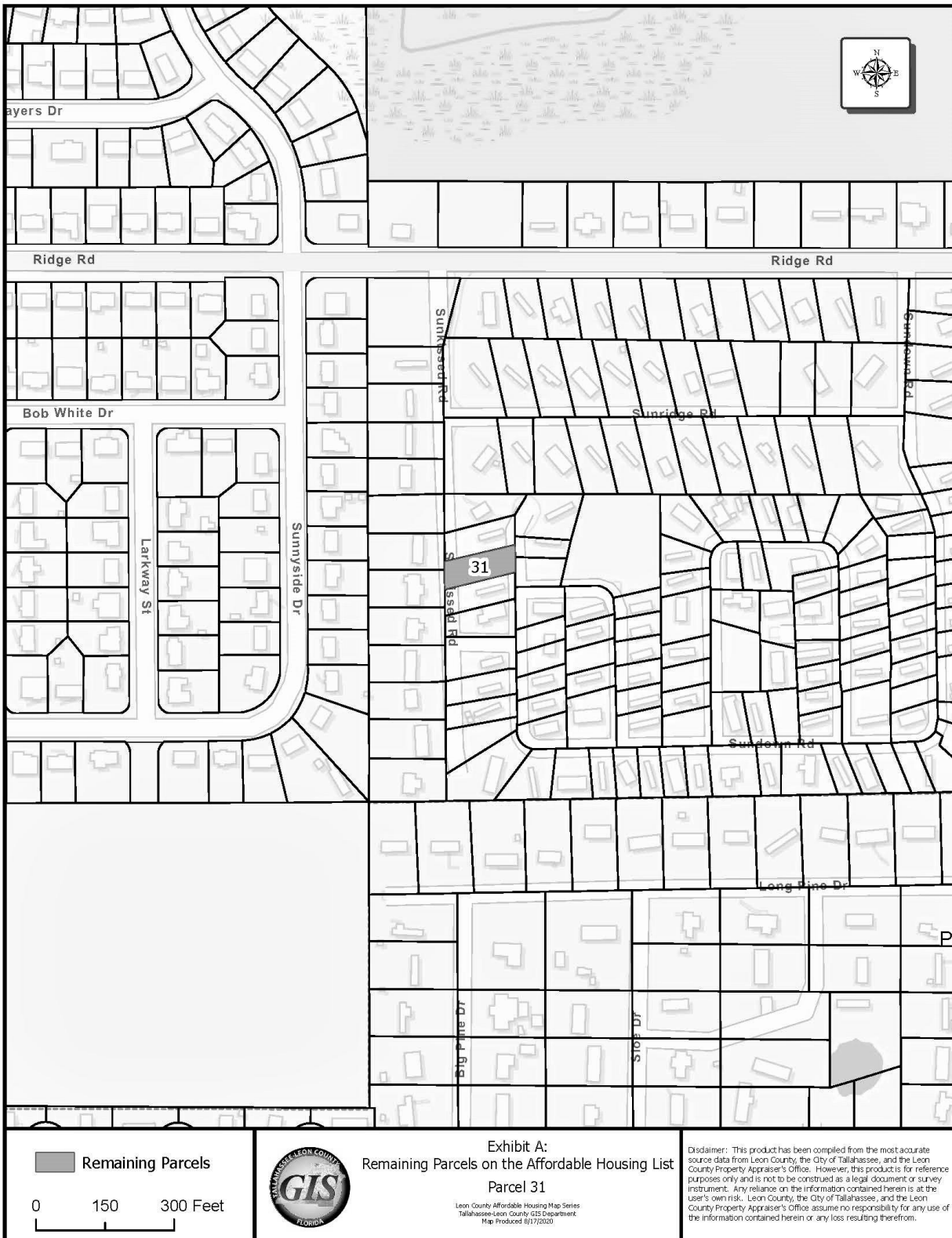


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Current Affordable Housing Parcels Remaining from Approved List of July 2019 (R19-22)
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Exhibit "B"

Parcels to be Included in Affordable Housing List But Reserved for Community Land Trust (CLT)

Parcel	Location	Parcel ID	Legal Description	Building Use	Notes
1	1733 407 SHORELINE DR	311880 H0120	LAKEWOOD UNIT 5 LOT 12 BLOCK HOR 938/1561 2001/1294 2358/508	No Buildings	Approved by BoCC as suitable for AH 06-2018; 05/07/2019 Ketcham Realty has been engaged; \$500 listing fee paid to Ketcham Realty; 06/28/2019 list price increased to \$12,000; Reapproved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #14; 07/22/2020 TLC & HSCP reprioritize this parcel to #3 on their list and will be transferred to CLT
2	1743 Calloway St	212664 L0080	SPRING VALLEY LOT 8 BLOCK L OR 536/158 1365/1571 1369/861	No Buildings	Approved by BoCC as suitable for AH 06-2018; /07/2019 Ketcham Realty has been engaged; \$500 listing fee paid to Ketcham Realty; Reapproved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #2; 07/22/2020 YLV & HSCP classed in CLT Phase II and reprioritized to #6
3	1745 IDAHO ST	2126202140000	26 1N 1W .14 A IN SE 1/4 OF NW 1/4 OR 254/605 1102/1748	No Buildings	Approved by BoCC as suitable for AH 06-2018; 05/07/2019 Ketcham Realty has been engaged; \$500 listing fee paid to Ketcham Realty; 06/28/2019 list price lowered to \$5,000; Reapproved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #4; 07/22/2020 TLC & HSCP classed in CLT Phase II and reprioritized to #7
4	1803 317 RIDGE RD	411352 B0010	FOUR POINTS ADD LOT 1 BLOCK B DB 226/435 232/211 OR 2022/1755	Residential	Legal Notice posted 04/05 & 12/2019; Approved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #13; 07/22/2020 TLC & HSCP reprioritize this parcel to #2 on their list and will be transferred to CLT
5	1806 IDAHO ST	2126202120000	26 1N 1W .12 A IN SE 1/4 OF NW 1/4 DB 51/447 OR 228/259	No Buildings	Legal Notice posted 04/05 & 12/2019; Approved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #5; 07/22/2020 TLC & HSCP classed in CLT Phase II and reprioritized to #8
6	1819 IDAHO ST	2126202130000	26 1N 1W .13 A IN SE 1/4 OF NW 1/4 DB 51/502	No Buildings	Legal Notice posted 04/05 & 12/2019; Approved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #6; 07/22/2020 TLC & HSCP classed in CLT Phase II and reprioritized to #9
7	1830 919 GRIFFIN ST	212635 A0270	GRIFFIN COLLEGE HTS LOTS 27 28 2 BLOCK A DB 244/285	No Buildings	Legal Notice posted 04/05 & 12/2019; Approved for AH by BoCC 07/2019; 07/31/2019 TLC has an interest #1; 07/22/2020 TLC & HSCP reprioritize this parcel to #4 on their list and will be transferred to CLT
8	1851 2399 EDDIE RD	111680 E0080	TALLAHASSEE HIGHLANDS LOT 8 BLOCK E OR 911/2155 927/2060 OR 994/2366 2373	Residential	Legal Notice posted 04/05 & 12/2019; offer from Hilltop Construction for \$3,500 accepted 6/14/2019; Contract signed 06/26/2019; Contract has fallen through Parcel now available; 06/25/2020 TLC has added parcel to its Reserve list; 07/22/2020 TLC & HSCP reprioritize this parcel to #1 on their list and will be transferred to CLT
9	1904 KITT ST	2126206320000	26 1N 1W .13 A IN NE 1/4 OF NW 1/4 OF SW 1/4 OR 232/207 (IN BLOCK B OF THOMAS SUB)	No Buildings	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020; 07/22/2020 TLC & HSCP classed as Phase II Priority #5

Exhibit "B"
Parcels to be Included in Affordable Housing List
But Reserved for Community Land Trust
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But Reserved for Community Land Trust
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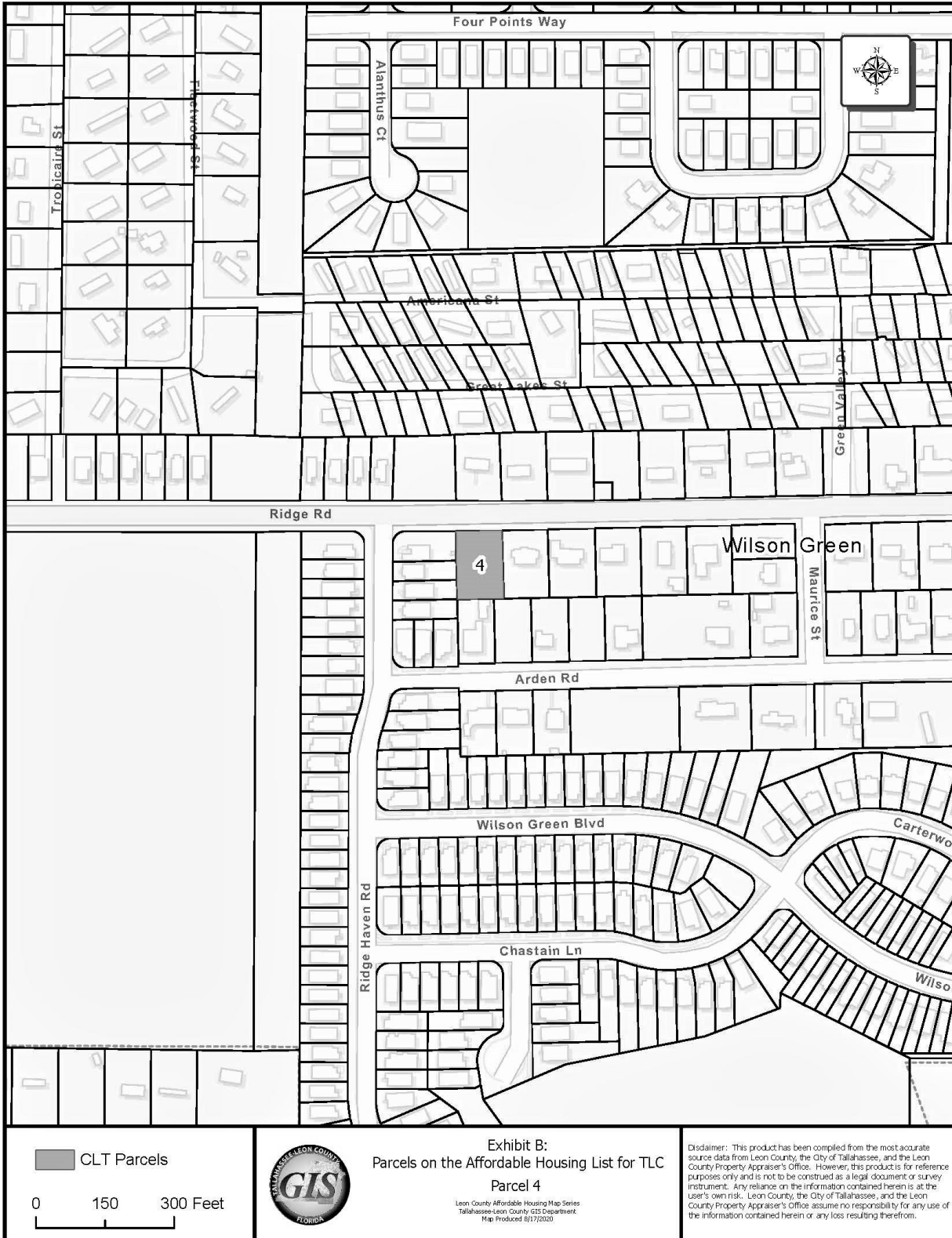


Exhibit "B"
Parcels to be Included in Affordable Housing List
But Reserved for Community Land Trust
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Exhibit "B"
Parcels to be Included in Affordable Housing List
But Reserved for Community Land Trust
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Exhibit "C"

Additional Parcels to be Added to Affordable Housing List on September 29, 2020

Parcel	Location	Parcel ID	Legal Description	Building Use	Notes
1	1901 ROBINSON OAK DR	2117206060000	17 1N 1W .50 A IN NE 1/4 OF SW 1/4 OR 1144/157	No Buildings	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020
2	1903 1331 CLAY ST	2126200870000	26 1N 1W .12 A IN SW 1/4 OF NW 1/4 OR 621/482	No Buildings	Escheated 01/2019; 07/31/2019 TLC has an interest #10; Advertised for Bid April 3 & 10, 2020; 07/31/2019 TLC has an interest #10; 07/22/2020 Released from CLT Reserve List by TLC & HSCP
3	1907 HERNANDO DR	410255 A0180	ELBERTA EMPIRE LOTS 18 OR 1082/1744	BLOCK A No Buildings	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020
4	1908 McCaskill Ave	4102350780000	BLOXHAM HEIGHTS RESUB LOT 7-B OR 153/339 1373/1668 1548/411	No Buildings	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020
5	1909 2721 LAKE HENRIETTA ST	411155 C0220	LIBERTY PARK LOT 22 209/154 2105/1349 2335/1565	BLOCK C DB No Buildings	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020
6	1910 210 OAK CREST BLVD	4124550000950	OAK CREST LOTS 95 & 96 DB 266/449	No Buildings	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020
7	1915 3528 SUNDOWN RD	411480 B0260	SUNSHINE MOBILE HOME NEIGHBORHOOD LOT 26 BLOCK B OR 1252/185 1625/673 1756/1473 OR 1756/1475	No Buildings	Escheated 03/2019; Going to BoCC for AH designation on 09/15/2020
8	1916 460 OFFICE PLAZA DR	113168 A0190	MAGNOLIA OFFICE CENTER LOT 19 (LESS N 20 FT) BLOCK A OR 974/305 1140/1170	No Buildings	Escheated 04/2019; TLC reserve list #19; Going to BoCC for AH designation on 09/15/2020; 06/25/2020 added to the TLC reserve list #19; 07/22/2020 Released from CLT Reserve List by TLC & HSCP
9	1919 VOLUSIA ST	2126200990000	26 1N 1W .56 A IN SW 1/4 OF NE 1/4 OR 446/205 950/48	No Buildings	Escheated 01/2019; 07/31/2019 TLC has an interest #12; Advertised for Sale 04/2020; 07/31/2019 TLC has an interest #12; 07/22/2020 Released from CLT Reserve List by TLC & HSCP
10	1920 BRIGHT MEADOW LN	1617206200000	17 2N 3E 1 A IN SW 1/4 OF NW 1/4 OF SW 1/4 DB 15/335	No Buildings	Acquired 10/19/2019 by Escheatment Tax Deed due to delinquent taxes related to Tax Cert 1654 of 2014
11	1922 COUNTRY CLUB DR	3107202280000	7 1S 1E .36 A IN E 1/2 OF NW 1/4 OR 952/433 980/133	No Buildings	Acquired 10/19/2019 by Escheatment Tax Deed due to delinquent taxes related to Tax Cert 4360 of 2014
12	1923 EDENHALL CIR	1605510080080	COLLINS SUB LOT 8 BLOCK 8 OR 467/4	No Buildings	Acquired 10/19/2019 by Escheatment Tax Deed due to delinquent taxes related to Tax Cert 1611 of 2014
13	1924 MEXICO LN	3107202110000	7 1S 1E .18 A IN SE 1/4 OF NE 1/4 OF NW 1/4 OR 485/744	No Buildings	Acquired 10/19/2019 by Escheatment Tax Deed due to delinquent taxes related to Tax Cert 4356 of 2014
14	1925 MEXICO LN	3107202120000	7 1S 1E .36 A IN SE 1/4 OF NE 1/4 OF NW 1/4 OR 44/491 493	No Buildings	Acquired 10/19/2019 by Escheatment Tax Deed due to delinquent taxes related to Tax Cert 4357 of 2014

Exhibit "C"
Additional Parcels to be Added to Affordable Housing List
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Parcel	Location	Parcel ID	Legal Description	Building Use	Notes
15	1926 MOCCASIN GAP RD	1605510070020	COLLINS SUB LOT 2 LESS R/W BLOCK 7 DB 105/223	No Buildings	Acquired 10/19/2019 by Escheatment Tax Deed due to delinquent taxes related to Tax Cert 1609 of 2014t; 06/25/2020 TLC has reserved this parcel for its list #20; 07/22/2020 Released from CLT Reserve List by TLC & HSCP
16	1906 4321 CONIFER ST	213215 C0030	TANGLEWOOD ESTATES UNREC LOT 3 BLOCK C OR 1249/1321 2161/1260 R/S OR 2189/2371	Mobile Home	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020
17	1912 1117 VOLUSIA ST	212645 B0180	LINCOLN HEIGHTS LOT 18 BLOCK B OR 635/68	Residential	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020
18	1913 7567 MAIGE LN	223519 A0090	WINDY HILL ESTATES UNREC 35 1N 2W .40 A LOT 9 BLOCK A OR 1808/200 2092/1119 2164/618 620	Mobile Home	Escheated 01/2019; Advertised for Bid April 3 & 10, 2020; Going to BoCC for AH designation on 09/15/2020

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Additional Parcels to be Added to Affordable Housing List
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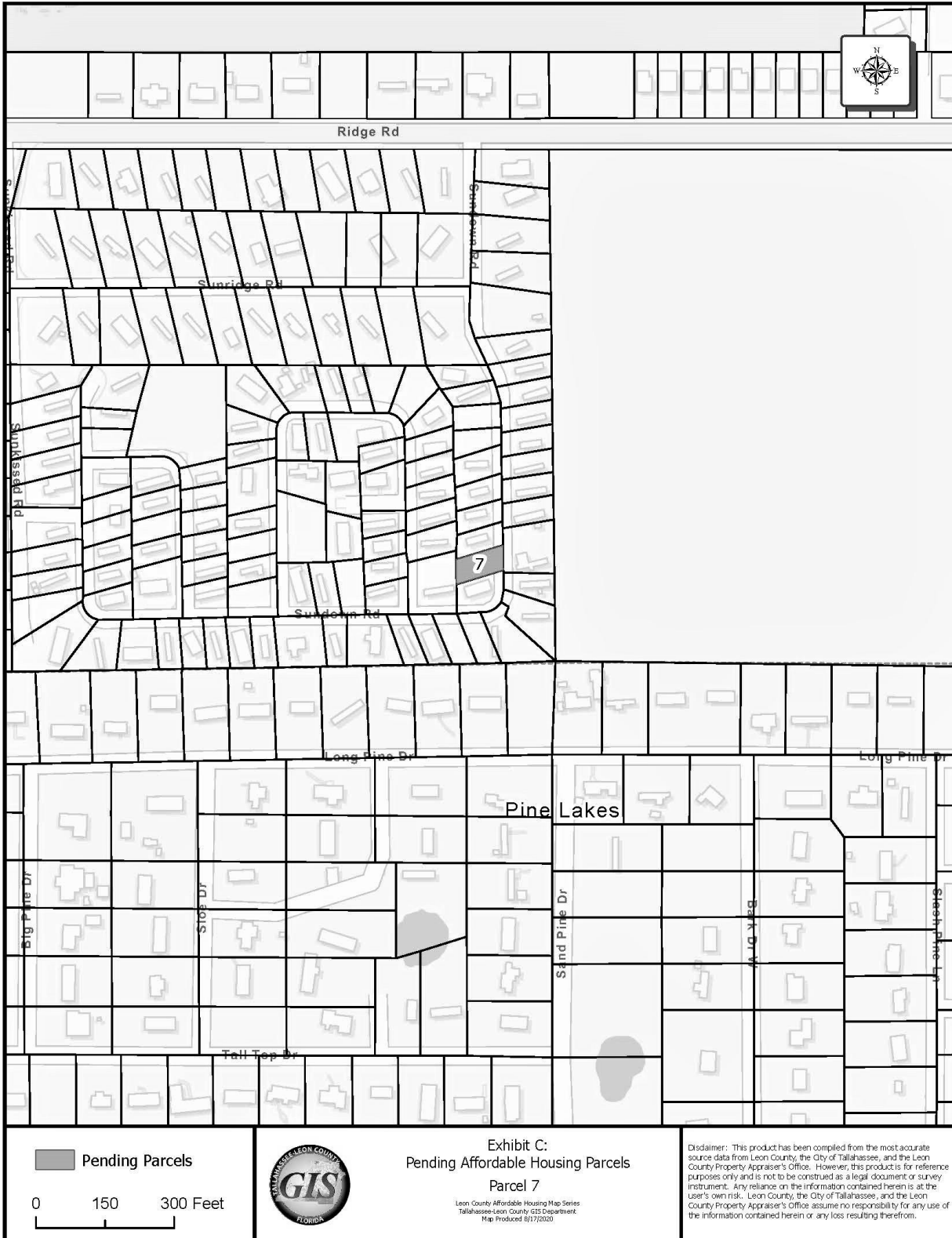


Exhibit "C"
Additional Parcels to be Added to Affordable Housing List
on September 29, 2020
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Exhibit "C"
Additional Parcels to be Added to Affordable Housing List
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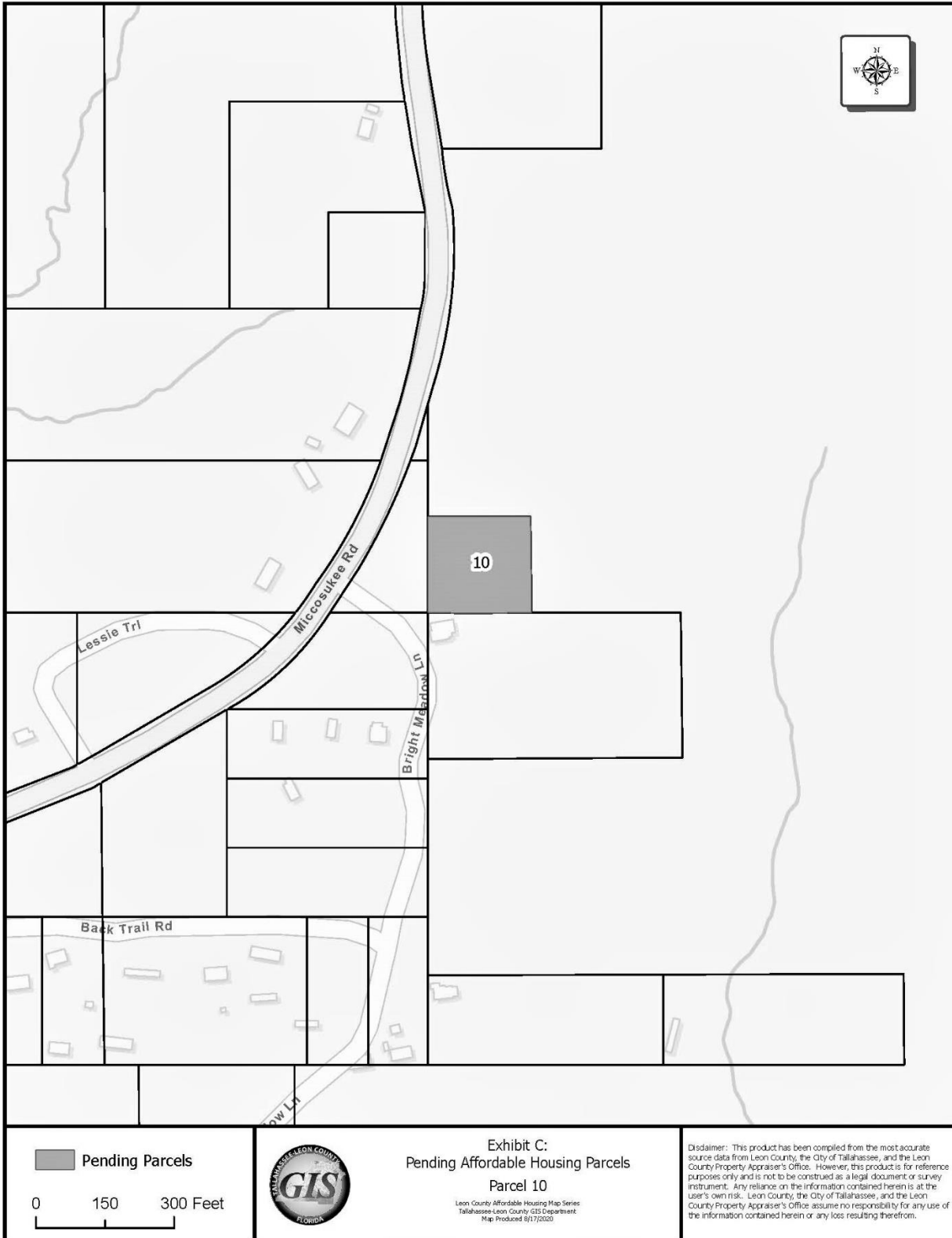


Exhibit "C"
Additional Parcels to be Added to Affordable Housing List
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Exhibit "C"
Additional Parcels to be Added to Affordable Housing List
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Exhibit "C"
Additional Parcels to be Added to Affordable Housing List
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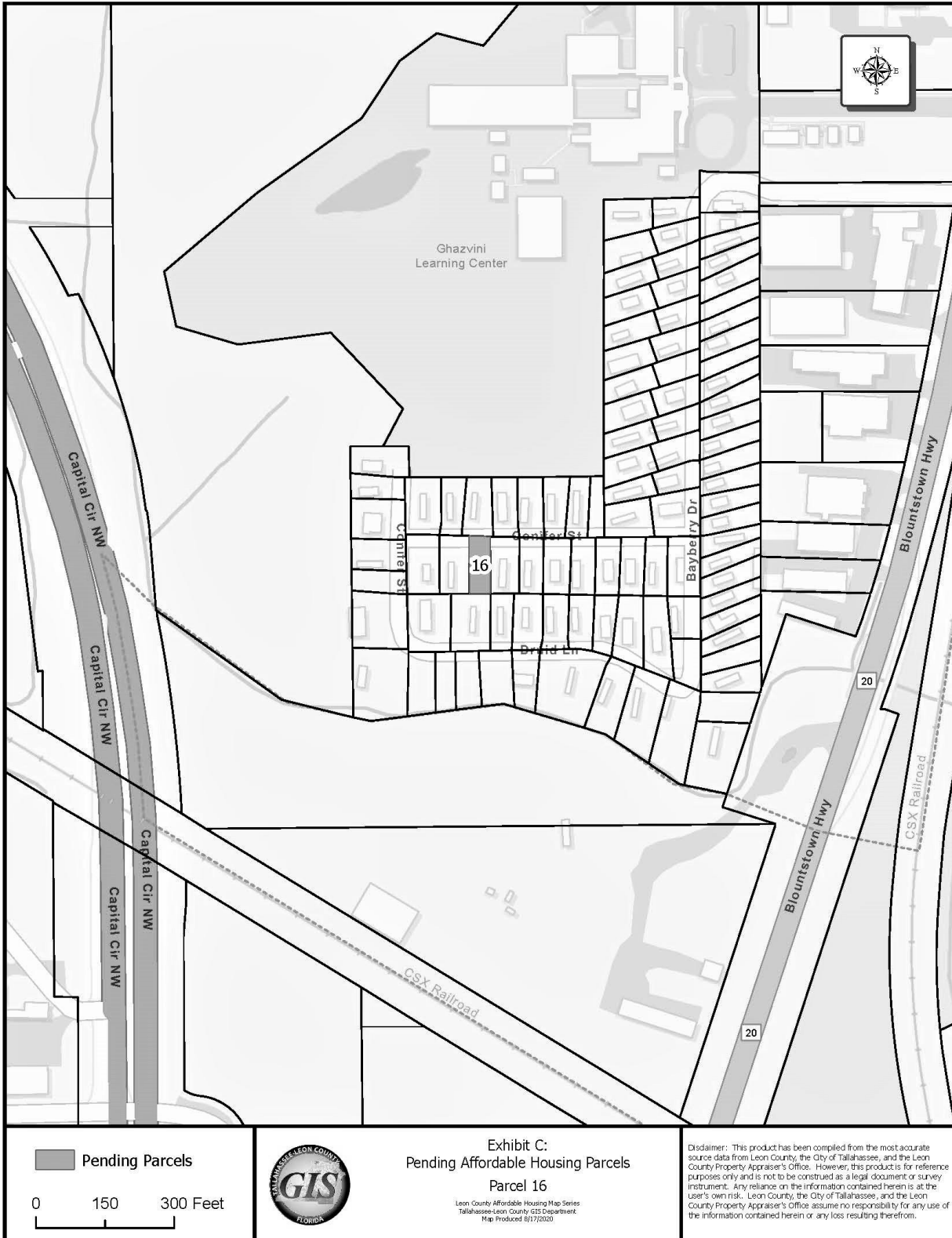


Exhibit "C"
Additional Parcels to be Added to Affordable Housing List
on September 29, 2020
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NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “Board”) will conduct a virtual only public hearing on Tuesday, September 29, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor’s Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider the adoption of a resolution, in accordance with Section 125.379, Florida Statutes, that approves an inventory list of County-owned properties which are appropriate for use as affordable housing.

Leon County will be broadcasting the virtual only public hearing on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County’s Facebook page (<https://www.facebook.com/LeonCountyFL/>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and web site (www.LeonCountyFL.gov).

All interested parties are invited to submit written public comments until 8:00 p.m. on Monday, September 28, 2020, by visiting <https://leoncountyfl.gov/PublicComments>. All submitted written comments will be distributed to the Board prior to the public hearing and made a part of the record. Written comments received by the public will be posted on the County’s website (www.LeonCountyFL.gov) in advance of the hearing. Persons needing assistance with submitting comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov.

Written public comments received after the 8:00 p.m., Monday, September 28, 2020, deadline will be made available to the Board and entered into the record during the hearing, although the County cannot guarantee that Commissioners will have adequate time to review such comments prior to the hearing or that the comments will be posted on the County website prior to the hearing.

Interested parties may also provide real-time public comments during the virtual public hearing. Interested parties wishing to provide real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, September 28, 2020. Following submittal of the registration form, further instructions for participating in the virtual meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled “Addressing the Commission”, and Article IX., Section F., entitled “Decorum”, shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the resolution may be inspected on the County’s web site (www.LeonCountyFL.gov). To receive copies of the resolution by other means, such as email, mail, or facsimile transmittal, contact County Administration via telephone at 850-606-5300.

Publication date: September 22, 2020

**Leon County
Board of County Commissioners**

Notes for Agenda Item #23


Leon County Board of County Commissioners

Agenda Item #23

September 29, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: First and Only Public Hearing to Consider Adopting an Ordinance Amending Section 8-156 of the Code of Laws of Leon County Relating to the Affordable Housing Advisory Committee

Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
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:	Kyle L. Kemper, Assistant County Attorney Matthew Wyman, Housing Services Manager

Statement of Issue:

This item requests the Board conduct the first and only public hearing to consider an Ordinance and enabling Resolution adding a County Commissioner to the Affordable Housing Advisory Committee ("AHAC"), as required by newly adopted state legislation and approval of the associated revisions to Board policy. This item also seeks the full Board appointment of one Commissioner to serve on the AHAC.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendations:

See next page.

Title: First and Only Public Hearing to Consider Adopting an Ordinance Amending Section 8-156 of the Code of Laws of Leon County Relating to the Affordable Housing Advisory Committee

September 29, 2020

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Staff Recommendations:

- Option #1: Conduct the first and only public hearing and adopt an Ordinance amending Section 8-156 of the Code of Laws of Leon County relating to the Affordable Housing Advisory Committee (Attachment #1).
- Option #2: Adopt the amended and restated Affordable Housing Advisory Committee Resolution (Attachment #2).
- Option #3: Approve the associated revisions to Board Policy No. 11-2 “Commissioner Membership on Boards, Committees, Councils, and Authorities” (Attachment #3).
- Option #4: Full Board to appoint one Commissioner to serve on the Affordable Housing Advisory Committee for a term ending December 31, 2022.

Report and Discussion

Background:

At the July 14, 2020 meeting, the Board approved the scheduling of the first and only public hearing to consider adopting the proposed Ordinance (Attachment #1) to amend section 8-156 of the Code of Laws of Leon County, relating to membership on the Affordable Housing Advisory Committee (AHAC). This item requests the Board to conduct the public hearing and adopt the proposed Ordinance, and also approve the revisions to the associated AHAC amended and restated Resolution (Attachment #2) and Board Policy No. 11-2 (Attachment #3). Additionally, this item requests the Board appoint one Commissioner to serve on the AHAC.

The State Housing Initiatives Partnership (SHIP) is the primary funding source of the County's Housing Services programs. The SHIP Program provides funding to the County to support the preservation and growth of the affordable housing stock as established in the locally adopted Local Housing Assistance Plans (LHAP). Section 420.9076, Florida Statutes, requires each jurisdiction that receives funding through the State Housing Initiatives Partnership (SHIP) to appoint an AHAC.

The AHAC periodically reviews County policies and procedures, ordinances, land development regulations and the comprehensive plan to provide recommended specific actions or initiatives to encourage or facilitate affordable housing. Following the review, the AHAC must submit a report of their recommendations to the Board that address the 11 affordable housing incentives established in Statutes as well as proposed changes to the County policies, procedures, regulations, ordinances or plan revisions.

During the 2020 Legislative Session, the Florida Legislature adopted House Bill 1339 (Bill), which was approved by the Governor on June 9, 2020, to amend section 420.9076, Florida Statutes, relating to the AHAC. Section 420.9076, Florida Statutes, as amended, requires the addition of one County Commissioner to the AHAC by October 1, 2020. Accordingly, the proposed Ordinance, amended and restated Resolution, and associated revisions to Board Policy No. 11-2 will conform to this new requirement.

Analysis:

A summary of the effect of HB 1339 (Bill) on the AHAC is as follows:

- Provides for the inclusion of one locally elected official (Commissioner) to the AHAC.
- Establishes mandatory biannual regional workshops on affordable housing best practices for locally elected officials (Commissioner) serving on the AHAC.
- Requires the AHAC to provide an annual, rather than triennial, report to the Board and to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program.

The Bill amends section 420.9076, F.S., to modify requirements of SHIP affordable housing advisory committees. The new provisions include ensuring that one locally elected official from each participating SHIP county serves on the advisory committee. This official, or a locally elected designee, must attend biannual workshops on affordable housing best practices. If a locally elected official fails to attend three consecutive regional workshops, Florida Housing may withhold the participating SHIP entity's funds pending the official's attendance at the next regularly scheduled biannual meeting.

The Bill also amends section 420.531, F.S., to establish biannual regional workshops for locally elected officials serving on affordable housing advisory committees as provided for State Housing Initiatives Partnership (SHIP) in section 420.9076, F.S.

Prior to the Governor's approval of the Bill, the AHAC was required to submit a triennial report to the Board on local policies and provisions affecting affordable housing. The amended statutes requires an annual report to be submitted to the Board and to the Florida Housing Finance Corporation's Catalyst Program. Florida Housing currently contracts with the Florida Housing Coalition to provide Catalyst Program training and technical assistance that supports local governments and community-based organizations to implement the HOME Investment Partnership Program, State Housing Initiatives Partnership Program (SHIP), and other affordable housing programs.

Pursuant to section 420.9076, Florida Statutes, as amended during the 2020 Legislative Session, the proposed Ordinance will revise section 8-156 of the Code of Laws of Leon County to provide that one County Commissioner be appointed to serve on the AHAC. The appointed County Commissioner will serve on the AHAC until December 31, 2022 and will thereafter be appointed to a two-year term.

Pursuant to section 125.66, Florida Statutes, one public hearing is required to adopt the proposed Ordinance. Notice of the Public Hearing has been published in accordance with law (Attachment #4).

The amended and restated Resolution will ratify and confirm the establishment of the AHAC and provide that one County Commissioner will serve on the AHAC. The Resolution will also provide that the remaining members of the AHAC will continue to serve on the AHAC until the designated expiration dates of membership, and thereafter will be appointed to three-year staggered terms. The Resolution will supersede previously adopted Resolution No. R16-26.

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

Options:

1. Conduct the first and only public hearing and adopt an Ordinance amending section 8-156 of the Code of Laws of Leon County relating to the Affordable Housing Advisory Committee (Attachment #1).
2. Adopt the amended and restated Affordable Housing Advisory Committee Resolution (Attachment #2).
3. Approve the associated revisions to Board Policy No. 11-2 “Commissioner Membership on Boards, Committees, Councils, and Authorities” (Attachment #3).
4. Full Board to appoint one Commissioner to serve on the Affordable Housing Advisory Committee for a term ending December 31, 2022.
5. Board direction.

Recommendations:

Options #1, #2, #3, and #4

Attachments:

1. Proposed Ordinance
2. Proposed Resolution
3. Proposed revisions to Board Policy No. 11-2 “Commissioner Membership on Boards, Committees, Councils, and Authorities”
4. Notice of Public Hearing

LEON COUNTY ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 8, ARTICLE V, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO AFFORDABLE HOUSING ASSISTANCE; AMENDING SECTION 8-156 ENTITLED AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Chapter 420, Part VII, sections 420.907 through 420.9079, Florida Statutes, is known as the "State Housing Initiatives Partnership Act"; and

WHEREAS, in 1993, the Board adopted Ordinance No. 93-2, to establish a local State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, in 2008, and pursuant to section 420.9076, Florida Statutes, the Board adopted Ordinance No. 08-10, to establish the Affordable Housing Advisory Committee; and

WHEREAS, in 2016, and in accordance with legislative amendments to the State Housing Initiatives Partnership Act, the Board adopted Ordinance No. 16-15 to amend the criteria for membership on the Affordable Housing Advisory Committee; and

WHEREAS, during the 2020 Legislative Session, House Bill 1339 was adopted and codified into law, therein amending section 420.9076(2), Florida Statutes, relating to membership on affordable housing advisory committees; and

WHEREAS, in accord with section 420.9076(2), Florida Statutes, as amended, the Affordable Housing Advisory Committee must include one locally elected official from the County, effective October 1, 2020; and

WHEREAS, the Board of County Commissioners desires to enact an ordinance amending section 8-156 of the Code of Laws of Leon County, in accordance with section 420.9076(2), Florida Statutes, as amended;

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

Section 1. Amendments to Code.

Section 8-156 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

Sec. 8-156. Affordable housing advisory committee.

(a) Creation; membership. There is hereby created the affordable housing advisory committee, hereinafter referred to as the "AHAC." The AHAC membership shall be composed of at least eight members but not more than 11 members. The AHAC shall consist of one duly appointed County Commissioner and ~~The members shall serve three-year terms. The AHAC shall consist of one~~ representative from at least six of the categories below:

- (1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (2) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (3) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (4) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (5) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (6) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (7) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (8) A citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (9) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (10) A citizen who represents employers within the jurisdiction.
- (11) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

(b) Terms of membership. The duly appointed County Commissioner shall serve a term on the AHAC beginning on September 15, 2020 and expiring on December 31, 2022. Thereafter, the duly appointed County Commissioner shall be appointed to a two-year term on the AHAC. The terms of the AHAC membership presently appointed shall continue upon the effective date of the ordinance amending this section until the designated expiration dates of membership. Thereafter, the AHAC

membership shall be appointed to three-year staggered terms, as set forth in resolution adopted by the Board. Vacancies may be filled at any time by the Board for the unexpired term of a member.

Section 2. Conflicts.

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

Section 3. Severability.

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

Section 4. Effective Date.

This ordinance shall take effect upon becoming law.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 29th day of September, 2020.

LEON COUNTY, FLORIDA

By:_____

Bryan Desloge, Chairman
Board of County Commissioners

ATTESTED BY:

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

By:_____

APPROVED AS TO FORM:

Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By:_____

LEON COUNTY RESOLUTION NO. R20-

AN AMENDED AND RESTATED RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, RATIFYING AND CONFIRMING THE ESTABLISHMENT OF AN ADVISORY COMMITTEE KNOWN AS THE AFFORDABLE HOUSING ADVISORY COMMITTEE, WHICH SHALL OPERATE AND FUNCTION AS A DECISION MAKING COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, in 2008, the Board of County Commissioners adopted Resolution No. 08-12 to establish the Affordable Housing Advisory Committee (“AHAC”) as an advisory committee pursuant to section 8-156 of the Code of Laws of Leon County, and section 420.9076, Florida Statutes; and

WHEREAS, in 2016, the Board of County Commissioners adopted Resolution No. 16-26 relating to the AHAC, which superseded Resolution No. 08-12; and

WHEREAS, during the 2020 Legislative Session, the Florida Legislature adopted House Bill 1339, which was signed into law by the Governor, which amended section 420.9076, Florida Statutes with regard to membership on the Affordable Housing Advisory Committee, reporting requirements, and other member obligations; and

WHEREAS, the Board desires to adopt an amended and restated resolution to comport with section 420.9076, Florida Statutes, as amended; and

WHEREAS, upon adoption, this Resolution shall supersede Resolution No. 16-26;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Affordable Housing Advisory Committee.

1. The Leon County Board of County Commissioners (the “Board”) hereby ratifies and confirms the establishment of an advisory committee known as the Leon County Affordable Housing Advisory Committee (the “AHAC”), as set forth in section 8-156 of the Code of Laws of Leon County, and as provided for in section 420.9076, Florida Statutes. The purpose of AHAC is to promote affordable housing incentives and to make recommendations concerning same to the Board and to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program.

2. The AHAC shall function and operate as a Decision Making Committee in accordance with Board Policy No. 03-15, Board-Appointed Citizen Committees, section 9, Board-Established Decision Making Committees Function and Operation, as may be amended from time to time.

3. The AHAC shall have as its goal the identification of incentives that are pertinent to affordable housing and to serve as an information resource to help improve affordable housing feasibility.

4. The AHAC shall be charged with the duties and responsibilities as provided in section 420.9076, Florida Statutes, and as that section may hereafter be amended from time to time. Annually, the AHAC shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan, and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to

amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. At a minimum, the AHAC shall submit an annual report to the Board and to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program which includes recommendations on the implementation of affordable housing incentives in the following areas:

- (a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)3.
- (b) All allowable fee waivers provided for the development or construction of affordable housing.
- (c) The allowance of flexibility in densities for affordable housing.
- (d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- (e) Affordable accessory residential units.
- (f) The reduction of parking and setback requirements for affordable housing.
- (g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- (h) The modification of street requirements for affordable housing.
- (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- (j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing

- (k) The support of development near transportation hubs and major employment centers and mixed-use developments.

The AHAC's recommendations may also include other affordable housing incentives identified by the AHAC.

5. The AHAC membership shall be composed of at least 8 members but not more than 11 members. The AHAC shall consist of one duly appointed County Commissioner and one representative from at least six of the categories below:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (h) A citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.

- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) A citizen who represents employers within the jurisdiction.
- (k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

6. The duly appointed County Commissioner shall serve a term on the AHAC beginning on September 15, 2020 and expiring on December 31, 2022. Thereafter, the duly appointed County Commissioner shall be appointed to a two-year term on the AHAC. The terms of the AHAC membership presently appointed shall continue upon the effective date of this Resolution until the designated expiration dates of membership of March 31, 2023. Thereafter, the remaining AHAC membership shall be appointed to three-year staggered terms. In order to achieve staggered terms, beginning April 1, 2023, between 4 and 5 members shall be appointed to a term of 3 years and between 4 and 5 members shall be appointed to a term of 2 years. Vacancies may be filled at any time by the Board for the unexpired term of a member.

7. The duly appointed County Commissioner, or a locally elected designee, must attend biannual regional workshops convened and administered under the Affordable Housing Catalyst Program as provided in section 420.531(2), Florida Statutes.

7. With the exception of the duly appointed County Commissioner, the members of the AHAC shall not be subject to full and public disclosure of financial interests.

8. The AHAC shall be assisted by staff from the Division of Housing Services.

Section 2. Effective Date.

This Resolution shall supersede Resolution No. 16-26 and shall have effect upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Leon County,
Florida, this 29th day of September, 2020.

LEON COUNTY, FLORIDA

By: _____
Bryan Desloge, Chair
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: _____

Board of County Commissioners Leon County, Florida

Policy No. 11-2

Title: Commissioner Membership on Boards, Committees, Councils, and Authorities

Date Adopted: ~~December 10, 2019~~ [September 29, 2020](#)

Effective Date: ~~December 10, 2019~~ [September 29, 2020](#)

Reference: See footnotes for references

Policy Superseded: **Policy No. 93-13**, Membership by the Board of County Commissioners on Boards, Committees, Councils and Authorities, adopted January 12, 1993; **Policy No. 98-6**, Membership by the Board of County Commissioners on Boards, Committees, Councils, Authorities, and Liaison, adopted October 13, 1998; revised February 26, 2008; July 13, 2010; November 16, 2010; December 14, 2010; **Policy No. 11-2**, Membership on Boards, Committees, Councils, and Authorities, adopted April 12, 2011; revised August 23, 2011; April 23, 2013; February 11, 2014; April 8, 2014; January 26, 2016; December 13, 2016; January 23, 2018; December 11, 2018; February 12, 2019; ~~December 10, 2019~~

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 11-2, revised by the Board of County Commissioners on ~~February 12~~ [December 10](#), 2019, is hereby amended, and a revised policy is hereby adopted in its place, to wit:

1. The following table represents the Boards, Committees, Councils, and Authorities, which require County Commission membership and appointments of some, but not all, Commissioners who shall serve on the basis of their position. In addition, the table establishes the appointing authority, the eligibility for appointment, and term of appointment for such membership.
2. Full Board (Appointing Authority) appointments shall be made at the first regularly scheduled meeting of the Board of County Commissioners during the month of December or as soon thereafter as possible.
3. Chairman appointments shall be made by written memorandum or letter from the Chairman to the Committee, Council, Board or Authority and a copy to the appointee.
4. The administration and maintenance of the list of Chairman and Full Board appointments is assigned to the Agenda Coordinator.
5. Each Commissioner appointee shall endeavor to keep the Board of County Commissioners advised of those significant actions taken within their area of appointment.

Policy No. 11-2

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
<u>Affordable Housing Advisory Committee</u>¹	<u>Member</u>	<u>One Commissioner</u>	<u>Two Years</u>	<u>Full Board</u>
Apalachee Regional Planning Council⁴²	Member	One Commissioner	Two Years	Full Board
Big Bend Continuum of Care Board²³	Member	One Commissioner	Two Years	Full Board
Canopy Roads Citizens Committee³⁴	Liaison (not a member)	One Commissioner	Two Years	Full Board
Canvassing Board⁴⁵	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member (Substitute)	One Commissioner	Two Years	Full Board
	Member (Alternate)	One Commissioner	Two Years	Chairman
Capital Region Transportation Planning Agency⁵⁶	Members	Four Commissioners	Two Years	Full Board
Challenger Learning Center Board⁶⁷	Member (Ex Officio voting)	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
Council on Culture & Arts⁷⁸	Member (Ex Officio voting)	One Commissioner	Four Years	Full Board
Criminal Justice Coordinating Council⁸⁹	Member	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
Downtown Improvement Authority (DIA)⁹¹⁰	Member (Ex Officio voting)	One Commissioner	Two Years	Chairman
Geographic Information Systems Executive Committee¹⁰¹	Member	One Commissioner	Two Years	Chairman
Joint School Coordinating Committee¹⁴²	Member	One Commissioner	Four Years	Full Board
Juvenile Justice Circuit Advisory Board¹²³	Member	One Commissioner	Two Years	Full Board
Leon County Educational Facilities Authority¹³⁴	Liaison (not a member)	One Commissioner	Two Years	Full Board
Leon County Research and Development Authority¹⁴⁵	Member	One Commissioner	Four Years	Full Board (By

Policy No. 11-2

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority <i>Resolution)</i>
Public Safety Coordinating Council ¹⁵⁶	Member	One Commissioner <i>(Chairman or Chairman's designee)</i>	Two Years	Chairman
Tallahassee Sports Council ¹⁶⁷	Member	One Commissioner	Three Years	Chairman
Tourist Development Council ¹⁷⁸	Member <i>(Serves as TDC Vice Chair)</i>	One Commissioner <i>(Chairman or Chairman's designee)</i>	Two Years	Chairman
Transportation Disadvantaged Coordinating Board ¹⁸⁹	Member <i>(Serves as TDCB Chair)</i>	One Commissioner	Two Years	Chairman
Value Adjustment Board ¹⁹²⁰	Members <i>(one selected as VAB Chair)</i>	Two Commissioners	Two Years	Full Board
Workforce Development Consortium, Region 5 ²⁹¹	Member	One Commissioner	Two Years	Full Board

Foot Notes:

1. Affordable Housing Advisory Committee: Section 420.9076, F.S., effective October 1, 2020, one locally elected official from each participating SHIP county or municipality serves on the advisory committee.

4.2. Apalachee Regional Planning Council: Section 186.504 F.S.; FL Admin Code 29L-1 (a) Of the three (3) representatives accorded to each member county, the county elected official shall be appointed by the Board of County Commissioners of the member county and shall serve at the pleasure of the Board of County Commissioners. Each Board of County Commissioners will then also appoint either the elected representative of the cities or the non-elected representative of the private sector.(b) The third representative from each county shall be appointed by the Governor subject to confirmation by the State Senate, pursuant to the provisions of Section 160.01(3), F.S.

2.3. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); HUD Continuum of Care (CoC) Program; Big Bend Continuum of Care Board CoC Governance Charter

3.4. Canopy Roads Citizens Committee Bylaws

4.5. Section 102.141 F.S.; Canvassing Board members must not be a "candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed" (disqualified to serve) Substitute Member serves if Chairman is unable or disqualified to serve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or disqualified to serve.

5.6. Capital Region Transportation Planning Agency Interlocal Agreement, Amended March 13, 2014 and Leon County Resolution No. 09-42

6.7. Challenger Learning Center Board Bylaws

7.8. Section 265.32, F.S., County Fine Arts Council; Leon County Resolution R85-46, 10/29/1985; Interlocal Agreement Dec. 10, 2014; COCA Bylaws Article III (A.)(5)

8.9. Criminal Justice Coordinating Council: Admin Order 2002-10 and 2014 First Amendment to the Admin. Order 2002-10

Policy No. 11-2

Commissioner Membership on Boards, Committees, Councils, and Authorities

- ~~9-10.~~ *Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1) and the Downtown Improvement Authority bylaws*
- ~~10-11.~~ *Geographic Information Systems: Interlocal Agreement, May 29, 1990*
- ~~11-12.~~ *Section 163.3177 F.S., Tallahassee-Leon County and Leon County Schools Public School Concurrency and Facility Planning Interlocal Agreement, September 1, 2006*
- ~~12-13.~~ *Section 985.664 F.S. Juvenile Justice Circuit Advisory Board; Commissioner term limit set at the April 8, 2014 BOCC meeting*
- ~~13-14.~~ *Section 243.21(4) F.S. Educational Facilities Authorities; Leon County Resolutions R90-42 (creating the Leon County Educational Facilities Authority) and Resolution R07-65 (requires members to file financial disclosures)*
- ~~14-15.~~ *Section 159.703 F.S. Research and Development Authority; Leon County Code of Laws Chapter 2, Art. III, Div. 2; Resolution No. R16-19 LCRDA membership and R07-65 (requires members to file financial disclosures).*
- ~~15-16.~~ *Section 951.26 F.S. Public Safety Coordinating Council; PSCC membership shall include “the chairperson of the board of county commissioners, or another couth commissioner as designee.”*
- ~~16-17.~~ *Tallahassee Sports Council Enabling Resolution No. R12-05 adopted February 28, 2012*
- ~~17-18.~~ *Section 125.0104(4)(e) F.S. Tourist Development tax; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; Ordinance No. 2011-10; One member of the Council shall be the current Chairman of the Board of County Commissioners of Leon County, or any other member of the Board as designated by the Chairman, who shall serve as Vice Chairman of the Tourist Development Council. The four-year term of the members, as required by Florida Statute and Leon County Code, cannot be applicable to the member position held by the Chairman (or other designated Commissioner) because the Chairman is elected annually for only a one-year term. As such, upon approval by the Board of County Commissioners, the Chairman (or other designated Commissioner) may be appointed to the Tourist Development Council for a term of less than four years.*
- ~~18-19.~~ *Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) Florida Administrative Code*
- ~~19-20.~~ *Section 194.015 F.S.; Florida Administrative Code 12D-9.004; Composition of the Value Adjustment Board.*
- ~~20-21.~~ *Section 445.007, F.S.; 2015 Interlocal Agreement between Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, Leon County, Gadsden County, and Wakulla County*

Revised ~~12/10/2019~~ 12/29/2020

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “Board”) will conduct a virtual only public hearing on Tuesday, September 29, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor’s Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider the adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 8, ARTICLE V, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO AFFORDABLE HOUSING ASSISTANCE; AMENDING SECTION 8-156 ENTITLED AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Leon County will be broadcasting the virtual only public hearing on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County’s Facebook page (<https://www.facebook.com/LeonCountyFL/>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and web site (www.LeonCountyFL.gov).

All interested parties are invited to submit written public comments until 8:00 p.m. on Monday, September 28, 2020, by visiting <https://leoncountyfl.gov/PublicComments>. All submitted written comments will be distributed to the Board prior to the public hearing and made a part of the record. Written comments received by the public will be posted on the County’s website (www.LeonCountyFL.gov) in advance of the hearing. Persons needing assistance with submitting comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov.

Written public comments received after the 8:00 p.m., Monday, September 28, 2020, deadline will be made available to the Board and entered into the record during the hearing, although the County cannot guarantee that Commissioners will have adequate time to review such comments prior to the hearing or that the comments will be posted on the County website prior to the hearing.

Interested parties may also provide real-time public comments during the virtual public hearing. Interested parties wishing to provide real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, September 28, 2020. Following submittal of the registration form, further instructions for participating in the virtual meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled “Addressing the Commission”, and Article IX., Section F., entitled “Decorum”, shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the ordinance may be inspected on the County’s web site (www.LeonCountyFL.gov). To receive copies of the ordinance by other means, such as email, mail, or facsimile transmittal, contact County Administration via telephone at 850-606-5300.

Publication date: September 19, 2020